

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, April 20, 2020

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. Due to the Governor's Proclamation relating to the conduct of public meetings during the COVID-19 crisis, the meeting will be broadcast and the public is not allowed to attend in person. Citizens wishing to comment on business on the agenda are encouraged to communicate with the Mayor and City Council by phone or email (council@ci.moscow.id.us) in order to respect social distancing protocol. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. 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 April 6, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

B. Disbursement Report March 2020 - Sarah Banks

Presentation of the Accounts Payable Report for the month ending March, 2020.

ACTION: Approve and sign the Disbursements Report for the month of March, 2020.

C. Second Quarter Financial Report January 1, 2020 to March 31, 2020 for FY2020 - Sarah Banks

Presentation of the financial report for the second quarter of Fiscal Year 2020 (January 1, 2020 to March 31, 2020).

ACTION: Approve the FY2020 Second Quarter Report.

REGULAR AGENDA

2. Idaho Department of Environmental Quality Revolving Loan Fund Phase I Revenue Bond Ordinance Approval (ACTION ITEM) - Bill Belknap

After receiving approval by judicial confirmation for a number of necessary water system improvements in 2014, the City applied for and received \$4.3M in funding from DEQ's Revolving Loan Fund (RFL) and commenced with design of the initial phase (Phase 1) of the Subject Improvements which included drilling Well #10 (not including production development) and the construction of three of the six booster stations (Vista, Taylor and White). Phase I of the project is now complete and the City needs to convert the construction loan to revenue bonds in accordance with the DEQ Loan offer. The revenue bonds would carry a term of 20 years and an annual interest

rate of 2.25 percent which will be repaid with water utility revenues.

In order to issue the revenue bonds, the City Council is required to pass two bond ordinances including the master bond ordinance that provides the general authority and terms of the revenue bond issuance including any covenants, reserve funds and other conditions, and the supplemental bond ordinance that details to specific financial terms of the bonds and the amortization schedule. The City Bond Counsel has prepared the bond ordinances for the Council's approval. After approval, the final bond instruments will be prepared with a projected closing date of May 12, 2020.

PROPOSED ACTIONS: Approve the Master Bond Ordinance #2020-04 and Supplemental Bond Ordinance #2020-05 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.

3. Resolution Allowing Pullman Moscow Regional Airport to Accept CARES Act Funds (ACTION ITEM) - Tony Bean

Tony Bean, the Executive Director of the Pullman-Moscow Regional Airport (PMRA) is requesting that the City Council adopt a Resolution allowing PMRA to accept federal Coronavirus Aid, Relief and Economic Security (CARES) funding. PMRA has been notified that CARES Act funding in the amount of \$18,129,792 has been designated for PMRA. The funds are allowed to be used for operations and project match for existing and future FAA grants issued in 2020 as well as the future terminal that is currently in design. These funds are in addition to the AIP (Airport Improvement Program) grant funds, as the CARES funds originated from the General Fund and have no local match. The funds must be used under the FAA Airport Revenue Use Policy as Airport Revenues with receipts, supporting documentation, Federal requirements and draws through the FAA grant system as a reimbursable grant.

PROPOSED ACTIONS: Adopt the Resolution preauthorizing the acceptance of grant monies under the CARES Act providing economic assistance in response to COVID-19 operational impacts, or take such other action deemed appropriate.

4. North Main Beautification Project Bid Result and Contract Award (ACTION ITEM) - Nate Suhr

The 2020 City of Moscow North Couplet Beautification Project will prepare the area of C and Main Street for the installation of a metal three-dimensional sculpture public art piece entitled "The Homecoming". The project includes installation of ADA compliant pedestrian ramps, curb extensions, electric and water service, and storm drainage, and replaces non-compliant sidewalks and driveway approaches. A concrete planter to shield pedestrians from vehicles will also be constructed. The public art piece and additional beautification projects, including additional sidewalk replacement and the installation of street trees throughout the corridor will be completed at a later date.

The City issued an electronic bid solicitation to five area contractors on March 20, 2020 and the Engineer's estimate for the project was \$89,057. Two responsive bids were received on April 3, 2020, with bids ranging from \$88,714 to \$92,772. Of those, Germer Construction of Moscow, Idaho submitted the low bid on the project of \$88,714. A complete bid tabulation is attached.

PROPOSED ACTIONS: Accept the low bid from Germer Construction, Inc, award the contract in the amount of \$88,714.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$8,871.40), or take such other action deemed appropriate.

5. Almon Street Reconstruction - 2020 Bid Results and Contract Award (ACTION ITEM) - Scott Bontrager

The Almon Street Reconstruction project includes the reconstruction of Almon Street (Third St to 'A' St) and First Street (Almon St to Jackson St). The Base Bid consists of the full replacement of Almon Street pavement, select removal and replacement of curb and sidewalk, and the construction of a concrete bulb-out located on the west side of Almon Street near the intersection of First and Almon. The Add Alternate bid consists of the full replacement of First Street pavement and select removal and replacement of curb and sidewalk. Driveway approaches will be removed and replaced as needed along both streets and all pedestrian curb ramps will be brought into current ADA compliance. The City published an advertisement for bids on March 21, 2020 and the Engineer's estimate for construction is \$273,283.89 for Base Bid and \$89,156.11 for Add Alternate.

Bids were opened on Tuesday, April 7, 2020. Three responsive bids were received, with Base Bids ranging from \$233,769.10 to \$251,054.48 and Add Alternate bids ranging from \$76,201.00 to \$87,567.20. Of those, the lowest responsive bid was submitted by Motley-Motley with a Base Bid of \$233,769.10 and an Add Alternate bid of \$76,201.00. A complete Bid Tabulation is attached.

PROPOSED ACTIONS: Accept the low bid from Motley-Motley, award the contract for both the base bid and bid alternate in the amount of \$309,970.10, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or take such other action deemed appropriate.

6. Indian Hills East Addition Final Plat and Final PUD (ACTION ITEM) - Mike Ray

On June 17, 2019 Moscow City Council approved the Indian Hills East Addition preliminary plat with two conditions and approved the Indian Hills East Addition Planned Unit Development (PUD) with no conditions. On February 24, 2020 the applicant submitted the final subdivision plat and final PUD to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final plat and PUD on March 11, 2020 and recommended approval to City Council.

PROPOSED ACTIONS: Approve the Indian Hills East Final Plat and Final PUD; or take such other action deemed appropriate.

7. Indian Hills East Development Agreement (ACTION ITEM) - Bob Buvel

Noel Blum, on behalf of Blum Enterprises – 2, LLC., has submitted to the City a final plat for the development of the property at 1330 Indian Hills Drive, titled Indian Hills East Addition. On June 17, 2019, the City Council approved the preliminary plat for this property. The final plat will be presented for City Council approval on April 20th. If the final plat is approved by City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The attached agreement covers these items.

PROPOSED ACTIONS: Approve the Development Agreement with Blum Enterprises – 2, LLC. for Indian Hills East Addition; or take such other action deemed appropriate.

8. Indian Hills East Monumentation Agreement (ACTION ITEM) - Bob Buvel

Blum Enterprises-2, LLC. is the property owner and developer of the proposed Indian Hills East Addition on the lot currently addressed as 1330 Indian Hills Drive. The subdivision has received preliminary plat approval and the final plat is being presented for City Council consideration at the April 20, 2020 City Council meeting. If Council approves the final plat, the interior property corners

will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

PROPOSED ACTIONS: Approve the monumentation agreement with Blum Enterprises-2, LLC. for Indian Hills East Addition; or take such other action deemed appropriate.

9. Set FY2021 Budget Hearing Date for August 3, 2020 (ACTION ITEM) - Gary J. Riedner

Per Idaho Code 63-802(A) the City is required to notify Latah County of the public hearing date for the City's annual budget no later than April 30th each year. Staff is requesting that the Council officially set the date so the Notification of Budget Hearing form can be completed and returned to the Latah County Auditor's Office by April 30th.

PROPOSED ACTIONS: Set August 3, 2020 as the public hearing date for the City of Moscow FY2021 budget, or take such other action deemed appropriate.

10. City's COVID-19 Response Report - Gary J. Riedner

11. Utility Fee Relief Report - Gary J. Riedner

ADJOURN

NOTICE: Moscow City Council and committee meetings are televised, videotaped and/or recorded. Individuals attending the meeting who require special assistance to accommodate physical, hearing, or other impairments, please contact the City Clerk, at (208) 883-7015 or TDD 883-7019, as soon as possible so that arrangements may be made.

Moscow City Council



Regular Meeting ~Minutes~

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Laurie M. Hopkins
City Clerk

208.883.7015

Monday, April 6, 2020

7:00 PM

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

PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:00 p.m.

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin (Skype), Brandy Sullivan, Gina Taruscio (Skype), Anne Zabala (Skype)

STAFF: Gary J. Riedner, Mia Bautista(Skype), Bill Belknap (Skype), Tyler Palmer (Skype), Jen Pfiffner (Skype), Scott Bontrager (Skype), Laurie M. Hopkins (Skype)

PROCLAMATION - FAIR HOUSING

Mayor Lambert read the Fair Housing Proclamation.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council March 16, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

B. Approval of Moscow City Council March 20, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

C. Approval of Moscow City Council March 26, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

Bettge moved, Kelly seconded to approve the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Well 10 Development - Phase II Bid Results and Contract Award (ACTION ITEM) - Scott Bontrager

This project consists of the next phase of development for Well 10. The well was previously drilled under a separate contract in 2016. The current project proposes to construct a new well house, well pump, motor and column pipe, electrical, controls, associated piping, and site development for Well 10 to make the site fully functional to produce water. The City published an advertisement for bids

on February 1, 2020 for the Well 10 Development - Phase II project. The Engineer's estimate for construction was \$3,284,850. Bids were opened on Tuesday, March 17, 2020. Three bids were received, ranging from \$2,590,000 to \$3,097,290. Upon review, the apparent low bid from Quality Contractors was found to be non-responsive. Of the remaining responsive bids received, TML Construction was found to be the lowest responsive bid with a bid total of \$2,857,280. The bid analysis as well as a non-responsive bid letter sent to Quality Contractors are attached.

PROPOSED ACTIONS: Accept the low bid from TML Construction, award the contract in the amount of \$2,857,280.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or take such other action deemed appropriate.

Bontrager introduced the item as written above. Riedner added if Quality Contractors had not asked to withdraw their bid, Council would have to make a finding that the bid was non-responsive and award the contract to the next lower responsive bidder. A contractor is not required to officially withdraw their non-responsive bid. Bettge moved, Sullivan seconded to accept the low bid from TML Construction, award the contract in the amount of \$2,857,280.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

3. Public Works Mutual Aid Agreement with Pullman Washington (ACTION ITEM) - Tyler Palmer

The operation of many of our critical systems requires a high level of training, expertise, and often mandated technical certifications. This mutual aid compact will allow the Cities of Moscow and Pullman to support one another in the maintenance of these critical systems in the event that the COVID-19 Pandemic or other emergency situation generates a need for mutual aid.

PROPOSED ACTIONS: Approve the public works mutual aid compact with the City of Pullman, or take such other action deemed appropriate.

Palmer explained this compact is to assure continuity of services in the event of a critical incident, such as this current situation of COVID-19. The public work systems are quite advanced and there are not many technical individuals in the local region. Pullman has very similar systems to our facilities. Provides a great opportunity for both cities. Riedner added the City has several mutual aid agreements, mainly in police and fire, that provides continuation of services. Council members thanked staff for this important relationship. Moscow and Pullman have always had a cooperative relationship, such as providing parts in an urgent situation, however this would not fall under a short-staffed situation as Washington and Idaho have different certification requirements. Sullivan moved to approve the public works mutual aid compact with the City of Pullman. Laflin seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

4. Fair Housing Resolution Update (ACTION ITEM) - Bill Belknap

The United States Department of Housing and Urban Development (HUD) is the lead federal agency that sets the standard for compliance with the federal Fair Housing Act. In 1998, the Mayor and the City Council enacted an ordinance amending Title 3, Chapter 6 of the Moscow City Code to create the Moscow Fair Housing Commission. Since that time the City has been proactive in prohibiting discrimination of fair housing and promoting compliance of the federal Fair Housing Act. Staff and the Moscow Fair and Affordable Housing Commission have prepared the City of Moscow Analysis of Impediments to Fair Housing and Fair Housing Action Plan which was originally adopted in 2003 and updated in 2015 provides guidance for the City in the promotion of

fair housing within the community. Since 1983 the Idaho Department of Commerce (IDOC) under the direction of HUD has required grant recipients of Idaho Community Development Block Grants certify they will affirmatively promote fair housing and update the City's Fair Housing Resolution to include the most current equal opportunity requirements. April is designated as Fair Housing Month and staff takes this opportunity to update the Resolution and reaffirm the City's continuing commitment to fair housing.

PROPOSED ACTIONS: Approve the updated Fair Housing Resolution to replace Resolution 2018-02 or take such other action deemed appropriate.

Belknap introduced the item as written above. Having no questions, Bettge moved to approve the updated fair housing resolution replacing Resolution 2018-02. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

5. Utility Fee Relief Report – Gary J. Riedner

Riedner gave a brief history of the COVID-19 threat beginning with the proclamation issued March 13 with orders in effect until May 5, 2020 and the Governor's order last Wednesday, all of which is having a negative effect on businesses and residents. Mayor and Council asked staff to look into how the City can assist citizens and businesses. First consideration was development of a program to assist businesses that had been specifically named in the emergency orders. A memo was sent to Council with a proposed program but would have a financial implication that would force the City to delay some capital projects. After receiving feedback from Council, staff looked at other ideas to target those specific businesses that were required to shut down. Other ideas were sent to Council in order to discuss at this meeting.

One issue needed to be looked at is does the Council have the option to reduce property taxes at this time and the answer is no. Taxes that were levied for the FY2020 budget were certified to the commissioners in September 2019 and began January 1, 2020. Many of those taxes have already been paid. Council is free to adjust future levies should they desire.

The only other avenue to provide financial relief is utility rates. Council could make accommodations for businesses and residential properties that have been adversely impacted. An account to accept donations could be created for those with the means to donate to those that are stretched to pay their utility bill. The question becomes how to distribute those donations fairly. There are already past due accounts totaling \$208,000 and existed prior to COVID-19 being an issue. Should donations be applied to the existing past due accounts, or only from this day forward? What process is utilized to make that determination? An option could be to implement a needs-based reduction. Utility fees in Idaho are charged according to the value of services rendered and are assessed by the classification of the use, thus blind to the financial ability to pay. If the City provided a financial aid request, or waiver, there would have to be strict protocols on when it is applied and when it isn't. More legal research is needed and will take a bit of time. Utility bills are going out now so do not have an option for immediate relief. Staff will continue to brainstorm ideas for relief programs. Donations have been accepted in the past but are usually earmarked for a specific program or project. There is no protocol for donating to utility bills and staff wants to be sure the citizen donating knows the funds are being used as they were intended. Riedner said staff has been looking at a federal aid package that could be used to pay rent, bills and salaries and may be forgiven in the right circumstances. If the utility bill is forgiven by the City, a rate payer would not be able to get federal money to pay it. Because local utility fees are paid for operations and capital projects, it would be good to take advantage of federal funds

rather than cut the local revenues and delay operations or capital projects. The City does not have the jurisdiction to dictate a landlord what they can charge or not charge. The City does participate in projects to provide low to moderate housing. Council directed there are no utility shut-offs through the emergency order as well as no late fees assessed. Also, if you are a business, they can call Tim Davis, Sanitation Manager, and designate their dumpster as on-demand to limit that portion of the utility bill. Staff will continue to review possibilities and bring back options as quick as possible.

6. City's COVID-19 Response Report - Gary J. Riedner

Riedner said the City is now in Tier 3 of the Pandemic Response. Latah County has identified their second case. The City's 7000 line is being answered remotely as many employees are working from home to reduce opportunities for the virus to spread. Information Systems is staffed all day and has worked very hard to get equipment to those employees working from home. For those employees that have to be on the job, the City is providing them as much safety as possible for social distancing. Playfields and recreation programs were suspended March 13 and staff is reviewing programs day to day. After review of the community garden program, and the ability to social distance at six feet, it seemed reasonable participants could do so, and it will be reopened. The recycling center was closed and the yard waste drop-off is being reviewed to see if social distancing protocols can be somehow met. While playgrounds are closed, the parks are still open for walking maintaining the social distancing.

Telecommunications are an essential service under the Governor's order as well as state statute. As part of the Tier 3 level, an incident action plan is established. An organizational chart is created with the mayor in charge of operations, City Supervisor as the operations manager, and three branches under the manager. It provides a plan for all aspects of assistance, such as providing housing and food to an EMT who assisted a citizen with COVID-19 and cannot go back to their family.

7. Incident Action Plan Report - Chief Brian Nickerson / Chief James Fry

The incident action plan provides a structure to mitigate whatever incident may be occurring. Nickerson explained the organizational structure, the positions and their rolls. Information sharing is important in this plan. Fry added he has already been in touch with the Latah County Sheriff office and the Idaho State Police regarding needs in the area. Documentation is imperative for possible reimbursement and there are forms in order to do so.

ADJOURN TO EXECUTIVE SESSION PER IDAHO CODE 74-206 (1)(B) AND (1)(F) - THE MEETING WILL NOT RECONVENE.

Bettge moved and Kelly seconded to adjourn to executive session at 8:48 p.m. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE STAFF REPORT

DATE: Monday, April 20, 2020



RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report March 2020 - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending March 31, 2020. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$2,159,191.53.

Payroll	\$1,079,034.00
Professional Services	\$111,250.00
Sanitation	\$300,052.00
Capital Outlay	\$19,212.00
Capital Outlay-Vehicles	\$15,959.00
Capital Outlay - Improvements	\$71,247.00
Supplies	\$70,900.00
Utilities	\$74,157.00
Contractual Payments	\$264,778.00
ACH Wells Fargo	\$36,696.00
Total	\$2,043,285.00

STAFF RECOMMENDATION

Approve and sign the Disbursements Report for the month of March 2020.

PROPOSED ACTIONS

ACTION: Approve and sign the Disbursements Report for the month of March, 2020.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Cash & Investments March 2020
2. Disbursement Report March 2020
3. Revenue Report March 2020

City of Moscow
Cash and Investments
Balances as of 3/31/2020

Fund		Year to Date Balance
General Fund	\$	6,454,331.81
Street Fund	\$	1,744,472.24
Culture & Recreation	\$	1,322,532.74
MSDCPF	\$	161,047.53
1912 Fund	\$	45,105.16
Transit Center	\$	81,147.25
Water Fund	\$	2,908,245.22
Sewer / WRRF	\$	4,698,608.09
Sanitation Fund	\$	2,793,678.82
Fleet Fund	\$	3,301,090.75
Information Systems	\$	2,177,818.60
Water Capital	\$	7,985,536.14
Sewer Capital	\$	11,345,431.49
Capital Projects	\$	11,366,713.89
Sanitation Capital	\$	5,965,016.13
LID construction	\$	88,449.73
Hamilton	\$	2,317,720.03
Bond & Interest	\$	465,978.32
LID Funds	\$	25,124.55
Payroll Service	\$	519,863.32
Total Cash & Investments	\$	65,767,911.81

DISBURSEMENTS REPORT FOR MARCH 2020										
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		3/5/2020	3/12/2020	3/19/2020	3/26/2020	3/16/2020 3/30/2020	3/9/2020 3/31/2020	3/13/2020	3/27/2020	
BATCH #		00001.03.2020	00004.03.2020	00006.03.2020	00008.03.2020	00007.03.2020 00009.03.2020	00002.03.2020 0003.03.2020	00100.03.2020	00200.03.2020	
CHECK #'s		94237-94323	94324-94402	94403-94454	94455-94504	March CC ACH	94280, 94294 94299, 94314, 94393 94245, 94289, 94134 94266	21182-21190	21191-21199	
Fund #										0.00
101	AGH for Wells Fargo to be Imported	28,900.24	15,436.08	118,731.67	75,209.10	19,720.41	(464.00)	316,506.03	325,366.39	899,405.92
105	GENERAL	24,946.70	2,358.62	10,791.08	6,325.25	86.52		26,088.22	26,144.28	96,740.67
120	STREETS	18,802.87	6,409.23	5,162.60	19,365.93	6,562.84		56,482.62	57,786.09	170,572.18
121	RECREATION AND CULTURE	153.37	42.50		360.80			495.19	990.38	2,042.24
123	MSD COMM. PLAY FIELDS		7,916.67		1,166.12					9,082.79
128	1912 CENTER	464.24	166.46	1,322.89	1,278.97	81.00				3,313.56
220	TRANSIT CENTER	30,811.96	8,254.36	6,798.13	28,698.53	3,739.28	(375.00)	49,486.10	50,090.41	177,503.77
230	WATER	36,568.17	16,445.04	37,890.08	34,115.07	344.86	(281.40)	47,017.38	47,863.85	219,963.05
240	SEWER	78,684.14	55.86	203,786.17	802.44	40.52		5,439.02	5,535.19	294,343.34
290	SANITATION	17,022.26	7,771.52	421.59	18,746.45	405.53		11,800.15	11,927.41	68,094.91
295	FLEET	16,322.17	16,336.02	35,783.98	18,386.92	5,715.01		19,958.36	20,057.19	132,559.65
320	INFORMATION SYSTEMS				227.50					227.50
330	WATER CAPITAL PROJECTS									0.00
340	SEWER CAPITAL PROJECTS									0.00
350	SANITATION CAPITAL PROJ		19,390.95		65,951.00					85,341.95
355	CAPITAL PROJECTS									0.00
380	LID CONSTRUCTION									0.00
590	HAMILTON - PARKS & REC									0.00
941	BONDS & INTEREST									0.00
	PAYROLL CLEARING FUND									0.00
	TOTAL	252,676.12	100,583.31	420,688.19	270,634.08	36,695.97	(1,120.40)	533,273.07	545,761.19	2,159,191.53

WIRE Transfers:

Brandy Sullivan

Gina Taruscio

Sandra Kelly

Sarah L. Banks, Finance Director

RECEIPTS REPORT FOR March 2020

	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	32,829.95	128,740.91	50,573.73	61.25	134,499.02	9,987.91	36,374.18	8,630.29	0.00	4,420.67	406,117.91
105	STREETS	4,523.35	0.00	0.00	0.00	24,883.29	0.00	0.00	0.00	0.00	0.00	29,406.64
120	RECREATION AND CULTURE	0.00	0.00	25.00	0.00	-651.46	0.00	0.00	150.00	300.00	0.00	-176.46
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,405.12	0.00	0.00	0.00	0.00	0.00	0.00	5,405.12
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,438.71	0.00	0.00	0.00	0.00	0.00	1,438.71
220	WATER	0.00	0.00	0.00	0.00	325,218.85	0.00	37,801.73	0.00	0.00	0.00	363,020.58
230	SEWER	0.00	0.00	0.00	0.00	563,662.71	0.00	3,327.17	769.30	0.00	0.00	567,759.18
240	SANITATION	0.00	0.00	0.00	0.00	458,726.43	0.00	0.00	2,000.00	0.00	0.00	460,726.43
290	FLEET	0.00	0.00	0.00	0.00	97,868.54	0.00	0.00	1,149.03	0.00	0.00	99,017.57
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	117,298.00	0.00	0.00	0.00	0.00	0.00	117,298.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	85,521.49	0.00	0.00	12,750.44	5,338.95	0.00	1,279.78	104,890.66
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	3,244.95	0.00	0.00	0.00	3,244.95
590	BOND & INTEREST	5,290.22	0.00	0.00	0.00	0.00	0.00	674.96	0.00	0.00	0.00	5,965.18
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	42,643.52	128,740.91	50,598.73	90,987.86	1,722,944.09	9,987.91	94,173.43	18,037.57	300.00	5,700.45	2,164,114.47

COMMITTEE STAFF REPORT

DATE: Monday, April 20, 2020



RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Second Quarter Financial Report January 1, 2020 to March 31, 2020 for FY2020 - Sarah Banks

DESCRIPTION

Presentation of the financial report for the second quarter of Fiscal Year 2020 (January 1, 2020 to March 3, 2020).

STAFF RECOMMENDATION

Approve the FY2020 Second Quarter Report.

PROPOSED ACTIONS

ACTION: Approve the FY2020 Second Quarter Report.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 2nd Qtr Financial Statements

City of Moscow
QUARTERLY FINANCIAL REPORT
Budget For Fiscal Year Ending September 30, 2020
SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

				Percent of Year 50%	
		Original	Final	Budget to	
	Fund	Budget	Budget	Actual	
				To Date	
101	General Fund Revenues	16,851,897	16,851,897	8,135,494	48.28%
	Salaries & Benefits	9,369,885	9,369,885	4,138,440	44.17%
	Operations	4,268,629	4,268,629	1,830,125	42.87%
	Capital Outlay	6,000	6,000	5,456	90.93%
	Transfers	3,207,383	3,207,383	1,843,565	57.48%
	Total General Fund Expenditures	16,851,897	16,851,897	7,817,586	46.39%
105	Street Department Revenues	3,332,714	3,332,714	1,278,199	38.35%
	Salaries & Benefits	951,091	951,091	349,917	36.79%
	Operations	1,302,878	1,302,878	457,613	35.12%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,078,745	1,078,745	553,565	51.32%
	Total Street Fund Expenditures	3,332,714	3,332,714	1,361,094	40.84%
120	Recreation & Culture Revenues	3,397,237	3,397,237	1,264,671	37.23%
	Salaries & Benefits	2,036,417	2,036,417	686,045	33.69%
	Operations	1,308,820	1,308,820	420,895	32.16%
	Capital Outlay	40,000	40,000	14,000	35.00%
	Debt Service	0	0	0	0.00%
	Transfers	12,000	12,000	12,000	100.00%
	Total Parks & Rec Expenditures	3,397,237	3,397,237	1,132,940	33.35%
121	MSD Community Playfields Revenues	148,734	148,734	64,584	43.42%
	Salaries & Benefits	66,922	66,922	20,479	30.60%
	Operations	77,801	77,801	9,869	12.68%
	Transfers	4,011	4,011	4,011	100.00%
	Total MSD Community Playfields	148,734	148,734	34,358	23.10%
123	1912 Center Revenues	110,100	110,100	55,050	50.00%
	Operations	106,100	106,100	49,832	46.97%
	Capital Outlay	4,000	4,000	0	0.00%
	Total 1912 Center Expenditures	110,100	110,100	49,832	45.26%
128	Transit Center Revenues	36,508	36,508	27,867	76.33%
	Operations	36,508	36,508	13,428	36.78%
	Total Transit Center Fund	36,508	36,508	13,428	36.78%
220	Water Fund Revenues	6,770,380	6,770,380	2,359,047	34.84%
	Salaries & Benefits	1,417,290	1,417,290	642,754	45.35%
	Operations	2,306,065	2,306,065	617,903	26.79%
	Capital Outlay	210,000	210,000	12,119	5.77%
	Transfers	2,837,025	2,837,025	1,496,523	52.75%
	Total Water Fund Expenditures	6,770,380	6,770,380	2,769,299	40.90%
230	Sewer Fund Revenues	9,699,474	9,699,474	3,694,512	38.09%
	Salaries & Benefits	1,380,365	1,380,365	580,839	42.08%
	Operations	2,273,028	2,273,028	745,984	32.82%
	Capital Outlay	230,000	230,000	94,812	41.22%
	Debt Service	1,106,582	1,106,582	633,921	57.29%
	Transfers	4,709,499	4,709,499	2,508,711	53.27%
	Total Sewer Fund Expenditures	9,699,474	9,699,474	4,564,267	47.06%

240	Sanitation Fund Revenues	6,205,773	6,205,773	2,592,008	41.77%
	Salaries & Benefits	138,823	138,823	66,734	48.07%
	Operations	4,430,970	4,430,970	1,816,656	41.00%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,635,980	1,635,980	794,036	48.54%
	Total Sanitation Fund	6,205,773	6,205,773	2,677,426	43.14%
290	Fleet Management Revenues	3,562,993	3,562,993	1,079,562	30.30%
	Salaries & Benefits	329,978	329,978	147,547	44.71%
	Operations	2,729,715	2,729,715	205,155	7.52%
	Capital Outlay	469,800	469,800	422,626	89.96%
	Debt Service	8,500	8,500	0	0.00%
	Transfers	25,000	25,000	25,000	100.00%
	Total Fleet Management Expenditures	3,562,993	3,562,993	800,327	22.46%
295	Information Systems	1,746,953	1,746,953	979,596	56.07%
	Salaries & Benefits	546,549	546,549	217,467	39.79%
	Operations	960,904	960,904	425,337	44.26%
	Capital Outlay	235,500	235,500	0	0.00%
	Transfers	4,000	4,000	4,000	100.00%
	Total Information Systems Expenditures	1,746,953	1,746,953	646,804	37.02%
Revenue for Miscellaneous Funds					
320	Water Construction Fund	7,293,632	7,293,632	583,809	8.00%
330	Sewer Construction Fund	10,018,376	10,018,376	1,522,406	15.20%
340	Sanitation Construcion Fund	5,935,060	5,935,060	312,730	5.27%
350	Capital Projects Fund	15,292,981	15,292,981	9,436,679	61.71%
355	LID Construction Fund	166,748	166,748	788	0.47%
380	Hamilton P & R	93,903	93,903	19,064	20.30%
590	Bond & Interest Debt Service Fund	10,752,964	10,752,964	579,425	5.39%
595	LID Bonded Debt Service Fund	30,618	30,618	1,431	4.67%
	Total Miscellaneous Fund Revenue	49,584,282	49,584,282	12,456,332	25.12%
Expenses for Miscellaneous Funds					
320	Water Construction Fund	7,293,632	7,293,632	131,376	1.80%
330	Sewer Construction Fund	10,018,376	10,018,376	63,954	0.64%
340	Sanitation Construcion Fund	5,935,060	5,935,060	0	0.00%
350	Capital Projects Fund	15,292,981	15,292,981	1,202,008	7.86%
355	LID Construction Fund	166,748	166,748	62,504	37.48%
380	Hamilton P & R	93,903	93,903	76,407	81.37%
590	Bond & Interest Debt Service Fund	10,752,964	10,752,964	8,911,954	82.88%
595	LID Bonded Debt Service Fund	30,618	30,618	0	0.00%
	Total Miscellaneous Fund Expenses	49,584,282	49,584,282	10,448,204	21.07%
Total City Revenue (1)		101,447,045	101,447,045	33,986,922	33.50%
Total City Expenses		101,447,045	101,447,045	32,315,566	31.85%

Note: Citizens are invited to inspect the detailed supporting records of the above financial statements.

(1) Revenues do not include beginning fund balance as a resource available in this report

CITY COUNCIL STAFF REPORT

DATE: Monday, April 20, 2020



RESPONSIBLE STAFF

Bill Belknap, Deputy City Supervisor,
Community Planning and Design

REVIEWED BY

None

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Idaho Department of Environmental Quality Revolving Loan Fund Phase I Revenue Bond Ordinance Approval (ACTION ITEM) - Bill Belknap

DESCRIPTION

In 2014 the City sought, and received, judicial confirmation that allowed the City to incur debt for three water system improvements that were intended to achieve compliance with specific Idaho Department of Environmental Quality (DEQ) water system requirements related to water production capacity and fire flows as an ordinary and necessary expense.

Specifically, the City's water production system is required to have adequate source redundancy to meet the City's domestic demands after removal of the City's highest producing well (Well #9). Currently, the City is unable to meet that requirement and the development of Well 10 as a high-production well was intended to achieve that end. Additionally, during the preparation of the City's 2012 Comprehensive Water System Plan, it was discovered that the City's six water pressure booster stations were primarily sized to accommodate domestic demands only and were incapable of delivering the required fire suppression capacities.

After receiving approval by judicial confirmation, the City applied for and received \$4.3M in funding from DEQ's Revolving Loan Fund (RFL) and commenced with design of the initial phase (Phase 1) of the Subject Improvements which included drilling Well #10 (not including production development) and the construction of three of the six booster stations (Vista, Taylor and White). Phase I of the project is now complete and the City needs to convert the construction loan to revenue bonds in accordance with the DEQ Loan offer. The revenue bonds would carry a term of 20 years and an annual interest rate of 2.25 percent which will be repaid with water utility revenues.

In order to issue the revenue bonds, the City Council is required to pass two bond ordinances including the master bond ordinance that provides the general authority and terms of the revenue bond issuance including any covenants, reserve funds and other conditions, and the supplemental bond ordinance that details to specific financial terms of the bonds and the amortization schedule. The City Bond Counsel has prepared the bond ordinances for the Council's approval. After approval, the final bond instruments will be prepared with a projected closing date of May 12, 2020.

STAFF RECOMMENDATION

Approve the Master Bond Ordinance #2020-04 and Supplemental Bond Ordinance #2020-05 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.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Master Bond Ordinance #2020-04 and Supplemental Bond Ordinance #2020-05 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.

FISCAL IMPACT

Annual debt service payments in the amount of \$268,222.08 to be paid from water system ratepayer revenues.

PERSONNEL IMPACT

ATTACHMENTS

1. mem-RLF Bond Ordinance approval 04-15-2020
2. 12344217_3_Master Bond Ordinance - Water System (Moscow)
3. 12344824_3_Supplemental Ordinance (DEQ loan agreement) (Water Revenue Bond)

Memo

To: Gary J. Riedner, City Supervisor
Sarah Banks, Finance Director

From: Bill Belknap, Deputy City Supervisor BB

Date: April 15, 2020

Re: Phase I IDEQ Revolving Loan Fund Bond Ordinance Approval

As you are aware, in 2014 the City sought, and received, judicial confirmation that allowed the City to incur debt without voter approval for three water system improvements that were intended to achieve compliance with specific Idaho Department of Environmental Quality (DEQ) water system requirements related to water production capacity and fire flows as an ordinary and necessary expense.

Specifically, the City's water production system is required to have adequate source redundancy to meet the City's domestic demands after removal of the City's highest producing well (Well #9). Currently, the City is unable to meet that requirement and the development of Well 10 as a high-production well was intended to achieve that end. Additionally, during the preparation of the City's 2012 Comprehensive Water System Plan, it was discovered that the City's six water pressure booster stations were primarily sized to accommodate domestic demands only and were incapable of delivering the required fire suppression capacities.

The judicial confirmation petition specifically identified the replacement of the existing booster stations, the development of Well #10 and associated water mains, and the replacement of the Indian Hills waterline as the critically necessary improvements that were required to meet the DEQ's source redundancy and fire suppression capacities. According to an affidavit from then Public Works Director Les MacDonald, these specific water system improvements (Subject Improvements) were estimated to cost \$4,295,000 to construct. It is important to note that this estimate was based on the cost estimates from the 2012 Plan, which were expressed in 2010 dollars, and cost escalation to account for construction cost inflation was not included. The petition also addressed other system improvements that would be necessary including additional piping and a new water reservoir that would be constructed utilizing existing cash reserves and additional cash from rate collections.

After receiving approval of the judicial confirmation, the City applied for and received \$4.3M in funding from DEQ's Revolving Loan Fund (RFL) and commenced with design of the initial

phase (Phase 1) of the Subject Improvements which included drilling Well #10 (not including production development) and the construction of three of the six booster stations (Vista, Taylor and White). Phase I of the project is now complete and the City needs to convert the construction loan to revenue bonds in accordance with the DEQ Loan offer. The revenue bonds would carry a term of 20 years and an annual interest rate of 2.25 percent which will be repaid with water utility revenues.

In order to issue the revenue bonds, the City Council is required to pass two bond ordinances including the master bond ordinance that provides the general authority and terms of the revenue bond issuance including any covenants, reserve funds and other conditions, and the supplemental bond ordinance that details to specific financial terms of the bonds and the amortization schedule. The City Bond Counsel has prepared the bond ordinances for the Council's approval. After approval, the final bond instruments will be prepared with a projected closing date of May 12, 2020.

The City is concurrently advancing Phase II of the water system improvements including the completion of Well #10 and the reconstruction of the remaining water booster stations and associated water main replacements which will be completed over the next 24 months. The City has accepted an additional \$4.3M in RLF funding from DEQ for the Phase II improvement under the same terms and conditions as the Phase I funding. Upon completion of the Phase II improvements, the Council will pass similar bond ordinances to issue the final revenue bonds.

**CITY OF MOSCOW
LATAH COUNTY, IDAHO**

**MASTER BOND ORDINANCE NO. 2020-04
(WATER SYSTEM)**

AN ORDINANCE OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF WATER REVENUE BONDS FROM TIME TO TIME TO PROVIDE FUNDS NECESSARY TO FINANCE OR REFINANCE IMPROVEMENTS TO THE CITY'S WATER SYSTEM; FIXING THE FORM, COVENANTS AND CERTAIN TERMS OF THE BONDS TO BE ISSUED; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF BONDS; PLEDGING REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS ISSUED HEREUNDER; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO THE BONDS; DESIGNATING CERTAIN FUNDS AND ACCOUNTS OF THE CITY; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

Approved: April 20, 2020

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MASTER BOND ORDINANCE NO. 2020-04 (WATER SYSTEM)

AN ORDINANCE OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF WATER REVENUE BONDS FROM TIME TO TIME TO PROVIDE FUNDS NECESSARY TO FINANCE OR REFINANCE IMPROVEMENTS TO THE CITY'S WATER SYSTEM; FIXING THE FORM, COVENANTS AND CERTAIN TERMS OF THE BONDS TO BE ISSUED; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF BONDS; PLEDGING REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS ISSUED HEREUNDER; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO THE BONDS; DESIGNATING CERTAIN FUNDS AND ACCOUNTS OF THE CITY; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

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

WHEREAS, the City of Moscow, Latah County, Idaho (the "**City**") is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho;

WHEREAS, the Council of the City, as the same shall be duly and regularly constituted from time to time (the "**City Council**" or "**Council**"), is authorized and empowered by the Revenue Bond Act, Idaho Code Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Title 57, Chapter 2, Idaho Code (collectively, the "**Act**"), to authorize, issue, sell and deliver revenue bonds to finance the acquisition and construction of improvements and additions to the City's domestic water system (the "**System**");

WHEREAS, on April 29, 2014, the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah, Idaho, in Case No. CV-2014-81, issued its Judgment (the "**Judicial Confirmation**") finding, among other things, that the City has the authority to finance certain improvements to the System by entering into a loan agreement and related financing documents with the Idaho Department of Environmental Quality (the "**IDEQ**"), and that those certain System improvements are ordinary and necessary expenses pursuant to Article VIII, Section 3 of the Idaho Constitution, and that such bonds are valid and binding obligations of the City;

WHEREAS, on June 16, 2014, the City accepted and entered into a Loan Offer, Acceptance and Agreement for Drinking Water Treatment Design and Construction dated June 12, 2014 (the "**IDEQ Loan Agreement**") with the IDEQ, wherein the IDEQ agreed to finance certain improvements to the City's System, with repayment of the loan to be paid from revenues of the System;

WHEREAS, the City desires to issue to IDEQ a revenue bond pursuant to the terms of a Supplemental Ordinance (the “**2020 Bond**”) to evidence the loan amount under the IDEQ Loan Agreement, which will be allocated to the expenditures authorized by the Judicial Confirmation;

WHEREAS, it is hereby found to be in the best interests of the City that the City adopt this ordinance (hereinafter, this “**Master Ordinance**”) to provide the terms and provisions by which the City shall authorize the issuance and sale of revenue bonds pursuant to Supplemental Ordinances hereunder including i) the 2020 Bond ii) revenue bonds evidencing the remaining authority under the Judicial Confirmation, and iii) revenue bonds to finance or refinance improvements to the System pursuant to the Act, judicial confirmation or election pursuant to Article VIII, Section 3, of the Idaho Constitution;

NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, FURTHER ORDAIN AS FOLLOWS:

Section 1. Definitions. In addition to the defined terms in the WHEREAS clauses hereto, the following definitions shall apply to capitalized terms used in this Master Ordinance, unless a different meaning clearly appears from the context:

Acquisition includes the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, or grant from the federal government, the State of Idaho, or any public body therein or any person, the condemnation, transfer, option to purchase, other contract, or other acquirement, or any combination thereof.

Additional Bonds mean any Bonds or obligations issued from time to time subsequent to the issuance of the 2020 Bond pursuant to Supplemental Ordinances hereto.

Additional Bonds Requirement means Net Revenues equal to or greater than:

- (a) 125% of Maximum Annual Debt Service for all Parity Bonds; and
- (b) 100% of Maximum Annual Debt Service for all subordinate lien evidences of indebtedness secured by Revenue of the System.

Annual Debt Service means the amount required in a Fiscal Year for the payment of the principal of and interest on Parity Bonds, except interest capitalized from the proceeds of Parity Bonds.

Average Annual Debt Service means the average amount of Annual Debt Service which will become due on any Parity Bonds for the period from the date of such calculation until the final maturity date of the Parity Bonds then Outstanding.

Beneficial Owner or Owner means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

Bond Fund means the “City of Moscow Water Revenue Bond Fund” created hereunder consisting of the Debt Service Account and the Reserve Account, and subaccounts thereunder, for the purpose of paying the principal of and interest due on Bonds, as applicable.

Bond Purchase Contract means a contract between the City and a Purchaser in the form presented to the City on the date of sale of Bonds authorized under a Supplemental Ordinance.

Bond Register means the registration records maintained by the Bond Registrar setting forth the names and addresses of Registered Owners of the Bonds, in compliance with Section 149 of the Code.

Bond Registrar means the person or qualified entity appointed by the City pursuant to Section 3 hereof for the purposes of registering and authenticating the Bonds, maintaining the Bond Register, effecting transfer of ownership of the Bonds, and paying interest on and principal of the Bonds.

Bonds mean any Bonds, including the 2020 Bond, or Additional Bonds authorized to be issued pursuant to Supplemental Ordinances hereto with or without a parity pledge on Net Revenues.

Bond Year means each one-year period that ends on the date selected by the City. The first and last Bond Years may be shorter periods. If no day is selected by the City before the earlier of the final maturity date of the Bonds or the date that is five years after the date of issuance of the Bonds, Bond Years shall end on each anniversary of the date of issue and on the final maturity date of the Bonds.

City Clerk or Clerk means the de facto or de jure City Clerk of the City, or other officer of the City who is the custodian of the records of the proceedings of the City, or his/her successor in function, if any.

Code means the Internal Revenue Code of 1986, as amended, together with corresponding and applicable regulations and revenue rulings issued with respect thereto by the Treasury Department or the Internal Revenue Service of the United States.

Commission means the Securities and Exchange Commission.

Cost of Acquisition or any phrase of similar import, shall mean all or any part designated by the City of the costs of a Project, or interest therein, which costs, at the option of the City, may include all or any part of the incidental costs pertaining to the Acquisition of the Project, including, without limitations:

- (1) Preliminary expenses advanced by the City from funds available for the use therefor, or advanced by the federal government, or from any other source, with approval of the City, or any combination thereof;

- (2) The costs of making surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

(3) The costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys at law, clerical help, or other agents of employees;

(4) The costs of contingencies;

(5) The costs of any discount on Bonds and of any of the costs of issuance of Bonds;

(6) The costs of funding and short-term financing, revenue warrants, bond anticipation notes, or other temporary loans appertaining to the Project, and of the incidental expenses incurred in connection with such loans;

(7) The acquisition costs of any properties, rights, easements, or other interest in properties, or any licenses, privileges, agreements and franchises; and

(8) All other expenses necessary or desirable and appertaining to a Project, as estimated or otherwise ascertained by the City.

Debt Service Account means the City of Moscow “Revenue Bond Debt Service Account,” hereby established as an account of the Bond Fund, out of which the principal of and interest on any Bonds authorized hereunder shall be paid.

Designated Representative means the Mayor, Treasurer, Clerk, Finance Director or any City employee designated as such by the Mayor, Treasurer, Clerk or Finance Director.

DTC means The Depository Trust Company of New York, as depository for the Bonds, or any successor or substitute depository for Bonds, as applicable.

Electronic Means means telecopy, facsimile transmissions, e-mail transmissions or other similar electronic means of communication providing evidence of transmission.

Engineer means an independent licensed professional engineer (or firm of licensed professional engineers) selected by the City and experienced and skilled in the design, construction and operation of water systems of comparable size and character to the System.

Fiscal Year means the year commencing October 1 and ending the following September 30.

Fitch means Fitch, Inc., organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Fitch shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P or Moody’s) designated by the City.

Information Reporting Agreement shall mean, with respect to certain Bonds authorized hereunder, the form of continuing disclosure undertaking by the City dated the date of issuance and delivery of the respective Bonds, as originally executed and as may be amended from time to time in accordance with the terms hereof, if required by Rule 15c2-12.

Letter of Representations means a Blanket Issuer Letter of Representations from the City to DTC authorized by the City for filing with DTC, when applicable.

Maximum Annual Debt Service means, at the time of calculation, the maximum amount of Annual Debt Service that will be payable in the current Fiscal Year or any future Fiscal Year on all Parity Bonds.

Mayor means the Mayor of the City, or any presiding officer or titular head of the City, or his/her successor in functions, if any.

Moody's means Moody's Investors Service, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Moody's shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P and Fitch) designated by the City.

Net Proceeds, when used with reference to Bonds, means the face amount of the Bonds, plus accrued interest and original issue premium, if any, and less original issue discount and proceeds deposited into a Reserve Account, if any.

Net Revenues means, for any period, the Revenue of the System after the deduction of Operation and Maintenance Expenses.

Operation and Maintenance Expenses means all reasonable expenses incurred by the City, paid or accrued, of operating, maintaining, and repairing the System or of levying, collecting and otherwise administering the Revenue of the System for the payment of the Bonds, but shall not include any payment for debt service or deposits into a Reserve Account, depreciation or taxes levied or imposed by the City of payments to the City in lieu of taxes, or capital additions or capital replacements to the System, and the term includes (except as limited by contract or otherwise limited by law) without limiting the generality of the foregoing:

(1) Engineering, auditing, reporting, legal and other overhead expenses of the various City departments directly relating and reasonably allocable to the administration of the System;

(2) Fidelity bond and property and liability insurance premiums appertaining to the System, or a reasonably allocable share of a premium of any blanket bond or policy pertaining thereto;

(3) Payments to pension, retirement, health, and hospitalization funds and other insurance related to the operation of the System;

(4) Any taxes, assessments, excise taxes or other charges which may be lawfully imposed on the City, the System, revenues therefrom, or any privilege in connection with their operation;

(5) The reasonable charges of the fiscal or paying agent, Bond Registrar, commercial bank, trust bank or other depository bank appertaining to Bonds or appertaining to a Project, if any;

(6) Contractual services, professional services, salaries, other administrative expenses, the cost of materials, supplies, repairs and labor, appertaining to the issuance of Bonds and to the System; and

(7) All other administrative, general and commercial expenses.

Ordinance means this Master Ordinance and, when applicable, this Master Ordinance together with Supplemental Ordinance(s) hereto.

Outstanding, as of any particular date, means all Bonds issued hereunder which have been issued, executed, authenticated and delivered by the City, except (i) Bonds cancelled because of payment or redemption prior to their stated dates of maturity, and (ii) any Bonds (or portion thereof) for the payment or redemption of which there has been separately set aside and held funds for the payment thereof.

Parity Bonds means the 2020 Bond and Additional Bonds authorized under Supplemental Ordinances, each having an equal priority lien on the Net Revenues.

Permitted Investments means such investments as shall be legal investment for funds under Section 50-1013, Idaho Code, as then in effect.

Private Person means any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

Project means the undertaking or undertakings of acquiring and/or constructing improvements to the System after obtaining authority to incur debt in accordance with the laws of the State of Idaho, as specifically described in the respective Supplemental Ordinance.

Project Fund means the fund created pursuant to Section 8 hereunder or under any Supplemental Ordinance, and any subaccount thereunder into which shall be deposited Net Proceeds of Bonds to finance a Project and costs of issuance thereof.

Purchaser means an underwriter or direct purchaser of Bonds, as authorized under Supplemental Ordinance(s).

Qualified Insurance means any municipal bond insurance policy or surety bond issued by any insurance company licensed to conduct an insurance business in any state of the United States (or by a service corporation acting on behalf of one or more such insurance companies) which insurance company or companies, as of the time of issuance of such policy or surety bond, are currently rated in one of the two highest Rating Categories by the Rating Agency.

Qualified Letter of Credit means any letter of credit issued by a financial institution for the account of the City, which institution maintains an office, agency or branch in the United States and as of the time of issuance of such letter of credit is currently rated in one of the two highest Rating Categories by the Rating Agency.

Rate Covenant means Net Revenues in each Fiscal Year at least equal to 125% of the amounts required in such Fiscal Year to be paid as scheduled debt service (principal and interest) on all Parity Bonds.

Rating Agency means Moody's, S&P or Fitch.

Rating Category means the generic rating categories of the Rating Agency, without regard to any refinement or gradation of such rating category by a numerical modifier or otherwise.

Rebate Fund means the fund by that name established under Section 9 hereto.

Record Date, unless otherwise provided in a Supplemental Ordinance, means (a) in the case of each interest payment date, the close of business on the fifteenth day preceding the interest payment date; and, if not a business day of the Bond Registrar, the next preceding day that is a Business Day of the Bond Registrar, and (b) in the case of redemption, if applicable, such record date as shall be specified by the Bond Registrar in the notice of redemption, provided that such record date shall be not less than fifteen (15) calendar days before the mailing of such notice of redemption.

Registered Owner or **Registered Owners** mean the person or persons whose names and addresses shall appear on the Bond Register maintained by the Bond Registrar in accordance with the terms of this Master Ordinance, as the owner or owners of a specific Bond or Bonds. For so long as Bonds are held in book-entry form, DTC shall be deemed to be the sole Registered Owner thereof.

Reserve Account(s) means the City of Moscow "Debt Service Reserve Account," hereby established as an account of the Bond Fund, including any and all subaccounts thereunder created upon issuance of Bonds under and as required by Supplemental Ordinances.

Reserve Account Requirement means, the amount required to be deposited by the City into a subaccount under the Reserve Account upon issuance of Bonds authorized hereunder, if required by the respective Supplemental Ordinance.

Revenue Fund means the fund designated the "City of Moscow Water Revenue Fund" into which all of the Revenue of the System is deposited.

Revenue of the System or **Revenue** means all earnings, revenue and moneys received by the City from or on account of the operation of the System, including income from investments of money in the Bond Fund or from any other investment thereof, except the income from investments irrevocably pledged to the payment of any other revenue obligations of the City pursuant to a plan of retirement or refunding. The term Revenue of the System shall include any federal or state reimbursements of Operation and Maintenance Expenses to the extent such expenses are included as Operation and Maintenance Expenses.

Rule 15c2-12 means Rule 15c2-12, as amended, promulgated by the SEC under the Securities and Exchange Act of 1934, as the same may be amended from time to time.

S&P means Standard & Poor's, a Division of The McGraw Hill Companies, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, S&P shall be deemed to refer to any other nationally recognized securities rating agency (other than Moody's and Fitch) designated by the City.

SEC means the Securities and Exchange Commission.

Supplemental Ordinance means ordinances adopted by the City Council supplementing this Master Ordinance to authorize the issuance of Bonds under this Ordinance.

System means the domestic water system of the City, including the assets, real and personal, tangible and intangible, and as it may later be added to, extended and improved, and shall include reservoirs, storage facilities, water mains, conduits, aqueducts, pipelines, pumping stations, filtration plants, and all appurtenances and machinery necessary or useful for obtaining, storing, treating, purifying or transporting water for domestic uses or purposes or other income producing property from the operation of or in connection with which revenues for the payment of Bonds authorized hereunder will be derived, and the lands appertaining thereto, including, without limitation, any Project(s) to be acquired with the proceeds of Bonds issued hereunder.

Tax Certificate means any agreement or certificate of the City which the City may execute in order to establish and assure the tax-exempt status of interest received on Bonds.

Treasurer means the duly appointed Treasurer of the City, or his/her successor in function, if any.

Rules of Interpretation. In this Master Ordinance, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Master Ordinance, refer to this Master Ordinance as a whole and not to any particular article, section, or subdivision;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of any sections of this Master Ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Master Ordinance, nor shall they affect its meaning, construction or effect; and

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization of Bonds. In accordance with and subject to the terms, condition and limitations of the Revenue Bond Act or other statutes authorizing Bonds to be issued hereunder, the City is authorized to issue Bonds pursuant to the terms and provisions hereof as supplemented by the terms and provisions of Supplemental Ordinance(s) to provide for the specific terms and provisions thereof, including, but not limited to, the designation of each series of Bonds, the dated date of original issuance and delivery thereof, the registration provisions thereof, the denominations, maturity, payment and redemption provisions thereof, and requirements, if any, for a Reserve Account to secure payment of debt service on the Bonds. Bonds shall be special obligations only of the Bond Fund and shall be payable and secured as provided herein. The Bonds do not constitute an indebtedness or general obligation of the City within the meaning of the constitutional provisions and limitations of the State of Idaho.

Section 3. Registration, Exchange and Payments.

(a) *Registrar and Register.* Upon issuance of Bonds hereunder, if required, the City will appoint a registrar, authenticating agent, paying agent and transfer agent (collectively, the "Bond Registrar"). The Bond Registrar shall keep, or cause to be kept, at its principal corporate trust office, as applicable, sufficient records for the registration and transfer of Bonds (the "Bond Register"), which shall be open to inspection by the City. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this Ordinance and to carry out all of the Bond Registrar's powers and duties under this Ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bonds. The Mayor or Treasurer is hereby authorized to negotiate the terms of a registrar agreement with the Bond Registrar, if required, providing for compensation and other terms mutually acceptable to the City and the Bond Registrar regarding the performance of its duties under this Ordinance. The term "Bond Registrar" shall include, as applicable, any appointed successor, business successor or successors thereto, any company into which the Bond Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, provided such company shall be a bank or trust company organized under the laws of any state of the United States of America or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to the Bond Registrar without the execution or filing of any paper or the performance of any further act.

(b) *Registered Ownership.* The City and the Bond Registrar may deem and treat the Registered Owner of each Bond on the Record Date as the absolute owner for all purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described herein, but such registration may be transferred as herein provided. All such payments made as described herein, shall be valid and shall satisfy the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letter of Representations.* If required by the respective Supplemental Ordinance, Bonds may be held in fully immobilized form by DTC acting as depository. In the written acceptance of the Bond Registrar, the Bond Registrar shall agree to take all action necessary for all representations of the City in the Letter of Representations with

respect to the Bond Registrar to be complied with at all times. The City's Letter of Representations is for the purpose of effectuating the book-entry-only system and shall not be deemed to amend, supersede or supplement the terms of this Ordinance, which terms are intended to be complete without reference to the Letter of Representations.

In the event of any conflict between the terms of the Letter of Representations and the terms of this Ordinance, the terms of this Ordinance shall control. DTC may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

(d) Neither the City nor the Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to book-entry Bonds for the accuracy of any records maintained by DTC or any DTC participant, the payment by DTC or any DTC participant of any amount in respect of the principal of or interest on Bonds, any notice that is permitted or required to be given to Registered Owners under this Ordinance (except such notices as shall be required to be given by the City to the Bond Registrar or to DTC), the selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the Bonds, or any consent given or other action taken by DTC as the Registered Owner. For so long as any Bonds are held in fully immobilized book-entry form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes, and all references in this Ordinance to the Registered Owners shall mean DTC or its nominee and shall not mean the owners of any beneficial interest in any Bonds.

(e) *Use of Depository.*

(1) Under the book-entry-only system, Bonds shall be registered initially in the name of "CEDE & Co.," as nominee of DTC, with one Bond maturing on each of the maturity dates for each series of Bonds in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such immobilized Bonds, or any portions thereof, may not thereafter be transferred except (a) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (b) to any substitute depository appointed by the Designated Representative pursuant to subsection (2) below or such substitute depository's successor; or (c) to any person as provided in subsection (4) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Designated Representative to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Designated Representative may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (a) or (b) of subsection (1) above, the Bond Registrar shall, upon receipt of all Outstanding Parity Bonds issued hereunder, together with a written request on behalf of the Designated Representative, issue a single new Bond for each maturity then outstanding, registered in the name of such successor or such

substitute depository, or their nominees, as the case may be, all as specified in such written request of the Designated Representative.

(4) In the event that (a) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (b) the Designated Representative determines that it is in the best interest of the Beneficial Owners of the Bonds that such Owners be able to obtain such Bonds in the form of Bond certificates, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully immobilized form. The Designated Representative shall deliver a written request to the Bond Registrar, together with a supply of definitive Bonds, to issue Bonds as herein provided in any authorized denomination. Upon receipt by the Bond Registrar of all then Outstanding Bonds issued hereunder, together with a written request on behalf of the Designated Representative to the Bond Registrar, new Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(f) *Registration of Transfer of Ownership or Exchange; Change in Denominations.* The transfer of any Bond may be registered and Bonds may be exchanged, but no transfer of any such Bond shall be valid unless such Bond is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, maturity, and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and cancelled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of the Bonds of the same date, maturity, and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to register the transfer or to exchange any Bond during the 15 days preceding the date any such Bond is to be redeemed.

(g) *Registrar's Ownership of Bonds.* The Bond Registrar may become the Registered Owner of any Bond, if applicable, with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the rights of the Registered Owners of the Bonds.

(h) *Place and Medium of Payment.* The principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be calculated pursuant to the provisions of the respective Supplemental Ordinance authorizing Bonds. For so long as all Bonds are in fully immobilized form, such payments of principal and interest thereon shall be made as provided in the operational arrangements of DTC as referred to in the Letter of Representations.

In the event that the Bonds are no longer in fully immobilized form, or are initially issued outside of the DTC book-entry system, interest on the Bonds shall be paid by check or draft

mailed to the Registered Owners of the Bonds at the addresses for such Registered Owners appearing on the Bond Register on the Record Date. Principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Bond Registrar.

Section 4. Redemption and Purchase.

(a) *Redemption.* Bonds will be subject to optional and/or mandatory redemption prior to maturity pursuant to the terms and provisions of the respective Supplemental Ordinance(s) authorizing Bonds.

(b) *Purchase of Bonds.* The City reserves the right to use at any time any Revenue of the System available after providing for payments required by Section 6.(b) of this Ordinance, or other available funds, to purchase any of the Bonds offered to the City at any price deemed reasonable by the Designated Representative.

(c) *Selection of Bonds for Redemption.* As long as Bonds are held in book-entry only form, the selection of Bonds to be redeemed shall be made in accordance with the operational arrangements in effect at DTC. If the Bonds are not held in uncertificated form, the selection of such Bonds to be redeemed shall be made as provided in this subsection (c). If the City redeems at any one time fewer than all of the Bonds having the same maturity date, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot (or in such other manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Bond of a denomination greater than \$5,000, the City and the Bond Registrar shall treat each Bond as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond by \$5,000. If Bonds are called for optional redemption, portions of the principal amount of such Bonds, in installments of \$5,000 or any integral multiple of \$5,000, may be redeemed. If less than all of the principal amount of any Bond is redeemed, upon surrender of such Bond at the principal office of the Bond Registrar, there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new Bond or Bonds, at the option of the Registered Owner, of like maturity and interest rate in any denomination authorized by this Ordinance.

(d) Notice of Redemption.

(1) Official Notice. Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption (which notice may be conditional) shall be given by the Bond Registrar on behalf of the City by Electronic Means or by mailing a copy of an official redemption notice by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. All official notices of redemption shall be dated and shall state:

(A) the redemption date;

(B) the redemption price;

(C) if fewer than all Outstanding Bonds authorized and issued hereunder are to be redeemed, the identification by maturity (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;

(D) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(E) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Bond Registrar.

On or prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date, unless the redemption notice specified a conditional redemption and the condition was not fulfilled.

(2) Effect of Notice. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued. The City will not provide notices of redemption to Beneficial Owners of any Bond, and notice to DTC in accordance with this Section shall constitute sufficient notice.

(3) Additional Notice. In addition to the foregoing notice, further notice shall be given by the Bond Registrar as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed. Each further notice of redemption shall be sent at least thirty (30) days before the redemption date by registered or certified mail, overnight delivery service or Electronic Means to the Electronic Municipal Market Access System ("EMMA") of the Municipal Securities Rule Making Board as provided for by the Securities and Exchange Commission and located at www.emma.mrsb.org, or to such other depository designated by the Securities and Exchange Commission.

(4) CUSIP Numbers. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the

CUSIP number, if any, identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(5) Amendment of Notice Provisions. The foregoing notice provisions of this Section, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended, by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 5. Establishment of Accounts and Funds. The following accounts and funds on the accounting records of the City are hereby ratified, if previously created, or created with respect to Bonds issued hereunder:

- (a) Bond Fund, held by the City, consisting of the Debt Service Account and any and all Reserve Accounts;
- (b) Revenue Fund, held by the City;
- (c) Project Fund, and any subaccounts thereunder, held by the City; and
- (d) Rebate Fund, held by the City.

Section 6. Revenue Fund; Priority of Application of Revenue.

(a) *Revenue Fund*. The City maintains the Revenue Fund as a separate enterprise fund of the City. All Revenue of the System is deposited in the Revenue Fund. Notwithstanding the foregoing, the City may maintain such separate funds and accounts in such names and under such additional designations as shall be required to comply with standard accounting practices.

(b) *Priority of Application of Revenue of the System*. The Revenue Fund shall be held separate and apart from all other funds and accounts of the City, and the Revenue of the System deposited in such Revenue Fund shall be used only for the following purposes and in the following order of priority:

First, to pay the Operation and Maintenance Expenses of the System;

Second, to pay the interest on any Parity Bonds, including reimbursements to the issuer of a Qualified Letter of Credit or Qualified Insurance if a Qualified Letter of Credit or Qualified Insurance secures the payment of interest on Parity Bonds and the Supplemental Ordinance authorizing such Parity Bonds provides for such reimbursement;

Third, to pay the principal of any Parity Bonds, including reimbursements to the issuer of a Qualified Letter of Credit or Qualified Insurance if a Qualified Letter of Credit or Qualified Insurance secures the payment of principal of Parity Bonds and the Supplemental Ordinance authorizing such Parity Bonds provides for such reimbursement;

Fourth, to make all payments required to be made into any Reserve Account created to secure payment of debt service on any series of Parity Bonds, including reimbursements to the

issuer of a Qualified Letter of Credit or Qualified Insurance if a Qualified Letter of Credit or Qualified Insurance has been issued to fund the Reserve Account Requirement for any series of Parity Bonds and the Supplemental Ordinance authorizing such Parity Bonds provides for such reimbursement;

Fifth, to make all payments required to be made into any revenue bond redemption fund or revenue warrant redemption fund and debt service fund or reserve account created to pay and secure the payment of the principal of and interest on government loans and any other revenue bonds or revenue warrants of the City having a lien upon the Revenue of the System junior and inferior to the lien thereon for the payment of the principal of and interest on Parity Bonds; and

Sixth, to retire by redemption or purchase any Outstanding Parity Bonds or revenue warrants of the City payable out of the Revenue of the System, to make necessary additions, betterments, improvements and repairs to or extensions and replacements of the System, or for any other lawful City purposes.

The City may transfer any money from any funds or accounts of the System legally available therefor, except bond redemption funds, refunding escrow funds or defeasance funds, to meet the required payments to be made into the Bond Fund.

Section 7. Bond Fund. There is hereby created a fund known as the “City of Moscow Water Revenue Bond Fund” (the “Bond Fund”) solely for the purpose of paying the principal of, premium, if any, and interest on the Parity Bonds. The Bond Fund shall consist of the following accounts: (1) the Debt Service Account, and any and all subaccounts established thereunder pursuant to Supplemental Ordinances, and (2) the Reserve Account, including any and all subaccounts thereunder established thereunder pursuant to Supplemental Ordinances.

Said accounts are more particularly described as follows:

(a) Debt Service Account. As long as any Parity Bonds remain Outstanding, the City hereby irrevocably obligates and binds itself to set aside and pay from the Revenue Fund into the Debt Service Account those amounts necessary, together with such other funds as are on hand and available in the Debt Service Account, to pay the interest or principal and interest next coming due on such Bonds. Such payments from the Revenue Fund to the Debt Service Account shall be made in a fixed amount without regard to any fixed proportion following the closing and delivery of Bonds on or before each date on which an installment of interest or principal and interest falls due on Parity Bonds and/or a Parity Bond is subject to mandatory redemption and in an amount equal to the installment of interest or principal and interest or the redemption amount.

(b) Reserve Account(s). If provided in a Supplemental Ordinance authorizing an issue of Bonds, the City shall maintain a Reserve Account as required by the Supplemental Ordinance for the purpose of securing the payment of the principal of and interest on such issue of Bonds. The City will covenant and agree in such Supplemental Ordinance to fund the Reserve Account upon issuance of the Bonds in the amount of the Reserve Account Requirement as provided therein, or to provide for funding of the Reserve Account over time, and after funding the Reserve Account Requirement, to maintain at all times an amount in the Reserve Account, as applicable, equal to the Reserve Account Requirement as provided therein, except

for withdrawals authorized therefrom, for so long as such Bonds remain Outstanding. Any Reserve Account created and held pursuant to a Supplemental Ordinance shall only secure Bonds issued thereunder.

Alternatively, a Reserve Account Requirement for any issue of Bonds may be maintained, in whole or in part, by a Qualified Letter of Credit or Qualified Insurance, as provided in the respective Supplemental Ordinance. The amount payable from the Qualified Insurance or the Qualified Letter of Credit shall be credited against the amounts otherwise required to be accumulated and maintained in a Reserve Account. In computing the amount on hand in the Reserve Account, Qualified Insurance and/or a Qualified Letter of Credit shall be valued at the face amount thereof, and all other obligations purchased as an investment of moneys therein shall be valued at cost.

The Supplemental Resolution for each series of Bonds will set out the terms and provisions for withdrawals from the Reserve Account, if required, in the event of insufficient amounts in the Debt Service Account to pay the principal of, premium if any, interest on, and mandatory sinking fund installments, as applicable, on any Bonds secured by such Reserve Account then Outstanding, and the provisions for any surplus in the Reserve Account, if applicable.

In the event there shall be a deficiency in the Debt Service Account to meet maturing installments of either principal, interest, or sinking fund installments on the Bonds payable out of such account and secured by a Reserve Account, such deficiency shall be made up from such Reserve Account(s), as applicable, by the withdrawal of moneys therefrom. Any deficiency created in a Reserve Account by reason of any such withdrawal shall then be made up out of Revenue of the System (after making necessary provision for the payments required to be made by subparagraphs First through Third of Section 6.(b)) by approximately equal additional monthly payments so that by twelve (12) months from the date of such withdrawal there will have been paid into the applicable Reserve Account an amount which, with money already on deposit therein, will equal the Reserve Account Requirement, as applicable.

The value of money and obligations credited to any and all Reserve Accounts, as applicable, shall be determined by the City annually as of September 30 and on the closing date of any Parity Bonds. If the valuation shall be less than the amount required to be maintained therein, the deficiency (due to said valuation and not to a withdrawal) shall be made up from the Revenue Fund by paying into the applicable Reserve Account one-sixth (1/6) of the deficiency on or before the 20th day of each of the next six (6) succeeding months.

(c) *Sufficiency of Revenues.* The City Council hereby states and certifies that in setting aside and providing for said payments into the various accounts within the Bond Fund of the amounts necessary for the payment of the principal, interest, and sinking fund installments on said Bonds, as applicable, the City Council has taken into consideration and has due regard for Operation and Maintenance Expenses, and the City Council will set aside into said accounts within the Bond Fund moneys sufficient and necessary to retire said Bonds (including principal, interest, and sinking fund installments) and any prior or subsequent bonds issued on a parity therewith, after paying all Operation and Maintenance Expenses.

(d) *Pledge of Net Revenues; Priority of Lien of Payments into Accounts within the Bond Fund.* The Net Revenues to be paid into the various accounts within the Bond Fund from the Revenue of the System are hereby pledged to pay the respective Parity Bonds secured thereby, and City hereby grants a lien and prior first charge thereon, equal in rank to the lien and charge of all Parity Bonds.

(e) *Application and Investment of Moneys in Accounts within the Bond Fund.* Moneys in the various accounts within the Bond Fund may be invested in Permitted Investments. Investments of funds in the accounts within the Bond Fund shall mature prior to the date on which such moneys shall be needed for required interest, principal, or sinking fund installments. Investments of funds in any Reserve Account shall be retained in the respective Reserve Account and used to pay debt service on the Bonds secured by such Reserve Account in the event there is a deficiency in the Debt Service Account established for payment of such Bonds within the Bond Fund. All interest earned and income derived by virtue of such investments shall remain in the respective Debt Service Account under the Bond Fund and used to meet the required deposits into such account. Subject to the other provisions of this subparagraph, moneys in the Debt Service Account(s) and Reserve Account(s), as applicable, may be combined for the purpose of purchasing investments, but the records of the City shall show to which account the respective portions of any such combined investment are credited.

Section 8. Project Fund. The City hereby creates a fund known as the “City of Moscow Water System Project Fund” (the “Project Fund”) under which subaccounts shall be created pursuant to Supplemental Ordinance(s) for a Project and into which shall be deposited all of the proceeds of the sale of the respective Bonds authorized hereunder and pursuant to Supplemental Ordinance(s), to be used for the payment of the Cost of Acquisition of a Project, including costs of issuance of the respective issue of Bonds. Any interest earnings on moneys invested from a subaccount under the Project Fund shall be deposited into said Project Fund subaccount. The City’s share of any liquidated damages or other moneys paid by defaulting contractors or their sureties will be deposited into the respective Project Fund subaccount to assure the completion of a Project.

When the construction of a Project has been completed and all costs related thereto have been paid in full, any balance remaining in the respective Project Fund subaccount will be deposited into the Debt Service Account under the Bond Fund created for payment of the Bonds financing such Project.

Section 9. Rebate Fund; Rebate Requirement.

There is hereby established a Rebate Fund into which shall be deposited, from time to time, all excess earnings on funds and accounts held by the City hereunder to the extent required by any Tax Certificate of the City and said amounts shall be held in trust for the payment of arbitrage rebate in accordance with Section 148 of the Code and the Tax Certificate. All earnings on the Rebate Fund shall remain within said fund and shall be used for no other purpose unless the City provides the Bond Registrar with an opinion of nationally recognized bond counsel that another use will not cause interest on the respective Bonds to cease to qualify for exclusion from federal income taxation under the Code.

The Bond Registrar may rely conclusively upon and shall be fully protected from all liability in relying upon the City's determinations, calculations, certifications and written directions required by this Section and the Bond Registrar shall have no responsibility to monitor and independently make any calculations or determination or to review the City's determinations, calculations, certifications and written directions required by this Section.

Section 10. Authorization for Projects. The City Council hereby authorizes and directs that upon determination that it is necessary to preserve the public health, safety and welfare that certain components of the City's existing System be repaired, replaced and/or improved, that Project(s) may be financed by the issuance of Bonds upon adoption of Supplemental Ordinance(s) pursuant to and upon compliance with Section 13 hereunder.

Each such Supplemental Ordinance authorizing Bonds to finance a Project shall include:

- (1) the description of the Project to be acquired, constructed and installed;
- (2) that the City, its staff and agents shall undertake the Project in accordance with maps, plans and specifications prepared by the City's Engineer, which shall be on file in the City Clerk's office, and which may be revised prior to or in the course of actual construction, provided such changes are found necessary and desirable by the City Council and that such changes do not substantially affect or alter the plans or costs of the Project; and
- (3) the total estimated Cost of Acquisition of the Project to be financed by the Bonds.

Section 11. Specific Covenants. For the protection and security of the Parity Bonds, the City hereby covenants and agrees to and with the Registered Owners of Parity Bonds that the City will perform the following covenants:

(a) *Rate Covenant.* The City has established, may from time to time revise, and shall maintain and shall collect from the users of the System, rates and charges for furnishing the services and the facilities of the System to such users thereof. Said rates and charges are, and shall continue to be, uniform as to all persons or properties which are of the same class. The City shall establish, maintain and collect such rates and charges for service of its System for so long as any Parity Bonds are Outstanding sufficient to maintain the Rate Covenant.

(b) *Acquire Projects.* The City shall commence the Acquisition, construction and completion of any Project financed by proceeds of Bonds, and continue the same with all practical dispatch and in a sound and economical manner.

(c) *Operate System.* The City shall operate the System in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the System may be furnished at the lowest possible cost consistent with sound economy and prudent management.

(d) *Good Repair.* The City shall operate, maintain, preserve, and keep the System and every part hereof in good repair, working order, and condition.

(e) *Preserve Security.* The City shall preserve and protect the security of the Parity Bonds and the rights of the Registered Owners thereof.

(f) *Collect Revenues.* The City shall collect and hold in trust the Revenue of the System and other funds pledged to the payment of the Parity Bonds and apply such Revenue of the System or other funds only as provided in this Ordinance and all Supplemental Ordinances.

(g) *Service Bonds.* The City shall pay and cause to be paid punctually the principal of and interest on Parity Bonds on the date or dates, at the place or places, and in the manner that such sums are due in accordance with this Ordinance and all Supplemental Ordinances.

(h) *Pay Claims.* The City shall pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the Revenue of the System, or any part of said Revenue of the System, or any funds in the hands of the Treasurer, prior or superior to the lien of Parity Bonds or which might impair the security of Parity Bonds to the end that the priority and security of Parity Bonds shall be fully preserved and protected.

(i) *Encumbrances.* The City shall not encumber, sell, lease, or dispose of the System or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the System or any part thereof necessary to secure adequate Revenue for the payment of the principal of and interest on Parity Bonds, nor which would otherwise impair or impede the rights of the Registered Owners of Parity Bonds with respect to such Revenue or the operation of the System without provisions for the retirement of Parity Bonds then Outstanding from the proceeds thereof.

(j) *Insurance.* The City shall procure and keep in force insurance upon all buildings and structures of the System and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance shall be such as may be required to adequately protect the City and the Registered Owners of any Parity Bonds from loss due to any casualty, and in the event of any such loss, the proceeds shall be used to repair or restore the System or for the payment of Parity Bonds.

(k) *Fidelity Bonds.* The City shall procure suitable fidelity bonds covering all of its officers and other employees charged with the operation of the System and the collection and disbursement of Revenue of the System.

(l) *Engineers.* The City shall employ consulting engineers of acknowledged reputation, skill, and experience in the improvement and operation of the System for any unusual or extraordinary items of maintenance, repair, extensions, or betterments as shall be required from time to time. All reports, estimates, and recommendations of such consulting engineers shall be filed with the Clerk and furnished to the Registered Owners of any Parity Bonds upon request.

(m) *Accounts.* The City shall keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the System, and it will furnish complete operating and income statements upon request.

(n) *Delinquencies.* The City shall not furnish water service to any customer whatsoever free of charge and it shall, not later than sixty (60) days after the end of each calendar year, take such legal action as may be reasonable to enforce collection of all collectible delinquent accounts.

Section 12. Tax Covenants.

(a) *General.* The City covenants with the owners of Bonds that, notwithstanding any other provision of this Ordinance or any other instrument, it will take no action which would adversely affect the tax exempt status of Bonds issued hereunder under Sections 103 or 148 of the Code pertaining to the exclusion of interest on the Bonds from gross income for federal income tax purposes. The foregoing covenant shall extend throughout the term of the Bonds. The City will execute a Tax Certificate dated the date of issuance and closing of Bonds hereunder with respect to such federal tax matters.

(b) *Arbitrage Covenant; Covenant to Maintain Tax Exemption.*

(1) The Mayor and Finance Director of the City and other appropriate officials of the City each are hereby authorized and directed to execute from time to time such Tax Certificates as shall be necessary to establish that the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised, and to establish that interest on the Bonds is not and will not become includable in gross income under the Code and applicable regulations. The City covenants and certifies to and for the benefit of the bondholders that no use will be made of the proceeds of the issue and sale of the Bonds, or any funds or accounts of the City which may be deemed to be proceeds of the Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated,) which use, if it had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the City obligates itself to comply throughout the term of the Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

(2) The City further covenants and agrees to and for the benefit of the bondholders that the City (i) will not take any action that would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the bondholders as provided in Section 103 of the Code, (ii) will not omit to take or cause to be taken, in timely manner, any action which would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the bondholders as provided in Section 103 of the Code, and (iii) without limiting the generality of the foregoing, (a) will not take any action which would cause the Bonds, or any Bond, to be a "private activity bond" within the meaning of Section 141 of the Code or to fail to meet any applicable requirement of Section 149 of the Code and (b) will not omit to take or cause to be taken, in timely manner, an action which would cause the Bonds, or any Bond, to be a "private activity bond" or to fail to meet any applicable requirement of Section 149 of the Code. The Mayor and the Finance Director of the City, or such other appropriate officials of the City each are hereby authorized and directed to execute from time to time such Tax Certificate as shall be necessary to establish that the Bonds are not and will not become

"private activity bonds," that all applicable requirements of Section 149 of the Code are and will be met, and that the covenant of the City contained in this Section 12.(b)(2) will be complied with.

(3) The City covenants and certifies to and for the benefit of the bondholders that: (i) the City will at all times comply with the provisions of any Tax Certificate; (ii) the City will at all times comply with the rebate requirements contained in Section 148(f) of the Code, to the extent applicable; and (iii) no bonds or other evidences of indebtedness of the City have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of a series of Bonds and ending 15 days following the date of delivery of and payment for such Bonds.

The City hereby covenants to adopt, make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) any resolution or Tax Certificate necessary to comply with any changes in law or regulations in order to preserve the exclusion of interest on Bonds from gross income of the bondholders thereof for purposes of the federal income tax to the extent that it may lawfully do so. The City further covenants to (a) impose such limitations on the investment or use of moneys or investment related to Bonds, (b) make such payments to the United States Treasury, (c) maintain such records, (d) perform such calculations and (e) perform such other acts as may be necessary to preserve the exclusion of interest on Bonds from gross income of the bondholders thereof for purposes of the federal income tax and which it lawfully may do.

Pursuant to these covenants, the City obligates itself to comply with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder throughout the term of the issue of any Bonds issued hereunder.

(c) *Modification of Tax Covenants.* The covenants of this Section are specified solely to assure the continued exemption from regular income taxation of the interest on Bonds. To that end, the provisions of this Section may be modified or eliminated without any requirement for formal amendment thereof upon receipt of an opinion of the City's bond counsel that such modification or elimination will not adversely affect the tax exemption of interest on any Bonds.

Section 13. Issuance of Additional Bonds.

(a) *Limitations Upon Issuance of Parity Obligations.* As long as any Bonds issued hereunder are Outstanding, the City hereby covenants and agrees that it will not issue any Bonds except that the City hereby reserves the right to issue Additional Bonds constituting a charge and lien upon the Net Revenues of the System equal to the lien thereon of any Bonds issued hereunder but not prior nor superior thereto. Except as provided in this subsection (a), the City shall not issue any series of Additional Bonds or incur any additional indebtedness with a parity lien or charge on Net Revenues (i.e., on a parity of lien with Parity Bonds at the time Outstanding) unless:

(1) After utilization of the remaining authority under the Judicial Confirmation, prior to authorizing Additional Bonds to finance a Project under Idaho Code Sections 50-1027 through 50-1042, inclusive, as may be amended from time to time, the City obtains approval of the electorate of the City or a judicial confirmation pursuant to Title 7

Chapter 13 of the Idaho Code that the Additional Bonds are enforceable obligations of the City as required by the Revenue Bond Act, or obtains authority in accordance with the laws of the State of Idaho;

(2) The City is not, and has not been, in default as to any payments required by the provisions of this Master Ordinance or any Supplemental Ordinance for a period of not less than twelve (12) months immediately preceding the issuance of such Additional Bonds;

(3) The Supplemental Ordinances authorizing the issuance of the 2020 Bond and Additional Bonds shall include the covenants provided in Section 7.(b) hereof and provide that the Reserve Account Requirement, if applicable, shall be funded no later than as permitted under such Supplemental Ordinances;

(4) As evidenced by a written certification filed with the City by the City Treasurer/Finance Director, City Engineer, an independent engineer, or certified public accountant, the Net Revenues of the System for a period of twelve (12) consecutive months out of the twenty-four (24) months immediately preceding the issuance of such Additional Bonds shall have been sufficient to meet the Additional Bonds Requirement, commencing with the first full Fiscal Year following the date on which any portion of interest on the series of Additional Bonds then being issued no longer will be paid from the proceeds of such series of Additional Bonds.

In calculating the Net Revenues of the System, the City may take into consideration changes in Net Revenues estimated to occur under one or more of the following conditions for each year after such delivery for so long as the Parity Bonds and any Additional Bonds shall be Outstanding:

(A) Any increase or decrease in Net Revenues which would result from any change in rates or charges adopted prior to the issuance of the Additional Bonds;

(B) Any increase or decrease in Net Revenues estimated to result from any additions, betterments, and improvements to and extensions of any facilities of the System which (i) became fully operational during such twelve (12) month period; (ii) were under construction at the time of the issuance of the Additional Bonds; or (iii) will be constructed from the proceeds of the Additional Bonds proposed to be issued; and/or

(C) The additional Net Revenues which would have been received if any customers added to the System prior to the date of the Additional Bonds, but subsequent to the beginning of such twelve (12) month period, were customers for the entire period.

The written certification described in this Section 13.(a)(4) shall not be required as a condition to the issuance of Additional Bonds:

(A) if the Additional Bonds being issued are for the purpose of refunding Outstanding Parity Bonds issued hereunder; or

(B) if the Additional Bonds are being issued to pay costs of completion of construction of facilities of the System for which Additional Bonds have been issued

previously and the principal amount of such Additional Bonds being issued for completion purposes does not exceed an amount equal to an aggregate of 15% of the principal amount of Additional Bonds theretofore issued for such facilities and reasonably allocable to the facilities to be completed as shown in a written certificate of the City Engineer, which certificate shall also state that the nature and purpose of such facilities have not materially changed.

(b) *Subordinate Lien Obligations.* Nothing herein contained shall prevent the City from issuing revenue bonds or other obligations which are a charge upon the Revenue of the System junior or inferior to the payments required by this Ordinance to be made out of such Revenue to pay and secure the payment of any Parity Bonds authorized hereunder.

(c) *Refunding Obligations.* Nothing herein contained shall prevent the City from issuing revenue bonds to refund maturing Parity Bonds for the payment of which moneys are not otherwise available.

Section 14. Form of Bonds. Bonds hereunder shall be in substantially the following form as may be revised to reflect the specific terms and provisions of each series of Bonds, and as required if not registered under the book-entry-only system of DTC:

[Form of Bonds]

UNITED STATES OF AMERICA

No. _____ \$ _____

STATE OF IDAHO
CITY OF MOSCOW, LATAH COUNTY

WATER REVENUE BOND, [SERIES _____]

INTEREST	MATURITY	DATED	CUSIP
<u>RATE:</u>	<u>DATE:</u>	<u>DATE:</u>	<u>NO: _____</u>

REGISTERED OWNER: [CEDE & CO.]

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Moscow, Latah County, Idaho, a body politic and corporate organized and existing under and by virtue of the laws of the State of Idaho (herein called the "City") hereby acknowledges itself to owe and for value received promises to pay, but only from the sources and as hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from the Dated Date hereof, or the most recent date to which interest has been paid or duly provided for, at the Interest Rate set forth above, payable on [_____], and

semiannually thereafter on the ____ days of each _____ and _____ until such principal sum is paid or payment has been duly provided for.

Both principal of and interest on this bond are payable in lawful money of the United States of America to the Registered Owner of record as of the close of business on the fifteenth day preceding an interest payment date, and if not a business day of the Bond Registrar (hereinafter defined), the next preceding day that is a business day for the Bond Registrar. Interest and principal shall be paid as provided in the Blanket Issuer Letter of Representations (the “Letter of Representations”) by the City to The Depository Trust Company (“DTC”). _____ is acting as the Bond Registrar, authenticating agent and paying agent for the bonds of this issue (the “Bond Registrar”). Capitalized terms used in this bond that are not specifically defined have the meanings given such terms in the Bond Ordinance No. 2020-__ (Water System) of the City, as may be supplemented by Supplemental Ordinances (collectively, the “Ordinance”). Reference is made to the Ordinance and any and all modifications and amendments thereto for a description of the nature and extent of the security for the bonds of this issue, the funds or revenues pledged, and the terms and conditions upon which such bonds are issued.

This bond is one of an authorized issue of bonds of the City of like date and tenor, except as to number, amount, rate of interest and date of maturity in the aggregate principal amount of [\$_____]. This issue of bonds is authorized by the Ordinance to finance certain improvements to the City’s Water System (the “System”) [or for the purposes of refunding Outstanding Water Revenue bonds of the City].

This bond and the bonds of this issue are payable solely from the special fund of the City defined as the “Bond Fund” under the Ordinance. The City has irrevocably obligated and bound itself to pay into the Bond Fund out of the Revenue of the System or from such other moneys as may be provided therefor certain amounts necessary to pay and secure the payment of the principal and interest on such bonds. The bonds of this issue are not general obligations of the City.

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Idaho, including Sections 50-1027 through 57-1042, inclusive, Idaho Code, chapters 2, and 9, Title 57, Idaho Code, and duly adopted ordinances of the City. The City hereby covenants and agrees with the owner of this bond that it will keep and perform all the covenants of this bond and of the Ordinance to be by it kept and performed, and reference is hereby made to the Ordinance for a complete statement of such covenants.

The City does hereby pledge and bind itself to set aside from the Revenue Fund Net Revenues of the System and to deposit into the Bond Fund and the Reserve Account thereunder, if applicable, such amounts as required by the Ordinance to be paid into and maintained in such fund and account, all within the times provided by the Ordinance. To the extent more particularly provided by the Ordinance, this bond shall have a lien and prior first charge on said Net Revenues equal in rank to the lien and charge of the amounts required to pay and secure the payment of Additional Bonds of the City hereafter issued on a parity of lien with this bond and superior to all other liens and charges of any kind or nature.

The pledge of Net Revenues of the System and other obligations of the City under the Ordinance may be discharged at or prior to the maturity or redemption of the bonds of this issue upon the making of provision for the payment thereof on the terms and conditions set forth in the Ordinance.

[The bonds maturing on or before _____, are not subject to call or redemption prior to their stated dates of maturity. The bonds maturing on or after _____, in whole or in part are subject to optional call for redemption on any date on and after _____, at the option of the City.]

[If not previously redeemed as described above, the bonds maturing on _____, will be called for mandatory redemption at the price of par on the following dates and in the following principal amounts:

<u>Redemption Date</u>	<u>Amount</u>
------------------------	---------------

*Final Maturity]

The bonds of this issue are initially issued in the form of a separate single certificated fully registered Bond for each maturity, and registered in the name of Cede & Co., as nominee of DTC.

Unless this bond is presented by an authorized representative of DTC to the District or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this bond have happened, been done, and performed.

IN WITNESS WHEREOF, the City of Moscow, Latah County, Idaho, has caused this bond to be signed with the facsimile or manual signatures of the Mayor and the City Treasurer, to be attested by the facsimile or manual signature of the City Clerk, all as of this [____ day of _____, 20__].

CITY OF MOSCOW, LATAH COUNTY,
IDAHO

By: [FACSIMILE OR MANUAL]
Mayor

By: [FACSIMILE OR MANUAL]
City Treasurer

ATTEST:

[FACSIMILE OR MANUAL]
Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is one of the bonds described in the within-mentioned Ordinance and is one of the Water Revenue Bonds, Series [____], of the City of Moscow, Latah County, Idaho, dated [_____].

_____,
Registrar

By: _____
Title: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: _____

Address: _____

Tax Identification No.: _____

the within Bond and hereby irrevocably constitutes and appoints _____
_____ of _____
to transfer said bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

CERTIFICATE OF THE TREASURER OF THE CITY OF MOSCOW

STATE OF IDAHO)
) ss.
County of Latah)

I, the undersigned, the duly constituted, legally qualified and acting Treasurer of the City of Moscow, Latah County, Idaho, hereby certify that the within Bond has been registered and recorded in my office pursuant to the provisions of chapter 9, Title 57, Idaho Code, and all acts amendatory thereof and supplementary thereto.

WITNESS my hand this [_____ day of _____, 20__].

[FACSIMILE OR MANUAL]
Treasurer

[End of Form of Bonds]

Section 15. Execution of Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Treasurer of the City, with both signatures attested by the manual or facsimile signature of the Clerk.

Only such Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Bond Registrar, shall be valid or obligatory for

any purpose or entitled to the benefits of this Ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated, and delivered hereunder and are entitled to the benefits of this Ordinance.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had executed such Bonds had not ceased to be such officers.

Section 16. Defeasance. In the event that money and/or "governmental obligations" (as now or hereinafter defined in chapter 57-504 of the Idaho Code) maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to redeem and retire any Bonds payable out of the Bond Fund in accordance with their terms are irrevocably set aside in a special account to effect such redemption and retirement, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on such Bonds and the owner of such Bonds shall cease to be entitled to any lien, benefit or security of this Ordinance except the right to receive the funds so set aside and pledged, and such Bonds shall be deemed not to be Outstanding hereunder. The City will cause the Bond Registrar to provide notice of defeasance of Bonds to Registered Owners of Bonds being defeased and to each party entitled to receive notice under this Ordinance.

Section 17. Lost or Destroyed Bonds. In case any Bonds shall be lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new Bond or Bonds of like amount, date and tenor to the owner thereof upon the owner's paying the expenses and charges of the Bond Registrar and the City in connection therewith and upon his filing with the Bond Registrar and the City evidence satisfactory to both that such Bond or Bonds were actually lost, stolen or destroyed and of his ownership thereof, and upon furnishing the City and the Bond Registrar with indemnity satisfactory to both.

Section 18. Events of Default. Each of the following events is hereby declared to be an "event of default" under this Ordinance:

(a) *Non-payment of Principal, Premium or Reserve Deposit.* Payment of the principal of Parity Bonds, or any required Reserve Account deposit, is not made when the same becomes due and payable;

(b) *Non-payment of Interest.* Payment of any installment of interest on Parity Bonds is not made when the same becomes due and payable.

(c) *Incapable to Perform.* The City for any reason is, or is rendered to be, incapable of fulfilling its obligations hereunder.

(d) *Non-Performance of Duties.* The City shall have failed to carry out and to perform all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the Revenues, to the System, or to all or any combination thereof, or otherwise, including, without limitation, this Ordinance, and such failure shall continue for sixty (60) days

after receipt of notice from the Registered Owners of at least a majority in principal amount of Parity Bonds, then Outstanding.

(e) *Failure to Reconstruct.* The City discontinues or unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any revenue-producing part of the System which is destroyed or damaged and is not promptly repaired or replaced (whether such failure to repair is due to impracticability of such repair or replacement, is due to a lack of monies therefor, or for other reasons).

(f) *Appointment of Receiver.* An order or decree is entered by a court of competent jurisdiction, with the consent or acquiescence of the City appointing a receiver or receivers for the System or for the Revenues and any other monies subject to the lien to secure the payment of Parity Bonds, or both such System and such monies, or if any order or decree having been entered without the consent or acquiescence of the City, is not vacated or discharged or stayed on appeal within sixty (60) days after entry.

(g) *Default of any Provisions.* The City makes any default in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds authorized or referred to in this Ordinance on its part to be performed, and if such default continues for sixty (60) days after written notice, specifying such default and requiring the same to be remedied, is given to the City by the Registered Owners of at least a majority in principal amount of the Parity Bonds then Outstanding.

Section 19. Application of Funds and Moneys in Event of Default. The City covenants that if an Event of Default shall happen and shall not have been remedied, the City, upon demand of the Registered Owners of at least a majority of the principal amount of the Parity Bonds then Outstanding, shall pay over or cause to be paid over to the Bond Registrar, in trust for the Registered Owners (i) forthwith, all moneys, securities and funds then held by the City in any fund under this Ordinance, and (ii) all Revenue of the System as promptly as practicable after receipt thereof.

During the continuance of an Event of Default, the Bond Registrar shall apply all moneys, securities, funds and Revenue of the System received by the Bond Registrar pursuant to any right given or action taken under the provisions of this Ordinance and any Supplemental Ordinances as follows and in the following order:

(a) *Compensation and Expenses of Bond Registrar.* To the payment of the reasonable and proper compensation, charges, expenses and liabilities of the Bond Registrar;

(b) *Operating Costs.* To the payment of the amounts required for reasonable and necessary Operation and Maintenance Expenses as necessary, in the judgment of the Bond Registrar, to prevent deterioration of the System or loss of Revenue therefrom. For this purpose, the books or records and accounts of the City relating to the System shall at all times be subject to the inspection of the Bond Registrar and its representatives and agents during the continuance of such Event of Default;

(c) *Principal or Redemption Price and Interest.* To the payment of the interest and principal or redemption price then due on Parity Bonds as follows:

(1) Unless the principal of all of the Parity Bonds shall have become or have been declared due and payable:

(A) *First:* To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest of the Parity Bonds therefor called for redemption, and if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

(B) *Second:* To the payment of the persons entitled thereto of the unpaid principal or redemption price of the Parity Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Parity Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or redemption due on such date, to the persons entitled thereto, without any discrimination or preference.

(2) If the principal of all of the Parity Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Parity Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Parity Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Bonds.

(3) If and whenever all overdue installments of interest on the Parity Bonds, together with the reasonably and proper charges, expenses and liabilities of the Bond Registrar, and all other sums payable by the City under this Ordinance, including the principal and redemption price of and accrued unpaid interest on the Parity Bonds then payable by declaration or otherwise, shall either be paid by the Bond Registrar for the account of the City, or provision satisfactory to the Bond Registrar shall be made for such payment, and all Events of Default under the Ordinance shall be made good or secured to the satisfaction of the Bond Registrar or provision deemed by the Bond Registrar to be adequate shall be made therefor, the City and the Bond Registrar shall be restored, respectively, to their former positions and rights under the Ordinance. No such restoration of the City and the Bond Registrar in their former positions and rights shall extend to or affect any subsequent Events of Default under the Ordinance or impair any right consequent thereon.

Section 20. Amendments.

(a) The City from time to time and at any time may pass an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this Ordinance, for any one or more or all of the following purposes:

(1) To add to the covenants and agreements of the City in this Ordinance, other covenants and agreements thereafter to be observed, which shall not adversely affect the

interests of the Registered Owners of the Outstanding Bonds issued hereunder, or to surrender any right or power herein reserved.

(2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this Ordinance, or any Supplemental Ordinance authorizing Additional Bonds in regard to matters or questions arising under such ordinances as the City Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect, in any material respect, the interest of the Registered Owners of the Outstanding Bonds.

Any such Supplemental Ordinance may be adopted without the consent of the owners of any Bonds at any time Outstanding, notwithstanding any of the provisions of subsection (b) of this Section.

(b) With the consent of the owners of not less than sixty-five percent (65%) in aggregate principal amount of the Bonds at the time Outstanding, the City Council may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any Supplemental Ordinance; provided, however, that no such Supplemental Ordinance shall:

(1) Extend the fixed maturity of any Bonds, or reduce the rate of interest thereon, or extend the time of payment of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Registered Owner of each Bond so affected; or

(2) Reduce the aforesaid percentage of Bond owners required to approve any such Supplemental Ordinance, without the consent of the owners of all of the Bonds then Outstanding.

It shall not be necessary for the consent of Bond owners under this subsection (b) to approve the particular form of any proposed Supplemental Ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

(c) Upon the adoption of any Supplemental Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this Ordinance and all owners of Bonds Outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modifications and amendments, and all terms and conditions of any such Supplemental Ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

(d) Bonds executed and delivered after the execution of any Supplemental Ordinance passed pursuant to the provisions of this Section may have a notation as to any matter provided for in such Supplemental Ordinance, and if such Supplemental Ordinance shall so provide, new Bonds so modified as to conform, in the opinion of the City Council, to any modification of this Ordinance contained in any such Supplemental Ordinance, may be prepared and delivered without cost to the owners of any affected Bonds then Outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

(e) *Exclusion of Bonds Owned by City.* Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of any vote or consent or other action or any calculation of Outstanding Bonds in this Ordinance provided for, and shall not be entitled to vote or consent or take any other action in this Ordinance provided for.

(f) *Bonds Held by Securities Repositories.* For so long as the Bonds are held in book entry only form, communications with the owners shall be made with the securities depository who is the "Registered Owner" of the Bonds and communications with (and obtaining consents from) Beneficial Owners shall be made in accordance with the operational procedures of the securities depository that is the "Registered Owner" of the Bonds.

Section 21. Severability. If any one or more of the covenants or agreements provided in this Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds.

[The remainder of this page has been left blank intentionally.]

Section 22. Effective Date. This Ordinance shall take effect from and after its passage and publication of the summary hereof substantially in the form attached hereto as Exhibit A, in the manner as required by law.

ADOPTED by the City Council of the City of Moscow, Latah County, Idaho, at a regular meeting thereof held this 20th day of April, 2020.

CITY OF MOSCOW, LATAH COUNTY,
IDAHO

Mayor

ATTEST:

City Clerk

CERTIFICATE OF THE CLERK

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Moscow, Latah County, Idaho (the “City”), and keeper of the records of the City Council (the “City Council”); and

I HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Bond Ordinance No. 2020-04 (Water System) of the City (the “Ordinance”), as finally passed at a regular meeting of the City Council held on the 20th day of April, 2020, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th of April, 2020.

Clerk

EXHIBIT A

CITY OF MOSCOW LATAH COUNTY, IDAHO

Summary of Master Bond Ordinance No. 2020-04 (Water System), passed April 20, 2020

AN ORDINANCE OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF WATER REVENUE BONDS FROM TIME TO TIME TO PROVIDE FUNDS NECESSARY TO FINANCE OR REFINANCE IMPROVEMENTS TO THE CITY'S WATER SYSTEM; FIXING THE FORM, COVENANTS AND CERTAIN TERMS OF THE BONDS TO BE ISSUED; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF BONDS; PLEDGING REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS ISSUED HEREUNDER; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO THE BONDS; DESIGNATING CERTAIN FUNDS AND ACCOUNTS OF THE CITY; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO..

Section 1 (Definitions) defines certain capitalized terms used in the Ordinance.

Section 2 (Authorization of Bonds) authorizes issuance by the City of water revenue bonds pursuant to Supplemental Ordinances.

Section 3 (Registration, Exchange and Payments) adopts a system of registration and exchange for the Bonds and describes the arrangements for paying principal of and interest on Bonds.

Section 4 (Redemption and Purchase) provides that the details regarding redemption of Bonds prior to their scheduled maturity shall be provided in the respective Supplemental Ordinance, and provides details regarding purchase of Bonds.

Section 5 (Establishment of Accounts and Funds) ratifies or creates the following funds: the Bond Fund, consisting of the Debt Service Account and Reserve Account(s), as applicable, the Revenue Fund, the Project Fund and subaccounts thereunder and the Rebate Fund.

Section 6 (Revenue Fund; Priority of Application of Revenue) provides for the allocation of Revenues to pay expenses and debt service on Bonds.

Section 7 (Bond Fund) provides for the deposit of Net Revenues into a debt service fund under the Bond Fund and the maintenance of reserves.

Section 8 (Project Fund) provides for deposit therein of proceeds of Bonds issued to finance the Cost of Acquisition of a Project, including costs of issuance thereof.

Section 9 (Rebate Fund; Rebate Requirement) provides for deposit of excess earnings on funds under the Ordinance as required by the City's Tax Certificate, which funds are to be held in trust for payment of arbitrage rebate in accordance with Section 148 of the Code.

Section 10 (Authorization for Projects) provides that Project(s) may be financed by issuance of Bonds under Supplemental Ordinances upon determination by the City that it is necessary to preserve the public health, safety and welfare that certain components of the City's Water System be repaired, replaced and/or improved.

Section 11 (Specific Covenants) includes operating covenants for the benefit of bondholders.

Section 12 (Tax Covenants) includes covenants to comply with federal tax requirements.

Section 13 (Issuance of Additional Bonds) provides the terms under which the City may issue Additional Bonds.

Section 14 (Form of Bonds) describes the substantial form of Bonds.

Section 15 (Execution of Bonds) authorizes procedures for execution and authentication of the Bonds.

Section 16 (Defeasance) provides conditions under which Bonds may be defeased.

Section 17 (Lost or Destroyed Bonds) makes provision in case Bonds are lost, stolen or destroyed.

Section 18 (Events of Default) describes the events declared to be "events of default" under the Ordinance.

Section 19 (Application of Funds and Moneys in Event of Default) provides for remedies in the event that a default occurs.

Section 20 (Amendments) provides the terms and conditions pursuant to which the Ordinance may be amended or revised.

Section 21 (Severability) provides that other covenants and agreements in the Ordinance are not affected if one is made invalid.

Section 22 (Effective Date) provides that the Ordinance shall take effect from and after its passage and publication of this summary as required by law.

Exhibit A: Sets forth this summary for publication.

The full text of Master Bond Ordinance No. 2020-04 (Water System) is available at the office of the City Clerk of the City of Moscow, Latah County, Idaho, and will be provided to any citizen upon personal request during normal business hours.

Approved this 20th day of April, 2020.

CITY OF MOSCOW, LATAH COUNTY, IDAHO

Mayor

ATTEST:

City Clerk

CERTIFICATION OF COUNSEL

I, the undersigned, the attorney for the City of Moscow, Latah County, Idaho, hereby certify that I have read the attached Summary of Master Bond Ordinance No. 2020-04 (Water System) of the City, and that the same is true and complete and provides adequate notice to the public of the contents of said ordinance.

Dated as of this ____ day of April, 2020.

City Attorney

**CITY OF MOSCOW
LATAH COUNTY, IDAHO**

SUPPLEMENTAL ORDINANCE NO. 2020-05

A SUPPLEMENTAL ORDINANCE OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S WATER REVENUE BOND, SERIES 2020, IN THE PRINCIPAL AMOUNT OF \$4,300,000 TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WATER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2020 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PLEDGING NET REVENUES FOR PAYMENT OF THE SERIES 2020 BOND ON PARITY; FIXING THE FORM AND TERMS OF THE SERIES 2020 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

Approved: April 20, 2020

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SUPPLEMENTAL ORDINANCE NO. 2020-05

A SUPPLEMENTAL ORDINANCE OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S WATER REVENUE BOND, SERIES 2020, IN THE PRINCIPAL AMOUNT OF \$4,300,000_ TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WATER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2020 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PLEDGING NET REVENUES FOR PAYMENT OF THE SERIES 2020 BOND ON PARITY; FIXING THE FORM AND TERMS OF THE SERIES 2020 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

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

WHEREAS, the City of Moscow, Latah County, Idaho (the "**City**") is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho;

WHEREAS, the Council of the City (the "**Council**") is authorized and empowered by the Revenue Bond Act, Idaho Code Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2 (collectively, the "**Act**"), to authorize, issue, sell and deliver revenue bonds to finance the acquisition and construction of certain improvements and additions to the domestic water system of the City (the "**System**");

WHEREAS, on April 29, 2014, the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah, Idaho, in Case No. CV-2014-81, issued its Judgment (the "**Judicial Confirmation**") finding, among other things, that the City has the authority to finance certain improvements to the System by entering into a Loan Agreement and related financing documents with the Idaho Department of Environmental Quality (the "**IDEQ**"), and that those certain System improvements are ordinary and necessary expenses pursuant to Article VIII, Section 3 of the Idaho Constitution, and that such bonds are valid and binding obligations of the City;

WHEREAS, on June 16, 2014, the City accepted and entered into a Loan Offer, Acceptance and Agreement for Drinking Water Treatment Design and Construction dated June 12, 2014 (the "**IDEQ Loan Agreement**") with IDEQ wherein the City agreed to issue and sell its revenue note or bond in the principal amount of up to \$4,300,000 to the IDEQ (the "**Purchaser**");

WHEREAS, on April 20, 2020, the Council adopted its Master Bond Ordinance (Water System) No. 2020-04 (the “**Master Ordinance**”) providing for the issuance and sale of revenue bonds to finance or refinance Projects, as defined thereunder, by adoption of Supplemental Ordinances thereto;

WHEREAS, the Council has determined to adopt this Supplemental Ordinance No. 2020-05 (this “**Supplemental Ordinance**”) to authorize the issuance and sale of a revenue bond in the principal amount of \$4,300,000, to finance the acquisition and construction of certain improvements to the City’s System, together with costs of issuance of the bond, as more specifically described herein;

WHEREAS, Section 50-1036, Idaho Code, authorizes the negotiated private sale of revenue bonds and pursuant to Section 57-215, Idaho Code, the City’s Notice of Negotiated Private Bond Sale was published on April 17, 2020, in *The Moscow-Pullman Daily News*, a newspaper of general distribution in the City;

WHEREAS, the City desires to authorize the issuance of the City’s 2020 Bond (as defined below) and confirm the sale thereof to the Purchaser;

WHEREAS, the City desires to provide for the details of the 2020 Bond, the payment thereof, and other matters relating thereto.

NOW, THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, FURTHER ORDAIN AS FOLLOWS:

ARTICLE I

Section 101. Definitions. Except as provided in this Section, all defined terms contained in this Supplemental Ordinance shall have the same meanings as set forth in the Master Ordinance. As used in this Supplemental Ordinance, in addition to the terms defined in the WHEREAS clauses of this Supplemental Ordinance or if the context shall otherwise require, the following terms shall have the following meanings:

Payment Date(s) shall mean interest and principal payment dates on May 12 and November 12 of each year, commencing November 12, 2020, until payment of the 2020 Bond upon maturity or prior redemption thereof.

Project means the acquisition and construction of a new well, well house, booster station, and improvements to the transmission system, and payment of the costs of issuance of the 2020 Bond.

Reserve Account Requirement means the amount of equal to one year’s debt service on the 2020 Bond, including principal and interest, as required by the IDEQ Loan Agreement.

2020 Bond means the City's Water Revenue Bond, Series 2020, in the principal amount of \$4,300,000, authorized by this Supplemental Ordinance pursuant to the Master Ordinance to evidence the loan under the IDEQ Loan Agreement.

The terms "**hereby**," "**hereof**," "**hereto**," "**herein**," "**hereunder**," and any similar terms as used in this Supplemental Ordinance refer to this Supplemental Ordinance.

ARTICLE II

Section 201. Authority for Supplemental Ordinance. This Supplemental Ordinance is adopted pursuant to the provisions of the Act and the Master Ordinance.

Section 202. Finding and Purpose. The Council hereby finds, determines and declares it advisable and in the interests of the City to issue a revenue bond under the Master Ordinance for the purpose of acquiring and constructing a portion of the Project. In compliance with the Master Ordinance, the 2020 Bond is hereby authorized to be issued and sold to the Purchaser in exchange for the loan under the IDEQ Loan Agreement to provide funds with which to finance the Project.

Section 203. Authorization of 2020 Bond, Principal Amount, Designation; Confirmation of Net Revenues. In accordance with and subject to the terms, conditions and limitations established by the Act, and contained in the Master Ordinance and this Supplemental Ordinance, a water revenue bond of the City is hereby authorized to be issued in the aggregate principal amount of \$4,300,000. Such 2020 Bond shall be designated the City's "Water Revenue Bond, Series 2020." The 2020 Bond is secured by the pledge of the Net Revenues under Section 7(d) of the Master Ordinance equally and ratably with all Parity Bonds issued under the Master Ordinance, which pledge is hereby confirmed.

Section 204. Issue Date. The 2020 Bond shall be dated as of the date of its delivery.

Section 205. 2020 Bond Details. The 2020 Bond shall be issued in fully registered form only, without coupons, in a single denomination of \$4,300,000 in substantially the form attached as Exhibit A hereto. The 2020 Bond shall bear interest on the unpaid principal balance at the rate of two and twenty-five hundredths percent (2.25%) per annum, calculated on the basis of a 360-day year and twelve 30-day months, from the date of the first draw under the IDEQ Loan Agreement, or the most recent date to which interest has been paid. Amortized installments of principal and interest thereon shall be payable on the Payment Dates until maturity on May 12, 2040, or prior redemption thereof pursuant to the amortization schedule provided by the Purchaser and attached to the 2020 Bond as Schedule 1. The final installment of principal and interest may be in such greater or lesser amount as is necessary to fully pay the 2020 Bond on the date of maturity thereof or date of redemption prior to maturity.

Section 206. Optional Redemption. The 2020 Bond shall be subject to redemption prior to maturity in whole or in part on any date, at par, in such amount as available in the Bond Fund to pay the same over and above amounts to pay principal and interest due on the next Payment Date for the Series 2020 Bond.

Section 207. Sale of 2020 Bond; Approval of IDEQ Loan Agreement. The 2020 Bond herein authorized, when executed, shall be issued to the Purchaser or its lawful designee(s), at an aggregate purchase price equal to the par amount of the 2020 Bond, \$4,300,000, pursuant to the terms and conditions set forth in the IDEQ Loan Agreement. The City hereby acknowledges that prior to the issuance of the 2020 Bond it will have received from the Purchaser the amount of \$4,300,000, representing the aggregate amount of the draws received by the City under the IDEQ Loan Agreement including capitalized interest.

The sale of the 2020 Bond herein authorized to the Purchaser is hereby ratified and confirmed upon the terms and conditions set forth in the IDEQ Loan Agreement. The Council hereby determines that the provisions of the IDEQ Loan Agreement are in compliance with the Act, and the prior execution and delivery of the IDEQ Loan Agreement by the City is hereby ratified. Authorized officials of the City are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the IDEQ Loan Agreement and to carry the same into effect.

Section 208. Execution of 2020 Bond. The 2020 Bond shall be executed on behalf of the City by the Mayor and Treasurer of the City and attested to by the City Clerk, and the corporate seal of the City shall be impressed or printed thereon, if any. The certificate of the Treasurer of the City attached to the 2020 Bond shall be signed by the Treasurer of the City, with the seal of the City impressed or printed thereon, if any. The said officials and each of them are hereby authorized and instructed to execute the 2020 Bond accordingly.

Section 209. Registration of 2020 Bond. The Treasurer of the City shall act as Bond Registrar with respect to the 2020 Bond and shall keep, or cause to be kept the Bond Register to record the registration and transfer of the 2020 Bond, which shall be open to inspection by the City. The 2020 Bond is not issued as a book-entry-only bond under The Depository Trust Company.

ARTICLE III

Section 301. Creation of Accounts and/or Subaccounts under Funds.

(a) The following accounts and/or subaccounts under certain funds created and/or ratified under the Master Ordinance are hereby created on the accounting records of the City:

(i) 2020 Debt Service Account, a subaccount under the Bond Fund created under the Master Ordinance, to be held by the City for payment of principal and interest of the 2020 Bond;

(ii) 2020 Reserve Account, a subaccount under the Reserve Account established under the Bond Fund created under the Master Ordinance, to be held by the City for deposit of the Reserve Account Requirement, as required by the IDEQ Loan Agreement.

- (b) There shall be deposited into the 2020 Debt Service Account funds as the City shall designate as irrevocably available to pay principal and interest on the 2020 Bond. The City shall make disbursements from the 2020 Debt Service Account in accordance with Section 401 below and pursuant to the IDEQ Loan Agreement.
- (c) There shall be deposited into the 2020 Reserve Account the amount to satisfy the Reserve Account Requirement pursuant to the IDEQ Loan Agreement, to be funded by the City in ten (10) equal annual installments, the first installment to be deposited on the first principal Payment Date under the 2020 Bond. Once fully funded and for so long as the 2020 Bond remains outstanding, the City covenants to maintain the amount in the 2020 Reserve Account in the amount of the Reserve Account Requirement, except for withdrawals authorized therefrom pursuant to the provisions of the Master Ordinance.

Section 302. Delivery of 2020 Bond. As provided in the Master Ordinance and upon compliance with the provisions of the IDEQ Loan Agreement, the Treasurer/Finance Director or other authorized official of the City is hereby instructed to make delivery of the 2020 Bond to the Purchaser.

ARTICLE IV

Section 401. Pledge of Net Revenues. The City covenants and agrees that to pay the principal of and interest on the 2020 Bond falling due to and including May 12, 2040, the City shall appropriate from the Revenue Fund such amounts sufficient, together with funds then on deposit in the 2020 Debt Service Account, to satisfy the principal and interest installments on the 2020 Bond.

The Net Revenues of the City are hereby pledged for the prompt payment of the principal and interest installments on the 2020 Bond on the Payment Dates thereof on parity with outstanding Parity Bonds, pursuant to the amortization schedule provided by the Purchaser, which is attached as Schedule 1 to the 2020 Bond.

ARTICLE V

Section 501. Tax Certificate. Upon issuance of the 2020 Bond, a Tax Certificate, in form acceptable to the City's bond counsel, with such insertions and changes therein as shall be approved by the Mayor or Treasurer/Finance Director of the City or such other appropriate officials of the City, is hereby authorized and approved. Such approval of said officials of the City shall be conclusively established by their execution of the Tax Certificate in its final form.

Section 502. Effect of Supplemental Ordinance. To the extent that this Supplemental Ordinance amends or supplements the Master Ordinance, the Master Ordinance shall be treated as so amended or supplemented

Section 503. Ratification. All proceedings, resolutions, ordinances, and actions of the Council, the City, and their officers, agents and employees taken in connection with the authorization, sale and issuance of the 2020 Bond are hereby in all respects ratified, confirmed and approved.

Section 504. Severability. It is hereby declared that all parts of this Supplemental Ordinance are severable, and if any section, paragraph, clause or provision of this Supplemental Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Supplemental Ordinance.

Section 505. Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Supplemental Ordinance are, to the extent of such conflict, hereby repealed.

Section 506. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Supplemental Ordinance.

Section 507. Savings Clause. Except as amended by this Supplemental Ordinance, the Master Ordinance shall remain in full force and effect.

Section 508. Effective Date. This Supplemental Ordinance shall take effect from and after its passage and publication of the summary substantially in the form attached hereto as Exhibit B, in the manner as required by law.

ADOPTED by the City Council of the City of Moscow, Latah County, Idaho, at a regular meeting thereof held this 20th day of April, 2020.

CITY OF MOSCOW, LATAH COUNTY,
IDAHO

Mayor

ATTEST:

City Clerk

**EXHIBIT A
FORM OF BOND**

UNITED STATES OF AMERICA

No. R-1

\$4,300,000.00

STATE OF IDAHO
CITY OF MOSCOW, LATAH COUNTY

WATER REVENUE BOND, SERIES 2020

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED DATE:</u>	<u>CUSIP</u>
2.25%	05/12/2040	05/12/2020	NO:
			N/A

REGISTERED OWNER: STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY, BOISE, IDAHO

PRINCIPAL AMOUNT: **FOUR MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS**

The City of Moscow, Latah County, Idaho, a body politic and corporate organized and existing under and by virtue of the laws of the State of Idaho (herein called the “City”) hereby acknowledges itself to owe and for value received promises to pay, but only from the sources and as hereinafter provided, to the Registered Owner identified above, or registered assigns, the above Principal Amount pursuant to the State of Idaho Department of Environmental Quality Loan Offer, Acceptance and Agreement for Drinking Water Treatment Design and Construction executed by the Idaho Department of Environmental Quality (the “IDEQ”) on June 12, 2014, and accepted by the City on June 16, 2014 (the “IDEQ Loan Agreement”), plus interest accruing on the outstanding principal at the above Interest Rate per annum on the basis of a 360-day year and twelve 30-day months. Payments of principal and accrued interest hereon are payable pursuant to Schedule 1 attached hereto, payable semiannually on May 12 and November 12 of each year, commencing November 12, 2020, based on the outstanding principal under this Water Revenue Bond, Series 2020 (this “Bond”), amortized over twenty (20), with the final payment of the outstanding principal and accrued interest thereon due and payable on the Maturity Date above.

The principal and interest payments on this Bond shall be payable in lawful money of the United States of America, to the Registered Owner hereof, at the address of such Registered Owner shown on the registration books of the City. Any Registered Owner of this Bond subsequent to its original Registered Owner is hereby placed on notice of all payments of principal and interest on this Bond prior to its transfer and all subsequent Registered Owners hereof hereby acknowledge that they have ascertained the actual unpaid amount of this Bond as

of the date of transfer to them and hereby release the City from all obligations as to all principal and interest paid by the City prior to such date.

The Bond is subject to redemption at par, in whole or in part, on any date prior to the stated Maturity Date, upon thirty (30) days advance written notice to the Registered Owner..

This Bond is issued for the purpose of financing a portion of the Cost of Acquisition of certain improvements (the "Project") to the City's domestic water system (the "System"), pursuant to the Revenue Bond Act of the State of Idaho, being Sections 50-1027 to 50-1042, inclusive, Idaho Code, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2, and as authorized by the judicial confirmation of the Project, and pursuant to the City's Master Bond Ordinance (Water System) No. 2020-04 adopted April 20, 2020 (the "Master Ordinance"), as supplemented by the City's Supplemental Ordinance No. 2020-05 adopted April 20, 2020 (the "Supplemental Ordinance," and together with the Master Ordinance, the "Bond Ordinance"). *Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in the Master Ordinance and the Supplemental Ordinance.*

The Treasurer of the City is acting as the Bond Registrar, authenticating agent and paying agent for this Bond (the "Bond Registrar").

This Bond is payable solely from the special fund of the City defined as the "Bond Fund" under the Bond Ordinance, and the 2020 Debt Service Account created thereunder. The City has irrevocably obligated and bound itself to pay into the Bond Fund out of the Revenue of the System or from such other moneys as may be provided therefor certain amounts necessary to pay and secure the payment of the principal and interest on this Bond on parity with all bonds issued under the Bond Ordinance payable from the Revenue of the System (the "Parity Bonds"). This Bond is not a general obligation of the City. The City hereby covenants and agrees with the owner of this Bond that it will keep and perform all the covenants of this Bond and of the Bond Ordinance to be by it kept and performed, and reference is hereby made to the Bond Ordinance for a complete statement of such covenants.

The City does hereby pledge and bind itself to set aside from the Revenue Fund out of the Net Revenues of the System and to pay into the 2020 Debt Service Account and 2020 Reserve Account under the Bond Fund the amount of Net Revenues required by the Bond Ordinance and IDEQ Loan Agreement to be paid into and maintained in such fund and accounts, all within the times provided by the Bond Ordinance and the IDEQ Loan Agreement. To the extent more particularly provided by the Bond Ordinance, the amounts so pledged to be paid from the Revenue Fund out of the Net Revenues of the System into the Bond Fund shall be a lien and prior first charge thereon, equal in rank to the lien and charge of Parity Bonds, and the amounts required to pay and secure the payment of Additional Bonds (as defined in the Bond Ordinance) of the City hereafter issued on a parity of lien with the Parity Bonds, including this Bond, and superior to all other liens and charges of any kind or nature, except the Operation and Maintenance Expenses of the System.

The pledge of Net Revenues of the System and other obligations of the City under the Bond Ordinance may be discharged at or prior to the maturity or redemption of this Bond upon

the making of provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed.

IN WITNESS WHEREOF, the City of Moscow, Latah County, Idaho, has caused this Bond to be signed with the facsimile or manual signatures of the Mayor and the City Treasurer, and to be attested by the facsimile or manual signature of the City Clerk, all as of this 12th day of May, 2020.

CITY OF MOSCOW, LATAH COUNTY,
IDAHO

By: _____
Mayor

By: _____
City Treasurer

ATTEST:

Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: May 12, 2020

This Bond is the Water Revenue Bond, Series 2020, of the City of Moscow, Latah County, Idaho, in the principal amount of \$4,300,000, dated May 12, 2020, as described in the within-mentioned Bond Ordinance.

Registrar

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: _____

Address: _____

Tax Identification No.: _____

the within Bond and hereby irrevocably constitutes and appoints _____
_____ of _____
to transfer said bond on the books kept for registration thereof with full power of substitution in
the premises.

Dated: _____

Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

CERTIFICATE OF THE TREASURER OF THE
CITY OF MOSCOW, LATAH COUNTY, IDAHO

STATE OF IDAHO)
) ss.
County of Latah)

I, the undersigned, the duly constituted, legally qualified and acting Treasurer of the City of Moscow, Latah County, Idaho, hereby certify that the within Bond has been registered and recorded in my office pursuant to the provisions of chapter 9, Title 57, Idaho Code, and all acts amendatory thereof and supplementary thereto.

WITNESS my hand this 12th day of May, 2020.

Treasurer

Schedule 1 - Debt Service Schedule

**City of Moscow, Latah County, Idaho
Water Revenue Bond, Series 2020**

EXHIBIT B
CITY OF MOSCOW
LATAH COUNTY, IDAHO

Summary of Supplemental Ordinance No. 2020-05, passed April 20, 2020

A SUPPLEMENTAL ORDINANCE OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S WATER REVENUE BOND, SERIES 2020, IN THE PRINCIPAL AMOUNT OF \$4,300,000 TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WATER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2020 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PLEDGING NET REVENUES FOR PAYMENT OF THE SERIES 2020 BOND ON PARITY; FIXING THE FORM AND TERMS OF THE SERIES 2020 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

Section 101 (Definitions) defines certain capitalized terms used in the Supplemental Ordinance, and incorporates defined terms in the Master Bond Ordinance (Water System) No. 14-0723-1 (the "Master Ordinance").

Section 201 (Authority for Supplemental Ordinance) provides that the Supplemental Ordinance is adopted pursuant to the provisions of the Revenue Bond Act, Idaho Code Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2 (collectively, the "Act"), and the Master Ordinance.

Section 202 (Finding and Purpose) provides findings and determinations required to finance certain improvements to the Water System (the "Project") of the City of Moscow, Latah County, Idaho (the "City") with proceeds of the issuance and sale of the City's Water Revenue Bond, Series 2020 (the "2020 Bond") pursuant to the Master Ordinance and IDEQ Loan Agreement with the Idaho Department of Environmental Quality.

Section 203 (Authorization of 2020 Bond, Principal Amount, Designation; Confirmation of Net Revenues) authorizes the 2020 Bond in the principal amount of \$4,300,000; provides the designation of the 2020 Bond, and security of payment thereof from Net Revenues.

Section 204 (Issue Date) provides that the issue date shall be the date of delivery of the 2020 Bond.

Section 205 (2020 Bond Details) provides that the 2020 Bond shall be issued in a single denomination and shall bear interest and be payable pursuant to the IDEQ Loan Agreement and form of the 2020 Bond as set forth in Exhibit A to the Supplemental Ordinance.

Section 206 (Optional Redemption) provides that the 2020 Bond is subject to redemption prior to maturity in whole or in part at par on any date.

Section 207 (Sale of 2020 Bond, Approval of IDEQ Loan Agreement) provides for issuance and sale of the 2020 Bond to the Purchaser pursuant to the IDEQ Loan Agreement.

Section 208 (Execution of 2020 Bond) provides for the manner of execution of the 2020 Bond.

Section 209 (Registration of 2020 Bond) provides that the Treasurer of the City shall act as Bond Registrar for the 2020 Bond.

Section 301 (Creation of Accounts and/or Subaccounts under Funds) creates the following: 2020 Debt Service Account under the Bond Fund for payment of debt service on the 2020 Bond; 2020 Reserve Account under the Bond Fund to secure payment of the 2020 Bond.

Section 302 (Delivery of 2020 Bond) authorizes delivery of the 2020 Bond to the Purchaser pursuant to the IDEQ Loan Agreement in exchange for prior draws received by the City together with capitalized interest aggregating \$4,300,000, the principal amount of the 2020 Bond.

Section 401 (Pledge of Net Revenues) provides for pledge of Net Revenues of the City to pay debt service on the 2020 Bond on parity with outstanding Parity Bonds under the Master Ordinance.

Section 501 (Tax Certificate) authorizes a Tax Certificate acceptable to the City's bond counsel to be executed by City officials.

Section 502 (Effect of Supplemental Ordinance) provides that the Master Ordinance is amended and supplemented as provided by the Supplemental Ordinance.

Section 503 (Ratification) ratifies, confirms and approves all proceedings, resolutions, and ordinances in connection with the sale and issuance of the 2020 Bond.

Section 504 (Severability) provides that other covenants and agreements in the Supplemental Ordinance are not affected if one is made invalid.

Section 505 (Conflict) repeals all resolutions, orders and regulations or parts thereof conflicting with the Supplemental Ordinance.

Section 506 (Captions) provides that table of contents and captions and headings are for convenience only.

Section 507 (Savings Clause) provides that except as amended by the Supplemental Ordinance, the Master Ordinance shall remain in full force and effect.

Section 508 (Effective Date) provides that the Supplemental Ordinance shall take effect from and after its passage and publication of this summary as required by law.

Exhibit A: Sets forth the form of the 2020 Bond.

Exhibit B: Sets forth this summary for publication.

The full text of Supplemental Ordinance No. 2020-05 is available at the office of the City Clerk of the City of Moscow, Idaho, and will be provided to any citizen upon personal request during normal business hours.

Approved this 20th day of April, 2020.

CITY OF MOSCOW, LATAH COUNTY,
IDAHO

Mayor

ATTEST:

City Clerk

CERTIFICATION OF COUNSEL

I, the undersigned, attorney for the City of Moscow, Idaho, hereby certify that I have read the attached Summary of Supplemental Ordinance No. 2020-05 of the City, and that the same is true and complete and provides adequate notice to the public of the contents of said ordinance.

Dated as of this ____ day of April, 2020.

By: _____
City Attorney

CERTIFICATE OF THE CLERK

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Moscow, Latah County, Idaho (the “City”), and keeper of the records of the City Council (the “City Council”); and

I HEREBY CERTIFY:

1. That the attached Supplemental Ordinance is a true and correct copy of Supplemental Ordinance No. 2020-05 of the City (the “Supplemental Ordinance”), as finally passed at a regular meeting of the City Council held on the 20th day of April, 2020, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Supplemental Ordinance; that all other requirements and proceedings incident to the proper passage of the Supplemental Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th of April, 2020.

Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, April 20, 2020



RESPONSIBLE STAFF

Gary Riedner, City Supervisor

REVIEWED BY

ADDITIONAL PRESENTER(S)

Tony Bean

OTHER RESOURCES

AGENDA ITEM TITLE

Resolution Allowing Pullman Moscow Regional Airport to Accept CARES Act Funds (ACTION ITEM)
- Tony Bean

DESCRIPTION

Tony Bean, the Executive Director of the Pullman-Moscow Regional Airport (PMRA) is requesting that the City Council adopt a Resolution allowing PMRA to accept federal Coronavirus Aid, Relief and Economic Security (CARES) funding. PMRA has been notified that CARES Act funding in the amount of \$18,129,792 has been designated for PMRA. The funds are allowed to be used for operations and project match for existing and future FAA grants issued in 2020 as well as the future terminal that is currently in design. These funds are in addition to the AIP (Airport Improvement Program) grant funds, as the CARES funds originated from the General Fund and have no local match. The funds must be used under the FAA Airport Revenue Use Policy as Airport Revenues with receipts, supporting documentation, Federal requirements and draws through the FAA grant system as a reimbursable grant.

STAFF RECOMMENDATION

Adopt the Resolution preauthorizing the acceptance of grant monies under the CARES Act providing economic assistance in response to COVID-19 operational impacts, or take such other action deemed appropriate.

PROPOSED ACTIONS

PROPOSED ACTIONS: Adopt the Resolution preauthorizing the acceptance of grant monies under the CARES Act providing economic assistance in response to COVID-19 operational impacts, or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. PUW-Grant Offer (COVID-19) Supplemental Funding 4-7-2020_mb
2. CARES Act FAQ's

RESOLUTION NO. 2020 –

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PREAUTHORIZING THE ACCEPTANCE OF GRANT MONIES UNDER THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT TO PROVIDE ECONOMIC ASSISTANCE IN RESPONSE TO COVID-19 OPERATIONAL IMPACTS.

WHEREAS, the City jointly owns the Pullman Moscow Regional Airport in accordance with applicable Federal, State, and Local regulations; and

WHEREAS, the 2019–20 coronavirus pandemic (COVID-19) is an ongoing public health emergency that has reached more than 190 countries, causing economic distress on all forms of businesses including the transportation industry; and

WHEREAS, on March 27, 2020, the President of the United States signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act to minimize the economic impacts and assist Cities throughout the nation with their response to the COVID-19 virus; and

WHEREAS, Title XII, Division B of the CARES Act provides approximately \$10 Billion Dollars to support U.S. airports experiencing severe economic disruption caused by the COVID-19 public health emergency; the funds will be distributed to airports to prevent, prepare for, and respond to the COVID-19 public health emergency; and

WHEREAS, the CARES grant funds are available to sponsors as defined in Section 47102 of title 49, United States Code; airport sponsors meeting statutory and policy requirements under this section and identified in the FAA's current National Plan of Integrated Airport Systems are eligible; and

WHEREAS, grant funds will be provided directly from the U.S. Treasury's General Fund to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency; the FAA's Office of Airports will administer grant funds to airport sponsors; and

WHEREAS, the Pullman Moscow Regional Airport has received one 2020 Airport Improvement Program (AIP) grant and is presently eligible to receive additional grants from the federal government at a 100% share and may not require the use of the airport sponsor's local 8.12% match funded under the Passenger Facility Charge Program (PFC); and

WHEREAS, the CARES Act has allocated at least \$7.4 Billion Dollars in additional funding to Commercial Service Airports that may receive the additional funding for any purpose for which airport revenues may be lawfully used; the additional grant funding will be distributed to all Commercial Service Airports based upon a percentage of the airport's total 2018 passenger enplanements; and

WHEREAS, the CARES Act has allocated at least \$2 Billion Dollars in additional funding to be made available to large, medium, and small airports, as well as non-hub primary airports, for any

purpose airport revenues may be lawfully used; this additional funding will be distributed based upon statutory AIP primary entitlement formulas; and

WHEREAS, the City Council deems it to be in the best interest of the City and its residents to accept CARES funding grants from the Federal Aviation Administration for funds needed to accomplish previously identified capital improvements on the airport as well as for application to any purpose for which airport revenues may be lawfully utilized.

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

1. The Mayor and Finance Director are hereby preauthorized and directed to accept additional CARES grant funds from the Federal Aviation Administration as may be offered for eligible and scheduled projects and to effect the purpose of this resolution.
2. The Mayor and Finance Director are further authorized and directed to accept CARES grant funds to be applied to any purpose for which airport revenues may be lawfully used, in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). Additionally, the CARES Act further provides that the grant funds may not be used for any purpose not related to the airport.

PASSED AND APPROVED by the Mayor and City Council of the City of Moscow, Idaho, this _____ day of _____, 2020.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk



Federal Aviation Administration

CARES Act Airport Grants – Frequently Asked Questions

This document answers frequently asked questions (FAQs) stakeholders may have related to the approximately \$10 billion in grants for airports under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

The FAA has additional information unrelated to CARES Act grants for airport sponsors considering COVID-19 restrictions or accommodations. That information is available at www.faa.gov/airports.

The guidance here is not legally binding in its own right and will not be relied upon by the Federal Aviation Administration (FAA) as a separate basis for affirmative enforcement action or other administrative penalty. Conformity with this guidance, as distinct from existing statutes, regulations, and grant assurances, is voluntary only, and nonconformity will not affect existing rights and obligations.

These FAQs will be updated periodically.

General Questions

Q1: How does the Coronavirus Aid, Relief, and Economic Security (CARES) Act benefit airports?

A: Title XII of Division B of the CARES Act provides approximately \$10 billion to support U.S. airports experiencing severe economic disruption caused by the COVID-19 public health emergency. This funding will be distributed to airports to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency.

Q2: Who is eligible to receive funding?

A: These funds are available only to sponsors as defined in section 47102 of title 49, United States Code (U.S.C.); that is, airport sponsors meeting statutory and policy requirements under this section and identified in the FAA's current National Plan of Integrated Airports System (NPIAS).

Q3: Where is this funding coming from?

A: The funds are coming directly from the U.S. Treasury's General Fund to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency. The FAA's Office of Airports will administer these grant funds to airport sponsors.

Q4: What is the period of availability to obligate or spend CARES Act funding?

A: Funds are available until expended. There is no deadline to obligate funds available under the CARES Act. Nevertheless, the FAA intends to award grants and obligate these funds on an expedited basis. The FAA encourages airport sponsors to spend funds expeditiously to reduce the adverse impacts of the current public health emergency.

Q5: Is there a deadline by which funds for operating expenses must be used?

A: No. However, grants for operating expenses may not include activities prior to January 20, 2020.

Q6: How will this funding be allocated to airport sponsors?

A: The \$10 billion in funding is divided into four groups. The CARES Act establishes formulas for each group to allocate the funds to specific airports. Because the CARES Act allocates all funds by formula or to increase the Federal share for grants funded under fiscal year (FY) 2020 appropriations, none of these funds are discretionary. These four groups are:

- (1) 100% Federal share for 2020 Airport Improvement Program (AIP) Grants. At least \$500 million is available to increase the Federal share to 100% for grants awarded under the fiscal year (FY) 2020 appropriations cycle for FY 2020 AIP and FY 2020 Supplemental Discretionary grants. The Federal share for FY 2018 and 2019 Supplemental Discretionary grants will not increase.
- (2) Commercial Service Airports. At least \$7.4 billion is available to Commercial Service Airports for any purpose for which airport revenues may lawfully be used. The total allocation to an airport is determined by the following formula:
 - a. 50% of the total allocation is based on the number of enplanements the airport had during calendar year 2018 as a percentage of total 2018 enplanements for all commercial service airports.
 - b. 25% of the total allocation is based on the sponsor's fiscal year 2018 debt service as a percentage of the combined debt service for all commercial service airports; and
 - c. 25% of the total allocation is based on the sponsor's fiscal year 2018 ratio of unrestricted reserves to its respective debt service.
- (3) Primary Airports. Up to \$2 billion is available to large, medium, and small hub airports and non-hub primary airports for any purpose for which airport revenues may be lawfully used. These funds are allocated based upon statutory AIP primary entitlement formulas. However, the \$26 million limit under 49 U.S.C. 47114(c)(1)(C)(iii) and reduction for imposing passenger facility charges under 49 U.S.C. 47114(f) do not apply to these allocations.

- (4) General Aviation Airports. At least \$100 million is available to general aviation airports for any purpose for which airport revenues may be lawfully used. These funds are allocated based on the categories published in the most current NPIAS, reflecting the percentage of the aggregate published eligible development costs for each such category, and then dividing the allocated funds evenly among the eligible airports in each category, rounded up to the nearest thousand dollars.

Q7: How is the 100% Federal share determined?

A: When a grant is awarded, the Federal share is determined by the category of airport and the airport development goal. This Federal share is specific to each grant. To implement the CARES Act requirement and award AIP and Supplemental Discretionary grants appropriated for FY 2020 at a 100% Federal share, the FAA will calculate the increased Federal share for each AIP grant. The FAA will amend FY 2020 grants that already have been executed to adjust to the 100% Federal share. The FAA will award and execute the remaining FY 2020 grants with a 100% Federal share.

Q8: Do CARES grants have a local match?

A: No. Funds under the CARES Act are available at a 100% Federal share.

Q9: How can an airport sponsor use CARES grant funds?

A: An airport owner/sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's [Policy and Procedures Concerning the Use of Airport Revenues \("Revenue Use Policy"\)](#), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy document defines permitted and prohibited uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act makes clear that the funds may not be used for any purpose not related to the airport.

Q10: Can I use CARES grant funds for new airport development on the airport?

A: Yes. However, additional requirements apply. To make these critical CARES funds available as quickly as possible, the FAA is issuing non-construction grants that permit expenditure for airport operating expenses (such as payroll) and to pay airport debt service. A recipient of a CARES grant that wishes to use the funds for new airport development or construction (i.e., to award a contract after March 27, 2020, for airport development) should contact its local Airports District Office or Airports Regional Office to make arrangements to do so. That office will ensure that such development is consistent with all of the recipient's prior Federal obligations, meets safety and security standards, meets National Environmental Policy Act (NEPA), prevailing wage, Buy American, Veterans' Preference, and Disadvantaged Business Enterprise Program requirements, and meets other specific requirements for new airport development under the CARES Act.

- Q11: Are there any other specific requirements for accepting CARES grant funds?**
A: Yes. The airport sponsor must continue to employ, through December 31, 2020, at least 90% of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) as of March 27, 2020. The Secretary of Transportation may waive this workforce retention requirement if the Secretary determines that the sponsor is experiencing economic hardship as a direct result of the requirement, or that the requirement reduces aviation safety or security. The workforce retention requirement does not apply to non-hub or non-primary airports.
- Q12: How do small, medium and large hub airport sponsors report their respective compliance with the employee retention requirement?**
A: Airport sponsors must certify compliance with the CARES Act employment requirements (outlined in Q11) at the time of grant execution and report employment totals quarterly on June 30, September 30, and December 31, 2020. That report and certification should include the number of full-time equivalent (FTE) employees working at the airport as of March 27, 2020, as the baseline comparison. Airport sponsors may make adjustments for employees who perform duties at both the airport and other facilities operated by the airport sponsor. Airport sponsors also may make adjustments for retirements or voluntary employee separations when calculating the workforce retention percentage. If an airport sponsor intends to request a waiver from the employment requirements, it should do so no less than 30 days prior to a quarterly report date and provide documentation supporting its request.
- Q13: Are multi-year grants eligible for a 100% Federal share under the CARES Act?**
A: The FAA will provide a 100% Federal share for multi-year grants issued in FY 2020 under FY 2020 appropriations (Pub. L. 116-94). Future year funding for FY 2020 multi-year grants will continue to provide a 100% Federal share as long as CARES matching funds remain. Once matching funds are exhausted, FY 2020 multi-year grants will revert to the normal sponsor share. Multi-year grants issued in FY 2019 or earlier are not eligible for a 100% Federal share because they were issued under different appropriations laws. These grants will continue to be funded under the terms of the Grant Agreement.
- Q14: If an airport sponsor owns or operates multiple airports, may CARES Act Airport Grant funds be pooled?**
A: Yes. An airport sponsor may use funds at any airport under its control.
- Q15: Are airport sponsors in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island eligible for CARES Act Airport Grants?**
A: No. The CARES Act states sponsors of airports defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and

Wake Island are not included in the NPIAS. While these airport sponsors may be eligible for some AIP discretionary funding, they are not eligible under the CARES Act.

Q16: Are airports in U.S. territories eligible for CARES Act Airport Grants?

A: Yes. The CARES Act states sponsors of airports defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in U.S. territories (American Samoa, Northern Mariana Islands, Puerto Rico, the U.S. Virgin Islands, and Guam) are included in the NPIAS.

Q17: Can an airport sponsor use CARES Act Airport Grants and funding from other Federal programs to pay for expenses related to the COVID-19 public health emergency?

A: CARES Act Airport Grants may be used for airport operating expenses that arise due to the COVID-19 public health emergency. The FAA recognizes that several sources of COVID-19 relief funds may be available to airport sponsors. Airport sponsors may use other sources of funding consistent with the terms of those programs. However, an airport sponsor may not invoice under its CARES Act Airport Grant for expenses that have been reimbursed under another program.

Questions on Allocation Formulas

Q-F1: What financial information is the FAA using to determine distribution of the 50% of the \$7.4 billion available under the CARES Act for commercial service airports that pertains to an airport's debt ratio?

A: This information is taken from each commercial service airport sponsor's annual financial report. By law, since 1994, each Chief Financial Officer (or equivalent) of a commercial service airport must certify an annual financial report to the FAA. FAA Advisory Circular (AC) 150/5100-19D, "Guide for Airport Financial Reports Filed by Airport Sponsors," provides detailed instructions on the use of the Certification Activity Tracking System (CATS), including how the system relates to government accounting requirements. Each airport must submit and certify its annual financial report within 120 days of the end of its fiscal year. The FAA used the FY 2018 CATS data for all airports, reported as of March 14, 2020, to calculate allocations under the CARES Act formulas. The FAA is not accepting sponsor-requested amendments to certified CATS data for purposes of calculating CARES Act Airport Grants allocations. Where the FAA's preliminary review identified airports whose submissions raised technical issues, the FAA worked closely with those airports to address and correct those issues.

Q-F2: What is the CARES Act phrase "each sponsor's ratio of unrestricted reserves to their respective debt service" intended to accomplish?

A: In general, the higher an airport's reserves are, or the lower its debt service is, the more it may be allocated under this ratio.

Questions on Grant Application, Agreement, and Invoicing

Q-GA1: Is a grant application required to receive CARES Act Airport Grants?

A: Yes, with one exception. After the Secretary of Transportation announces awards under the CARES Act, each airport sponsor must submit a grant application to access those funds. However, sponsors do not need to apply for the increased Federal share of FY 2020 AIP or FY 2020 Supplemental Discretionary grants.

Q-GA2: Will the FAA use a standard grant application form or one specifically designed for this program?

A: The FAA will use the Office of Management and Budget (OMB) SF-424, *Application for Federal Assistance*.

Q-GA3: When will CARES Act Airport Grant applications be available and how long after filing a complete application should an airport sponsor expect to receive a grant?

A: The FAA will provide this application to airport sponsors through the local Airports District Office or Airports Regional Office shortly after the Secretary announces CARES Act Airport Grants awards. The FAA anticipates providing a grant agreement for execution within days of receiving a complete application.

Q-GA4: Will the FAA use a standard AIP grant agreement or one specifically designed for this program?

A: The FAA will provide a simplified Grant Agreement shortly after it receives an application. This simplified agreement includes the requirements under the CARES Act and makes funds immediately available for expenses, other than airport development, including payroll, debt service, utility expenses, service contracts, and supplies.

Q-GA5: Does a CARES Act Airport Grant require an airport sponsor to obligate itself to the standard set of FAA Airport Sponsor Grant Assurances?

A: Generally, no. If an airport sponsor uses its CARES Act Airport Grant for operational expenses, the standard FAA Airport Sponsor Grant Assurances do not apply. The CARES Act Airport Grants for operational expenses remain subject to audit, reporting, records retention, and other requirements under 2 CFR part 200 like other Federal grant funding. Some laws outside of 49 U.S.C. chapter 471 also apply, such as 49 U.S.C. 40103(e), which prohibits the grant of an exclusive right to conduct any type of aeronautical activity at an airport, and Title VI of the Civil Rights Act, which prohibits discrimination on the basis of race, color, or national origin. If an airport sponsor uses its CARES Act Airport Grant for new airport development, additional requirements apply (see Q10). Additionally, CARES Act Airport Grant funds may be used only for the capital and operating expense of the airport. Examples of expenditures that FAA has found to be allowable are provided in the [FAA Revenue Use Policy](#). The CARES Act does not, however,

void assurances made in prior grant agreements; therefore, a sponsor's pre-existing grant assurances and Federal obligations continue to apply.

Q-GA6: How will an airport sponsor submit payment requests for CARES Act Airport Grants?

A: The FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. Airport sponsors will continue the current practice of submitting underlying payment request documentation. Examples of documentation include payroll receipts, janitorial contract invoices, and debt service payments. The FAA will review invoices manually to ensure adequate oversight, but it will process payments quickly.

Questions on Use of Funds

Q-U1: Can CARES Act Airport Grants funds be used to purchase an aviation or aviation easement?

A: Yes, provided the purchase is consistent with 49 U.S.C. 47107(b) and (k)(2) (i.e., the expenditure is an airport operating cost that reflects the value received). Examples of expenditures that FAA has found allowable are provided in [the FAA Revenue Use Policy](#). The airport sponsor should consult with its local Airports District Office or Airports Regional Office because this purchase could be considered "airport development" and subject to additional requirements. See Q10.

Q-U2: Can CARES Act Airport Grants funds be used to accelerate structured settlement agreements or pay the penalty for early defeasement of debt?

A: Yes, provided the use of funds is consistent with 49 U.S.C. 47107(b) and (k)(2) (i.e., the expenditure is an airport operating cost that reflects the value received). Examples of expenditures that FAA has found allowable are provided in [the FAA Revenue Use Policy](#). If any part of the debt had been approved for Passenger Facility Charge (PFC) collections, the airport sponsor may have to amend its PFC approval to reflect the change.

Q-U3: Can CARES Act Airport Grants funds be used for a surface access project (roads or rail/transit)?

A: Yes. This use is airport development and, therefore, additional requirements apply. See Q10.

Q-U4: Can CARES Act Airport Grants funds be used to prepay long-term contracts (for example, shuttle-bus operators, janitorial services, security services, fire and police services)?

A: Yes, provided the prepayment is a *bona fide* transaction where the sponsor receives the benefit of the prepaid services and receives some value in exchange for committing in advance.

Q-U5: Can CARES Act Airport Grants funds be deposited in the airport sponsor's reserve account (or invest them for future use)?

A: No. The FAA would not be able to ensure a potential future use is a use consistent with the CARES Act requirement. Airports should submit invoices and underlying documentation for airport expenditures. See Q-GA6.

Q-U6: Can CARES Act Airport Grants funds be used to help bolster the local government's pension fund?

A: Generally, no. However, if the fund has historically been supported by the airport and the support is proportional to the share paid to airport retirees, then the airport should consult with its local Airports District Office or Airports Regional Office, to determine if such a use is appropriate.

Questions on Environmental Review

Q-E1: Are there any environmental requirements associated with increases to 100% Federal share for FY 2020 AIP grants?

A: All projects funded for AIP and Supplemental Discretionary grants under FY 2020 appropriations continue to be subject to environmental requirements. However, no additional environmental analysis is required for the Federal share increase.

Q-E2: Are there any environmental review requirements associated with non-construction grants for airport operating expenses and debt service?

A: No. These types of grants have no potential to impact the environment, and therefore are not major federal actions subject to National Environmental Policy Act (NEPA) review.

Questions on Administration under the State Block Grant Program

Q-SB1: What is the State Block Grant Program (SBGP)?

A: In 1987, Congress authorized the FAA to use State block grants to provide AIP funds to airport sponsors. Through the State Block Grant Program (SBGP), the FAA provides funds directly to States that participate in the program. In turn, SBGP participants fund and oversee AIP projects to non-primary commercial service, reliever, and general aviation airports. The program currently includes the following 10 States: Georgia, Illinois, Michigan, Missouri, New Hampshire, North Carolina, Pennsylvania, Tennessee, Texas, and Wisconsin.

Q-SB2: How will the FAA Administer CARES Act funding for States participating in the SBGP?

A: The FAA Airport Improvement Program Branch (APP-520) will utilize its existing relationships with the States participating in the SBGP for administration of CARES Act Airport Grants. These participants have relationships with airport

sponsors within their States and currently provide grant management and internal controls. Leveraging this infrastructure will facilitate efficient and expedient distribution of funds.

Q-SB3: Will FAA Regional and Airport District Offices remain the points-of-contact for CARES Act Airport Grants?

A: Yes. States participating in the SBGP should continue to work with their local Airports District Office or Airports Regional Office throughout CARES Act Airport Grants implementation and administration.

Q-SB4: Do CARES Act Airport Grants funding allocations work differently for the SBGP?

A: No. The FAA will calculate each airport sponsor's allocation based on formulas in the CARES Act. The Secretary of Transportation will announce these award amounts along with all awards under the CARES Act Airport Grants program.

Q-SB5: How much CARES Act funding may States participating in the SBGP distribute?

A: The CARES Act provides for specific allocations to each airport sponsor. The FAA will aggregate the amounts announced for each airport sponsor into one State award.

Q-SB6: How may States participating in the SBGP allocate CARES Act Airport Grants?

A: States participating the SBGP must make sub-awards to each airport sponsor based on that sponsor's allocation under the CARES Act. The FAA expects States to make these sub-awards on an expedited basis, for airport sponsors to spend funds quickly, to reduce the adverse impacts of the current public health emergency. States must follow 2 CFR part 200 requirements for CARES Act Airport Grants and sub-awards.

Q-SB7: What application and grant agreement will be used for sub-grants?

A: States participating in the SBGP will use a streamlined application and grant agreement process similar to what the FAA is using for all CARES Act Airports Grants. The FAA will provide States with template documents after these grants are announced.

Q-SB8: Can States participating in the SBGP mix FY 2020 AIP funds and additional funds to increase the Federal share under the CARES Act?

A: No. The (1) FY 2020 AIP and Supplemental Discretionary funds are separate from the (2) CARES Act funds to increase the Federal share. States must separately account for the two different funding sources as they are drawn down to ensure each appropriation is spent as intended.

Q-SB9: What if my State legislature needs to approve the acceptance of CARES Act funding?

A: The FAA recommends that States participating in the SBGP use their usual State processes to approve, accept, and administer Federal funds.

Q-SB10: Can CARES Act Airport Grants be sub-awarded to airport sponsors that had previously opted out of the SBGP?

A: No. States participating in the SBGP do not have to make sub-awards to airport sponsors that opted-out in FY 2020 or do not participate in the SBGP. The FAA will administer grants for those airport sponsors.

Q-SB11: What are the reporting requirements for CARES Act Airport Grants?

A: States participating in the SBGP will continue the current practice of providing sub-award reporting information on CARES Act Airport Grants to the FAA upon request.

Q-SB12: Will CARES Act Airport Grants require end-of-fiscal-year reporting like other AIP funding?

A: Yes. CARES Act Airport Grants funds will be included in the Annual Report of Federal Funding at the end of FY 2020.

Q-SB13: How will payment requests be submitted for CARES Act Airport Grants?

A: The FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. States participating in the SBGP will continue the current practice of retaining all underlying payment request documentation and complete records.

Q-SB14: Will the FAA audit CARES Act Airport Grants administered by States participating in the SBGP?

A: Yes. The FAA will include audits of CARES Act Airport Grants in its annual audit process.

COMMITTEE STAFF REPORT

DATE: Monday, April 20, 2020



RESPONSIBLE STAFF

Scott Bontrager, Assistant City Engineer, Nate Suhr, Senior Engineering Technician

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

North Main Beautification Project Bid Result and Contract Award (ACTION ITEM) - Nate Suhr

DESCRIPTION

The 2020 City of Moscow North Couplet Beautification Project will prepare the area of C and Main Street for the installation of a metal three-dimensional sculpture public art piece entitled “The Homecoming”. The project includes installation of ADA compliant pedestrian ramps, curb extensions, electric and water service, and storm drainage, and replaces non-compliant sidewalks and driveway approaches. A concrete planter to shield pedestrians from vehicles will also be constructed. The public art piece and additional beautification projects, including additional sidewalk replacement and the installation of street trees throughout the corridor will be completed at a later date.

The City issued an electronic bid solicitation to five area contractors on March 20, 2020 and the Engineer’s estimate for the project was \$89,057. Two responsive bids were received on April 3, 2020, with bids ranging from \$88,714 to \$92,772. Of those, Germer Construction of Moscow, Idaho submitted the low bid on the project of \$88,714. A complete bid tabulation is attached.

STAFF RECOMMENDATION

Accept the low bid from Germer Construction, Inc., award the contract in the amount of \$88,714.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept the low bid from Germer Construction, Inc.---, award the contract in the amount of \$88,714.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$8,871.40), or take such other action deemed appropriate.

FISCAL IMPACT

Funding for the project will be provided from the Sidewalk Improvements (350-150-40-770-73) and the Streetscape Programs (350-150-40-770-66) budgets.

PERSONNEL IMPACT

This project will be inspected and managed by City of Moscow Engineering Division personnel.

ATTACHMENTS

1. North Couplet Beautification Project Bid Tabulation
2. North Couplet Overview
3. Construction Agreement

North Couplet Beautification Project - 2020
Bids Opened 4/3/2020

				Engineers Estimate		Bid From: Germer Construction		Bid From: McCall Classic Construction	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total
1	Mobilization	1	LS	\$7,000.00	\$7,000.00	\$13,204.00	\$13,204.00	\$6,500.00	\$6,500.00
2a	Remove / Dispose of Bituminous Surface	239	SY	\$24.50	\$5,855.50	\$8.00	\$1,912.00	\$20.00	\$4,780.00
2b	Remove / Dispose of Concrete Sidewalk	139	SY	\$32.75	\$4,552.25	\$12.00	\$1,668.00	\$27.00	\$3,753.00
2c	Remove / Dispose of Concrete Curb Type A	267	LF	\$12.00	\$3,204.00	\$3.00	\$801.00	\$8.00	\$2,136.00
2d	Remove / Dispose of Curb & Gutter	55	LF	\$20.00	\$1,100.00	\$10.00	\$550.00	\$10.00	\$550.00
2e	Remove / Dispose of Concrete Approach	108	SY	\$55.00	\$5,940.00	\$12.00	\$1,296.00	\$36.00	\$3,888.00
2f	Remove / Dispose of Drainage Structure	2	EA	\$1,100.00	\$2,200.00	\$300.00	\$600.00	\$1,500.00	\$3,000.00
3	Install Drainage Structure	4	EA	\$1,900.00	\$7,600.00	\$1,500.00	\$6,000.00	\$2,500.00	\$10,000.00
4	Concrete Curb Type "A"	110	LF	\$15.00	\$1,650.00	\$29.00	\$3,190.00	\$30.00	\$3,300.00
5	Concrete Curb and Gutter Type "B"	333	LF	\$25.00	\$8,325.00	\$31.00	\$10,323.00	\$30.00	\$9,990.00
6	Concrete Sidewalk	113	SY	\$55.00	\$6,215.00	\$63.00	\$7,119.00	\$63.00	\$7,119.00
7	Concrete Pedestrian Curb Ramp	42	SY	\$90.00	\$3,780.00	\$67.50	\$2,835.00	\$90.00	\$3,780.00
8a	Cast Iron Truncated Domes	32	SF	\$65.00	\$2,080.00	\$75.00	\$2,400.00	\$60.00	\$1,920.00
9	Tubular Marker	3	EA	\$125.00	\$375.00	\$150.00	\$450.00	\$300.00	\$900.00
10	Reinforced Driveway Approach	108	SY	\$85.00	\$9,180.00	\$79.50	\$8,586.00	\$72.00	\$7,776.00
11	Hot Mix Asphalt Patching	38	TON	\$150.00	\$5,700.00	\$300.00	\$11,400.00	\$300.00	\$11,400.00
12	Inlet Protection	4	EA	\$250.00	\$1,000.00	\$50.00	\$200.00	\$150.00	\$600.00
13	8-Inch PVC Storm Sewer Pipe	38	LF	\$50.00	\$1,900.00	\$60.00	\$2,280.00	\$60.00	\$2,280.00
14	Remove / Replace Utility Vault	2	EA	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00	\$1,250.00	\$2,500.00
15	Remove and Reset Signs	1	EA	\$400.00	\$400.00	\$400.00	\$400.00	\$500.00	\$500.00
16	Traffic Control	1	LS	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$4,500.00	\$4,500.00
17	Conduit	1	LS	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$1,600.00	\$1,600.00
				TOTAL	\$89,056.75	TOTAL	\$88,714.00	TOTAL	\$92,772.00

Additional Alternative

8b	Plastic Truncated Domes	0.00	SF	\$35.00	\$1,120.00	\$35.00	\$1,120.00	\$32.50	\$1,040.00
				TOTAL	\$88,096.75	TOTAL	\$87,434.00	TOTAL	\$91,892.00

City of Moscow
Engineering Division

REVISIONS			
DATE	DRAWN BY:	DESCRIPTION	CHK'D BY:

Job No.: 102-020	File Name: North Couplet Beautification.dwg
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**NORTH COUPLET BEAUTIFICATION -
PROJECT - 2020**

SCALE: 1" = 30'

DATE: 2/10/2020

MAIN & C ST REMOVALS

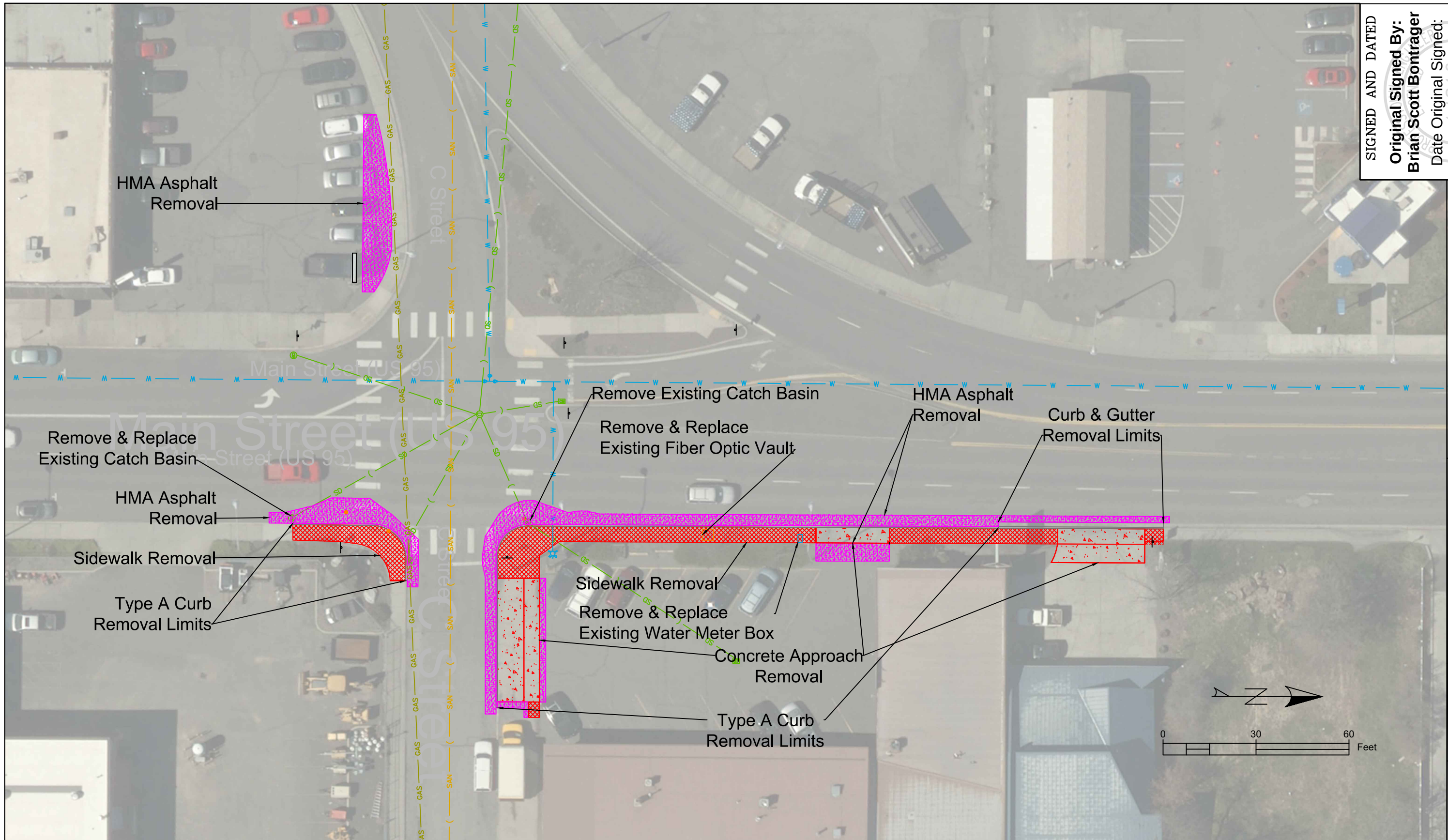
PROJECT No. 102-020

CITY OF MOSCOW

ENGINEERING DEPARTMENT

MOSCOW, IDAHO

SHEET 2 OF 7



Location	Remove / Dispose of Bituminous Surface	Remove / Dispose of Concrete Sidewalk	Remove / Dispose of Concrete Curb Type A	Remove / Dispose of Curb & Gutter	Remove / Dispose of Concrete Approach	Remove / Dispose of Drainage Structure	Install Drainage Structure	Concrete Curb Type "A"	Concrete Curb and Gutter Type "B"	Concrete Sidewalk	Concrete Pedestrian Curb Ramp	Cast Iron Truncated Domes	Plastic Truncated Domes	Tubular Marker	Reinforced Driveway Approach	Hot Mix Asphalt Patching	Inlet Protection	8-Inch PVC Storm Sewer Pipe	Remove / Replace Utility Vault	Remove and Reset Signs	Traffic Control
C Street SE D2_08090	37.2	31.4	50.4			1.0	1.0		57.9	14.7	24.2	16.0	16.0	2.0		16.6	2.0	0.0			1.0
C Street NE D2_08091	136.4	107.7	216.1	53.3	107.9	1.0	3.0		273.4	97.8	18.0	16.0	16.0	1.0	107.9	90.0	1.0	39.0	2.0	1.0	
Parking Lot Planter	48.2							110.0								14.1	1.0	0.0			
Total	221.7	139.0	266.5	53.3	107.9	2.0	4.0	110.0	331.4	112.5	42.2	32.0	32.0	3.0	107.9	120.7	4.0	39.0	2.0	1.0	1.0

**CONSTRUCTION AGREEMENT
FOR NORTH COUPLET BEAUTIFICATION PROJECT - 2020
BETWEEN CITY OF MOSCOW, IDAHO
AND GERMER CONSTRUCTION, INC.**

THIS CONSTRUCTION AGREEMENT FOR NORTH COUPLET BEAUTIFICATION PROJECT - 2020 BETWEEN CITY OF MOSCOW, IDAHO AND GERMER CONSTRUCTION, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2020, 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 Germer Construction, Inc., PO Box 10003, Moscow, Idaho 83843 (hereinafter "CONTRACTOR");

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY, extended through a "Solicitation for Bids", CONTRACTOR submitted a proposal containing an offer invited by said solicitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive bid; and

WHEREAS, CITY has accepted CONTRACTOR's bid;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

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

1. Advertisement for Bids;
2. Project Specifications titled: North Couplet Beautification Project – 2020
City of Moscow Project No. 102-020
3. Bid/Proposal of CONTRACTOR, dated April 3, 2020, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. One (1) Addendum issued prior to opening of bids;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the Project Specifications.

**ARTICLE 2.
WORK**

CONTRACTOR shall complete the entire work as specified, indicated, and required under the Contract Documents contained herein under Article 1., for CITY project (hereinafter "Project") titled:

"North Couplet Beautification Project - 2020"

**ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION**

The work to be performed pursuant to this Agreement shall start no later than May 1, 2020 and shall be substantially completed by June 7, 2020. The work shall be completed within Thirty (30) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

**ARTICLE 4.
CONTRACT SUM**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Eighty-Eight Thousand Seven Hundred Fourteen and 0/100 Dollars (\$88,714.00) for Base Bid, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Eighty-Eight Thousand Seven Hundred Fourteen and 0/100 Dollars (\$88,714.00) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

**ARTICLE 5.
INDEPENDENT CONTRACTOR**

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

**ARTICLE 6.
SCOPE OF SERVICES**

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

**ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION**

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property and losses, and expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

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

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10. LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the services hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will in any way serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives, against any claim

or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

ARTICLE 11. EMPLOYMENT DISCRIMINATION

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

ARTICLE 12. LEGAL FEES

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

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

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

ARTICLE 14. SPECIAL WARRANTY

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

**ARTICLE 15.
COMMUNICATIONS**

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

Contractor:

Germer Construction, Inc.
PO Box 10003
Moscow, Idaho 83843

City:

City Engineer
City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

**ARTICLE 16.
NON-APPROPRIATIONS**

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

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

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

**ARTICLE 18.
EXECUTION**

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

CONTRACTOR

Germer Construction, Inc.

CITY

City of Moscow, Idaho

By:

Bill Lambert, Mayor

ATTEST:

By: _____

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss:

On this ____ day of _____, 2020, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for Germer Construction, Inc.

(seal)

Notary Public residing at: _____
My commission expires: _____

CITY COUNCIL STAFF REPORT

DATE: Monday, April 20, 2020



RESPONSIBLE STAFF

Scott Bontrager, Assistant City Engineer

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Almon Street Reconstruction - 2020 Bid Results and Contract Award (ACTION ITEM) - Scott Bontrager

DESCRIPTION

The Almon Street Reconstruction project includes the reconstruction of Almon Street (Third St to 'A' St) and First Street (Almon St to Jackson St). The Base Bid consists of the full replacement of Almon Street pavement, select removal and replacement of curb and sidewalk, and the construction of a concrete bulb-out located on the west side of Almon Street near the intersection of First and Almon. The Add Alternate bid consists of the full replacement of First Street pavement and select removal and replacement of curb and sidewalk. Driveway approaches will be removed and replaced as needed along both streets and all pedestrian curb ramps will be brought into current ADA compliance. The City published an advertisement for bids on March 21, 2020 and the Engineer's estimate for construction is \$273,283.89 for Base Bid and \$89,156.11 for Add Alternate.

Bids were opened on Tuesday, April 7, 2020. Three responsive bids were received, with Base Bids ranging from \$233,769.10 to \$251,054.48 and Add Alternate bids ranging from \$76,201.00 to \$87,567.20. Of those, the lowest responsive bid was submitted by Motley-Motley with a Base Bid of \$233,769.10 and an Add Alternate bid of \$76,201.00. A complete Bid Tabulation is attached. The Moscow Urban Renewal Agency has previously committed \$150,000 in project funding in accordance with the Agency's Capital Improvement Plan.

STAFF RECOMMENDATION

Accept the low bid from Motley-Motley, award the contract for both the base bid and bid alternate in the amount of \$309,970.10, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept the low bid from Motley-Motley, award the contract for both the base bid and bid alternate in the amount of \$309,970.10, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or take such other action deemed appropriate.

FISCAL IMPACT

Funding for the project will be expended from Capital Projects line item 350-150-40-770-80 Pavement Management Program. Expenditure of \$309,970.10 plus an additional 10% allocated for possible change orders to fund contract with Motley-Motley, Inc. for construction of project. The Moscow Urban

Renewal Agency will be contributing \$150,000 for the project reducing the City pavement management program funding to \$159,970.

PERSONNEL IMPACT

City staff will administer the construction contract and inspection.

ATTACHMENTS

1. Almon Street Reconstruction - Detailed Bid Tabulation
2. Construction Agreement

Almon Street Reconstruction
Bids Opened 4/7/2020

BASE BID - Almon Street (Third to A Street)				Engineers Estimate		Bid From: Motley Motley		Bid From: Germer Construction		Bid From: ML Albright and Sons	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total	Price	Total
2	Earthwork										
SP2.1	Remove and Dispose of Bituminous Surface	2,892	SY	\$7.00	\$20,244.00	\$2.50	\$7,230.00	\$3.00	\$8,676.00	\$8.60	\$24,871.20
SP2.2	Remove and Dispose of Concrete Sidewalk	94	SY	\$26.00	\$2,444.00	\$10.00	\$940.00	\$6.00	\$564.00	\$11.92	\$1,120.48
SP2.3	Remove and Dispose of Concrete Curb	461	LF	\$6.00	\$2,766.00	\$3.00	\$1,383.00	\$2.50	\$1,152.50	\$7.30	\$3,365.30
SP2.4	Remove and Dispose of Concrete Driveway Approach	48	SY	\$40.00	\$1,920.00	\$12.00	\$576.00	\$12.50	\$600.00	\$13.35	\$640.80
SP2.5	Remove and Dispose of Manhole	1	EA	\$1,200.00	\$1,200.00	\$860.00	\$860.00	\$800.00	\$800.00	\$320.00	\$320.00
SP2.6	Remove and Dispose of Catch Basin	1	EA	\$400.00	\$400.00	\$700.00	\$700.00	\$300.00	\$300.00	\$265.00	\$265.00
SP2.7	Remove, Dispose, Relocate Misc. Vegetation	1	LS	\$1,200.00	\$1,200.00	\$5,200.00	\$5,200.00	\$800.00	\$800.00	\$1,280.00	\$1,280.00
SP2.8	Excavation (plan quantity)	748	CY	\$28.00	\$20,944.00	\$17.50	\$13,090.00	\$12.00	\$8,976.00	\$19.65	\$14,698.20
6	Storm										
SP6.1	Catch Basin	1	EA	\$1,950.00	\$1,950.00	\$1,600.00	\$1,600.00	\$1,100.00	\$1,100.00	\$2,920.00	\$2,920.00
SP6.2	Storm Sewer Manhole	1	EA	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00	\$4,140.00	\$4,140.00
SP6.3	8-Inch Storm Sewer Pipe (Class D Backfill)	22	LF	\$50.00	\$1,100.00	\$49.00	\$1,078.00	\$25.00	\$550.00	\$60.75	\$1,336.50
7	Concrete										
SP7.1	Concrete Sidewalk	127	SY	\$65.00	\$8,255.00	\$79.00	\$10,033.00	\$59.50	\$7,556.50	\$75.00	\$9,525.00
SP7.2	Pedestrian Curb Ramp	5	EA	\$2,200.00	\$11,000.00	\$1,200.00	\$6,000.00	\$2,581.00	\$12,905.00	\$4,075.00	\$20,375.00
SP7.3	Reinforced Driveway Approach	134	SY	\$110.00	\$14,740.00	\$92.50	\$12,395.00	\$73.50	\$9,849.00	\$82.00	\$10,988.00
SP7.4	Curb (Type A)	122	LF	\$30.00	\$3,660.00	\$35.00	\$4,270.00	\$32.00	\$3,904.00	\$29.50	\$3,599.00
SP7.5	Curb and Gutter (Type B)	334	LF	\$30.00	\$10,020.00	\$39.00	\$13,026.00	\$34.00	\$11,356.00	\$31.75	\$10,604.50
8	Roadway										
SP8.1	1/2" Superpave HMA Pavement	628	TON	\$100.00	\$62,800.00	\$87.00	\$54,636.00	\$96.00	\$60,288.00	\$92.25	\$57,933.00
SP8.2	3/4" Crushed Rock Base	567	TON	\$28.00	\$15,876.00	\$21.00	\$11,907.00	\$20.00	\$11,340.00	\$29.65	\$16,811.55
SP8.3	1-1/4" Crushed Rock Base	567	TON	\$28.00	\$15,876.00	\$21.00	\$11,907.00	\$20.00	\$11,340.00	\$22.75	\$12,899.25
SP8.4	Subgrade Separation Geotextile	2,757	SY	\$2.00	\$5,514.00	\$1.30	\$3,584.10	\$1.50	\$4,135.50	\$0.90	\$2,481.30
SP8.5	Soft Spot Repair	620	SY	\$20.00	\$12,406.50	\$21.00	\$13,020.00	\$114.00	\$70,680.00	\$19.42	\$12,040.40
10	BMPs										
SP10.1	Inlet Protection	6	EA	\$200.00	\$1,200.00	\$64.00	\$384.00	\$85.00	\$510.00	\$50.00	\$300.00
SP10.2	Stabilized Construction Entrance	1	EA	\$1,750.00	\$1,750.00	\$2,150.00	\$2,150.00	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00
11	Traffic										
SP11.1	Traffic Control	1	LS	\$16,000.00	\$16,000.00	\$20,500.00	\$20,500.00	\$6,325.00	\$6,325.00	\$1,500.00	\$1,500.00
SP11.2	Tubular Markers	2	EA	\$95.00	\$190.00	\$150.00	\$300.00	\$175.00	\$350.00	\$20.00	\$40.00
20	MISC										
SP20.1	Mobilization	1	LS	\$27,328.39	\$27,328.39	\$23,000.00	\$23,000.00	\$5,987.00	\$5,987.00	\$23,000.00	\$23,000.00
SP20.2	Project Quality Control	1	LS	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$3,750.00	\$3,750.00	\$11,500.00	\$11,500.00
BASE BID TOTAL					\$273,283.89	TOTAL	\$233,769.10	TOTAL	\$246,794.50	TOTAL	\$251,054.48

ADD ALTERNATIVE - First Street (Almon to Jackson)				Engineers Estimate		Bid From: Motley Motley		Bid From: Germer Construction		Bid From: ML Albright & Sons	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total	Price	Total
2	Earthwork										
SP2.1	Remove and Dispose of Bituminous Surface	968	SY	\$7.00	\$6,776.00	\$2.50	\$2,420.00	\$3.00	\$2,904.00	\$7.55	\$7,308.40
SP2.2	Remove and Dispose of Concrete Sidewalk	30	SY	\$26.00	\$780.00	\$25.00	\$750.00	\$6.00	\$180.00	\$17.33	\$519.90
SP2.3	Remove and Dispose of Concrete Curb	379	LF	\$6.00	\$2,274.00	\$3.00	\$1,137.00	\$2.50	\$947.50	\$7.50	\$2,842.50
SP2.8	Excavation (plan quantity)	251	CY	\$28.00	\$7,028.00	\$17.50	\$4,392.50	\$12.00	\$3,012.00	\$15.15	\$3,802.65
7	Concrete										
SP7.1	Concrete Sidewalk	36	SY	\$65.00	\$2,340.00	\$90.00	\$3,240.00	\$59.50	\$2,142.00	\$95.00	\$3,420.00
SP7.3	Reinforced Driveway Approach	25	SY	\$110.00	\$2,750.00	\$96.00	\$2,400.00	\$73.50	\$1,837.50	\$110.00	\$2,750.00
SP7.4	Curb (Type A)	381	LF	\$30.00	\$11,430.00	\$35.00	\$13,335.00	\$32.00	\$12,192.00	\$30.50	\$11,620.50
8	Roadway										
SP8.1	1/2" Superpave HMA Pavement	215	TON	\$100.00	\$21,500.00	\$87.00	\$18,705.00	\$106.00	\$22,790.00	\$96.65	\$20,779.75
SP8.2	3/4" Crushed Rock Base	195	TON	\$28.00	\$5,460.00	\$21.00	\$4,095.00	\$20.00	\$3,900.00	\$38.25	\$7,458.75
SP8.3	1-1/4" Crushed Rock Base	195	TON	\$28.00	\$5,460.00	\$21.00	\$4,095.00	\$20.00	\$3,900.00	\$28.50	\$5,557.50
SP8.4	Subgrade Separation Geotextile	945	SY	\$2.00	\$1,890.00	\$1.30	\$1,228.50	\$1.50	\$1,417.50	\$1.00	\$945.00
SP8.5	Soft Spot Repair	213	SY	\$20.00	\$4,252.50	\$21.00	\$4,473.00	\$114.00	\$24,282.00	\$18.25	\$3,887.25
11	Traffic										
SP11.1	Traffic Control	1	LS	\$4,300.00	\$4,300.00	\$5,500.00	\$5,500.00	\$2,950.00	\$2,950.00	\$750.00	\$750.00
20	MISC										
SP20.1	Mobilization	1	LS	\$8,915.61	\$8,915.61	\$6,800.00	\$6,800.00	\$1,900.00	\$1,900.00	\$12,000.00	\$12,000.00
SP20.2	Project Quality Control	1	LS	\$4,000.00	\$4,000.00	\$3,630.00	\$3,630.00	\$3,200.00	\$3,200.00	\$3,925.00	\$3,925.00
				ADD ALTERNATIVE 1	\$89,156.11	TOTAL	\$76,201.00	TOTAL	\$87,554.50	TOTAL	\$87,567.20

**CONSTRUCTION AGREEMENT
FOR ALMON STREET RECONSTRUCTION - 2020
BETWEEN CITY OF MOSCOW, IDAHO
AND MOTLEY-MOTLEY, INC.**

THIS CONSTRUCTION AGREEMENT FOR ALMON STREET RECONSTRUCTION BETWEEN CITY OF MOSCOW, IDAHO AND MOTLEY-MOTLEY, INC. (hereinafter "Agreement"), dated this _____ day of _____, 2020, 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 Motley-Motley, Inc. 6901 SR 270, Pullman, WA 99163 (hereinafter "CONTRACTOR");

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of CITY, extended through a "Solicitation for Bids", CONTRACTOR submitted a proposal containing an offer invited by said solicitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive bid; and

WHEREAS, CITY has accepted CONTRACTOR's bid;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

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

1. Advertisement for Bids;
2. Project Specifications titled: Almon Street Reconstruction - 2020
City of Moscow Project No. 111-018
3. Bid/Proposal of CONTRACTOR, dated April 7, 2020, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. Addenda issued prior to opening of bids: total of one (1);
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the Project Specifications.

ARTICLE 2. WORK

CONTRACTOR shall complete the entire work as specified, indicated, and required under the Contract Documents contained herein under Article 1., for CITY project (hereinafter "Project") titled:

"Almon Street Reconstruction"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The Project to be performed pursuant to this Agreement shall not start prior to May 18, 2020 and shall be substantially completed by August 21, 2020. The Project shall be completed within ninety-five (95) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Project in accordance with the Contract Documents in current funds in the amount of Three Hundred Nine Thousand Nine Hundred Seventy and 10/100 Dollars (\$309,970.10) for Base Bid and Add Alternate, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Three Hundred Nine Thousand Nine Hundred Seventy and 10/100 Dollars (\$309,970.10) unless otherwise authorized by CITY. Any work additional to the current Agreement shall be compensated in accordance with pricing terms specified in bid documents, and shall be agreed to by the Parties in writing. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all Work required by the Contract Documents. All Work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property and losses, and expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the Project; or through use of unacceptable materials in constructing the Project; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8.
CONFLICT OF INTEREST

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

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the Work under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the Work hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will in any way serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold

harmless CITY and its employees, agents, engineers and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

ARTICLE 11. EMPLOYMENT DISCRIMINATION

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

ARTICLE 12. LEGAL FEES

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

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

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

ARTICLE 14. SPECIAL WARRANTY

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

**ARTICLE 15.
COMMUNICATIONS**

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

Contractor:

Motley-Motley, Inc.
6901 SR 270
Pullman, WA 99163

City:

City Engineer
City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

**ARTICLE 16.
NON-APPROPRIATIONS**

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

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

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

**ARTICLE 18.
EXECUTION**

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

CONTRACTOR

Motley-Motley, Inc.

CITY

City of Moscow, Idaho

By:

Bill Lambert, Mayor

ATTEST:

By: _____

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss:

On this ____ day of _____, 2020, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for Motley-Motley, Inc.

(seal)

Notary Public residing at: _____
My commission expires: _____

Memo

To: Mayor and City Council
From: Mike Ray, AICP - Planning Manager
Date: April 5, 2020
Re: Indian Hills East Final Plat and PUD Review

The Planning & Zoning Commission conducted a public hearing on May 22, 2019 to consider the request of the Blum Enterprises for a preliminary subdivision plat and planned unit development (PUD) (Indian Hills East Addition) for a 41,151 square foot parcel of land generally located at 1330 Indian Hills Drive into 10 single family lots ranging from 2,660 sf to 3,910 sf in size. After considering public testimony and the relevant criteria and standards, the Planning and Zoning Commission recommended approval of the preliminary subdivision plat with two conditions and recommended approval of the PUD with no conditions.

City Council then conducted a public hearing on June 17, 2019 and approved the Indian Hills East Addition preliminary plat with two conditions and the PUD with no conditions. The two conditions on the preliminary plat were:

1. The construction of the proposed private street shall meet current City standards including dedicated easements for public and franchise utilities.
2. The proposed detention pond shall meet the current Moscow Stormwater Runoff Control Standards.

On February 24, 2020 the applicant submitted the final subdivision plat and final PUD to be reviewed by the Planning and Zoning Commission and City Council. Staff has reviewed the final plat and final PUD for conformance with City and State Code requirements and found both to be in conformance. The Planning and Zoning Commission reviewed the final plat and PUD on March 11, 2020 and recommended approval to City Council.



CITY OF MOSCOW
COMMUNITY DEVELOPMENT
Ph.: 208-883-7035
Fax: 208-883-7033
apeterson@ci.moscow.id.us

For City Use Only			
Date Received		2-24-20	
Dept	Fee Type	Fees	Paid
CD	Final Review	\$205	✓
ENGR	Review	\$275 plus \$27/lot	✓
Receipt Number		LUP2020-0004	

APPLICATION FOR FINAL SUBDIVISION PLAT

APPLICANT:

Name: Blum Enterprises - 2, LLC Telephone: 509/336-0176
Complete Address: 3831 Hwy 8, Troy, ID 83871
E-Mail: Noel Blum 40 @ GMail. Com Fax: _____

OWNER: (if other than applicant)

Name: _____ Telephone: _____
Complete Address: _____
E-Mail: _____ Fax: _____

ENGINEER/SURVEYOR:

Name: HEDCO, Inc., Jack S. Hammond, PE/PLS Telephone: 208/843-9303
Complete Address: 23020 Penny Lane, Juliaetta, ID 83535
E-Mail: LHammond@Turbonet.Com Fax: 208/843-2770

Primary point of contact (select one): Applicant X Owner X Engineer/Surveyor _____

PROPERTY:

- Proposed Subdivision Name: Indian Hills East PUD
- Address(as) or Parcel Number(s): 1336 thru 1390 Indian Hills Drive, Moscow, ID
- Gross area of all land involved: 1.00 acres, and/or _____ sq.
- Total Net Area of land area exclusive of proposed or existing public street and other public lands: N/A acres, and/or _____ square feet.
- Total number of lots: 10 Average lot size: 3140 Sq. Ft.

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY

Oversizing of utilities will not be eligible for reimbursement from the City unless a written request is submitted to the City Engineer prior to approval of the project construction drawings and a written approval of such request is issued by the City Engineer.

FINAL PLAT CHECKLIST:

All Final plats, including the legal description of the exterior boundary, shall be prepared in accordance with the Idaho Code. Final plats shall be drawn to a scale no larger than 1"=100' unless pre-approved by the city engineer. The final plat drawing shall not be substantially different than the approved preliminary plat for the subdivision and shall contain the following information:

- ☒ 1. Name of subdivision and its location by section, township, range, and county, with drawing scale, date of submission, and north arrow.
- ☒ 2. Name, address, phone number, registration number and seal of the professional land surveyor preparing the plat, and name of subdivider and owners of property being platted.
- ☒ 3. Boundary lines of property being platted including bearings, distances and curve data based on an accurate survey in the field closing within the tolerances prescribed by Idaho Code; lines of departure and owners of unplatted adjoining property; and lots, blocks and names of adjoining subdivisions. Adjoining subdivision lots shall be shown with dashed lines.
- ☒ 4. Names and widths of all proposed streets; bearings, distances, and curve data of all street centerlines; location, width, purpose, and dimensions of easements; location and description of all property being dedicated for public use. All curves shall be described by central angle, radius, arc length, and chord bearing and distance.
- ☒ 5. Location, name, and widths of adjacent street rights-of-way, the location and width of adjacent public easements, and the location and purpose of any adjacent property previously dedicated for public use.
- ☒ 6. Lots and blocks with lots numbered consecutively within each block; bearings, distances, and curve data for each lot; the square footage of lots less than one acre in size or acreage of lots one acre or greater. Blocks shall be labeled consecutively. All curves shall be described by central angle, radius, arc length, and chord bearing and distance.
- ☒ 7. Location and description of all monuments, including found monuments. If interior monuments are not set at the time the plat is recorded (as allowed by Idaho Code), include a statement indicating the date which they shall be set. Said date shall be approved by the City Engineer.
- ☒ 8. Basis of bearing used to determine bearings shown on plat.
- ☒ 9. Point of beginning of the subdivision with ties to the point of beginning from a minimum of two established corners of the Public Land Survey System (PLSS) in one or more of the sections containing the subdivision. List the recording numbers of the corner perpetuation and filing forms of the PLSS monuments. List horizontal coordinates for each PLSS monument and the point of beginning based on the Idaho Coordinate System West Zone. All coordinates values shall be grid coordinates based on the North American Datum of 1983 (NAD83) and specified as such.
- ☐ 10. Street centerline monuments at each intersection, point of curvature, and point of tangency. Street monuments shall be constructed in accordance with City of Moscow standard specifications for street monuments. All other monuments shall be as prescribed by Idaho Code.
- ☒ 11. Signed certificate by the owners of the land containing a correct legal description of the land, with the statement containing their intentions to include the same in the plat, and make a dedication of all public rights-of-way, easements, and parkland. The owners' signatures upon the certificate shall be notarized upon the plat by an officer duly authorized to take acknowledgements. If the property being mortgaged, the signature of the mortgagee's representative is also required.

- ✓ 12. Signed certificate by the land surveyor, stating that the plat is correct and accurate, the land survey of the platted property was performed by him/her or under his/her direct supervision, the monuments indicated on the plat have been located as described, and the surveying and platting was done in accordance with Idaho Code. The statement shall be accompanied by the seal of the registered professional land surveyor, signed and dated. The surveyor shall in every case have a valid certificate of registration with the Idaho Board of Registration of Professional Engineers and Professional Land Surveyors.
- ✓ 13. Signed certificate by the City of Moscow Planning and Zoning Commission with date of approval.
- ✓ 14. Certificate stating that the City Council has approved the plat and accepts all public dedications as shown thereon. The certificate shall be signed by the Mayor and attested to by the City Clerk.
- ✓ 15. Certificate by the City Engineer that the plat conforms to the requirements of Title 50, Chapter 13, Idaho Code, and with the requirements of this chapter.
- * 16. Signed certification by the subdivider stating the City of Moscow has agreed in writing to supply water to all the lots in the subdivision from the municipal water system.
- ✓ 17. Certificate signed and sealed by the Latah County Surveyor stating the plat and computations have been checked and the plat meets the requirements of Title 50, Chapter 13, Idaho Code.
- * 18. Certificate of satisfaction of the sanitary restrictions, to be endorsed by the Latah County Recorder at the time of filing if the sanitary restrictions have been satisfied according to Idaho Code, Section 50-1326.
- ✓ 19. Certificate that taxes have been paid to date on the property to be signed by the Latah County Treasurer at the time of filing.
- ✓ 20. Certificate of recording, to be signed by the Latah County Recorder at the time of filing.

SUBMITTAL:

A Subdivision application is made by submitting the following information to the Community Development Department:

- Completed application.
- Payment of application fees.
- One full-sized Preliminary Plat Map and one electronic copy.

I understand this information is a public record and may be posted to a public website.

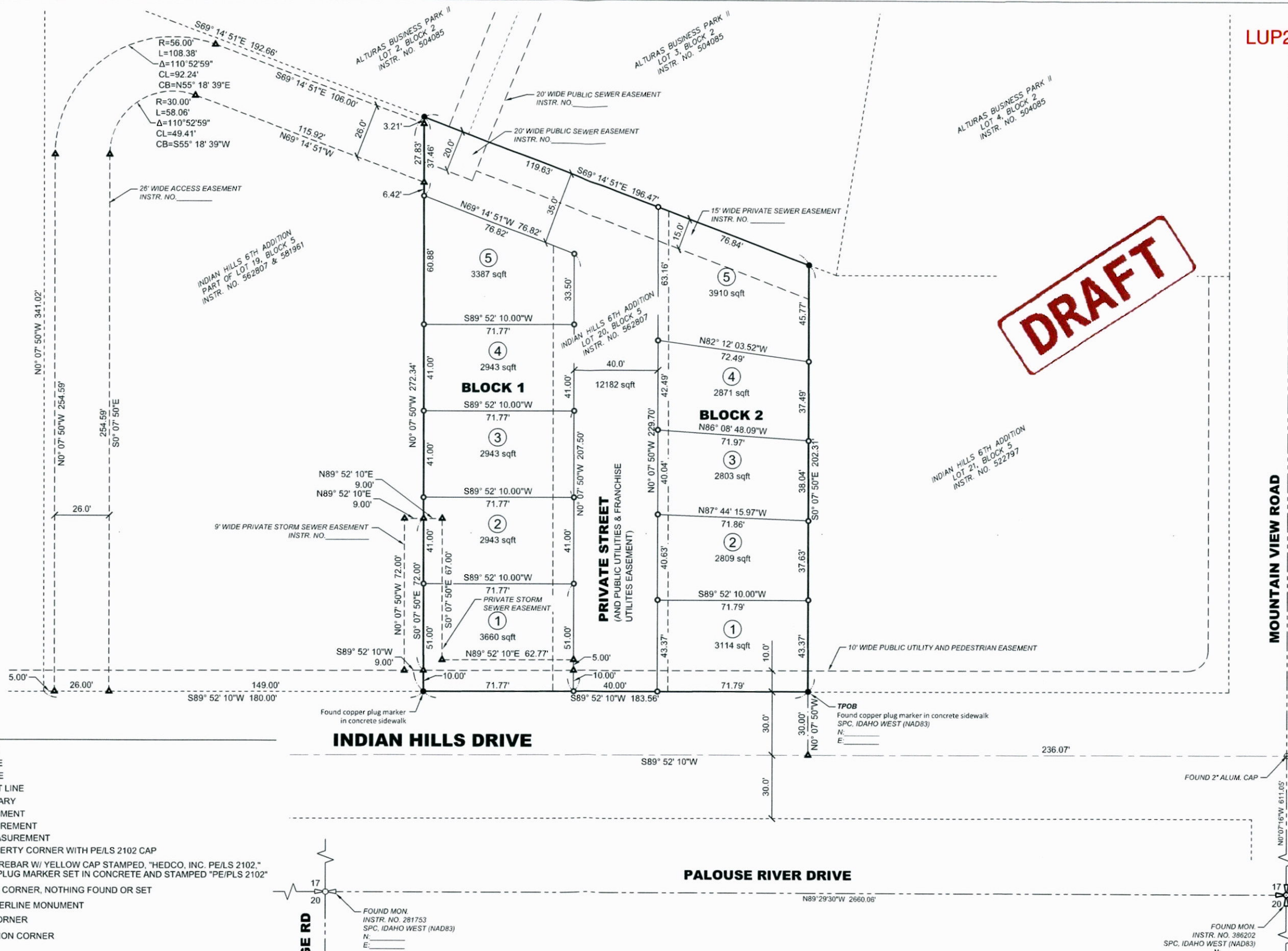
Applicant's Signature

Date

Property Owner's Signature (if different)

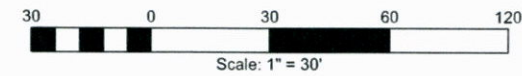
Date

DRAFT



LEGEND

- CENTERLINE
- SECTION LINE
- NEW LOT LINE
- EXISTING LOT LINE
- PLAT BOUNDARY
- UTILITY EASEMENT
- XXXXXX FIELD MEASUREMENT
- (XXXXXX) RECORD MEASUREMENT
- FOUND PROPERTY CORNER WITH PE/LS 2102 CAP
- SET 5/8" DIA. REBAR W/ YELLOW CAP STAMPED, "HEDCO, INC. PE/LS 2102," OR COPPER PLUG MARKER SET IN CONCRETE AND STAMPED "PE/LS 2102"
- ▲ CALCULATED CORNER, NOTHING FOUND OR SET
- ⊕ FOUND CENTERLINE MONUMENT
- ⊕ FOUND 1/4 CORNER
- ⊕ FOUND SECTION CORNER



PARADISE RIDGE RD

FOUND MON.
INSTR. NO. 281753
SPC, IDAHO WEST (NAD83)
N: _____
E: _____

PALOUSE RIVER DRIVE

N89°29'30"W 2660.08'

FOUND MON.
INSTR. NO. 386202
SPC, IDAHO WEST (NAD83)
N: _____
E: _____



HAMMOND ENGINEERING & DEVELOPMENT CO.
23020 Perry Lane
Juliaetta, Idaho 83535
(208) 843-9303

INDIAN HILLS EAST PUD
PART OF SE 1/4, S. 17, T. 39 N., R. 5 W., B.M.
CITY OF MOSCOW
LATAH COUNTY, IDAHO

SCALE 1"=100'	
DRAWN BY MEE	CHECKED BY JSH
DATE 02-24-2020	JOB # 1905
SHEET 2	
DRAWING # 1905-FP1	

Received 2-25-20

DEDICATION

Blum Enterprises-2, LLC is the owner of the land and premises in the accompanying plat, have caused said land to be platted as an Addition to the City of Moscow, Idaho, to be known as Indian Hills East PUD. Said undersigned Member does herewith declare their intentions to include the land located within the boundaries of said plat and they hereby dedicate to the public use all of the easements & rights-of-ways as shown upon said plat. Curtis S. Blum certifies that all the lots shown hereon will be eligible to receive water service from the City of Moscow's municipal water system, 50-1334(2), Idaho Code.

IN WITNESS WHEREOF We do hereby set our hands.
This _____ day of _____, 2020

Blum Enterprises-2, LLC

By: _____
Curtis S. Blum - Member/Manager

STATE OF IDAHO }
S.S.
COUNTY OF LATAH }

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public, in and for said State, personally appeared Curtis S. Blum, known to me, and/or identified to me on the basis of satisfactory evidence, to be the Agent of Blum Enterprises-2, LLC whose name is subscribed to this instrument and acknowledged to me that they executed the same on behalf of said company.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public In and For the State of Idaho Residing at: _____
My Commission Expires: _____

BOUNDARY DESCRIPTION

All of Lot 20, Block 5 of Indian Hills 6th Addition located in the southeast quarter of Section 17, T. 39 N., R. 5 W., B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follows:

Commencing at the Southeast corner of Section 17 running thence along the centerline of Mountain View Road N0°07'16"W 611.05 feet to a 2" aluminum centerline monument at the intersection with Indian Hills Drive; thence along the centerline of said Indian Hills Drive N89°52'10"W 236.07 feet to a point; thence N0°07'50"W 30.00 feet to a copper plug marker in a concrete sidewalk stamped PE/LS 2102 on the northerly right-of-way line of said Indian Hills Drive also being the Southeast corner of Lot 20, Block 5 of Indian Hills 6th and THE TRUE POINT OF BEGINNING;

thence continuing along said right-of-way line S89°52'10"W 183.56 feet to a copper plug marker in a concrete sidewalk stamped PE/LS 2102 also being the Southwest corner of Lot 20, Block 5 of Indian Hills 6th Addition;

thence continuing along the westerly boundary line of said Lot 20 N0°07'50"W 272.34 feet to a rebar with plastic cap stamped PE/LS 2102 also being the Northwest corner of Lot 20, Block 5 of Indian Hills 6th Addition;

thence continuing along the northerly boundary line of said Lot 20 S69°14'51"E 196.47 feet to a rebar with plastic cap stamped PE/LS 2102 also being the Southwest corner of Lot 20, Block 5 of Indian Hills 6th Addition;

thence continuing along the easterly boundary of said Lot 20 S0°7'50"E 202.31 feet to the Southeast corner of said Lot 20 and THE TRUE POINT OF BEGINNING.

Said parcel contains 1.00 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Jack S. Hammond, Professional Engineer and Professional Land Surveyor in the State of Idaho, hereby certify that I have surveyed the Plat of Indian Hills East PUD to the City of Moscow, Idaho as herein drawn and described and that the streets, lots, distances and monuments have been measured and located as herein shown. Interior Lot Corner Pins will be set at a later date.
Witness my hand and seal _____ day of _____, 2020

Jack S. Hammond Idaho License No.2102



SURVEY NARRATIVE AND NOTES

- The purpose of this survey is to subdivide Lot 20, Block 5 of the Partial Replat of Blocks 3 & 5 Indian Hills 6th Addition (Instrument No. 562807, public records of Latah County, ID) into multiple residential parcels and accompanying access and utility easements for the benefit of said created residential parcels. Controlling monuments used for this survey include found monuments as described in Instruments No. 522797 & 562807.
- The Basis of Bearing for this survey is the south line of the Southeast Quarter of Section 17 as per Indian Hills 6th Addition Final Plat, Instr. No. 522797.
- The interior monuments shall be set before January 1, 2021.
- There are no encroachments.
- All lots, uses, public infrastructure and development of this subdivision shall comply with the uses, standards and requirements of the Indian Hills East Planned Unit Development Agreement, as set forth and depicted in Ordinance -----/Instrument No.-----.
- The Stormwater System and shared street are to be owned and maintained by the Indian Hills East PUD Homeowners Association.

LATAH COUNTY TREASURERS CERTIFICATION

Examined and approved this _____ day of _____, 2020. I hereby certify that taxes and assessments on property shown herein have been paid for _____ and preceding years this _____ day of _____, 2020.

Latah County Treasurer

LATAH COUNTY SURVEYOR

Examined and approved by Latah County Surveyor this _____ day of _____, 2020.

Latah County Surveyor

CITY OF MOSCOW PLANNING AND ZONING COMMISSION

Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this _____ day of _____, 2020

Chairman Planning & Zoning Commission

CITY OF MOSCOW MAYOR

Examined and approved by action of the Moscow City Council at a regular meeting with a quorum present this _____ day of _____, 2020. Dedication of all public streets and easements as described on this plat is hereby accepted in accordance with Section 50-1313, Idaho Code. Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code.

Mayor-City of Moscow, Idaho City Clerk-City of Moscow, Idaho

CITY OF MOSCOW ENGINEER

Examined and approved by City Engineer this _____ day of _____, 2020

City Engineer-City of Moscow, Idaho

PUBLIC HEALTH - IDAHO NORTH CENTRAL DISTRICT

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on the Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

Environmental Health Specialist Date

FILINGS

Filed for record this _____ day of _____, 2020 at _____ o'clock _____ m. at the request of _____ and recorded in Book _____ of Plats, page _____ records of Latah County, State of Idaho.

Latah County Recorder

HAMMOND ENGINEERING & DEVELOPMENT CO.
23020 Penny Lane
Juliaetta, Idaho 83535
(208) 843-9303

INDIAN HILLS EAST PUD
PART OF SE 1/4, S. 17, T. 39 N., R. 5 W., B.M.
CITY OF MOSCOW
LATAH COUNTY, IDAHO

DRAWN BY MEE	CHECKED BY JSH
DATE 02-24-2020	JOB # 1905
SHEET 2 OF 2	
DRAWING # 1905-FP2	

Received 2-25-20



**CITY OF MOSCOW
COMMUNITY DEVELOPMENT**
Ph: 208-883-7035
Fax: 208-883-7033
apeterson@ci.moscow.id.us

For City Use Only			
Date Received		2-24-20	
Dept	Fee Type	Fees	Paid
CD	Final PUD	\$275	✓
ENG	Final PUD	\$275 plus \$27/lot	✓
Receipt Number		LUP2020-0005	

APPLICATION FOR FINAL PLANNED UNIT DEVELOPMENT

APPLICANT:

Name: Blum Enterprises Telephone: 509-336-0173
Complete Address: 3831 Highway 8, Troy
E-Mail: sblum@moscow.com Fax: _____

OWNER: (if other than applicant)

Name: _____ Telephone: _____
Complete Address: _____
E-Mail: _____ Fax: _____

PROPERTY:

1. Proposed PUD Name: Indian Hills East PUD
2. Address or Parcel Number: 1330 Indian Hills Dr, Moscow

AUTHORIZATION:

1. Describe any changes in design or construction since approval of the Preliminary PUD:

none

CONDITIONS OF APPROVAL:

The Commission or Council (in the case of a Type 2 PUD application) may impose conditions including, but not limited to, those (1) minimizing adverse impact on other development; (2) controlling the sequence and timing of development; (3) controlling the duration of development; (4) assuring that development is maintained properly; (5) designating the exact location and nature of development; (6) requiring the provision for onsite or offsite public facilities or services; (7) requiring more restrictive standards than those generally required in an ordinance; and/or (8) requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.

Compliance:

- 1) The Final PUD process is intended to give the Zoning Administrator, Planning and Zoning Commission, or the Council (in the case of Type 2 PUD application), an opportunity to determine whether the proposed development conforms to the intent of the preliminary approval. The applicant is required to detail any proposed development agreements, condominium agreements, deed restrictions, or other commitments needed to assure adherence to the proposed development plan, and to provide final plans indicating how conditions or modifications imposed at preliminary approval will be met.
- 2) If the final proposal is substantially unchanged from the application provided for preliminary approval, and if it adequately incorporates all required conditions or modifications, it may be acted on by majority vote of the Planning and Zoning Commission as a regular agenda item at a regularly scheduled meeting (or City Council, in the case of a Type 2 PUD application). The deciding body may grant final approval, may grant final approval with minor modifications or conditions, or may deny the application.
- 3) If the proposal differs significantly from the proposal discussed at earlier public hearings beyond those changes required as conditions of the preliminary approval, or if conditions or modifications are contemplated which differ significantly from those presented at earlier hearings, then a new public hearing must be conducted by the Planning and Zoning Commission (or City Council in the case of a Type 2 PUD application) prior to final project approval.

Revocations:

- 1) If building permits pertaining to an approved PUD, consistent with any proposed phasing, are not obtained within eighteen (18) months of the final PUD approval, such final PUD approval shall be immediately revoked and shall be automatically null and void.
- 2) The applicant may request a one (1) time extension of a final PUD approval not to exceed one (1) year. Such request shall be in writing and shall be approved by the applicable decision-making body prior to expiration of the original PUD approval or such approval shall not be granted.

SUBMITTAL:

A Final PUD application is made by submitting the following information to the Community Planning and Design Department:

- Completed application.
- Payment of application fees.
- Site Plan, drawn to scale (1 electronic copy; 2 - 11" x 17" hard copies)
- Floor Plans, drawn to scale (1 electronic copy; 2 - 11" x 17" hard copies)
- Elevation Drawings and/or Renderings, drawn to scale (1 electronic copy; 2 - 11" x 17" hard copies)
- Evidence of clear title to any lands to be conveyed or reserved for parks, scenic ways, playgrounds, schools, public buildings, or other public purposes.
- Final plans showing location of water, sewer, drainage and all other utilities, and plans for street improvements and grading.
- A final phasing plan.

I understand this information is a public record and may be posted to a public website.

Applicant's Signature

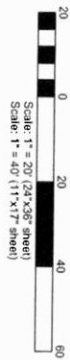
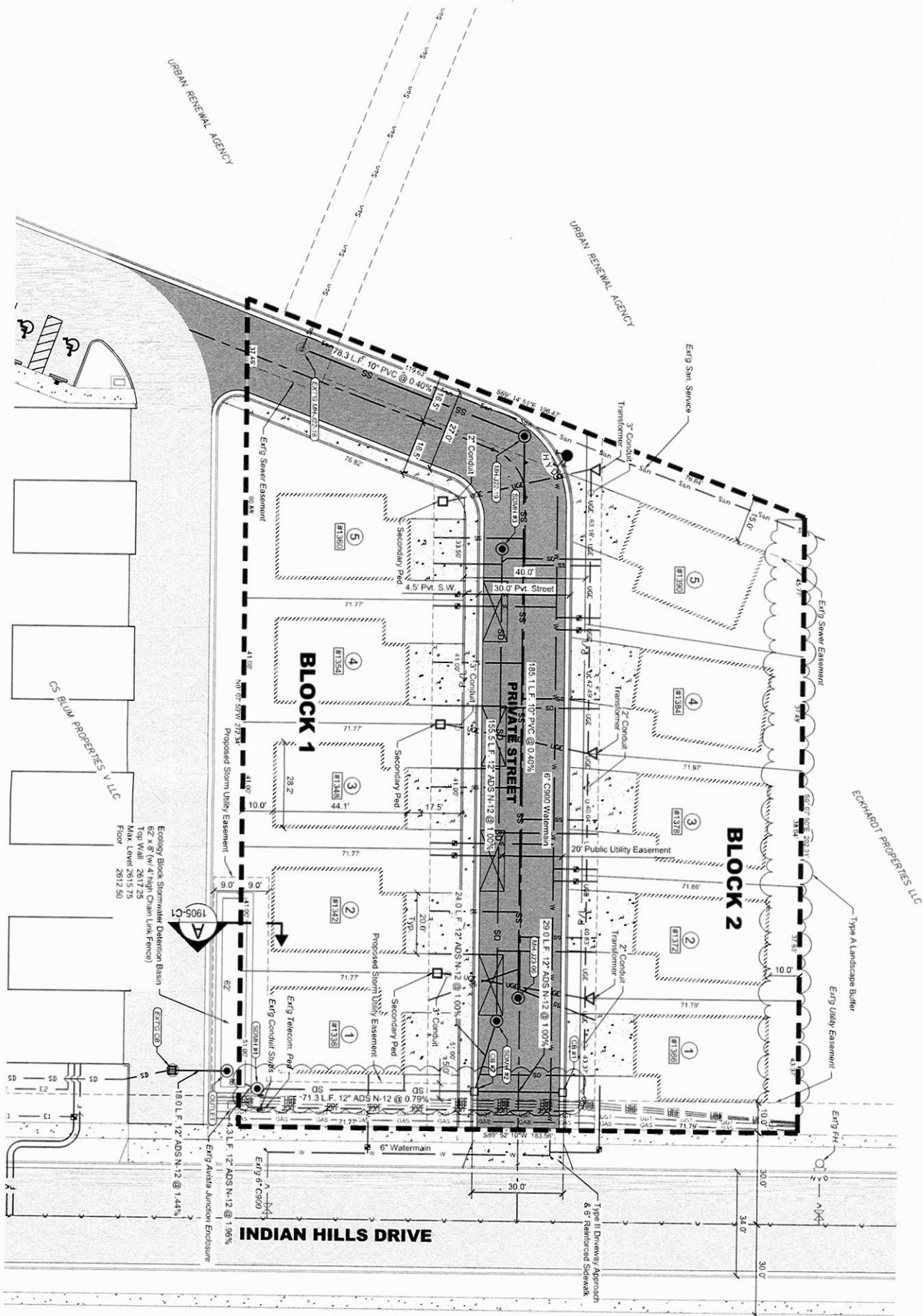
Date

2.24.20

Property Owner's Signature

Date

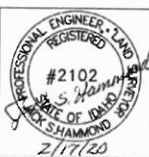
NOTES
1. Avista Franchise Utilities layout shown. Telecommunications and Cable TV to follow Avista layout.



HAMMOND ENGINEERING & DEVELOPMENT CO.
23020 Penny Lane
Julesburg, Idaho 83335
(208) 843-9303

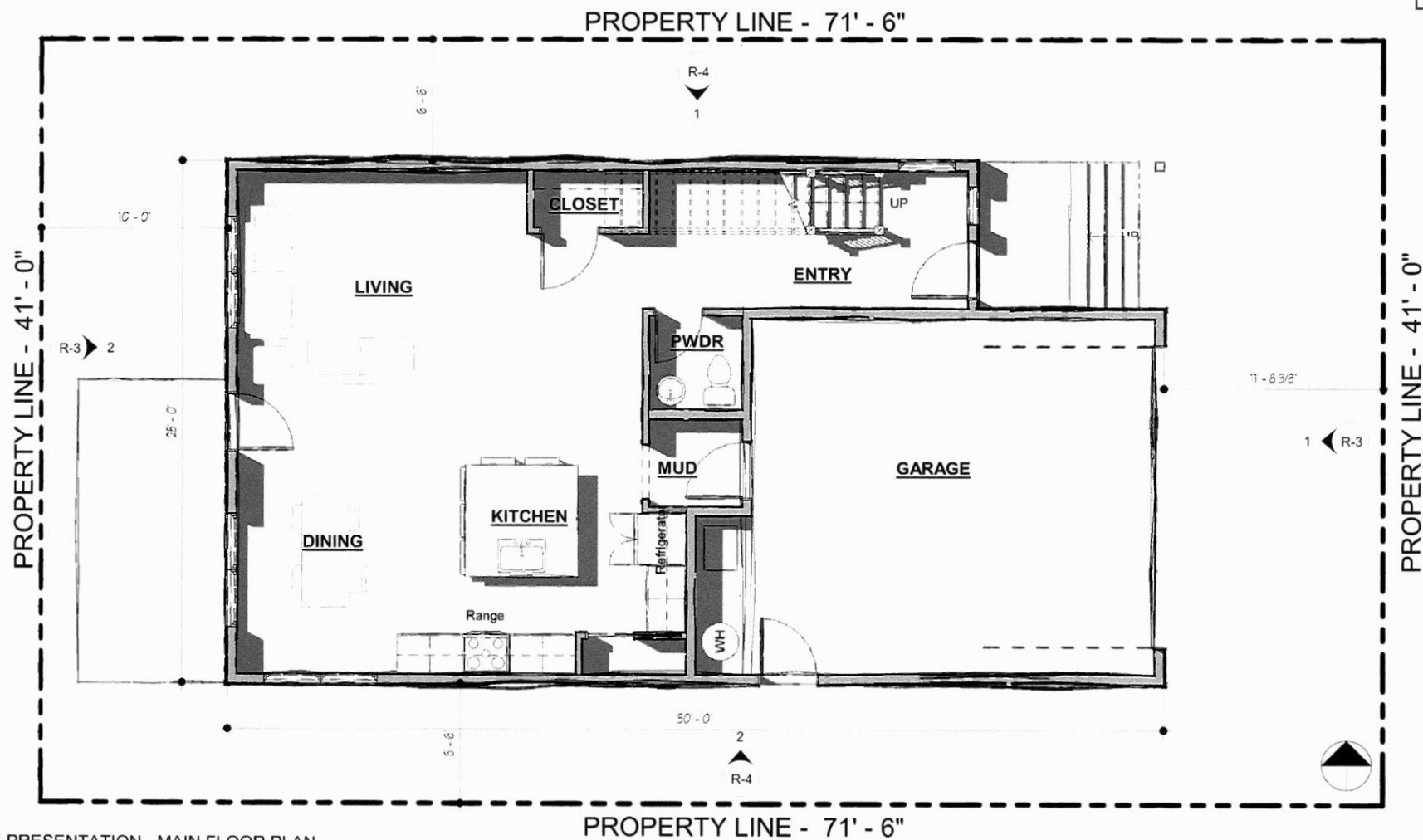
**INDIAN HILLS EAST PUD
SITE DEVELOPMENT PROJECT
SITE DEVELOPMENT PLAN
BLUM CONSTRUCTION, LLC
MOSCOW, IDAHO**

SCALE: SHEET SIZE: D
DRAWN BY: MEE CHECKED BY: JSH
DATE: 02-17-20 JOB #: 1905
SHEET: C4
DRAWING #: 1905-C4



REVISION		CHECKED	APPRO
DATE	DESCRIPTION		

SHEET
C4



1

PRESENTATION - MAIN FLOOR PLAN
3/16" = 1'-0"



504 MAIN STREET, SUITE 480
LEWISTON, ID 83501
(208) 743-5902

Indian Hills PUD
Blum Construction

No.	Description	Date

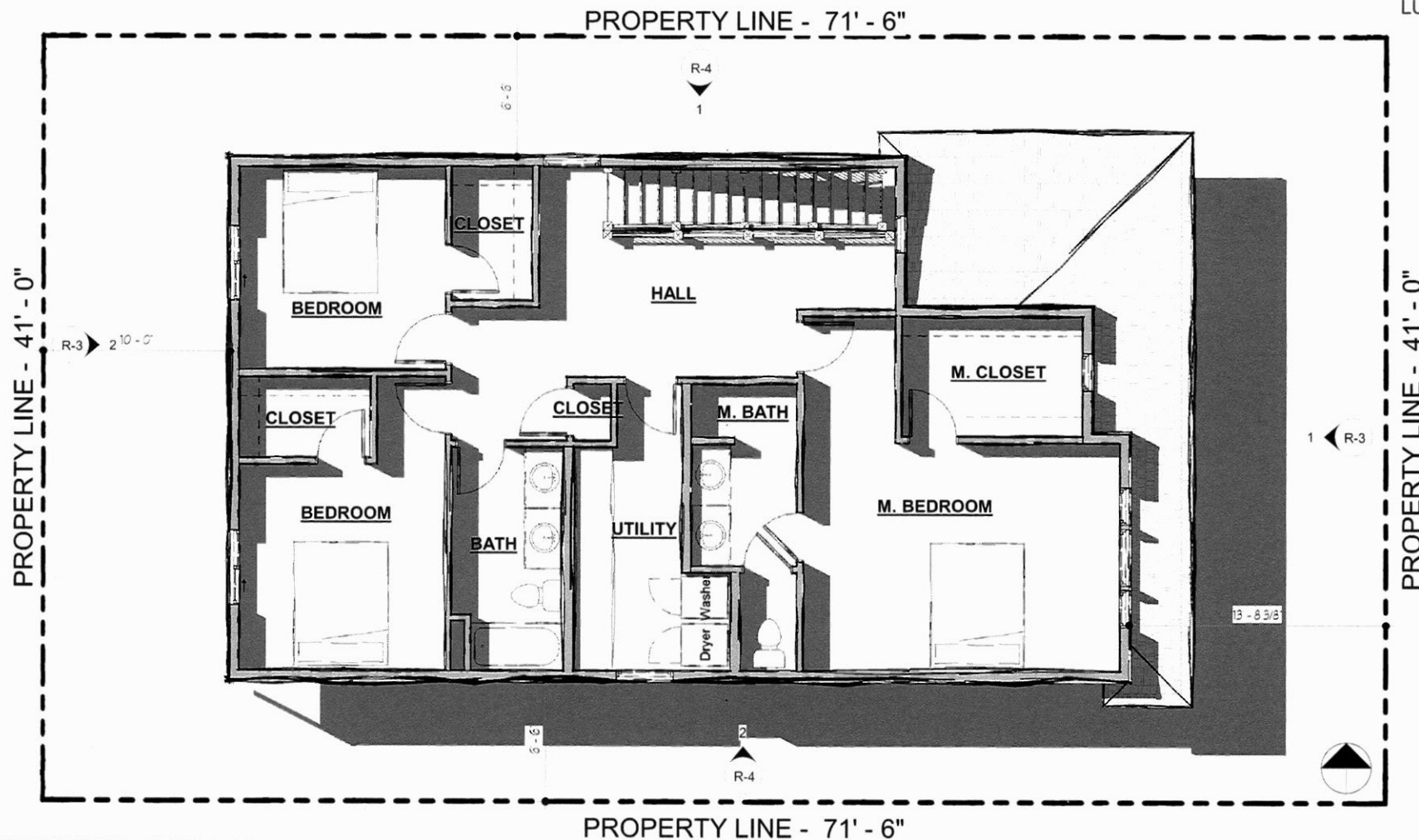
MAIN FLOOR PLAN

Project number 19-014
Date 02-25-19
Drawn by Author
Checked by Tim Lynch

R-1

Scale 3/16" = 1'-0"

Received 4-29-19



1 PRESENTATION - UPPER FLOOR PLAN
3/16" = 1'-0"



504 MAIN STREET, SUITE 480
LEWISTON, ID 83501
(208) 743-5902

Indian Hills PUD
Blum Construction

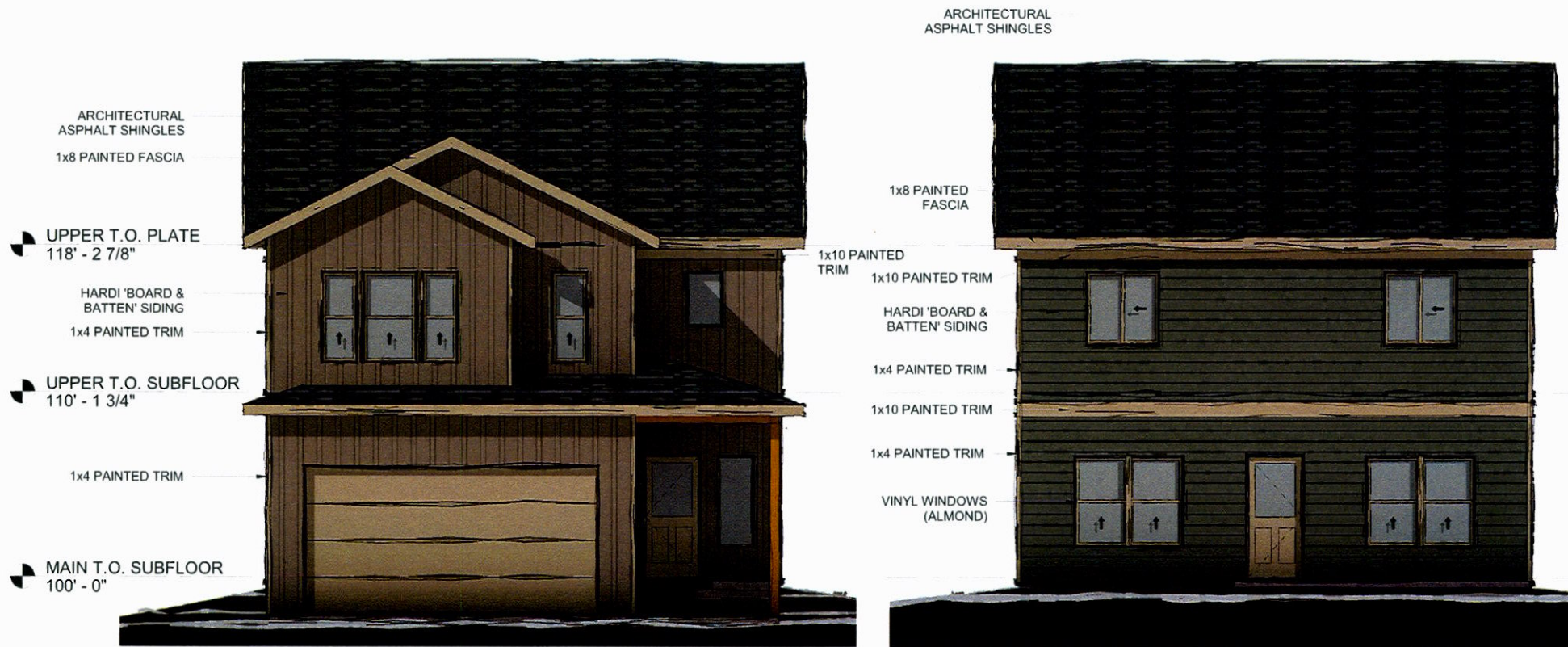
No.	Description	Date

UPPER FLOOR PLAN

Project number 19-014
Date 02-25-19
Drawn by Mike Cannon
Checked by Tim Lynch

R-2
Scale 3/16" = 1'-0"

Received 4-29-19



1

PRESENTATION - FRONT ELEVATION

3/16" = 1'-0"

2

PRESENTATION - REAR ELEVATION

3/16" = 1'-0"



504 MAIN STREET, SUITE 480
LEWISTON, ID 83501
(208) 743-5902

Indian Hills PUD
Blum Construction

No.	Description	Date

ELEVATIONS

Project number 19-014
Date 02-25-19
Drawn by Mike Cannon
Checked by Tim Lynch

R-3

Scale 3/16" = 1'-0"

Received 4-29-19

LUP2019-0016

ARCHITECTURAL ASPHALT SHINGLES
1x8 PAINTED FASCIA

UPPER T.O. PLATE
118' - 2 7/8"

HARDI 'BOARD & BATTEN' SIDING

UPPER T.O. SUBFLOOR
110' - 1 3/4"

MAIN T.O. SUBFLOOR
100' - 0"

HARDI 'BOARD & BATTEN' SIDING

7.25" PAINTED
HORIZONTAL
HARDI SIDING

1x10 PAINTED FASCIA

7.25" PAINTED
HORIZONTAL
HARDI SIDING

1x4 PAINTED TRIM

ARCHITECTURAL ASPHALT SHINGLES
HARDI 'BOARD & BATTEN' SIDING
1x8 FASCIA

1 PRESENTATION - NORTH ELEVATION
1/8" = 1'-0"

UPPER T.O. PLATE
118' - 2 7/8"

7.25" PAINTED HORIZONTAL
HARDI SIDING

UPPER T.O. SUBFLOOR
110' - 1 3/4"

1x10 PAINTED FASCIA

7.25" PAINTED HORIZONTAL
HARDI SIDING

1x4 PAINTED TRIM

MAIN T.O. SUBFLOOR
100' - 0"

2 PRESENTATION - SOUTH ELEVATION
1/8" = 1'-0"



504 MAIN STREET, SUITE 480
LEWISTON, ID 83501
(208) 743-5902

Indian Hills PUD
Blum Construction

No.	Description	Date

ELEVATIONS

Project number 19-014
Date 02-25-19
Drawn by Mike Cannon
Checked by Tim Lynch

R-4
Scale 1/8" = 1'-0"

Received 4-29-19

2/25/2019 4:21:50 PM



1 EXTERIOR PERSPECTIVE



2 REAR EXTERIOR PERSPECTIVE



504 MAIN STREET, SUITE 480
LEWISTON, ID 83501
(208) 743-5902

Indian Hills PUD
Blum Construction

No.	Description	Date

PERSPECTIVES

Project number 19-014
Date 02-25-19
Drawn by Author
Checked by Checker

R-5

Scale

Received 4-29-19

**BEFORE THE CITY COUNCIL
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A FORTY-ONE THOUSAND ONE HUNDRED AND FIFTY-ONE (41,151) SQUARE FOOT PARCEL OF LAND LOCATED AT 1330 INDIAN HILLS DRIVE, KNOWN AS INDIAN HILLS EAST ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on May 2, 2019; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on May 22, 2019; and

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on June 17, 2019; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented by the applicant and the opponents:

THE CITY COUNCIL OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2009 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a forty-one thousand one hundred and fifty-one (41,151) square foot parcel of land located at 1330 Indian Hills Drive.
3. The subject property is currently vacant and surrounded by the USDA office building to the east, vacant lots within Alturas Technology Park to the north, townhouse-style multi-family development to the west, and agricultural land to the south.
4. The subject property is relatively flat and gradually increases in elevation as the property heads in the northeasterly direction. There are no drainage ways or natural features that have been identified upon the subject property.
5. The subject property is currently designated as Auto-Urban Commercial (AU-C). AU-C designated areas,

“provide for commercial services and developments that are motor vehicle oriented or those which require large amounts of land. These areas should be located adjacent to existing commercial developments and along major arterials where the vehicle traffic can be accommodated. Developments within these designations should be required to provide significant landscaping which would be applied to enhancing areas along the street edge,

screening parking lots, and buffering adjacent uses. Such areas are most appropriately zoned Motor Business (MB)."

6. The USDA office property to the east, as well as properties on the east side of Mountain View Road are also designated as Auto-Urban Commercial (AU-C). The multi-family residential developments to the west are currently designated as High Density Residential (HR). Alturas Technology Park to the north is currently designated as Business Park (BP).
7. Indian Hills Drive is currently designated by the Thoroughfare Plan as a local neighborhood street and Mountain View Road is designated as a minor arterial.
8. The subject property is currently located within the Residential Office (RO) Zoning District.
9. According to the Zoning Code the RO Zoning District is,
"A moderately intensive zone including both offices and high density housing. It serves as a transitional Zoning District between residential Zoning Districts and commercial or industrial Zoning Districts. The RO Zoning District is appropriately applied in the following circumstances:
 1. *On the perimeter of commercial or industrial districts where they abut residential land uses;*
 2. *Where transportation network use is greater than desirable for lower density residential uses;*
 3. *Where landforms create sites which are reasonably accessible by transportation systems and which are buffered from nearby residential areas; and*
 4. *Where the development patterns in a neighborhood will allow development of moderate intensity to occur without producing adverse visual impact or harm to the transportation network."*
10. Uses permitted within the RO Zone include single family dwellings, two family dwellings, twinhomes, townhouses, and multi-family dwellings. Also permitted are professional offices, bed and breakfasts, daycare facilities, and parking lots.
11. The minimum lot size for parcels within the RO Zone is 5,000 sf for single-family, two-family, and multi-family dwellings; 2,250 sf for twinhome dwellings; and 1,800 sf for townhouse dwellings. The minimum lot width is for single-family, two-family, and multi-family dwellings is 50 feet; 25 feet for twinhomes; and 18 feet for townhouses.
12. The applicant is proposing to subdivide the 41,151 square foot parcel into 10 single family lots ranging from 2,660 sf to 3,910 sf in size. The proposed widths of the lots would range between 33.5 feet and 63.16 feet in width.
13. The applicant is concurrently requesting a PUD in order to allow a reduction in the minimum lot size and width, as well as a reduction in the required setbacks.
14. An 8 inch water main currently exists within Indian Hills Drive, which will provide water service to the subject property. A 6 inch water main will be extended within the private street, which will provide individual service to each lot within the development. The water main will terminate with a fire hydrant at the very north end of the subject property.

15. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Public Works has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.
16. It is anticipated that under commonly observed residential household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably anticipated to use approximately 936,225 gallons of water per year ($10 \text{ du} \times 2.25 \text{ occupants/du} \times 114 \text{ gallons/occupant} \times 365 \text{ days/year} = 936,225 \text{ gallons/year}$).
17. Sanitary sewer is proposed to be extended from an existing City main in the northwest corner of the property, which currently extends to the north through lots within Alturas Technology Park, to a main within Alturas Drive. A sanitary sewer main will be extend from the existing main down the private street to serve each individual lot.
18. Public Works has determined that the system has adequate capacity to convey the additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.
19. The storm sewer for the subdivision is proposed to be conveyed to a stormwater detention pond in the southwest corner of the property, and partially located upon the property directly to the west, which is under common ownership. The stormwater detention pond will then be connected to the existing stormwater facilities within the development to the west.
20. The subject property is accessed via Indian Hills Drive, which is designated as a local neighborhood street. Indian Hills Drive is currently constructed as a 34 foot wide paved roadway with curb, gutters, tree lawns, and sidewalks on both sides of the street.
21. The applicant is proposing a private street to serve the proposed development with parking on one side of the street. The street will contain two 11 foot wide vehicular travel lanes, on-street parallel parking on the west side of the street, and a 4.5 foot sidewalk on the west side of the street. With the alignment of the proposed private driveways, there will be room for 4 on-street parking spaces on the private street. The private street will be paved with curbs and gutters and will meet the City of Moscow's standard for private streets.
22. The subject property is part of the Indian Hills 6th Subdivision, which parkland dedication requirements have already been met. The Indian Hills Park at the northeast intersection of Blaine Street and Indian Hills Drive satisfied the parkland dedication requirement for the Indian Hills 6th Subdivision.
23. There is a required Type A landscape buffer adjacent to the eastern property line of the proposed PUD, since the adjacent zoning district is General Business (GB). A Type A buffer requires 2 canopy trees, 4 understory trees, and 6 shrubs every 100 lineal feet.
24. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on April 8, 2019 to discuss the proposed preliminary plat.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE CITY COUNCIL OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The applicant is concurrently requesting a PUD in order to allow a reduction in the minimum lot size and width, as well as a reduction in the required setbacks of the Residential Office (RO) Zone. All other Zoning Code requirements will be met as part of the proposal.
2. **The proposed subdivision is in general conformance with the Comprehensive Plan.** The proposed preliminary plat is consistent with the uses and densities designated within the 2019 Comprehensive Plan. The Auto-Urban Commercial (AU-C) designation is generally a more intense commercial land use designation than what the Residential Office (RO) Zone would permit. However, properties may be developed with a lower intensity use than is indicated by the Plan, which is what is being proposed in this circumstance. Therefore, the Council finds that the proposed preliminary plat is consistent with the Comprehensive Plan.
3. **Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.** The subject property has property frontage on Indian Hills Drive to the south. There are currently sufficient and available public utility services to meet the needs of the proposed development. Water and sewer connections are readily available in the area and the property has been determined to be developable in the City's Comprehensive Water and Sewer System Plans.
4. **The proposed subdivision will not be detrimental to the public health, safety, or general welfare.** The proposed preliminary plat provides single family dwellings on small lots that will be served by a private street, which is consistent with the Comprehensive Plan. The proposal will not be detrimental to the public health, safety, and general welfare.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow recommends approval of the preliminary subdivision plat request for the forty-one thousand one hundred and fifty-one (41,151) square foot parcel of land located at 1330 Indian Hills Drive with the following conditions:

Public Works:

1. The construction of the proposed private street shall meet current City standards including dedicated easements for public and franchise utilities.
2. The proposed detention pond shall meet the current Moscow Stormwater Runoff Control Standards.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW this 17th day of June, 2019.



Bill Lambert, Mayor

**BEFORE THE CITY COUNCIL
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PLANNED UNIT DEVELOPMENT OF A FORTY-ONE THOUSAND ONE HUNDRED AND FIFTY-ONE (41,151) SQUARE FOOT PARCEL OF LAND LOCATED AT 1330 INDIAN HILLS DRIVE, KNOWN AS INDIAN HILLS EAST ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Planned Unit Development on May 2, 2019; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on May 22, 2019; and

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on June 17, 2019; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented by the applicant and the opponents:

THE CITY COUNCIL OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2009 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a forty-one thousand one hundred and fifty-one (41,151) square foot parcel of land located at 1330 Indian Hills Drive.
3. The subject property is currently vacant and surrounded by the USDA office building to the east, vacant lots within Alturas Technology Park to the north, townhouse-style multi-family development to the west, and agricultural land to the south.
4. The subject property is relatively flat and gradually increases in elevation as the property heads in the northeasterly direction. There are no drainage ways or natural features that have been identified upon the subject property.
5. The subject property is currently designated as Auto-Urban Commercial (AU-C). AU-C designated areas,

“provide for commercial services and developments that are motor vehicle oriented or those which require large amounts of land. These areas should be located adjacent to existing commercial developments and along major arterials where the vehicle traffic can be accommodated. Developments within these designations should be required to provide significant landscaping which would be applied to enhancing areas along the street edge,

screening parking lots, and buffering adjacent uses. Such areas are most appropriately zoned Motor Business (MB)."

6. The USDA office property to the east, as well as properties on the east side of Mountain View Road are also designated as Auto-Urban Commercial (AU-C). The multi-family residential developments to the west are currently designated as High Density Residential (HR). Alturas Technology Park to the north is currently designated as Business Park (BP).
7. Indian Hills Drive is currently designated by the Thoroughfare Plan as a local neighborhood street and Mountain View Road is designated as a minor arterial.
8. The subject property is currently located within the Residential Office (RO) Zoning District.
9. According to the Zoning Code the RO Zoning District is,
"A moderately intensive zone including both offices and high density housing. It serves as a transitional Zoning District between residential Zoning Districts and commercial or industrial Zoning Districts. The RO Zoning District is appropriately applied in the following circumstances:
 1. *On the perimeter of commercial or industrial districts where they abut residential land uses;*
 2. *Where transportation network use is greater than desirable for lower density residential uses;*
 3. *Where landforms create sites which are reasonably accessible by transportation systems and which are buffered from nearby residential areas; and*
 4. *Where the development patterns in a neighborhood will allow development of moderate intensity to occur without producing adverse visual impact or harm to the transportation network."*
10. Uses permitted within the RO Zone include single family dwellings, two family dwellings, twinhomes, townhouses, and multi-family dwellings. Also permitted are professional offices, bed and breakfasts, daycare facilities, and parking lots.
11. The minimum lot size for parcels within the RO Zone is 5,000 sf for single-family, two-family, and multi-family dwellings; 2,250 sf for twinhome dwellings; and 1,800 sf for townhouse dwellings. The minimum lot width is for single-family, two-family, and multi-family dwellings is 50 feet; 25 feet for twinhomes; and 18 feet for townhouses.
12. The applicant is proposing to subdivide the 41,151 square foot parcel into 10 single family lots ranging from 2,660 sf to 3,910 sf in size. The proposed widths of the lots would range between 33.5 feet and 63.16 feet in width.
13. The applicant is requesting a PUD in order to allow a reduction in the minimum lot size and width, as well as a reduction in the required setbacks.
14. Setbacks within the RO Zone are 10 ft on the front, 5 ft on the side with both sides equaling 15 ft, 20 ft on the rear, and 20 ft for a garage door facing the street. The applicant is proposing to establish setbacks on the project of 10.5 ft on the front, 5 ft on both sides, and 10 ft on the rear. The garage door setbacks range from 17.5 ft away from the sidewalk for the houses on the west side of the street and a little over 20 ft from the garage door to the curb for houses on the east side of the street to allow for vehicular parking in the driveway.

15. The minimum PUD base density of the RO Zone is 24 units per acre. The proposed PUD has a base density of 9.4 units per acre, therefore no density bonuses are required as part of the project.
16. The applicant has submitted sample floor plans and elevations of the proposed single family dwellings. The design of the dwellings includes a two-story gabled roof with two-car garage, hardie board batten siding, painted trim, architectural asphalt shingles, belly band, and vinyl windows. The floor plan includes the living room, kitchen, dining room, garage, and a bathroom on the first floor. The second floor includes three bedrooms, two bathrooms, and a utility room.
17. An 8 inch water main currently exists within Indian Hills Drive, which will provide water service to the subject property. A 6 inch water main will be extended within the private street, which will provide individual service to each lot within the development. The water main will terminate with a fire hydrant at the very north end of the subject property.
18. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Public Works has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.
19. It is anticipated that under commonly observed residential household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably anticipated to use approximately 936,225 gallons of water per year ($10 \text{ du} \times 2.25 \text{ occupants/du} \times 114 \text{ gallons/occupant} \times 365 \text{ days/year} = 936,225 \text{ gallons/year}$).
20. Sanitary sewer is proposed to be extended from an existing City main in the northwest corner of the property, which currently extends to the north through lots within Alturas Technology Park, to a main within Alturas Drive. A sanitary sewer main will be extend from the existing main down the private street to serve each individual lot.
21. Public Works has determined that the system has adequate capacity to convey the additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.
22. The storm sewer for the subdivision is proposed to be conveyed to a stormwater detention pond in the southwest corner of the property, and partially located upon the property directly to the west, which is under common ownership. The stormwater detention pond will then be connected to the existing stormwater facilities within the development to the west.
23. The subject property is accessed via Indian Hills Drive, which is designated as a local neighborhood street. Indian Hills Drive is currently constructed as a 34 foot wide paved roadway with curb, gutters, tree lawns, and sidewalks on both sides of the street.
24. The applicant is proposing a private street to serve the proposed development with parking on one side of the street. The street will contain two 11 foot wide vehicular travel lanes, on-street parallel parking on the west side of the street, and a 4.5 foot sidewalk on the west side of the street. With the alignment of the proposed private driveways, there will be room for 4 on-street parking spaces on the private street. The private street will be paved with curbs and gutters and will meet the City of Moscow's standard for private streets.
25. The subject property is part of the Indian Hills 6th Subdivision, which parkland dedication requirements have already been met. The Indian Hills Park at the northeast intersection of Blaine Street and Indian Hills Drive satisfied the parkland dedication requirement for the Indian Hills 6th Subdivision.
26. There is a required Type A landscape buffer adjacent to the eastern property line of the proposed PUD, since the adjacent zoning district is General Business (GB). A Type A buffer requires 2

canopy trees, 4 understory trees, and 6 shrubs every 100 lineal feet. Other than the Type A buffer on the east side, the applicant is proposing to leave the landscape design of the individual lots up to the owners of the property.

27. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on April 8, 2019 to discuss the proposed PUD.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE CITY COUNCIL OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed PUD is consistent with the Comprehensive Plan.** The proposed PUD is consistent with the uses and densities designated within the 2019 Comprehensive Plan. The Auto-Urban Commercial (AU-C) designation is generally a more intense commercial land use designation than what the Residential Office (RO) Zone would permit. However, properties may be developed with a lower intensity use than is indicated by the Plan, which is what the being proposed in this circumstance. Therefore, the Council finds that the proposed PUD is consistent with the Comprehensive Plan.
2. **The proposed PUD is consistent with the intents and purposes of this Chapter.** The proposed PUD meets the intent of the PUD chapter to permit and encourage innovative, economical, and attractive development; which includes land uses which harmonize with natural features and constraints; which promotes efficient, innovative, economical, attractive, and environmentally sensitive development; and which efficiently phases and locates public and private services and facilities. The proposed PUD of ten single family dwellings on smaller lots creates more affordable housing options in the City.
3. **The proposed PUD is compatible with the character and uses in the surrounding area.** The PUD is consistent with the surrounding area which is primarily a mixture of residential and commercial developments. The proposed PUD provides for development of the subject property, including the general construction and alignment of the private access street in conformance and consideration of the natural contours of the subject property.
4. **Public services and utilities are available or can be made available and are adequate to accommodate the proposed PUD.** Public Works has indicated that water, sanitary sewer, and storm sewer systems are readily available in the area and can accommodate the proposed PUD. The subject property has been determined to be developable in the 2012 Comprehensive Water System Plan and the 2011 Comprehensive Sewer System Plan. The primary point of access is Indian Hills Drive, which provides sufficient access to the subject property.
5. **The proposed PUD will not endanger the public health or safety.** There is no evidence that the proposed PUD would have an impact on the public health and safety. The proposed PUD will help serve the need of providing a more affordable housing option of single family homes on smaller lots.
6. **The residential densities, proposed land uses, and design proposed within the PUD promote the innovative, efficient, economic and attractive development of the subject property.** The proposed PUD with ten single family dwellings on lots which range from 2,660 sf to 3,910 sf in size, provides an efficient and economical home ownership opportunity which is currently

limited in the City. The proposed design of the homes is attractive and will provide a quality product on smaller lots which are served by a private street.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow approves the Planned Unit Development (PUD) request for the forty-one thousand one hundred and fifty-one (41,151) square foot parcel of land located at 1330 Indian Hills Drive with no conditions.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW this 17th day of June, 2019.



Bill Lambert, Mayor

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, June 17, 2019

7:00 PM

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

The meeting was called to order at 7:00 p.m.

PRESENT: Mayor Bill Lambert, Art Bettge, Jim Bolland, Kathryn Bonzo, Gina Taruscio, Anne Zabala

ABSENT: Brandy Sullivan

STAFF: Gary J. Riedner, Mia Bautista, James Fry, Brian Nickerson, Dwight Curtis, Mike Ray, Julie Fry, Tyson Barrett, Karen Potter, Roger Lanier, Laurie M. Hopkins, numerous police officers

PLEDGE OF ALLEGIANCE

Council Member Bonzo led the Pledge of Allegiance.

CONSENT AGENDA (ACTION ITEM)

1. All Consent Items

A. Approval of Moscow City Council June 3, 2019 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes as presented.

B. Proposed Lot Division in an Area Generally Located East of the Intersection of Southview Avenue and Alice Street - Leah Carlson

The applicant, Thompson Family Limited Partnership, is requesting a lot division in an area generally located east of the intersection of Southview Avenue and Alice Street. The existing lot is approximately 281,003 sf or 6.45 acres in size. The applicant is proposing to create three new lots of approximately 9,600 sf, 9,650 sf, and 11,273 sf in size, leaving a remainder lot of 250,480 sf. The applicant intends to create the three lots for future development of single-family residential homes. On June 3, 2019, City Council approved a rezone of the property from Agriculture/Forestry (AF) Zoning District to Low-Density, Single-Family Residential Zoning District (R-1). Within the R-1 Zoning District, lots require a minimum lot size of 9,600 sf and a minimum lot width of 80 feet. The three proposed lots meet these requirements. There are currently no buildings on the subject property. This was reviewed by the Public Works/Finance Committee on 6/10/2019 and recommended for approval.

ACTION: Approve the lot division request with no conditions.

C. Beer Garden Request for Rendezvous in the Park 2019 -Dwight Curtis

In accordance with Moscow City Code 5-13-4(B), Rendezvous in the Park is requesting that the City Council pass a Resolution allowing them to have a beer garden catered by a licensed vendor in East City Park for Rendezvous in the Park on July 18, 19 and 20, 2019, from 4:00 p.m. to 10:00 p.m. There will be food vendors, live music, and other activities at the event. As has been approved in the past, the entire fenced off area will be designated as the beer garden to allow families to be together to watch the music festivities, as well as a secured internal alcohol dispensing area. There have been no problems associated with this set-up. Also, the fenced off area will not block public access to the restroom facility (beer garden location map attached). Police Chief James Fry is supportive of Rendezvous in the Park providing its own security as done previously. There have been no problems associated with alcohol at this event in the past. This request has also been reviewed by the City Attorney. This item was reviewed by the Administrative Committee on June 10, 2019, and recommended for City Council approval.

ACTION: Approve beer garden request for Rendezvous in the Park 2019 and adopt the attached Resolution.

D. Request by Rendezvous in the Park to Waive Permit Fees – Gary J. Riedner

Rendezvous in the Park Music and Arts Festival, is an annual event which was originally sponsored by the City of Moscow. The event is now in its 38th consecutive year and Rendezvous in the Park, Inc. a non-profit corporation, has been putting on the event for the past several decades. Rendezvous in the Park is held annually in East City Park, and is a major signature summertime music and arts festival. Each year Rendezvous in the Park, Inc. requests waiver of fees associated with installation of the downtown banner advertising the event, as well as fees for sanitation services. Staff has authority to waive those fees and has traditionally granted the waiver. Staff has received a request from Rendezvous in the Park, Inc. co-President Cyndi Faircloth, requesting waiver of the following additional fees: 1. Stage rental at \$75 per day for 5 days (\$375); 2. Recycling fee at \$50; 3. Alcohol permit fee at \$100 and tax at 25.50 (\$125.50), for a total cost is \$550.50. The rationale for waiver of these fees is in recognition of Rendezvous in the Park's origin as a City-sponsored event, which continues to benefit the City, and is now being produced by the non-profit organization at no additional cost to the City. Staff is requesting that authority be granted to the City Supervisor to waive such fees at his/her discretion in the future. This was reviewed by the Administrative Committee on June 10, 2019 and recommended for approval.

ACTION: Approve waiver of City fees associated with 2019 Rendezvous in the Park Music and Arts Festival, and that the City Supervisor be granted the authority to waive such fees in the future at his/her discretion.

Bettge moved, Boland seconded, approval of the consent agenda as presented. Roll Call
Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

2. Staff Recognition Report - Gary J. Riedner

Gary introduced Brad Johnson, Division Administrator of POST. He provided highlights of Fry's work history and accomplishments and presented the POST Executive award, and Fry said a few words.

3. Mayors Appointments (ACTION ITEM)

None offered.

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

David Hall, Wallen Rd, Moscow, commented that another season of Farmers Market isn't supporting recycling. The FMC has been studying it and he feels it is about time to get something started.

Victoria Lilly, Lilly St, Moscow, said she is loving the wisescapes outside City Hall. The mural on the Water Department building is beautiful.

Dulce Kersting-Lark, introduced Kendra Ewing with the Chamber of Commerce. Ewing described the Crossroads: Change in Rural America Smithsonian exhibit visiting Moscow at the Chamber with a series of events, beginning Saturday, June 22 with a bus tour and an opening party on August 23.

5. Public Hearing: Indian Hills East Addition Preliminary Plat and Planned Unit Development (ACTION ITEM) - Mike Ray

The applicant, Noel Blum, is proposing to subdivide a 41,151 square foot parcel located at 1330 Indian Hills Drive to allow for 10 single-family dwellings on lots ranging from 2,660 sf to 3,910 sf in size. Mr. Blum is also requesting a PUD to allow for a reduction in the minimum lot size, minimum lot width, setbacks, and to accommodate a private street through the development. The Planning and Zoning Commission conducted a public hearing for this matter on May 22, 2019 and recommended approval of the preliminary plat with two conditions and recommended approval of the PUD with no conditions.

1. Conduct the public hearing upon the proposed PUD and upon consideration of any testimony presented, approve the PUD for Indian Hills East Addition; or approve the PUD with conditions; or reject the PUD; or take other action as deemed appropriate.
2. In accordance with the decision upon the PUD, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.
3. Conduct the public hearing upon the proposed Indian Hills East Addition preliminary plat and upon consideration of any testimony presented, approve the preliminary plat with the two (2) conditions recommended by staff; or approve the preliminary plat with no conditions; or reject the preliminary plat; or take other action as deemed appropriate.
4. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

Ray introduced the item by describing the neighborhood zoning, comprehensive plan designation, and the Residential Office Zone and PUD requirements. Street and utility systems were described. A

"Type A" buffer is required and the parkland requirement has been met.

The City is not responsible for maintenance of the private drive. The developer can set up a homeowners association for the maintenance. Homeowners would be responsible for the landscaping including the adjacent tree lawn. With the lack of space in the backyard on the west side of the development, the driveways were allowed to be 17 feet and may overhang the sidewalk.

Mayor Lambert opened the public hearing at 7:31 p.m.

Curtis Blum, Highway 8 Troy, applicant, explained they are trying to create affordable housing in the \$250,000-275,000 range with 1500-2000 square feet. He confirmed an HOA would be created for maintenance.

Garrett Thompson, Pinecrest Rd Moscow, said he gives the project his blessing.

Chris Sawyer, Sherwood St Moscow, feels this is a great asset for Moscow. He is a real estate agent and these types of options are limited.

The public hearing was closed at 7:35 p.m.

Boland moved to approve the PUD for Indian Hills East Addition. Taruscio seconded. Roll Call
Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Boland moved to approve the preliminary plat with the two conditions recommended by staff (1. the construction of the proposed private street shall meet current City standards including the dedicated easement for public and franchise utilities, 2. the proposed detention pond shall meet the current Moscow Stormwater Runoff Control Standards). Bettge seconded. Roll Call
Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bettge move to adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria regarding the PUD. Taruscio seconded. Roll Call
Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Taruscio moved to adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria regarding the preliminary plat. Bonzo seconded. Roll Call
Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

6. Ice Rink Extension Request (ACTION ITEM) – Gary J. Riedner

By adoption of Resolution 2017-13 on June 19, 2017, the Moscow City Council approved a commitment of \$1 million of Hamilton Funds to Palouse Ice Rink for construction of an ice rink facility. The Resolution sets the parameters of the City's commitment, which expires on June 28, 2019. The Palouse Ice Rink applied for an extension of the conditional use permit for the ice rink at its current location and that conditional use permit was granted by the Moscow Zoning Board of Adjustment on May 22, 2019, and has a term of three years, with an expiration date of May 22, 2022. Christina Randal, fundraiser for the Palouse Ice Rink, has asked to meet with the City Council to request an extension of the City's commitment of \$1 million of Hamilton funds. Staff has attached the request and accompanying materials, as well as documents pertinent to the original request and

commitment.

PROPOSED ACTIONS: Receive request for extension of \$1 million of Hamilton Funds from Palouse Ice Rink and approve request with conditions; or deny request; or take such other action deemed appropriate.

Riedner introduced the item as written above. If the Council extends funding, staff recommends continuing the conditions in the original resolution. The Hamilton fund has a little over \$2 million.

Christina Randal, Logan St Moscow, asked Palouse Ice Rink (PIR) Board Member Travis Wambecke to provide the presentation.

The meeting was recessed at 7:44 p.m. and reconvened at 7:50 p.m.

Wambecke, Lorian Ln Moscow, provided a background of the ice rink beginning in 2001. PIR is a non-profit with 9 board members. The ice rink provides physical activity and education programs as well as brings economy to the city. With a full size rink, PIR would be able to host tournaments. PIR is looking for major organizations and partners to help leverage the community support to complete this project. A renewed commitment of \$1 million of matching Hamilton funds can motivate donors to contribute to this effort and help us raise the funds needed. Project costs, current donations and operational costs were discussed. PIR has approached corporate and major donors outside the Moscow community as well as grants. They have also looked at different locations but all increase costs.

Boland moved to extend the terms of the Hamilton Funds for the PIR in conjunction with the extension of the CUP and direct staff to draft a resolution with updated numbers. Zabala seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Surplus of Fire Engine to Rural Fire Districts (Genesee and Wheatland) (ACTION ITEM) – Gary J. Riedner

In April of 2018, the City of Moscow took delivery of a new fire engine to replace the existing Engine 26, and the following spring took delivery of a second new engine to replace Engine 27. The two retired engines have been surplused and retired from service. The City listed retired Engine 26 for sale in the summer of 2018 for \$25,000. No offers were received. The engine was also listed with a consignment fire apparatus dealer in Colorado and no offers have been received. Chief Nickerson has contacted local fire departments to determine interest in the retired engines. In April 2019, Wheatland Fire Protection District contacted the City to offer \$3,500 on several year payment-plan for retired Engine 26. Genesee Fire Department also noted interest in retired Engine 27. With the lack of interest in resale of both retired engines, they will continue to sit idle, requiring storage and maintenance by City staff. Both Wheatland and Genesee agencies face limited resources, as they serve smaller rural communities. As such, City staff proposes selling retired Engine 26 to the Wheatland Fire Protection District for \$1 and retired Engine 27 to the Genesee Fire Department for \$1. This was reviewed by the Administrative Committee on June 10, 2019 and recommended for approval.

PROPOSED ACTIONS: (1) Approve sale of retired Engine 26 to Wheatland Fire Protection District for \$1, or take other such action deemed appropriate. (2) Approve sale of retired Engine 27 to Genesee Fire Department for \$1 or take other such action deemed appropriate.

Riedner introduced the item as written above. Nickerson introduced Mayor Steve Odenborg and Fire Chief Bill Krick of Genesee. Krick said a few words and thanked the City Council for consideration of the donation. Nickerson introduced Assistant Chief Schnatz of Wheatland who said a few words of thanks. Bettge moved and Taruscio seconded to approve the sale of retired Engine 26 to Wheatland Fire Protection District for \$1, the sale of retired Engine 27 to Genesee Fire Department for \$1. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Transportation Commission - Boland reported the grand opening for the pedestrian bridge on Third Street is scheduled for July 29.

Moscow Arts Commission - Bettge said the Commission worked on the calendar for the Third Street Gallery events and discussed possible funding account for art related requests.

Moscow Pathway Commission - Zabala heard a presentation by Amber Corvalis regarding the northeast Chipman Trail.

Palouse Basin Aquifer Committee - Zabala said the Committee had their retreat and discussed funding opportunities for grants and pursuit for a more robust public involvement.

Planning and Zoning Commission - Zabala reported the Commission finalized recommendation for the use table and discussed accessory dwelling units.

Council Members reported on other events

Mayor

Mayor Lambert said he attended the Airport Board where they rejected bids for fencing and the old WSU buildings.

Staff

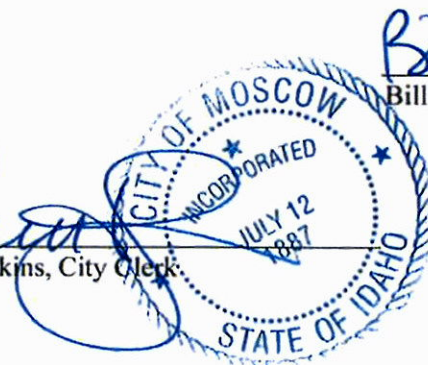
No report.

ADJOURN to Executive Session per Idaho Code 74-206 (1)(a) – The meeting will not reconvene.

Bonzo moved, Boland seconded to adjourn to executive session at 8:45 p.m.

ATTEST:

Maurie M. Hopkins, City Clerk



Bill Lambert, Mayor

CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
June 17, 2019

Present: Mayor Lambert, Art Bettge, Jim Boland, Kathryn Bonzo, Brandy Sullivan, Anne Zabala

Also Present: Gary J. Riedner, City Supervisor; Mia Vowels, City Attorney,

The executive session was called to order at 8:49 p.m.

Item discussed pursuant to I.C. 74-206(1)(a)

The executive session was adjourned at 9:59 p.m.

CITY COUNCIL STAFF REPORT

DATE: Monday, April 20, 2020



RESPONSIBLE STAFF

Bob Buvel

REVIEWED BY

This agreement was not reviewed by Public Works/Finance Committee as the meeting on April 13, 2020 was cancelled.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

AGENDA ITEM TITLE

Indian Hills East Development Agreement (ACTION ITEM) - Bob Buvel

DESCRIPTION

Noel Blum, on behalf of Blum Enterprises – 2, LLC., has submitted to the City a final plat for the development of the property at 1330 Indian Hills Drive titled Indian Hills East Addition. On June 17, 2019, the City Council approved the preliminary plat for this property. The final plat will be presented for City Council approval on April 20th. If the final plat is approved by City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The attached agreement covers these items.

STAFF RECOMMENDATION

Approve the Development Agreement with Blum Enterprises – 2, LLC. for Indian Hills East Addition.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Development Agreement with Blum Enterprises – 2, LLC. for Indian Hills East Addition; or take such other action deemed appropriate.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. DEVELOPMENT AGREEMENT-Indian Hills East_final

**DEVELOPMENT AGREEMENT
BETWEEN BLUM ENTERPRISES-2
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN BLUM ENTERPRISES-2 AND THE CITY OF MOSCOW, IDAHO is entered into this _____ day of _____, 2020, by and between Blum Enterprises-2, whose address is 3831 Highway 8 Troy, Idaho 83871 (hereinafter “DEVELOPER”), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”);

W I T N E S S E T H :

WHEREAS, DEVELOPER desires to develop property to be known as Indian Hills East Addition subdivision to the City of Moscow, Latah County, Idaho; and

WHEREAS, DEVELOPER understands that improvements required herein are standards required pursuant to Moscow City Code Title 5, Chapter 1 and are authorized by Idaho Code Sections 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that, without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the subdivision development on the ability of CITY to deliver services, without compromising quality of such service delivery to current City residents, or without imposing substantial additional costs upon current City residents to accommodate the proposed subdivision; and

WHEREAS, CITY desires to ensure that public improvements, consisting of water mains, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices, and sidewalks are constructed; and

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to the Moscow City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this Agreement; and

WHEREAS, DEVELOPER enters into this Agreement of DEVELOPER’s own free will and accord, without coercion, without inducement, and at DEVELOPER’s request; and

WHEREAS, DEVELOPER has read this Agreement, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this Agreement and prior to signing it;

NOW, THEREFORE, DEVELOPER and CITY hereby agree as follows:

I. PROPERTY AFFECTED.

This Agreement affects property to be known as Paradise Addition subdivision within the City of Moscow, Latah County, Idaho, more particularly described as follows:

All of Lot 20, Block 5 of Indian Hills 6th Addition located in the southeast quarter of Section 17, T. 39 N., R. 5 W., B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follows:

Commencing at the Southeast corner of Section 17 running thence along the centerline of Mountain View Road N0°07'16"W 611.05 feet to a 2" aluminum centerline monument at the intersection with Indian Hills Drive; thence along the centerline of said Indian Hills Drive N89°52'10"W 236.07 feet to a point; thence N0°07'50"W 30.00 feet to a copper plug marker in a concrete sidewalk stamped PE/LS 2102 on the northerly right-of-way line of said Indian Hills Drive also being the Southeast corner of Lot 20, Block 5 of Indian Hills 6th and THE TRUE POINT OF BEGINNING;

thence continuing along said right-of-way line S89°52'10"W 183.56 feet to a copper plug marker in a concrete sidewalk stamped PE/LS 2102 also being the Southwest corner of Lot 20, Block 5 of Indian Hills 6th Addition;

thence continuing along the westerly boundary line of said Lot 20 N0°07'50"W 272.34 feet to a rebar with plastic cap stamped PE/LS 2102 also being the Northwest corner of Lot 20, Block 5 of Indian Hills 6th Addition;

thence continuing along the northerly boundary line of said Lot 20 S69°14'51"E 196.47 feet to a rebar with plastic cap stamped PE/LS 2102 also being the Southwest corner of Lot 20, Block 5 of Indian Hills 6th Addition;

thence continuing along the easterly boundary of said Lot 20 S0°7'50"E 202.31 feet to the Southeast corner of said Lot 20 and THE TRUE POINT OF BEGINNING.

Said parcel contains 1.00 acres, more or less.

II. PUBLIC IMPROVEMENTS.

DEVELOPER agrees to install, at DEVELOPER's expense, within the subdivision, public improvements and appurtenances required by Moscow City Code Sections 5-1-4 and 5-1-5, including, but not limited to, water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans.

III. TERM.

This Agreement shall remain in full force and effect in accordance with all of its terms and conditions as follows:

- A. Until all public improvements have been completed and accepted by CITY; and
- B. Until the warranty period for public improvements has expired; and
- C. Until all development fees, as required and assessed by CITY, have been paid in full.

IV. CITY'S COVENANT.

CITY shall issue building permits to DEVELOPER's property only after the following have occurred:

- A. Payment of all applicable developmental fees required and assessed by CITY; and
- B. CITY has determined that the construction of all required public improvements is complete or after adequate security, as described in Moscow City Code Section 5-1-10 and as described in Sections VI, VII and VIII herein, has been provided to ensure construction and warranty repairs of the required public improvements; and
- C. Compliance with applicable CITY permit issuance requirements.

V. DEVELOPER'S COVENANT.

- A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY standards, during and under the terms of this Agreement; and
- B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction; and
- C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twelve (12) months from the date of the issuance of the first building permit in the development; and
- D. If DEVELOPER fails to complete installation of the required public improvements within twelve (12) months from the date of the issuance of the first building permit, to CITY standards and as per the approved plans, CITY shall revoke occupancy of the entire development and shall revoke any applicable permit issued to DEVELOPER by CITY.

VI. SECURITY FOR IMPROVEMENTS.

In lieu of DEVELOPER's construction and installation of all public improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Section 5-1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's development. If DEVELOPER fails to complete installation of the public improvements as required by CITY within twelve (12) months from the date of the issuance of the first building permit in the development, CITY may utilize the security and cause the improvements to be made or CITY may cause improvements to be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement. Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY.

DEVELOPER agrees to provide security for the public improvements in the amount to be determined by the City Engineer. This security shall be in the form of cash, construction bond, irrevocable letter of credit from a certified bank or financial institution, or such other form of security acceptable to CITY. Such security shall be provided to CITY prior to the issuance of building permits by CITY. The security must be effective for a minimum period of one (1) year from the date of the issuance of the first building permit in the development. If this security is in the form of an irrevocable letter of credit or bond, the secured improvements shall be constructed at least ninety (90) days prior to the expiration date of the security. If the public improvements identified and described in Section II are not completed within twelve (12) months from the issuance of the first building permit in the development, CITY may claim the security and complete the said improvements using the security. The amount of the security may, from time to time, be modified as deemed appropriate by the City Engineer as conditions warrant.

If for any reason the security for such improvements shall be withdrawn by DEVELOPER or the security or financial institution, or the value or terms thereof shall be compromised in any way, CITY shall immediately cease issuing building permits and shall revoke any building permits and/or occupancy permits issued pursuant to the terms contained herein, and further, DEVELOPER shall hold CITY harmless for any and all causes of action or damages alleged to have been sustained because of the revocation of such building permits. If any building permits and/or occupancy permits are revoked pursuant to this Section, such building permits and/or occupancy permits shall be re-issued upon receipt by CITY of new or additional security as required herein.

VIII. WARRANTY.

- A. All required public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and

workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).

- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.
- C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the City Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or shall name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.
- D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.
- E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION.

Parkland dedication for this parcel was satisfied with the development of the Indian Hills Sixth Addition to the City of Moscow.

X. PHASING. No phasing has been requested for this development.

XI. AS-CONSTRUCTED DRAWINGS.

DEVELOPER agrees to furnish, prior to acceptance by CITY of the public improvements as required herein, one (1) set of complete, mylar, final as-constructed drawings for the public improvements described herein, unless such requirement is waived by the City Engineer.

XII. FAILURE TO COMPLY.

DEVELOPER agrees to pay all expenses incurred by CITY in enforcing this Agreement.

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

This Agreement shall be binding upon the heirs, executors, administrators, and assignees of the Parties, and subsequent purchasers of and/or within the property described herein.

XIV. OCCUPANCY.

DEVELOPER agrees that no person shall be allowed to occupy any part of the development for any purpose until the described public improvements are completed and accepted by CITY for maintenance or as otherwise provided for by a subsequent development agreement between the Parties.

XV. VENUE AND ATTORNEY FEES.

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah.

XVI. MODIFICATION.

DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties.

XVII. COVENANTS TO RUN WITH LAND.

This Agreement shall run with the land affected hereby, as shall all covenants contained herein, and shall be to the benefit of CITY, its successors and assigns. This Agreement shall be recorded with the Latah County Recorder.

XVIII. NOTICES.

Any notice required or called for by this Agreement shall be deemed served upon the Party to whom it is sent when delivered by certified United States mail to the following addresses:

DEVELOPER

Blum Enterprises-2, LLC
3831 Highway 8
Troy, ID 83871
Phone: (509) 336-0173

CITY

City of Moscow, Idaho
Bill Lambert, Mayor
P O Box 9203
Moscow, ID 83843
Phone: (208) 883-7000
Facsimile: (208) 883-7018

XIX. UNDERSTANDING.

DEVELOPER has read and understood this Agreement and agrees with the contents and conditions thereof. DEVELOPER understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement. Specifically, DEVELOPER has had the opportunity to avail itself of legal counsel and of other counsel before entering into this

Agreement and before signing it, and hereby enters into it knowingly, voluntarily, willingly, and without inducement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

DEVELOPER:

Blum Enterprises-2, LLC.

CITY:

City of Moscow, Idaho

Curtis Blum, Agent / Owner

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

STATE OF _____)

_____) ss:
COUNTY OF _____)

On this ____ day of _____, 2020, before me, the undersigned, a Notary in and for said State, personally appeared Curtis Blum known to me to be the owner of the affected property.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein above written.

(seal)

NOTARY PUBLIC _____

Residing at _____

My Commission _____

CITY COUNCIL STAFF REPORT

DATE: Monday, April 20, 2020



RESPONSIBLE STAFF

Bob Buvel

REVIEWED BY

This item was not reviewed by Public Works / Finance Committee as the April 13th, 2020 meeting was cancelled.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

AGENDA ITEM TITLE

Indian Hills East Monumentation Agreement (ACTION ITEM) - Bob Buvel

DESCRIPTION

Blum Enterprises-2, LLC. is the property owner and developer of the proposed Indian Hills East Addition on the lot currently addressed as 1330 Indian Hills Drive. The subdivision has received preliminary plat approval and the final plat is being presented for City Council consideration at the April 20, 2020 City Council meeting. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

STAFF RECOMMENDATION

Approve the monumentation agreement with Blum Enterprises-2, LLC. for Indian Hills East Addition.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the monumentation agreement with Blum Enterprises-2, LLC. for Indian Hills East Addition; or take such other action deemed appropriate.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. MonumentationAgreement Indian Hills East_final

**MONUMENTATION AGREEMENT
BETWEEN BLUM ENTERPRISE-2 AND
CITY OF MOSCOW, IDAHO**

THIS MONUMENTATION AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, 2020 by and between Blum Enterprises-2, whose current address is 510 Palouse River Dr., Moscow, ID 83843 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") for the purpose of subdividing real property within CITY.

W I T N E S S E T H :

WHEREAS, DEVELOPER is the owner of certain premises located in CITY, commonly known as Indian Hills East Addition to the City of Moscow; and

WHEREAS, DEVELOPER has not, at this time, set interior monuments as required by Idaho Code Section 50-1303; and

WHEREAS, DEVELOPER desires to record the final plat of Indian Hills East Addition to the City of Moscow; and

WHEREAS, Idaho Code Sections 50-1331 through 50-1333 allow the setting of interior monuments for subdivisions following the recording of the final plat; and

WHEREAS, the Parties mutually desire to ensure that such monuments be installed;

NOW THEREFORE, for and in consideration of the following mutual promises, DEVELOPER and CITY hereby agree and covenant as follows:

1. **PROPERTY AFFECTED.** Property which is subject to this Agreement is described as Indian Hills East Addition to the City of Moscow (hereinafter "SUBDIVISION"), as shown by the plat herein incorporated by reference.
2. **PROFESSIONAL LAND SURVEYOR.** For the purpose of this Agreement, the Professional Land Surveyor (hereinafter "SURVEYOR") for the platting of SUBDIVISION is Jack S. Hammond, Idaho PE/LS No.2102, of HEDCO in Lewiston, Idaho.
3. **CONDITIONS OF RECORDING WITHOUT MONUMENTATION.** Pursuant to Idaho Code Section 50-1333, DEVELOPER may record the final plat of SUBDIVISION if:
 - A. The exterior monuments have been set;
 - B. The SUBDIVISION plat includes a certification by SURVEYOR that the interior monuments for SUBDIVISION shall be set in accordance with Idaho Code Section 50-1303, on or before a specified date and the said interior monuments shall be

- referenced on the SUBDIVISION plat with a unique symbol. The time for setting the interior monuments shall not exceed one (1) calendar year from the date the SUBDIVISION plat is recorded or as otherwise specified by written agreement with CITY; and
- C. DEVELOPER furnishes to CITY a cash deposit in the amount equal to one hundred twenty percent (120%) of the estimated cost of performing the work for the interior monumentation for SUBDIVISION. The estimated cost of performing such work will be determined by the SURVEYOR.
4. DEVELOPER'S COVENANT. DEVELOPER agrees as follows:
- A. To have installed, at DEVELOPER's expense, all interior monuments within the SUBDIVISION, as required by Idaho law;
- B. To have the interior monuments set by SURVEYOR, except as allowed otherwise under Section 7 of this Agreement;
- C. To have installed all required interior monuments on or before the date specified on the SUBDIVISION plat; and
- D. To furnish CITY with a cash deposit in the amount of Two Thousand Four Hundred Dollars (\$2,400), which is equal to the one hundred twenty percent (120%) of the Two Thousand Dollars (\$2,000) estimated by SURVEYOR to set SUBDIVISION interior monuments.
5. CITY COVENANT. That upon the compliance of DEVELOPER with the terms and conditions of this Agreement, CITY shall advise the Latah County Recorder that the requirements of Idaho Code Sections 50-1331 through 50-1333 have been met and security in the amount of Two Thousand Four Hundred Dollars (\$2,400) has been deposited with CITY as required by Section 4. D. of this Agreement.
6. RETURN OF DEPOSIT. If DEVELOPER pays SURVEYOR for performing the interior monumentation work and furnishes CITY with proof of such payment, CITY shall, within two (2) months after such notice, return the cash deposit upon a finding that such payment has been made, or CITY may, upon written request of DEVELOPER, pay SURVEYOR from moneys within a cash deposit held by CITY for such purpose, and return the excess amount of the cash deposit, if any, to DEVELOPER.
7. FAILURE OF SURVEYOR TO PERFORM MONUMENTATION. In the event that the death, disability, retirement of SURVEYOR, or upon the failure of SURVEYOR to set such monuments in accordance with law, CITY may direct the County Surveyor in his or her official capacity, or may contract with an Idaho professional land surveyor in private practice, to set such monuments and reference such monuments for recording as provided in Idaho Code Sections 50-1331 through 50-1333. The fees of the County Surveyor or private surveyor shall be paid by DEVELOPER in accordance with the terms of this Agreement.

8. FAILURE OF DEVELOPER TO PAY FOR MONUMENTATION. In the event DEVELOPER fails or refuses to authorize the payment for interior monumentation, SURVEYOR may request payment from CITY, and upon inspection by CITY of such interior monumentation, CITY shall pay SURVEYOR from the proceeds of the cash deposit. Any costs associated with the installation of such monuments in excess of the security shall be borne by DEVELOPER.
9. TERM. This Agreement shall remain in effect until all monuments as described herein have been installed and accepted by CITY.
10. COVENANTS TO RUN WITH LAND. This Agreement shall run with the land and benefits and burdens herein described shall be binding on the Parties, heirs, assigns and successors and interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

Developer:

City of Moscow:

Noel Blum, Member/Owner
Blum Enterprises-2, LLC.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2020, before me, the undersigned, a Notary in and for said State, personally appeared Noel Blum, owner of the affected property.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC for the State of _____
Residing at _____
My Commission expires: _____

CITY COUNCIL STAFF REPORT

DATE: Monday, April 20, 2020



RESPONSIBLE STAFF

Gary Riedner, City Supervisor

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Set FY2021 Budget Hearing Date for August 3, 2020 (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

Per Idaho Code 63-802(A) the City is required to notify Latah County of the public hearing date for the City's annual budget no later than April 30th each year. Staff is requesting that the Council officially set the date so the Notification of Budget Hearing form can be completed and returned to the Latah County Auditor's Office by April 30th.

STAFF RECOMMENDATION

Set August 3, 2020 as the public hearing date for the City of Moscow FY2021 budget.

PROPOSED ACTIONS

PROPOSED ACTIONS: Set August 3, 2020 as the public hearing date for the City of Moscow FY2021 budget, or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

None