Moscow City Council

Regular Meeting
~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, July 19, 2021 | **7:00 PM** | **Council Chambers 206 E. Third St.**

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. The meeting is open to the public but due to the continued presence of COVID-19 cases in our area, we encourage those that have not received the COVID-19 vaccination, to continue to keep 6-foot physical distance from non-household members and wear face coverings when distance is unable to be maintained. We appreciate and encourage public participation. The formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. For regular agenda items the public will usually have the opportunity for comment on that agenda item after the staff presentation. These agenda items do not include the consent agenda and reports. Please limit any remarks to three (3) minutes or less. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Citizens wishing to comment on business on the agenda may also communicate with the City Council through email (council@ci.moscow.id.us). Please note that Moscow City Council meetings are televised, videotaped and/or recorded. The meeting is streamed on YouTube and Spectrum Cable 1301. A link to stream the meeting can be found on the City website (www.ci.moscow.id.us). 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 July 6, 2021 Minutes - Laurie M. Hopkins

   B. Disbursement Report June 2021 - Sarah Banks

   Staff presented the June 2021 Accounts Payable Report to Public Works / Finance Committee on July 12, 2021. The Committee received the report and approved the disbursements as presented.

   ACTION: Receive the Disbursements Report for the month of June 2021.

   C. Third Quarter Financial Report April 1, 2021 to June 30, 2021 for FY2021 - Sarah Banks

   The financial report for the third quarter of Fiscal Year 2021 (April 1, 2021 to June 31, 2021) was presented to the Public Works / Finance Committee on July 12, 2021 and recommended for approval.

   ACTION: Approve the FY2021 Third Quarter Report.

   D. Indian Hills Eighth Stormwater Utility Easement Vacation - Bob Buvel

   In 2010 The Indian Hills Trading Company, LLC granted a stormwater utility easement necessary to convey stormwater running off the Indian Hills Eighth Development through what would later become the Indian Hills Ninth development. Improvements installed within Indian Hills Ninth, Phase Two, replaced the conveyance structure within the subject easement rendering the easement unnecessary. This vacation releases the City of Moscow rights associated with said easement. This was reviewed by the Public Works/Finance Committee on July 12, 2021 and recommended for

approval.

ACTION: Approve the Indian Hills Eighth Stormwater Utility Easement Vacation.

E. State/Local Agreement – Construction – 3rd Street Safety Improvements Phase 1 and 2 - Nate Suhr / Alisa Anderson

The City applied for grants in 2017 and 2018 and was awarded both through the Local Highway Technical Assistance Council (LHTAC) under the Local Highway Safety Improvement Program (LHSIP) which is managed by LHTAC on behalf of the Idaho Transportation Department (ITD). The combined projects are located on Third Street (aka Hwy. 8) Lieuallen Street to 150' east of Lilly (Phase 1) to Jackson Street (aka US Hwy. 95) Phase 2. The project will remove and replace concrete sidewalk, upgrade ADA pedestrian ramps, install curb and gutter while eliminating unused existing driveway, and include installation of LED luminaires to increase night-time visibility.

The City has been awarded $419,986 in federal funds for Phase 1 construction requiring a match of $280,474 with total project costs estimated at $496,423; in addition to a Phase 2 award of $335,410 in federal funds requiring a match of $22,199 with total project costs estimated at $361,688. Phase 1 and 2 combined total federal grant funding is $1,175,878, city match of $302,673, and total construction project costs of $1,478,551. The Moscow Urban Renewal Agency is contributing $107,750 (included in the City match listed above) to the LHSIP projects to assist with funding for the luminaires as part of their goal to improve infrastructure amenities within the Legacy Crossing District. This item was reviewed by the Public Works/Finance Committee on July 12, 2021 and recommended for approval.

ACTION: Approve the State/Local Agreement(s) (Construction) and corresponding Resolution(s), Project Nos. A020(483) Key 20483 and A021(997) Key No. 21997 3rd Street Safety Improvements Phase 1 and 2.

F. Community Development Block Grant Contract - Park Improvements - Alisa Anderson / Nate Suhr

The City applied for a $225,000 Idaho Community Development Grant (ICDBG) for Public Parks Improvements from the Idaho Department of Commerce (IDOC) on September 21, 2020 and received notice of award for the full amount on November 2, 2020. The request included ADA improvements at both Mountain View Park and Indian Hills Park. The proposed combined projects will create an interconnected system of ADA available parking, pathways, and facilities that will allow full use of both parks for all members of the community. Staff anticipates the completion of both park projects in the late fall of 2021. This was reviewed by the Public Works/Finance Committee on July 12, 2021 and recommended for approval.

ACTION: Approve the Community Development Block Grant Contract for the Mountain View Park and Indian Hills Park ADA Access Projects.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

3. Mayors Appointments (ACTION ITEM)

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

5. Confirmation of Appointment of Bill Belknap as City Supervisor as of January 7, 2022 - Mayor Lambert

6. Amendment to City Code to Address Management Reorganization (ACTION ITEM) – Gary J. Riedner / Mia Bautista

The City, as a municipal corporation of the State of Idaho, has the authority to exercise all powers and perform all functions of local self-government in City affairs that are not in conflict with the general

laws or the constitution of the State of Idaho.

On October 7, 2019 the City Council passed Resolution 2019-19 authorizing the implementation of the reorganization management model and directed staff to prepare ordinance revisions to align with said model, which included the creation of new positions, along with the elimination of specific positions. More specifically, the new management model was implemented to aid the City Supervisor in providing effective oversight of the entirety of the City Operations. The reorganization created four operational groups, with the City Supervisor maintaining and continuing to provide overall administration and oversight. The reorganized management model is intended to be a framework which supports the efficient use of increasingly scarce public resources by encouraging teamwork and aligning collaborative interests, thereby creating greater opportunities for the City to move forward into the future. This proposed ordinance revision addresses the changes approved by Council in 2019, and makes additional job description and job position changes that are in line with the reorganization. This was reviewed by the Administrative Committee on July 12, 2021 and recommended for approval.

The Titles and Chapters that are impacted by the new reorganization model and are incorporated in the proposed ordinance are as follows:

Title 1, Chapter 1
Title 2, Chapters 3, 9, 11, 12, 13, and new chapter 14
Title 3, Chapters 11 and 14
Title 4, Chapters 1, 3, 5, and 7
Title 5, Chapters 1, 3, 11, 12, 13, 15, 16 17, and 18
Title 6, Chapters 1 and 2
Title 7, Chapters 9 and 11
Title 10, Chapters 14 and 17

PROPOSED ACTIONS: Review the proposed draft ordinance and approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

7. Recommendation to Declare Certain Past Due Utility Bills Uncollectable and Reinstate Collection Policies (ACTION ITEM) - Gary J. Riedner

In April, 2020, in response to the COVID-19 pandemic, the City suspended certain past-due utility billing collection practices, including assessing of late fees and water shut-off procedures. These practices were suspended to provide relief to utility billing customers who were suffering financial hardship because of the effects of the pandemic. In the interim since April 2020, the City has implemented new enterprise-wide financial software, and on February 16, 2021 the City Council adopted Resolution 2021-01, which implemented a revised utility billing procedure, which placed the responsibility for payment of utility bills on the owner of the property being served by the utility. This revised utility billing procedure was implemented for the March, 2021 billing cycle.

Staff is requesting authorization to declare past due utility bills for billing periods prior to the March, 2021 billing cycle as uncollectable, as described in the attached memo from the City Supervisor. Declaring such past-due utility bills uncollectable provides relief to some utility customers from the effects of the pandemic. Staff is also requesting authorization to return to the practices of assessing late fees and shut-off procedures to assist in collection of past-due utility bills. This was reviewed by the Public Works/Finance Committee on July 12, 2021 and recommended for approval.

PROPOSED ACTIONS: Authorize declaring past due utility bills for billing periods prior to the March, 2021 billing cycle as uncollectable, as described in the attached memo from the City Supervisor, and to return to the practices of assessing late fees and shut-off procedures to assist in collection of past-due utility bills, or take such other action deemed appropriate.

REPORTS

City Council

Mayor

Staff

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~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Tuesday, July 6, 2021 **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, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala
STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, Megan Cherry, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE
Laflin led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council June 21, 2021 Minutes - Laurie M. Hopkins

B. Parks Staffing Proposal - Gary J. Riedner

Increased services levels and a lack of available staff has led to a historical review of Parks service and staffing. Research shows that as service hours required for City of Moscow Parks Properties has increased, staffing levels have decreased. This review highlights the need to shift from relying on seasonal staff to adding full-time staff to meet current Parks properties service demands. It is proposed to add two additional full-time Parks Maintenance Workers while reducing the number of seasonal hours relied upon to meet the current needs for all parks. This would result in an estimated increase in full-time wages for Parks of $98,342 with a reduction in part-time wages for Parks of $94,454 (FY20 budget of $186,680 to proposed FY22 budget of $92,226). This shift will provide for the appropriate staffing level to meet the needs of the existing Parks Facilities in Moscow, appropriately meeting the service needs of the City. This item was reviewed by Public Works/Finance Committee on June 28, 2021 and recommended for approval.

ACTION: Approve the proposed staffing adjustment.

C. Sanitation Rate Study Proposal - Tim Davis

The Sanitation Department has initiated discussions with FCS Group, Redmond Washington, to develop a scope of work to perform a cost of service rate study update. The methodology and policies established in the 2012 Sanitation comprehensive rate study and 2016 Sanitation rate study update will be used to inform this update. This rate study update will evaluate the sanitation system in total along with standalone evaluations of the collection system and solid waste processing system. This update is driven by the upcoming disposal contract negotiations set for 2022-2023 between the City of Moscow and Latah County, the cities of Bovill, Deary, Genesee, Juliaetta, Kendrick, Potlatch and Troy. It will also allow the City to recalibrate the sanitation rates with information from some of the newer programs, such as roll cart collection and single stream recycling that were initiated after the initial rate study to evaluate if the cost of service has shifted from past rate study findings. Staff will form a Citizen Rate Study Committee, made up from a range of different customer classes, to review the rate study processes and findings. Staff has

DRAFT

requested that the rate study update be completed by November 1, 2021. FCS Group will provide both a draft and final report to the City upon conclusion of the study. FCS will also prepare materials for and facilitate presentations to the Citizen Rate Committee and City Council on study assumptions, methodology, results and recommendations. The estimated budget from FCS Group to perform the rate study update is $42,485. This item was reviewed by Public Works/Finance Committee on June 28, 2021 and recommended for approval.

ACTION: Approve the professional services agreement with FCS Group to perform the cost of service rate study update.

D. Amendment to Joint Operating Agreement for the Pullman/Moscow Regional Airport – Gary J. Riedner

City Staff is recommending an amendment to the Joint Operating Agreement for the Pullman-Moscow Regional Airport that was executed on July 22, 2014. Upon further review of the Agreement and the requirements listed in I.C. 67-2328, the duration of this type of agreement must be specified. Previously, all joint operating agreements have been in perpetuity and provide for a method for either party to terminate the agreement should either party deem appropriate. This proposed amendment is to provide for the inclusion of the duration, "in perpetuity". No other terms of the agreement are being modified. This item was reviewed by Public Works/Finance Committee on June 28, 2021 and recommended for approval.

ACTION: Approve the amendment of the Joint Operating Agreement for the Pullman-Moscow Regional Airport.

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

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

None offered.

3. Mayors Appointments (ACTION ITEM)

None offered.

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

Erin Bacon (Moscow) reported on the Kids Safety Fair which was again cancelled but they were able to distribute a total of 509 helmets to the local schools. She thanked everyone who supported the delivery of bike helmets and they look forward to hosting the fair in 2022. Mayor Lambert thanked Erin.

Will Stokes (Moscow) wanted to be sure the fiber project to the outlying areas was still progressing. He has found it difficult to find who is assisting with the project at the City level. Latah County is finishing their paperwork and he hopes to have the project completed by the end of the year.

Dan Schoenberg (Moscow) suggested reviewing the recycling program during the upcoming sanitation study. Many multifamily properties can't have recycling yet are charged the mandatory fee of $5.00. He is aware of previous discussions regarding a dumpster for multi-family but apparently Moscow doesn't have the equipment for it. He asked the Council to respect taxes and service fees and in reviewing the budget, ask if it is fair and just and necessary.

5. Citizen Commission Report - James Fry / Ken Faunce

Ken Faunce, Chair of the Human Rights Commission provided membership and projects including the Great Moscow Food Drive, Indigenous People Day, MLK Human Rights Breakfast and tabling at the Market. Social justice forum topics included "Strengthening Relationships with the Community and Law Enforcement", "Addressing Systematic Biases Regarding Race and Ethnicity", "A Mental Health

DRAFT

Discussion", and "Restorative Justice: Healing Individuals and Their Communities". The Inclusive Community Month theme was Intersectionality. The Commission discussed bias reporting and Bautista confirmed a report can be anonymous.

6. Sale of Current Police Station to University of Idaho (ACTION ITEM) - Gary J. Riedner

On May 21, 2019, citizens of Moscow approved the City of Moscow's proposal to issue municipal bonds to construct a new police services facility, remodel the current police facility for use as an office building, and make minor improvements to the Paul Mann Building located to the west of City Hall. On Jun. 15, 2020, the City of Moscow purchased the Haddock Building, located at the southeast corner of Washington and Fifth Street, from Gritman Medical Park, LLC, for the price of $875,00. The purchase of the Haddock Building includes off street parking and represents significant savings over the estimated remodel costs of the current police facility. With the purchase of the Haddock Building, City Council expressed interest in selling the existing police facility since it would no longer serve the needs of the City, and was approached by representatives of the University of Idaho.

Idaho Code Title 50, Municipal Corporations, Chapter 14, Conveyance of Property, allows a city to convey real property to another governmental entity without the requirement of holding an auction if the City Council determines it is in the city's best interest to convey the property. The University of Idaho, which qualifies as a tax supported governmental unit per the requirements of I.C. 50-1403(4), has transmitted a letter of intent to the City of Moscow, noting an interest to purchase the property.

In order to convey City-owned real property, the City must declare its intent to sell or exchange the property, state the value or minimum price for the property, or an explanation of the intended exchange for other than monetary consideration. After meeting these requirements in a public meeting, the City Clerk shall publish a summary of the action in the official newspaper of the City (Moscow-Pullman Daily News), and provide notice of a public hearing to take place no earlier than fourteen (14) days prior the date of the public hearing.

The soon-to-be-vacated Moscow Police Station facility located at 118 E Fourth Street, is approximately 9,000 sq. ft. in size and has an appraised value of $975,000. The appraisal was conducted by Gem Valley Appraisals, Inc. in March, 2021.

This was reviewed by Public Works/Finance Committee on June 28, 2021 and recommended to proceed to City Council.

PROPOSED ACTIONS: Declare the City Council's intent to convey the Moscow Police Station facility located at 118 E Fourth Street to the University of Idaho for the appraised value of $975,000 and direct the City Clerk to publish a summary of such action in the Moscow-Pullman Daily News and to schedule a public hearing for August 2, 2021; or provide staff further direction.

Riedner introduced the item as written above.

Toni Broyles (University of Idaho Strategic Initiatives) said they have been looking for a location for the Pritchett for quite a few years as they are renting the current location. Upon inspection they feel it is a perfect fit for an art gallery and would like to include a Vandal Store on the highway side. The idea is for the store to include other local items as well and showcase the faculty and students. With a Vandal Store along the highway, there is more visibility which creates recruitment. Broyles said they reviewing previous remodel plans the City had and hope to restore the exterior and look at the possibility at a corner entrance.

Riedner explained the bond described the buildings but was worded to say "general facilities" so that it included flexibility if needed. There is no legal issue with purchasing another building if it makes fiscal sense. Prior to the bond passing, no one came forward with an opinion in regards to the 4th St building. Riedner explained the differing costs and said the decisions saved the tax payors money and delivered what was in the bond. Sullivan added that by selling the 4th St building frees up parking for general use.

DRAFT

Riedner further explained conveying to the U of I was about being good stewards of public funds, not about whether the property would remain tax exempt or not. Removing the Police Station from downtown will not reduce services downtown. Police are on patrol all day and night and bike officers are mainly downtown and campus. Although the purchase of the Haddock building was purchased rapidly, it was done in public meetings and reported in the paper. Should the U of I deviate from an art gallery and Vandal store, the same Central Business zoning laws would apply. Zoning is about property use, not property ownership.

Taruscio encouraged public outreach as the public hearing approaches such as a timeline and changes between what buildings were stated in the bond and what actually transpired.

Bettge moved and Kelly seconded to declare the City Council's intent to convey the Moscow Police Station facility located at 118 E Fourth Street to the University of Idaho for the appraised value of $975,000 and direct the City Clerk to publish a summary of such action in the Moscow-Pullman Daily News and to schedule a public hearing for August 2, 2021. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Moscow Tree Commission – Zabala said the Commission discussed participation in P&R classes such as fall planting and landscaping; Harvest Park policies such as regulation of dogs in the park; Moscow Heritage Tree program to recognize special and significant trees in the City.

1912 Center Development Committee – Kelly said the second floor renovations are complete and encouraged tours.

Parks and Recreation Commission – Taruscio said there was an update on the pool and the Commission is starting on strategic planning.

Mayor

The Mayor said the Airport Board meeting takes place tomorrow. The Mayors Golf Tournament is scheduled for August 13 and proceeds go to the Moscow Food Bank.

Staff

Riedner announced he submitted a letter of retirement and his last day will be January 7, 2022 after 30 years of service.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 8:10 p.m.

_____

Bill Lambert, Mayor

ATTEST:

_____

Laurie M. Hopkins, City Clerk

DRAFT

CITY COUNCIL STAFF REPORT

DATE: Monday, July 19, 2021

AGENDA ITEM TITLE

Disbursement Report June 2021 - Sarah Banks

RESPONSIBLE STAFF	REVIEWED BY
Sarah Banks, Finance Director	This was reviewed by the Public Works/Finance Committee on July 12, 2021.

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

DESCRIPTION

Accounts Payable Report for the month ending April 30, 2021. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of $3,488,516.60. The Public Works / Finance Commitee received the report on June 12, 2021 and approved the disbursements as presented.

Payroll	$1,116,513.00
Professional Services	$213,633.00
Sanitation	$310,201.00
Capital Outlay	$885,070.00
Capital Outlay-Improvements	$445,684.00
Capital Outlay-Buildings	$63,409.00
Supplies	$82,191.00
Utilities	$69,531.00
Contractual Payments	$144,318.00
ACH Wells Fargo	$45,732.00
Total	**$3,376,282.00**

STAFF RECOMMENDATION

Receive Disbursements Report for the month of June 2021.

PROPOSED ACTIONS

ACTION: Receive the Disbursements Report for the month of June 2021.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Revenue Report June 2021
2. Disbursement Report June 2021
3. Cash & Investments June 2021

RECEIPTS REPORT FOR JUNE 2021

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	196,220.00	103,941.52	41,103.46	2,865,705.47	140,584.58	12,690.12	26,089.31	36,493.42	565.00	6,873.80	3,430,266.68
105	STREETS	34,054.48	0.00	0.00	0.00	24,581.87	0.00	0.00	1,294.68	0.00	0.00	59,931.03
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	182,840.86	0.00	0.00	-16.50	2,013.00	-60.27	184,777.09
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,340.71	0.00	0.00	0.00	0.00	0.00	0.00	5,340.71
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	1,474.30	0.00	0.00	0.00	0.00	0.00	1,474.30
220	WATER	0.00	0.00	0.00	0.00	628,224.07	0.00	1,021.31	0.00	0.00	0.00	629,245.38
230	SEWER	0.00	0.00	0.00	0.00	623,142.91	0.00	339.94	421.20	0.00	0.00	623,904.05
240	SANITATION	0.00	0.00	0.00	0.00	489,550.82	0.00	0.00	0.00	0.00	0.00	489,550.82
290	FLEET	0.00	0.00	0.00	0.00	84,837.66	0.00	0.00	9.75	0.00	0.00	84,847.41
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	111,976.00	0.00	0.00	0.00	0.00	0.00	111,976.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00	0.00	0.00	45.00
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	0.00	0.00	0.00	1,342.55	80.00	0.00	0.00	1,422.55
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	325.72	0.00	0.00	0.00	325.72
590	BOND & INTEREST	32,226.98	0.00	0.00	0.00	0.00	0.00	49.55	0.00	0.00	0.00	32,276.53
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	**262,501.46**	**103,941.52**	**41,103.46**	**2,871,046.18**	**2,287,213.07**	**12,690.12**	**29,168.38**	**38,327.55**	**2,578.00**	**6,813.53**	**5,655,383.27**

DISBURSEMENTS REPORT FOR JUNE 2021

	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE ACH	ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE		6/3/2021	6/10/2021	6/17/2021	6/24/2021	6/9/2021 6/29/2021	6/18/2021		6/4/2021	6/18/2021	
BATCH #		AP 6.04.2021	AP 6.11.2021	AP 6.18.2021	AP 6.25.2021	7/7/2021 AP 6.09.2021 AP 6.29.2021 AP 7.07.2021	AP 6.18.2021		ID 11 ID12	ID13	
CHECK #'s		98254-98320	98321-98389	98390-98462	98463-98515	June's CC ACHs	June's ACH's		21464-21466	21467-21470	
Fund #											
	ACH for Wells Fargo to be Imported										**0.00**
101	**GENERAL**	101,696.39	35,891.86	6,592.13	16,400.47	9,943.02			340,015.65	338,453.84	**848,993.36**
105	**STREETS**	21,931.21	8,306.48	4,246.32	5,412.76	414.50			28,046.54	28,126.05	**96,483.86**
120	**RECREATION AND CULTURE**	22,110.66	1,513.62	8,128.16	7,814.39	8,058.88			50,247.02	66,904.22	**164,776.95**
121	**MSD COMM. PLAY FIELDS**		353.74	2,035.00		545.20			1,963.16	2,021.51	**6,918.61**
123	**1912 CENTER**		7,916.67								**7,916.67**
128	**TRANSIT CENTER**	83.79	982.61								**1,066.40**
220	**WATER**	29,653.77	69,477.00	10,802.70	11,524.84	3,904.11			45,336.11	46,214.96	**216,913.49**
230	**SEWER**	67,596.08	65,170.14	25,526.48	18,485.90	4,414.81	17,914.08		46,145.05	47,071.89	**292,324.43**
240	**SANITATION**	97,841.22	45,459.99	284.34	63.74	35.00	194,773.93		5,516.80	5,615.04	**349,590.06**
290	**FLEET**	6,851.62	1,463.04	3,343.80	305.13	1,222.84			11,869.28	11,999.39	**37,055.10**
295	**INFORMATION SYSTEMS**		12,963.70	883.30		17,194.06			20,517.39	20,448.79	**72,007.24**
320	**WATER CAPITAL PROJECTS**		217,521.69	16,575.94	419,550.89						**653,648.52**
330	**SEWER CAPITAL PROJECTS**				227.25						**227.25**
340	**SANITATION CAPITAL PROJ**				3,466.68						**3,466.68**
350	**CAPITAL PROJECTS**	63,408.70	639,080.70		34,638.58						**737,127.98**
355	**LID CONSTRUCTION**										**0.00**
380	**HAMILTON - PARKS & REC**										**0.00**
590	**BONDS & INTEREST**										**0.00**
	TOTAL	**411,173.44**	**1,106,101.24**	**78,418.17**	**517,890.63**	**45,732.42**	**212,688.01**	**0.00**	**549,657.00**	**566,855.69**	**3,488,516.60**

WIRE Transfers:

_____ **Maureen Laflin**

_____ **Anne Zabala**

_____ **Art Bettge**

_____ **Sarah L. Banks, Finance Director**

0 890 895 900 941 945

City of Moscow
Cash and Investments
Balances as of 6/30/2021

Fund		Year to Date Balance
General Fund	$	10,513,687.57
Street Fund	$	1,994,945.64
Culture & Recreation	$	1,585,800.55
MSDCPF	$	183,462.01
1912 Fund	$	60,294.01
Transit Center	$	99,684.49
Water Fund	$	2,248,885.79
Sewer / WRRF	$	3,898,741.17
Sanitation Fund	$	2,988,260.02
Fleet Fund	$	4,788,215.77
Information Systems	$	2,724,499.33
Water Capital	$	5,829,042.22
Sewer Capital	$	15,008,055.37
Capital Projects	$	7,606,433.11
Sanitation Capital	$	6,646,401.15
LID construction	$	26,553.75
Hamilton	$	2,101,539.87
Bond & Interest	$	732,108.15
LID Funds	$	35,772.39
Payroll Service	$	995,181.46
Total Cash & Investments	**$**	**70,067,563.82**

CITY COUNCIL STAFF REPORT

DATE: Monday, July 19, 2021

AGENDA ITEM TITLE

Third Quarter Financial Report April 1, 2021 to June 30, 2021 for FY2021 - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The financial report for the third quarter of Fiscal Year 2021 (April 1, 2021 to June 31, 2021) was presented to the Public Works / Finance Committee on July 12, 2021 and recommended for approval.

STAFF RECOMMENDATION

Approve the FY2021 Third Quarter Report.

PROPOSED ACTIONS

ACTION: Approve the FY2021 Third Quarter Report.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Council 3rd Qtr Financials FY21

City of Moscow

QUARTERLY FINANCIAL REPORT

Budget For Fiscal Year Ending 9/30/2021

SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

Fund	Original Budget	Final Budget	June-21 YTD	Percent of Year 75% Budget to Actual To Date
General Fund Revenues	16,942,594	16,942,594	16,432,616	96.99%
Salaries & Benefits	9,089,595	9,089,595	6,152,853	67.69%
Operations	3,966,954	3,966,954	2,657,191	66.98%
Capital Outlay	0	0	18,775	0.00%
Transfers	3,886,045	3,886,045	3,046,192	78.39%
Total General Fund Expenditures	16,942,594	16,942,594	11,875,011	70.09%
Street Department Revenues	2,956,724	2,956,724	2,333,349	78.92%
Salaries & Benefits	925,850	925,850	523,507	56.54%
Operations	1,080,404	1,080,404	664,282	61.48%
Capital Outlay	0	0	0	0.00%
Transfers	950,470	950,470	715,378	75.27%
Total Street Fund Expenditures	2,956,724	2,956,724	1,903,167	64.37%
Recreation & Culture Revenues	3,331,880	3,331,880	2,320,211	69.64%
Salaries & Benefits	2,132,838	2,132,838	1,056,145	49.52%
Operations	1,175,242	1,175,242	573,842	48.83%
Capital Outlay	0	0	0	0.00%
Debt Service	0	0	0	0.00%
Transfers	23,800	23,800	23,800	100.00%
Total Parks & Rec Expenditures	3,331,880	3,331,880	1,653,787	49.64%
MSD Community Playfields Revenues	148,282	148,282	96,134	64.83%
Salaries & Benefits	73,078	73,078	42,376	57.99%
Operations	71,193	71,193	28,392	39.88%
Transfers	4,011	4,011	4,011	100.00%
Total MSD Community Playfields	148,282	148,282	74,779	50.43%
1912 Center Revenues	106,100	106,100	79,577	75.00%
Operations	106,100	106,100	71,396	67.29%
Capital Outlay	0	0	0	0.00%
Total 1912 Center Expenditures	106,100	106,100	71,396	67.29%
Transit Center Revenues	29,626	29,626	34,465	116.33%
Operations	29,626	29,626	14,652	49.46%
Total Transit Center Fund	29,626	29,626	14,652	49.46%
Water Fund Revenues	6,912,676	6,912,676	4,530,725	65.54%
Salaries & Benefits	1,401,007	1,401,007	897,290	64.05%
Operations	1,872,883	1,872,883	1,092,305	58.32%
Capital Outlay	90,000	90,000	86,991	96.66%
Debt Service	0	0	230,017	0.00%
Transfers	3,548,786	3,548,786	2,683,844	75.63%
Total Water Fund Expenditures	6,912,676	6,912,676	4,990,447	72.19%
Sewer Fund Revenues	9,296,006	9,296,006	6,337,694	68.18%
Salaries & Benefits	1,286,701	1,286,701	867,723	67.44%
Operations	2,372,961	2,372,961	1,410,672	59.45%

Capital Outlay	160,000	160,000	107,800	67.38%
Debt Service	1,113,346	1,113,346	1,051,598	94.45%
Transfers	4,362,998	4,362,998	3,272,678	75.01%
Total Sewer Fund Expenditures	9,296,006	9,296,006	6,710,470	72.19%
Sanitation Fund Revenues	6,377,084	6,377,084	4,639,017	72.75%
Salaries & Benefits	159,975	159,975	101,452	63.42%
Operations	4,785,178	4,785,178	3,091,920	64.61%
Capital Outlay	0	0	20,516	0.00%
Transfers	1,431,931	1,431,931	1,073,950	75.00%
Total Sanitation Fund	6,377,084	6,377,084	4,287,838	67.24%
Fleet Management Revenues	2,829,415	2,829,415	1,082,399	38.26%
Salaries & Benefits	326,450	326,450	218,636	66.97%
Operations	2,146,765	2,146,765	251,242	11.70%
Capital Outlay	343,800	343,800	143,448	41.72%
Debt Service	11,200	11,200	2,659	23.74%
Transfers	1,200	1,200	1,200	100.00%
Total Fleet Management Expenditures	2,829,415	2,829,415	617,185	21.81%
Information Systems	1,690,912	1,690,912	1,314,241	77.72%
Salaries & Benefits	559,374	559,374	369,902	66.13%
Operations	985,038	985,038	678,668	68.90%
Capital Outlay	146,500	146,500	131,784	89.96%
Transfers	0	0	0	0.00%
Total Information Systems Expenditures	1,690,912	1,690,912	1,180,354	69.81%
Revenue for Miscellaneous Funds				
Water Construction Fund	12,219,947	12,219,947	1,310,751	10.73%
Sewer Construction Fund	14,548,202	14,548,202	2,083,603	14.32%
Sanitation Construciton Fund	6,662,522	6,662,522	313,991	4.71%
Capital Projects Fund	10,750,618	10,750,618	1,160,374	10.79%
LID Construction Fund	29,166	29,166	114	0.39%
Hamilton P & R	227,700	227,700	4,994	2.19%
Bond & Interest Debt Service Fund	1,047,400	1,047,400	522,389	49.87%
LID Bonded Debt Service Fund	26,659	26,659	1,534	5.75%
Total Miscellaneous Fund Revenue	45,512,214	45,512,214	5,397,750	11.86%
Expenses for Miscellaneous Funds				
Water Construction Fund	12,219,947	12,219,947	3,105,255	25.41%
Sewer Construction Fund	14,548,202	14,548,202	25,240	0.17%
Sanitation Construciton Fund	6,662,522	6,662,522	3,467	0.05%
Capital Projects Fund	10,750,618	10,750,618	4,813,227	44.77%
LID Construction Fund	29,166	29,166	0	0.00%
Hamilton P & R	227,700	227,700	219,702	96.49%
Bond & Interest Debt Service Fund	1,047,400	1,047,400	118,090	11.27%
LID Bonded Debt Service Fund	26,659	26,659	0	0.00%
Total Miscellaneous Fund Expenses	45,512,214	45,512,214	8,284,980	18.20%
Total City Revenue (1)	96,133,513	96,133,513	44,598,178	46.39%
Total City Expenses	96,133,513	96,133,513	41,664,069	43.34%

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, July 19, 2021

AGENDA ITEM TITLE

Indian Hills Eighth Stormwater Utility Easement Vacation - Bob Buvel

RESPONSIBLE STAFF

Bob Buvel

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

DESCRIPTION

In 2010 The Indian Hills Trading Company, LLC granted a stormwater utility easement necessary to convey stormwater running off the Indian Hills Eighth Development through what would later become the Indian Hills Ninth development. The easement gave the City of Moscow rights to own and maintain a temporary detention pond on what is now the site for the new police station and swale leading to stormwater infrastructure in Palouse River Drive. Storm sewer built in Myrtle Street with Indian Hills Ninth, Phase Two, diverted storm water from the temporary pond to a permanent pond near the intersection of Myrtle Street and Palouse River Drive. The temporary pond has been removed and this easement is no longer necessary. This vacation releases the City of Moscow rights associated with said easement. This item was reviewed and recommended for approval by the Public Works Finance Committee on July 12, 2021.

STAFF RECOMMENDATION

Approve the Indian Hills Eighth Stormwater Utility Easement Vacation.

PROPOSED ACTIONS

ACTION: Approve the Indian Hills Eighth Stormwater Utility Easement Vacation.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Indian Hills Stormwater Easement Vacation_final

VACATION OF PERMENANT PUBLIC UTILITY EASEMENT

THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AND THE GRANTEE OF THE RIGHT OF PERMANENT UTILITY EASEMENT DESCRIBED HEREIN DOES FOREVER RELEASE, WAIVE, VACATE AND TERMINATE ITS RIGHT OF PERMANENT UTLITY EASEMENT OVER, UNDER. ACROSS AND ALONG A PORTION OF INDIAN HILLS NINTH ADDITION LOCATED WITHIN THE CITY OF MOSCOW; PROVIDING THAT TITLE TO SAID PUBLIC UTILITY EASEMENT SHALL VEST WITH THE OWNER OF THE PROPERTY AS SPECIFIED HEREIN:

An easement situated in Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, being described in Instrument No. 537584 on file with the Recorder's office of said Latah County, as shown on the attached Exhibit 'A', and being more particularly described as follows:

> Commencing at the southwest corner of said Section 17, said point being a brass cap monument; thence S89°30'24"E 164.74 feet along the south line of said Section 17; thence leaving said south line, N00°29'36"E 30.00 feet to a point on the north right-of-way line of Palouse River Drive and the TRUE POINT OF BEGINNING; thence N48°21'34"E 144.98 feet; thence N10º16'15"W 91.79 feet; thence N03º35'17"W 103.90 feet; thence N04º12'52"W 107.36 feet; thence N17º45'03"E 60.83 feet; thence N45º08'30"E 32.07 feet; thence N01º00'54"W 203.82 feet parallel with and 10 feet westerly of the west right-of-way line of Myrtle Street; thence northerly 142.99 feet, along said 10 foot offset, along a curve to the right with a central angle of 15º10'16", a radius of 540.00 feet, and a chord length of 142.57 feet bearing N06º34'14"E to a point on the southerly line of an existing easement recorded as Instrument No. 524634, records of said Latah County; thence S78º24'02"E 10.01 feet along said southerly line to a point on said westerly right-of-way line of Myrtle Street; thence southerly 140.78 feet along said right-of-way line along a curve to the left with a central angle of 15º13'10", a radius of 530.00 feet and a chord length of 140.37 feet bearing S06º35'41"W; thence S01º00'54"E 221.94 feet along said right-of-way line; thence leaving said right-of-way line, S45º08'30"W 21.85 feet; thence S17º45'03"W 52.07 feet; thence S04º12'52"E 103.58 feet; thence S03º35'17"E 102.84 feet; thence S10º16'15"E 101.85 feet; thence S48º21'34"W 134.10 feet to a point on the north right-of-way line of Palouse River Drive; thence N89º30'24"W 29.81 feet along said right-of-way line to the TRUE POINT OF BEGINNING. Said Easement contains 14,120 square feet (0.32 acres) more or less.

WHEREAS said vacation of easement shall include any right to enter thereon.

WHEREAS vacation of easement described herein shall not include existing franchise rights and utilities or existing public utilities as of the effective date of this vacation.

WHEREAS Council finds it expedient for the public good and deems it to be in the public interest and of the underlying properties that the property described herein at the time of vacation be vacated to Indian Hills Trading Company, LLC.

EFFECTIVE DATE. This vacation shall be effective upon its passage and approval.

PASSED AND APPROVED by the Mayor and City Council and APPROVED the _____day of July, 2021.

CITY OF MOSCOW

_____
Bill Lambert, Mayor

CERTIFICATION. I hereby certify that the above is a true copy of a Vacation of Public Utility Easement passed at a regular meeting of the City Council, City of Moscow, held on _____ _____, 2021.

ATTEST

_____
Laurie Hopkins, City Clerk

Exhibit A

537584

PERMANENT PUBLIC UTILITY EASEMENT

INDIAN HILLS TRADING COMPANY, L.L.C., an Idaho Limited Liability Company, whose current address is P.O. Box 106 Ritzville, Washington 99169, GRANTOR, owner of real property affected hereby, in consideration of one dollar and other valuable consideration in hand paid, does hereby grant the CITY OF MOSCOW, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843, GRANTEE, and its agents and assigns, a non-exclusive permanent easement and right-of-way in which to construct and maintain public utilities, including the right to enter upon, occupy and use property located in the City of Moscow, Latah County, Idaho, to wit:

An easement situated in Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, being a portion of the Indian Hills Trading Co. LLC tract described in Deed No. 513549 on file with the Recorder's office of said Latah County, as shown on the attached Exhibit 'A', and being more particularly described as follows:

> Commencing at the southwest corner of said Section 17, said point being a brass cap monument; thence S89°30'24"E 164.74 feet along the south line of said Section 17; thence leaving said south line, N00°29'36"E 30.00 feet to a point on the north right-of-way line of Palouse River Drive and the TRUE POINT OF BEGINNING; thence N48°21'34"E 144.98 feet; thence N10°16'15"W 91.79 feet; thence N03°35'17"W 103.90 feet; thence N04°12'52"W 107.36 feet; thence N17°45'03"E 60.83 feet; thence N45°08'30"E 32.07 feet; thence N01°00'54"W 203.82 feet parallel with and 10 feet westerly of the west right-of-way line of Myrtle Street; thence northerly 142.99 feet, along said 10 foot offset, along a curve to the right with a central angle of 15°10'16", a radius of 540.00 feet, and a chord length of 142.57 feet bearing N06°34'14"E to a point on the southerly line of an existing easement recorded as Instrument No. 524634, records of said Latah County; thence S78°24'02"E 10.01 feet along said southerly line to a point on said westerly right-of-way line of Myrtle Street; thence southerly 140.78 feet along said right-of-way line along a curve to the left with a central angle of 15°13'10", a radius of 530.00 feet and a chord length of 140.37 feet bearing S06°35'41"W; thence S01°00'54"E 221.94 feet along said right-of-way line; thence leaving said right-of-way line, S45°08'30"W 21.85 feet; thence S17°45'03"W 52.07 feet; thence S04°12'52"E 103.58 feet; thence S03°35'17"E 102.84 feet; thence S10°16'15"E 101.85 feet; thence S48°21'34"W 134.10 feet to a point on the north right-of-way line of Palouse River Drive; thence N89°30'24"W 29.81 feet along said right-of-way line to the TRUE POINT OF BEGINNING. Said Easement contains 14,120 square feet (0.32 acres) more or less.

GRANTOR, their successors and assigns, reserve the right to improve said easement area as long as such improvement shall not unreasonably interfere with the construction, operation, maintenance, repair and/or reconstruction of the public utilities. GRANTOR agrees that they and their heirs or assigns will not build or place any new encroachment thereon which will unreasonably interfere with the right of the GRANTEE.

GRANTEE, its agents or transferees, shall have the right to perform any maintenance it may deem necessary or wish to exercise in connection with the aforesaid utilities. Upon

exercising these rights, GRANTEE shall restore the property to its prior condition. GRANTEE is granted the aforementioned rights, together with the rights and privileges of ingress and egress to and from said property for the above stated purposes.

It is expressly intended that the rights, burdens and restrictions contained in this Easement shall run with the land and shall bind GRANTOR AND GRANTEE, their heirs and assigns until such time this Easement is vacated by GRANTEE.

IN WITNESS WHEREOF, GRANTORS have hereunto set their hand and seal this 9th day of June, 2010.

GRANTOR:

INDIAN HILLS TRADING COMPANY, L.L.C.

Sally Powers, Manager

by: Sally Powers, Managing Member

ACKNOWLEDGEMENT

STATE OF Washington)
) ss
County of Adams)

On this 9th day of June, 2010, before me, the undersigned, a Notary in and for said State, personally appeared Sally Powers, known to me to be the managing member of Indian Hills Trading Company, L.L.C. whose name is subscribed to the foregoing and acknowledged to me she executed the same as the duly authorized representative of Indian Hills Trading Company, L.L.C.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein above written.

Stacey L. Schoessler

NOTARY PUBLIC for Stacey L. Schoessler

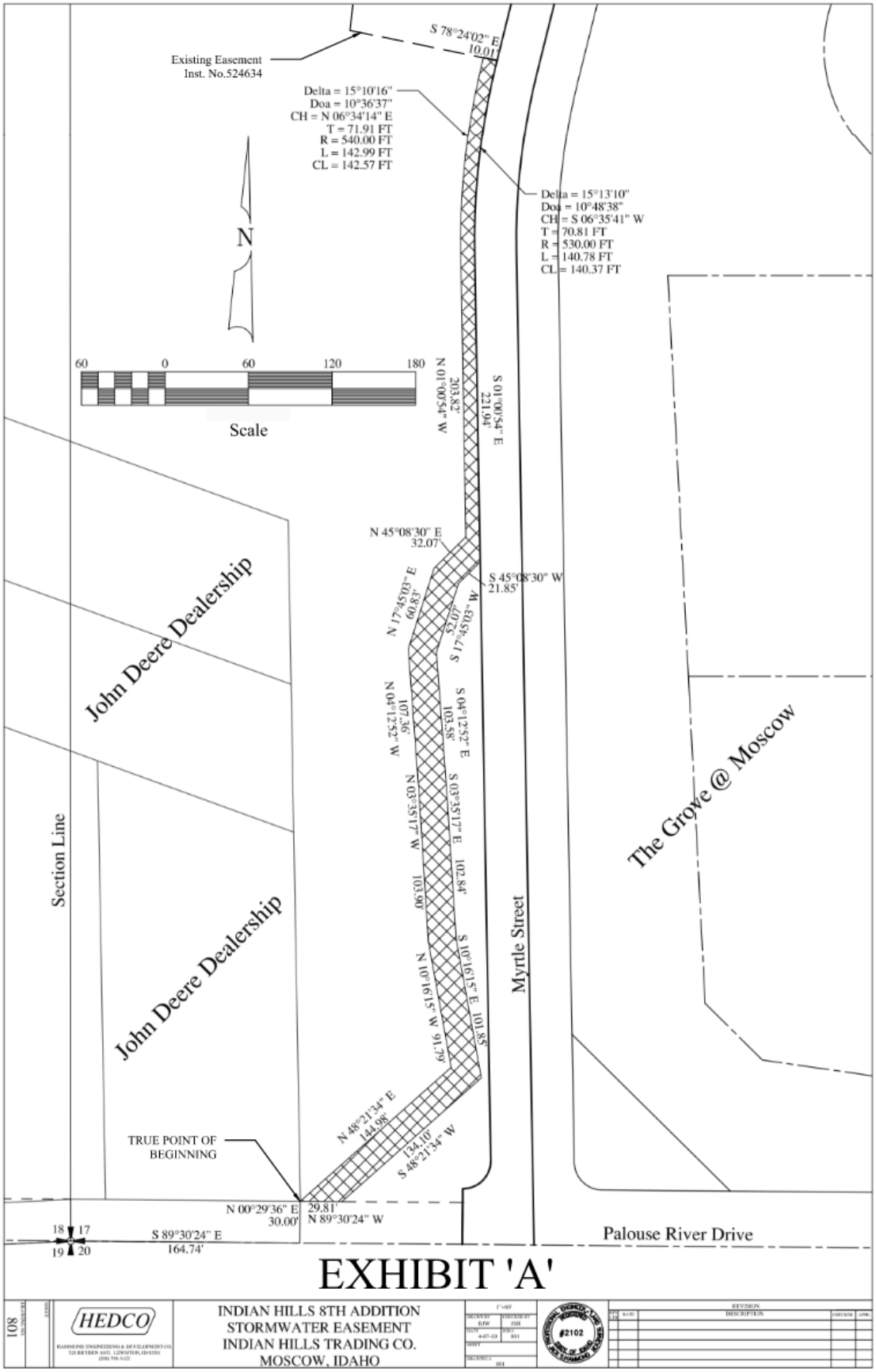
Residing at Ritzville

My Commission Expires: 7/14/12

Notary Public
State of Washington
STACEY L. SCHOESSLER
MY COMMISSION EXPIRES
July 14, 2012

PERMANENT PUBLIC UTILITY EASEMENT

Page 2 of 2


S 78°24'02" E
10.01'
Existing Easement
Inst. No.524634
Delta = 15°10'16"
Doa = 10°36'37"
CH = N 06°34'14" E
T = 71.91 FT
R = 540.00 FT
L = 142.99 FT
CL = 142.57 FT
Delta = 15°13'10"
Doa = 10°48'38"
CH = S 06°35'41" W
T = 70.81 FT
R = 530.00 FT
L = 140.78 FT
CL = 140.37 FT
N
60 0 60 120 180
Scale
N 01°00'54" W
203.82'
S 01°00'54" E
221.94'
N 45°08'30" E
32.07'
S 45°08'30" W
21.85'
N 17°45'03" E
60.83'
S 17°45'03" W
32.07'
N 04°12'52" W
107.36'
S 04°12'52" E
103.58'
N 03°35'17" W
103.60'
S 03°35'17" E
102.84'
N 10°16'15" W 91.79'
S 10°16'15" E
101.85'
N 48°21'34" E
144.98'
S 48°21'34" W
134.10'
TRUE POINT OF
BEGINNING
N 00°29'36" E
30.00'
29.81'
N 89°30'24" W
S 89°30'24" E
164.74'
18 17
19 20
John Deere Dealership
John Deere Dealership
Section Line
Myrtle Street
The Grove @ Moscow
Palouse River Drive
EXHIBIT 'A'
HEDCO
INDIAN HILLS 8TH ADDITION
STORMWATER EASEMENT
INDIAN HILLS TRADING CO.
MOSCOW, IDAHO
#2102
REVISION
DESCRIPTION

CITY COUNCIL STAFF REPORT

DATE: Monday, July 19, 2021

AGENDA ITEM TITLE

State/Local Agreement – Construction – 3rd Street Safety Improvements Phase 1 and 2 - Nate Suhr / Alisa Anderson

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Nate Suhr, Senior Engineering Technician

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

Moscow Urban Renewal Agency

DESCRIPTION

The City applied for grants in 2017 and 2018 and was awarded both through the Local Highway Technical Assistance Council (LHTAC) under the Local Highway Safety Improvement Program (LHSIP) which is managed by LHTAC on behalf of the Idaho Transportation Department (ITD). This program is federally funded and is aimed at reducing Fatal and Serious Injury crashes on roadway systems. LHSIP funds can be used for a variety of safety related projects that reduce the amount of crashes in a single or systemic area that is based on improving safety in the proposed project area. The combined projects are located on Third Street (aka Hwy. 8) Lieuallen Street to 150' east of Lilly (Phase 1) to Jackson Street (aka US Hwy. 95) Phase 2. The project will remove and replace concrete sidewalk, upgrade ADA pedestrian ramps, install curb and gutter while eliminating unused existing driveway, and include installation of LED luminaires to increase night-time visibility.

The City has been awarded $419,986 in federal funds for Phase 1 construction requiring a match of $280,474 with total project costs estimated at $496,423; in addition to a Phase 2 award of $335,410 in federal funds requiring a match of $22,199 with total project costs estimated at $361,688. Phase 1 and 2 combined total federal grant funding is $1,175,878, city match of $302,673, and total construction project costs of $1,478,551. The Moscow Urban Renewal Agency is contributing $107,750 (included in the City match listed above) to the LHSIP projects to assist with funding for the luminaires as part of their goal to improve infrastructure amenities within the Legacy Crossing District. Staff anticipates the project to be bid late this year with construction planned for spring of 2022. State/Local Agreements and Resolutions for both Phase 1 and Phase 2 are attached to this report. This item was reviewed by the Public Works/Finance Committee on July 12, 2021 and recommended for approval.

STAFF RECOMMENDATION

Approve the State/Local Agreement(s) (Construction) and corresponding Resolution(s), Project Nos. A020(483) Key 20483 and A021(997) Key No. 21997 3rd Street Safety Improvements Phase 1 and 2.

PROPOSED ACTIONS

ACTION: Approve the State/Local Agreement(s) (Construction) and corresponding Resolution(s), Project Nos. A020(483) Key 20483 and A021(997) Key No. 21997 3rd Street Safety Improvements Phase 1 and 2.

FISCAL IMPACT

City matching funds contribution in the amount of $302,673 as approved in Capital Improvement Budget.

PERSONNEL IMPACT

Community Planning and Design Staff - Engineering and Grants

ATTACHMENTS

1. 20483 SLA CN PH1
2. 21997 SLA CN PH2
3. Resolution 2021 - ITD LHSIPCity;3rdStreetSafetyImprovePhase1
4. Resolution 2021 - ITD LHSIPCity;3rdStreetSafetyImprovePhase2

STATE/LOCAL AGREEMENT
(CONSTRUCTION)

PROJECT NO. A020(483)
3RD ST SAFETY IMPROV PH 1, MOSCOW
LATAH COUNTY
KEY NO. 20483

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT,** hereafter called the State, and **CITY OF MOSCOW,** acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested federal participation in the costs of improving pedestrian and bike safety, to consist of replacement of curb, pedestrian ramps and sidewalk, which has been designated as Project No. A020(483). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.

2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313.23 and CFR §635.410.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: *https://apps.itd.idaho.gov/PayITD* .

4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.

5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.

6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated July 17, 2019.

7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.

2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.

3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.

4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.

5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.

6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders, and submit all change orders to the Sponsor for their concurrence. If the Sponsor's share of any change order exceeds $1,000.00, the State will submit a statement to the Sponsor indicating the amount owed by the Sponsor.

7. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

8. Notify the Sponsor when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.

9. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.

10. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the Sponsor summarizing the estimated and actual costs, indicating an adjustment for or against the Sponsor. Any excess funds transmitted by the Sponsor and not

required for the project will be applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

SECTION III. That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of **TWO HUNDRED EIGHTY THOUSAND, FOUR HUNDRED SEVENTY-FOUR DOLLARS ($280,474),** which is the Sponsor's estimated share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I), and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering and the Sponsor's match for the consulting agreement. These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering, inspection and contingencies will be approximately 16.47% of the total construction cost.

2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.

3. Authorize the State to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the Sponsor will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the costs will be increased or the nature of the completed work will be significantly changed.

4. Designate an authorized representative to act on the Sponsor's behalf regarding action on change orders. That authorized representative's name is _____, Phone No. _____.

5. When change orders are submitted by the State for approval pursuant to Section II, Paragraph 6, the Sponsor or its authorized representative shall give approval of same as soon as possible, but no later than ten (10) calendar days after receipt of the change order. If approval is delayed, any claims due to that delay shall be the responsibility of the Sponsor.

6. Upon receipt of any statement referred to in Section II, Paragraphs 6 and 10, indicating an adjustment in cost against the Sponsor, promptly remit to the State a check or warrant in that amount.

7. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.

8. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

EXECUTION

This Agreement is executed for the State by its Highways Construction and Operations Division Administrator, and executed for the Sponsor by the Mayor and Council, attested to by the Clerk, with the imprinted corporate seal of the City of Moscow.

IDAHO TRANSPORTATION DEPARTMENT

_____
Division Administrator
Highways Construction and Operations

ATTEST:

CITY OF MOSCOW

_____
Clerk

_____

(SEAL)

By regular/special meeting
on _____.

cf: 20483 SLA CONST

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No: 20483

Project No: A020(483)
Project Name: 3rd St. Safety Imprv Phase 1
Sponsor: City of Moscow
Description of work: This project will improved pedestrian/bike safety with the replacement of curb, pedestrian ramps and sidewalk along with the installation of additional roadway lighting.

Date of State/Local Agreement for Project Development: 7/17/2019

		FEDERAL	LOCAL
TOTAL ESTIMATED COST OF CONSTRUCTION *Includes E&C*	$670,423		
APPROVED FORCE ACCOUNT WORK	$0		
PLUS PE BY STATE *(from 2101)*	$2,000		
PLUS PL BY LHTAC *(from 2101)*	$20,000		
PLUS PC *(from PC Agreements)*	$54,000		
MINUS ALL NON-PARTICIPATING	$250,000		
PARTICIPATING TOTAL	$496,423		
MATCH PERCENTAGES		92.66%	7.34%
PERCENTAGE AMOUNTS		$459,985.55	$36,437.45
MINUS FEDERAL MAXIMUM		$0	
ADD OVERAGE *(If Any To Local)*		459,986	$0
LOCAL SHARE OF CONSTRUCTION AMOUNT			*$36,437*

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING (From above if work by contract)	$250,000
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE *(from PD Agreement)*	$2,000
MINUS APPROVED FORCE ACCOUNT WORK *(From above)*	$0
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL	$3,964

(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)
(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)
(Amounts must be supported by District Records Inspector Audit)

CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS $280,474

Comments:

Construction Estimate (CN):	$	575,641
Non-Bid Items :	$	-
Contingencies (5%):	$	28,782
Construction Engineering (**CE&I 8.51%**):	$	49,000
Construction Administration (**CL 2.61%**):	$	15,000
Construction Administration (**CE .35%**):	$	2,000
Totals:	$	670,423

PREPARED BY: Heather Parker Date: 6/24/2021

STATE/LOCAL AGREEMENT
(CONSTRUCTION)

PROJECT NO. A021(997)
3RD ST SAFETY IMPROV PH 2, MOSCOW
LATAH COUNTY
KEY NO. 21997

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT,** hereafter called the State, and **CITY OF MOSCOW,** acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested federal participation in the costs of improving pedestrian safety, to consist of replacing sidewalk, upgrading ADA pedestrian ramps, install curb and gutter, install LED streetlights and install thermoplastic crosswalks, which has been designated as Project No. A021(997). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.

2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313.23 and CFR §635.410.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: *https://apps.itd.idaho.gov/PayITD* .

4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.

5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.

6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated July 17, 2019.

7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.

2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.

3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.

4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.

5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.

6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders, and submit all change orders to the Sponsor for their concurrence. If the Sponsor's share of any change order exceeds $1,000.00, the State will submit a statement to the Sponsor indicating the amount owed by the Sponsor.

7. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

8. Notify the Sponsor when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.

9. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.

10. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the Sponsor summarizing the estimated and actual costs, indicating an adjustment for or against the Sponsor.

Any excess funds transmitted by the Sponsor and not required for the project will be applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

SECTION III. That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of **TWENTY TWO THOUSAND, ONE HUNDRED NINETY-NINE DOLLARS ($22,199)**, which is the Sponsor's estimated share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I), and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering and the Sponsor's match for the consulting agreement. These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering, inspection and contingencies will be approximately 29.53% of the total construction cost.

2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.

3. Authorize the State to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the Sponsor will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the costs will be increased or the nature of the completed work will be significantly changed.

4. Designate an authorized representative to act on the Sponsor's behalf regarding action on change orders. That authorized representative's name is _____, Phone No. _____.

5. When change orders are submitted by the State for approval pursuant to Section II, Paragraph 6, the Sponsor or its authorized representative shall give approval of same as soon as possible, but no later than ten (10) calendar days after receipt of the change order. If approval is delayed, any claims due to that delay shall be the responsibility of the Sponsor.

6. Upon receipt of any statement referred to in Section II, Paragraphs 6 and 10, indicating an adjustment in cost against the Sponsor, promptly remit to the State a check or warrant in that amount.

7. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.

8. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

EXECUTION

This Agreement is executed for the State by its Highways Construction and Operations Division Administrator, and executed for the Sponsor by the Mayor and Council, attested to by the Clerk, with the imprinted corporate seal of the City of Moscow.

IDAHO TRANSPORTATION DEPARTMENT

_____
Division Administrator
Highways Construction and Operations

ATTEST:

CITY OF MOSCOW

_____ _____
Clerk

(SEAL)

By regular/special meeting
on _____.

cf: 21997 SLA CONST

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No: 21997

Project No: A021(997)
Project Name: 3rd St. Safety Imprv Phase 2
Sponsor: City of Moscow
Description of work: This project will remove and replace concrete sidewalk, upgrade ADA pedestrian ramps, install curb and gutter, install LED streetlights and install four high visibility thermoplastic crosswalks.

Date of State/Local Agreement for Project Development: 7/17/2019

		FEDERAL	LOCAL
TOTAL ESTIMATED COST OF CONSTRUCTION *Includes E&C*	$316,788		
APPROVED FORCE ACCOUNT WORK	$0		
PLUS PE BY STATE *(from 2101)*	$2,000		
PLUS PL BY LHTAC *(from 2101)*	$10,900		
PLUS PC *(from PC Agreements)*	$32,000		
MINUS ALL NON-PARTICIPATING	$0		
PARTICIPATING TOTAL	$361,688		
MATCH PERCENTAGES		92.66%	7.34%
PERCENTAGE AMOUNTS		$335,140.10	$26,547.90
MINUS FEDERAL MAXIMUM		$0	
ADD OVERAGE *(If Any To Local)*		335,140	$0
LOCAL SHARE OF CONSTRUCTION AMOUNT			*$26,548*

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING (From above if work by contract)	$0
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE *(from PD Agreement)*	$2,000
MINUS APPROVED FORCE ACCOUNT WORK *(From above)*	$0
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL	$2,349

(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)
(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)
(Amounts must be supported by District Records Inspector Audit)

CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS $22,199

Comments:

Construction Estimate (CN):	$	244,560
Non-Bid Items :	$	-
Contingencies (5%):	$	12,228
Construction Engineering (CE&I 17.58%):	$	43,000
Construction Administration (CL 6.13%):	$	15,000
Construction Administration (CE .82%):	$	2,000
Totals:	$	316,788

PREPARED BY: Heather Parker Date: 6/24/2021

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION OF THE 3RD STREET SAFETY IMPROVEMENTS, PHASE 1; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the Idaho Transportation Department (hereinafter "ITD") has submitted State/Local Agreement (Construction) Project No. A020(483), 3rd Street Safety Improvements, Phase 1, Latah County, Key No. 20483 (hereinafter "Agreement") stating obligations of ITD and the City of Moscow (hereinafter "CITY") in the cost of improving pedestrian and bike safety with the replacement of curb, pedestrian ramps and sidewalk along with the installation of additional roadway lighting; and

WHEREAS, Construction is to be performed by a Professional General Contractor. The purpose of the Agreement is to set out the terms and conditions to complete the construction phase; by securing services of a professional general contractor who must follow the process outlined in the ITD Guidelines for Public Agency Projects; and

WHEREAS, ITD is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by ITD involve the expenditure of federal funds as set forth in the Agreement; and

WHEREAS, ITD can only pay for work associated with the State Highway system; and

WHEREAS, CITY is fully responsible for its share of Project costs;

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

That the Agreement for Federal Aid Highway Project A020 (483), to construct the 3rd Street Safety Improvements, Phase 1 is hereby approved;

That the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of City; and

That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

SEVERABILITY. Provisions of this Resolution shall be deemed severable and the invalidity of any provision of this Resolution shall not affect the validity of the remaining provisions.

EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval.

PASSED AND APPROVED by the Mayor and City Council of the City of Moscow, Idaho, this ___ day of July, 2021.

_____
Bill Lambert, Mayor

CERTIFICATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on the _____ day of _____, 2021.

ATTEST:

_____
Laurie M. Hopkins, City Clerk

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION OF THE 3RD STREET SAFETY IMPROVEMENTS, PHASE 2; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the Idaho Transportation Department (hereinafter "ITD") has submitted State/Local Agreement (Construction) Project No. A021(997), 3rd Street Safety Improvements, Phase 2, Latah County, Key No. 21997 (hereinafter "Agreement") stating obligations of ITD and the City of Moscow (hereinafter "CITY") in the cost to remove and replace concrete sidewalk, upgrade ADA pedestrian ramps, install curb and gutter, install LED streetlights and install four high visibility thermoplastic crosswalks; and

WHEREAS, Construction is to be performed by a Professional General Contractor. The purpose of the Agreement is to set out the terms and conditions to complete the construction phase; by securing services of a professional general contractor who must follow the process outlined in the ITD Guidelines for Public Agency Projects; and

WHEREAS, ITD is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by ITD involve the expenditure of federal funds as set forth in the Agreement; and

WHEREAS, ITD can only pay for work associated with the State Highway system; and

WHEREAS, CITY is fully responsible for its share of Project costs;

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

That the Agreement for Federal Aid Highway Project A021 (997), to construct the 3rd Street Safety Improvements, Phase 2 is hereby approved;

That the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of City; and

That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

SEVERABILITY. Provisions of this Resolution shall be deemed severable and the invalidity of any provision of this Resolution shall not affect the validity of the remaining provisions.

EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval.

PASSED AND APPROVED by the Mayor and City Council of the City of Moscow, Idaho, this ___ day of July, 2021.

_____
Bill Lambert, Mayor

CERTIFICATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2021.

ATTEST:

_____
Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, July 19, 2021

AGENDA ITEM TITLE

Community Development Block Grant Contract - Park Improvements - Alisa Anderson / Nate Suhr

RESPONSIBLE STAFF

Nate Suhr, Senior Engineering Technician, Alisa Anderson, Grants Manager

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The City applied for a $225,000 Idaho Community Development Grant (ICDBG) for Public Parks Improvements from the Idaho Department of Commerce (IDOC) on September 21, 2020 and received notice of award for the full amount on November 2, 2020. The request included ADA improvements at both Mountain View Park and Indian Hills Park. The proposed combined projects will create an interconnected system of ADA available parking, pathways, and facilities that will allow full use of both parks for all members of the community. The projects are further described as follows:

The Mountain View Park improvements create an interconnected system of ADA accessible parking, pathways, and facilities that will allow full use of both park areas for all members of the community. These improvements include the installation an ADA-compliant concrete pathway including retaining walls, handrails, and curb ramps connecting the north and south parking lot (designating ADA parking spaces) and the basketball/pickleball courts. The project also includes remodeling of the existing restroom to provide four (4) individual ADA accessible gender-neutral family restrooms.

The Indian Hills Park project includes the installation of an ADA accessible prefabricated concrete gender-neutral family restroom and an ADA compliant parallel parking space. These improvements will create amenities to encourage inclusivity of a wider spectrum of park patrons and to improve accessibility for all community members. The addition of a restroom will allow park patrons to spend more time at the park. The project includes the excavation of soil, installation and connection of sanitary, electrical, and water service lines to the restroom, installation of a five (5) inch thick concrete sidewalk, and the pouring of hot mixed asphalt for the new ADA parking space. Staff anticipates the completion of both park projects in the late fall of 2021. This was reviewed by the Public Works/Finance Committee on July 12, 2021 and recommended for approval.

STAFF RECOMMENDATION

Approve the Community Development Block Grant Contract for the Mountain View Park and Indian Hills Park ADA Access Projects.

PROPOSED ACTIONS

ACTION: Approve the Community Development Block Grant Contract for the Mountain View Park and Indian Hills Park ADA Access Projects.

FISCAL IMPACT

The total project cost is anticipated to be $335,662 to include an Idaho Community Development Block Grant $225,000; Grant Administration of $22,500 and Engineering of $52,000 will total City In-Kind (non-cash match) of $74,500; and City cash match of $36,162 will be funded from Parks Department capital accumulations.

PERSONNEL IMPACT

This project has been designed and will be inspected by City of Moscow Engineering Division personnel. The grant will be administered by the City of Moscow Grants Manager.

ATTACHMENTS

1. ICDBG Parks Grant Contract

IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

CFDA #: 14.228

GRANTEE NAME: City of Moscow

GRANTEE ADDRESS: 206 E. Third Street
PO Box 9203
Moscow, ID 83843

GRANTEE DUNS NO: 958856338 GRANTEE CAGE Code: 4MX5

PROJECT TITLE: Mountain View Park and Indian Hills Park Improvements Project
CONTRACT NO.: ICDBG-20-II-14-PK

This Contract is made pursuant to the Idaho Community Block Grant Program (ICDBG) and is entered into between the Idaho Department of Commerce (DEPARTMENT) and the City of Moscow (GRANTEE).

The DEPARTMENT and GRANTEE hereby agree as follows:

1. **Compliance Requirements:** GRANTEE, sub-recipients, contractors, and subcontractors, receiving ICDBG funds shall comply with 24 CFR, part 570 Community Development Block Grants and applicable subparts as amended; the terms and conditions of Federal Grant Number B-21-DC-16-0001; the procedures in the DEPARTMENT's ICDBG Application Handbook and Grant Administration Manual; and the DEPARTMENT's most current consolidated plan. GRANTEE shall also comply with the federal laws and adopted citizen participation plan as certified to by the chief elected official on the certification page of the GRANTEE's application.

2. **ICDBG Amount:** The maximum amount of ICDBG assistance awarded by this Contract is Two Hundred, Twenty-Five Thousand Dollars ($225,000).

3. **Match:** GRANTEE shall provide One Hundred Ten Thousand, Six Hundred Sixty-Two Dollars ($110,662) in matching funds for the purposes of completing this project. In the event costs exceed the total dollars budgeted for the project, GRANTEE shall be responsible for providing the additional funds needed to complete the project.

4. **The Project:** Attached hereto as Attachment "A" and incorporated herein is the Scope of Work and Project Schedule. At a minimum, Attachment "A" shall consist of the following components:

   a. Construction Scope of Work
   b. Design professional and grant administration
   c. Equal Access Actions
   d. National Objective
   e. State Goal
   f. Schedule

5. **Environmental Standards and Conditional Commitment of Funds:** GRANTEE and not the Sub-recipient hereby assumes responsibility for the completion of an environmental review process under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and related laws, as furthered by HUD regulations contained in 24 CFR part 58 and the ICDBG Grant Administration Manual. Notwithstanding any provision of this Contract, the parties hereto agree and acknowledge that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only after satisfactory completion of the ICDBG's environmental review process under 24 CFR Part 58 and issuance of the DEPARTMENT's Notice of Concurrence. The parties further agree that the payment of any funds by the DEPARTMENT under this Contract is conditioned on the DEPARTMENT's determination, in its sole discretion, to proceed with, modify or cancel the project based on the results of a subsequent environmental review and agreement upon

and implementation of the mitigation measures required by the DEPARTMENT pursuant to Section 6 of this Contract.

6. **Mandatory Mitigation Measures:** The GRANTEE must implement the mitigation measures as identified in Attachment "C".

7. **Sub-recipient Agreements:** Not Applicable.

8. **Additional Assurances:** GRANTEE shall remain fully obligated under this Contract notwithstanding GRANTEE's designation of third parties for the undertaking of all or any part of the Project that is the subject matter of this Contract.

9. **Special Conditions:** Not Applicable.

10. **Relationship of Contracting Parties and Indemnification:** Grantee specifically recognizes and acknowledges that nothing contained in this Agreement shall create, or be deemed to create between GRANTEE and the DEPARTMENT any principal-agent, master-servant, joint venture or employer-employee relationship. GRANTEE is solely responsible for the completion of the project, and agrees to complete the project in accordance with the terms of this Contract.

    GRANTEE shall defend, protect, and hold harmless the Department and the State of Idaho, and all officers, employees, and agents thereof, against all claims, suits or actions arising from any act of omission or commission of GRANTEE or any of its employees, Sub-recipients or agents while performing any work, services, or activities, or providing any materials relating to or in connection with the performance of this Contract.

11. **Period of Performance:** Work on the Project covered by this Contract began on **September 21, 2020** and shall continue as set forth in Attachment "A" until the Project is completed and closed-out. If GRANTEE has not completed the Project and submitted all ICDBG close-out documents within one (1) year from the 100% Construction Complete date as set forth in Attachment "A", all remaining and unexpended ICDBG funds will be retained by the DEPARTMENT.

12. **Project Budget & Payments:** Attached hereto as Attachment "B" and incorporated herein is the Project Budget. GRANTEE shall adhere to the budget as outlined in Attachment "B." ICDBG funds cannot be shifted to new activities or between approved activities without an amendment to both Attachments "A" and "B." The use of ICDBG funds for administrative costs shall not exceed a maximum of 10% of the total ICDBG award.

    GRANTEE may periodically request grant funds up to 100% of the value of work performed for all items in the ICDBG budget, except for the administration and construction line items as provided in the paragraphs below. If the DEPARTMENT is satisfied in its sole discretion with the payment request, the DEPARTMENT may pay the amount requested within thirty (30) days from receipt of the request. GRANTEE shall certify that all work that is billed to the DEPARTMENT is complete at the time of the billing. GRANTEE shall be responsible for any discrepancy or error in billing or documentation.

    Payment for all ICDBG construction funds may be up to 95% of the total ICDBG construction line item as identified in Attachment "B." The remaining 5% of ICDBG construction funds shall be released upon the DEPARTMENT's approval of the GRANTEE's certificate of substantial completion and other close-out documents as determined by the DEPARTMENT.

    The DEPARTMENT shall retain at a minimum 5% of the ICDBG funds budgeted for administration as identified in Attachment "B" until GRANTEE demonstrates to the DEPARTMENT's satisfaction that GRANTEE has met the national objective, achieved certificate of substantial completion, and complied with all ICDBG grant requirements. GRANTEE must submit to the DEPARTMENT all required documentation.

Eligible project costs incurred prior to this Contract's effective date may be approved at the DEPARTMENT's discretion, but only if the environmental review for that activity has been completed.

13. **Remedy for Noncompliance:** If the DEPARTMENT determines in its sole discretion that GRANTEE has failed to comply any term or condition of this Contract, the parties agree that the DEPARTMENT's obligation to make payments under this Contract is suspended until such noncompliant issue or situation is resolved to the mutual satisfaction of both parties.

    A determination of noncompliance by the DEPARTMENT may occur as a result of, but shall not be limited to, the following events:

    a. Project construction is abandoned or unreasonably delayed, or is discontinued for a period of thirty (30) consecutive calendar days, without prior written approval from the DEPARTMENT.
    b. GRANTEE fails to cause Project construction to be completed in accordance with the requirements of this Contract.
    c. The Project is materially damaged or destroyed by fire or other casualty and the loss, in the reasonable judgment of the DEPARTMENT, is not adequately covered by insurance.
    d. The existence of any material or intentional misrepresentations of fact by GRANTEE in any document submitted to the DEPARTMENT in support of the grant or in connection with any of the grant documents.
    e. GRANTEE's failure to furnish to the DEPARTMENT within thirty (30) days and without demand, a true copy of any notice or other document received by or available to GRANTEE disclosing any requirement, deficiency or the violation of any law, regulation or ordinance bearing upon the Project funded by this Contract.
    f. The Project fails to meet ICDBG requirements as defined by the DEPARTMENT.

14. **Contract Amendments:** The DEPARTMENT may amend this Contract on its own initiative or at the request of GRANTEE to reflect changes in the Scope of Work, Project Design or Project Budget. Such changes shall be mutually agreed upon, and evidenced by a written contract amendment. In no case shall the nature or purpose of the project be amended from what was generally described in the application.

15. **Financial and Progress Reports:** GRANTEE shall keep books, records, and accounts of all activities related to this Contract. On each interim request for funds submitted to the DEPARTMENT, GRANTEE shall certify that the information contained in the interim request for funds is true and correct based upon GRANTEE's official accounting records. GRANTEE shall also submit a final financial report that details all costs incurred by budget line according to Attachment "B." This report shall be submitted upon completion of the Project funded by this Contract.

    GRANTEE shall submit progress reports as specified in the DEPARTMENT's Grant Administration Manual. A detailed written final report with documentation of the activities carried out and benefits generated shall be submitted to the DEPARTMENT at the conclusion of the Project. GRANTEE shall disburse ICDBG funds within 3 to 5 business days of their receipt. GRANTEE may keep up to $100.00 in interest accrued on ICDBG funds, but shall return any amount in interest over $100.00 to the DEPARTMENT.

16. **Other Items and Documents:** GRANTEE shall provide the DEPARTMENT all other items and documents as the DEPARTMENT requires for the administration of this Contract within thirty (30) days of the date of the written request.

17. **Certified Grant Administrator:** The GRANTEE is required to have under contract a Department approved Grant Administrator before expenditure of ICDBG funds. The Grant Administrator is responsible for administrative duties as outlined in the ICDBG Grant Administration Manual and in accordance with ICDBG's professional services contract.

18. **Insurance During Construction:** By executing this Contract, GRANTEE warrants that contractor(s) or other parties selected to perform construction work on the project shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Contract, the types of insurance deemed necessary by GRANTEE and the DEPARTMENT for the type and amount of construction described in Attachment "A."

    Further, GRANTEE warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

    a. Workers' Compensation Insurance and Employer's Liability Insurance:

        (1) State: Statutory Limits
        (2) Employer's Liability: $100,000 per accident
        $500,000 Disease, Policy Limit
        $100,000 Disease, Each Employee

    b. Comprehensive or Commercial General Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:

        (1) $1,000,000 Each Occurrence
        (2) $1,000,000 Personal Injury
        (3) $2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
        (4) $2,000,000 General Aggregate

    c. Automobile Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include for bodily injury and property damage: $1,000,000 Combined Single Limit

    d. Property or Builder's Risk Insurance to include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.

    e. Volunteer Liability Insurance coverage if volunteers are used to do Project work.

    GRANTEE shall include these same requirements in contracts with grant sub recipients.

19. **Contract Services:** GRANTEE shall follow ICDBG procurement requirements as outlined in the DEPARTMENT's most current ICDBG Grant Administration Manual, if ICDBG funds will be paying for the services. GRANTEE shall provide the DEPARTMENT with a copy of all requested documents related to the procurement of contract services.

20. **Certification Regarding Debarment:** By executing this Contract, GRANTEE certifies to the DEPARTMENT that it will not execute a contract with parties that are identified as debarred, suspended, or ineligible as set forth in 24 CFR part 5. GRANTEE also certifies that it is not debarred, suspended, or ineligible as set forth in 24 CFR part 5.

21. **Project Signage:** Upon approval from the DEPARTMENT to proceed with construction, GRANTEE shall, unless otherwise directed by the DEPARTMENT, erect a sign located prominently at each major construction project site. The sign shall be maintained in good condition and shall not be

removed until three (3) months after the Project is completed. Project sign requirements shall be provided by the DEPARTMENT.

22. **Representation and Warranties:** GRANTEE represents, warrants, and agrees that the Project funded by this Contract, both during construction and at the time of completion, and the contemplated use thereof, shall not violate any applicable zoning or use statue, ICDBG mitigation measure, ordinance, building code, rule or regulation, or any covenant or agreement of record. GRANTEE agrees that it will furnish documentation satisfactory to the DEPARTMENT regarding the representations and warranties made in this Section.

    GRANTEE will provide evidence of ownership in the form of fee simple title or long-term lease and right of access or easements for real property on which the project is to be constructed. Clear title to all real property necessary for the successful operation of the facilities shall be guaranteed by the GRANTEE for the useful life of the project.

23. **Use of Real Property:** GRANTEE represents and agrees that the purchase of any property and undertakings pursuant to this Contract are and will be for the purpose of providing, improving, or expanding public infrastructure or facilities. No voluntary or involuntary successor in interest of GRANTEE shall acquire any rights or powers under this Contract without prior written consent of the DEPARTMENT.

    GRANTEE shall not change the use or planned use of any such property, including the beneficiaries of such use, from that for which the acquisition or improvements were made. If GRANTEE desires to change the use, GRANTEE must submit the request in writing to the DEPARTMENT for prior approval before applying the standards of 24 CFR 570.505. If changes are made without the DEPARTMENT's prior approval, all ICDBG funds disbursed to GRANTEE under this Contract shall become due and payable to the DEPARTMENT and the DEPARTMENT shall be excused from making any further disbursements of ICDBG funds under this Contract.

24. **Conflict of Interest of Members, Officers or Employees of Grantee, Members of Local Governing Body or Other Public Officials:** No member, officer or employee of GRANTEE or its sub-recipients or agents, no member of the governing body where the Project authorized by this Contract is located, and no public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the Project funded by this Contract. The requirements of this Section are to be included in all sub-recipient agreements, subcontracts and assignments.

25. **Audit and Monitoring:** GRANTEE shall provide the DEPARTMENT with an annual financial audit in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. The audit shall be completed by a certified public accountant during the regular annual audit cycle. GRANTEE shall provide annual audits through the last fiscal year grant funds are expended.

    The DEPARTMENT may monitor and make periodic inspections and evaluations of the Project funded by this Contract and any books, accounts, reports, files, and other papers and records pertaining to the Project. GRANTEE shall make its books, accounts, reports, files, and other records available to the DEPARTMENT during regular working hours. GRANTEE shall maintain these books, accounts, reports, files, and other records for at least five (5) years following closeout of the Project.

    In the event GRANTEE provides any portion of its ICDBG funds in any fiscal year to a sub-recipient, such as a special district or a non-profit organization, GRANTEE shall require the sub-recipient to comply with the audit and monitoring requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. GRANTEE shall be responsible for monitoring sub-recipient compliance with all federal and state laws and regulations including the audit requirements of this Section.

GRANTEE agrees that HUD Representatives, the Inspector General or the General Accounting Office shall also have access to all books, accounts, reports, files, and other papers, or property pertaining to the Project funded by this Contract.

26. **Program Income:** If the GRANTEE or its sub-recipient receives program income as defined by 24 CFR 570.489 (e) as a result of expending ICDBG funds the DEPARTMENT will require that the GRANTEE commit to a program income reuse plan with the DEPARTMENT.

27. **Termination:** This Contract may be terminated at any time without cause by either party upon thirty (30) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the terms of this Contract for approved Project work rendered to the date of termination.

APPROVED:

STATE OF IDAHO Department of Commerce	CITY OF MOSCOW
Thomas F. Kealey Director	Bill Lambert Mayor
Date	Date

For Internal Use of the Department

Reviewed and Approved

Dennis J. Porter Manager	June 15, 2021 Date
VaLinda Torres Financial Specialist	6/17/2021 Date

ATTACHMENT A

Contract No.: ICDBG-20-II-14-PK
Mountain View Park and Indian Hills Park Improvements Project

A. **Construction Scope of Work** – Project scope of work as per application dated September 21, 2020:

Mountain View Park (MVP) work includes installation of an ADA compliant pathway, retaining walls, handrails, and curb connecting the north and south parking lot and the basketball/pickleball courts to the restroom. The existing MVP restroom will be made ADA compliant.

The Indian Hills Park (IHP) project includes purchase and installation a prefabricated restroom and water, sewer, and electrical work for the restroom. Work also includes ADA walkway and an ADA accessible parking space.

B. **Design Professional and Grant Administration** – Professional services necessary to design and administer the construction scope of work and the GRANTEE's plans in accordance with applicable codes and regulations.

C. **Equal Access Planning**

a. **Furthering Fair Housing Actions** – To affirmatively further fair housing the GRANTEE needs to:
- proclaim April as fair housing month and
- publicly display fair housing information.

b. **504 Accessibility and Transition Actions** – The GRANTEE needs to:
- update their 504/ADA Transition Plan
- adopt (if necessary), publish, and post the Notice Under the American with Disabilities Act.

1) **Limited English Proficiency (LEP) Four Factor Analysis** – The GRANTEE needs to implement the action items identified in their June 2021 Four-Factor analysis.

D. **National Objective** – Low to Moderate Income Area Benefit (Census)
Total Population to Benefit: 21,415
Total Low to Moderate Income Persons to Benefit: 11,950 (55.80%)

E. **State Goal** – Public Facility / Infrastructure – New Construction

F. **Schedule**

Design Professional Contract Executed	July 2021
Environmental Release Mountain View Park	Complete
Environmental Release Indian Hills Park	July 2021
Solicitation of Bids (IHP)	Complete
Restroom Contract Executed (IHP)	August 2021
Start Construction (MVP and IHP)	August 2021
Second Public Hearing	September 2021
Certificate of Substantial Completion (MVP and IHP)	October 2021
Fair Housing Actions	October 2021
504 / ADA Accessibility Actions	October 2021
LEP Four Factor Analysis	Complete
Final Closeout	November 2021

ATTACHMENT B

Budget

Grantee: City of Moscow Project No.: ICDBG-20-II-14-PK

Project: Mountain View Park and Indian Hills Park Improvements Project

LINE ITEMS	AMOUNTS			
	ICDBG Grant	City Cash	City In-Kind	Total
Administrative Expenses			$22,500	$22,500
Design Professional		$8,675		$8,675
Construction	$225,000	$27,487	$52,000	$304,487
Total Costs	$225,000	$36,162	$74,500	$335,662

ATTACHMENT C

ICDBG Mitigation Measures

Mountain View Park and Indian Hills Park Improvements Project
ICDBG-20-II-14-PK

Mitigation Measures

1. The construction contractors must comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.

2. If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and the Idaho Department of Commerce.

3. The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.

4. The contractor shall comply with the provisions of the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from Construction Activities and the Construction Storm Water Pollution Prevention Plan (SWPPP).

5. If, during the construction of the project, an underground storage tank, buried drum, other container, contaminated soil, or debris not scheduled for removal under the contract are discovered, the Contractor shall immediately notify the Engineer and the Idaho Department of Commerce. No attempt shall be made to excavate, open, or remove such material without written approval.

CITY COUNCIL STAFF REPORT

DATE: Monday, July 19, 2021

AGENDA ITEM TITLE

Amendment to City Code to Address Management Reorganization (ACTION ITEM) – Gary J. Riedner / Mia Bautista

RESPONSIBLE STAFF	REVIEWED BY
Gary Riedner, City Supervisor	Administrative Committee

ADDITIONAL PRESENTER(S)	OTHER RESOURCES
Mia Bautista	

DESCRIPTION

The City, as a municipal corporation of the State of Idaho, has the authority to exercise all powers and perform all functions of local self-government in City affairs that are not in conflict with the general laws or the constitution of the State of Idaho.

On October 7, 2019 the City Council passed Resolution 2019-19 authorizing the implementation of the reorganization management model and directed staff to prepare ordinance revisions to align with said model, which included the creation of new positions, along with the elimination of specific positions. More specifically, the new management model was implemented to aid the City Supervisor in providing effective oversight of the entirety of the City Operations. The reorganization created four operational groups, with the City Supervisor maintaining and continuing to provide overall administration and oversight. The reorganized management model is intended to be a framework which supports the efficient use of increasingly scarce public resources by encouraging teamwork and aligning collaborative interests, thereby creating greater opportunities for the City to move forward into the future. This proposed ordinance revision addresses the changes approved by Council in 2019, and makes additional job description and job position changes that are in line with the reorganization. This was reviewed by the Administrative Committee on July 12, 2021 and recommended for approval.

The Titles and Chapters that are impacted by the new reorganization model and are incorporated in the proposed ordinance are as follows:
Title 1, Chapter 1
Title 2, Chapters 3, 9, 11, 12, 13, and new chapter 14
Title 3, Chapters 11 and 14
Title 4, Chapters 1, 3, 5, and 7
Title 5, Chapters 1, 3, 11, 12, 13, 15, 16 17, and 18
Title 6, Chapters 1 and 2
Title 7, Chapters 9 and 11
Title 10, Chapters 14 and 17

STAFF RECOMMENDATION

Recommend approval to the City Council.

PROPOSED ACTIONS

PROPOSED ACTIONS: Review the proposed draft ordinance and approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and

published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. All Title and Chapter Revisions - Reorganization Ordinance combined_FINAL DRAFT
2. City Organizational Structure
3. 2019-19 New Management Model

ORDINANCE NO. 2021 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 1, CHAPTER 1, TITLE 2, CHAPTERS 3, 9, 11, 12, AND 13, TITLE 3, CHAPTERS 11 AND 14, TITLE 4, CHAPTERS 1, 3, 5, AND 7, TITLE 5, CHAPTERS 1, 3, 11, 12, 13, 15, 16, 17, AND 18, TITLE 6, CHAPTERS 1 AND 2, TITLE 7, CHAPTERS 9 AND 11, AND TITLE 10, CHAPTERS 14 AND 17; PROVIDING FOR THE ADDITION OF CHAPTER 14 TO TITLE 2; PROVIDING FOR THE REORGANIZED MANAGEMENT MODEL; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City, as a municipal corporation of the State of Idaho, has the authority to exercise all powers and perform all functions of local self-government in City affairs that are not in conflict with the general laws or the Constitution of the State of Idaho (I.C. § 50-301); and

WHEREAS, the City is empowered to codify ordinances of a general and permanent nature and to make such changes, alterations, modifications, additions and substitutions therein as the City deems best (I.C. § 50-903); and

WHEREAS, on October 7, 2019, the City Council passed Resolution 2019-19, approved by the Mayor, authorizing the implementation of the reorganization management model and directed staff to prepare ordinace revisions to align with said model, which included the creation of new positions, along with the elimination of specific positions;

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

SECTION 1: That Moscow City Code Title 1, Chapter 1 be amended as follows:

. . .

Sec. 1-3. Rules for Construction of Ordinances and Amendments.

In the construction of the Moscow City Code and all ordinances amendatory thereof or supplementary thereto, the following rules shall be observed unless such construction would be inconsistent with the manifest intent of the legislative body or repugnant to the context of the ordinance.

A. Intent to Defraud.~~:~~ Whenever, by any of the provisions of this Code, an intent to defraud is required in order to constitute an offense, it is sufficient if an intent appears to defraud any person, association or body politic or any combination of persons.

B. Liability of Employers and Agents.~~:~~ When the provisions of an ordinance prohibit the commission or omission of an act, not only the person actually doing the prohibited thing or omitting the directed act, but also the employer and all other persons concerned or aiding or

DRAFT

abetting the person shall be guilty of the offense described and liable to the penalty as set forth in this Code.

C. Title of Sections and Subsections:

1. The title of any section or subsection of these ordinances shall be deemed to in nowise restrict or qualify or to limit the effect of the provisions set forth and contained in such section or subsection.

2. State Law references and City Resolution and Ordinance numbers and dates are included for reference only and shall be deemed to in nowise restrict or qualify or to limit the effect of the provisions set forth and contained in such section or subsection.

3. Where the title of an administrative officer ~~or department head~~ is used in this Code ~~(e.g., Public Works Director, Director of Community Development, Fire Chief, Chief of Police, etc.)~~, such shall include all authorized employees, agents, designees, and representatives of such officer or department head.

D. Constitutionality; Effect of.~~:~~ Should any section, subsection or portion of this Code, or of any ordinances which may be hereafter passed, approved and published as required by law, be declared by any court of competent jurisdiction to be unconstitutional or void, such adjudication shall in no way affect the remaining portion of such section, subsection, part or portion of the Code.

E. Definitions.

The definitions contained herein shall have the following meanings, throughout this Code, unless otherwise more specifically defined in a particular chapter, section, or subsection:

The singular number includes the plural.

Words used in the present include the future.

Words used in the masculine gender comprehend, as well, the feminine and neuter.

The word "shall" is mandatory and "may" is permissive.

Words prohibiting anything being done except in accordance with a license or permit or authority from a board or officer shall be construed as giving such board or officer power to license or permit or authorize such thing to be done.

1. *City*. The City shall mean the City of Moscow, Idaho, as set forth at Title 1, Chapter 2 of this Code, and/or its officers, employees, and duly authorized representatives.

2. *Clerk.* The Clerk shall mean the Clerk of the City of Moscow, Idaho, as set forth at Title 2, Chapter 5 of this Code.

3. *Code*. The Code or this Code shall mean the Revised Ordinances of the City of Moscow, Idaho, sometimes commonly referred to as the Moscow City Code.

4. *Council*. The Council shall mean the Council of the City of Moscow, Idaho, as set forth at Title 2, Chapter 2 of this Code.

5. *Day, Month, Quarter, Year*. The word "day" shall be any twenty-four (24) hour period from midnight to midnight; and the word "month" shall mean a calendar month unless otherwise expressed; and the word "quarter" means any three (3) month period, ending with the last day of March, June, September and December; the word "year" shall mean any one (1) calendar year.~~-~~ When any time is specified in this Code, it shall mean standard time as distinguished from solar time, and the words "midnight" or "noon" shall be taken to be midnight or noon standard time.

6. *Idaho Code*. The Idaho Code or State law shall mean the Idaho Code containing the General Laws of Idaho.

DRAFT

7. *Knowingly* imports only a knowledge that the facts existed or exist which bring the act or omission within the provisions of these ordinances~~:~~. ~~It~~it does not require any knowledge of the unlawfulness of such act or omission.

8. *Land, Real Estate, Real Property* include lands, tenements, hereditaments, water rights, possessory rights and claims.

9. *Neglect, Negligence, Negligent and Negligently* import a want of such attention to the nature or probable consequences of the act or omission as a prudent person ordinarily bestows in acting in his or her own concern.

10. *Oath* includes "affirmation" and the word "swear" includes the word "affirm~~.~~". ~~–~~ Every mode or oral statement under oath or affirmation is embraced in the term "testify" and every written one in the term "depose~~.~~".

11. *Officer* shall include officers and boards in charge of departments and the members of such boards, and such references as to the Clerk or City Treasurer, as the case may be applicable.

12. *Official Time.* Whenever certain hours are named herein, they shall mean Pacific Standard Time or Daylight Saving Time as may be in current use in the City.

13. *Owner* applied to a building or land shall include any part owner, joint owner, tenant in common, joint tenant or lessee of the whole or a part of such building or land.

14. *Person* includes an individual, group of individuals, organization, proprietorship, joint venture, partnership, trust, business trust, syndicate, association, joint stock company, corporation, cooperative, and bodies politic and corporate.

15. *Personal Property* includes money, goods, chattels, things in action, evidences of debt and general intangibles as defined in the Uniform Commercial Code, Idaho Code Title 28, as amended.

16. *Property* includes both real and personal property.

17. *Public Thoroughfare* includes streets, alleys, lanes, courts, boulevards, public ways, public squares, public places and sidewalks.

18. *Signature* includes any name, mark or sign written with the intent to authenticate any instrument of writing.

19. *Tenant or Occupant*, applied to a building or land, shall include any person who occupies the whole or any part of such building or land whether alone or with others.

20. *Willfully*, when applied to the intent with which an act is done or omitted, implies simply a purpose or willingness to commit the act or make the omission referred to. ~~–~~ It does not require any intent to violate law or to injure another or to acquire an advantage.

21. *Writing* includes printing, typewriting or any other intentional reduction to tangible form.

SECTION 2: That Moscow City Code Title 2, Chapter 3 be amended as follows:

• • •

Sec. 3-1. Appointment by Mayor.

The Mayor, with the approval of the Council, shall appoint a Clerk, Attorney~~, Public Works Director~~, Chief of Police, Chief of the Fire Department, Treasurer, City Supervisor, Deputy City Supervisor(s) and such other officers as may be deemed advisable for the efficient operation of the City.

• • •

DRAFT

SECTION 3: That Moscow City Code Title 2, Chapter 9 shall be repealed:

~~Sec. 9-1: Office Established~~
~~Sec. 9-2: Duties~~

~~**Sec. 9-1. Office Established.**~~
~~There is hereby established the office of Public Works Director, which office shall be filled by appointment of the Mayor, with consent of the Council, who shall hold office for the duration of the Public Works Director's appointment or until such time as the Public Works Director may be removed by the Mayor or as provided by law.~~

~~**Sec. 9-2. Duties.**~~
~~In addition to any duties imposed upon the Public Works Director by Idaho Code and/or City Code, the Public Works Director shall plan, organize, supervise, and direct the activities and operations of the Public Works Department including engineering, streets, water, sewer, and wastewater treatment and related activities, and shall serve as liaison for the Public Works Department to the Council. The Public Works Director shall direct the preparation and maintenance of a variety of narrative, engineering, public works, and statistical reports, records and files related to all of the activities and operations of the Public Works Department, including those which are required to be created and maintained by the City Engineer. The Public Works Director shall supervise the preparation of plans, specifications, and estimates for and supervise and oversee the review of all construction of any public works projects when health and safety is involved. The Public Works Director shall direct the preparation and establishment of technical standards, methods and procedures for all construction that is or which may become the responsibility of the City, and shall see that such are executed. Engineering records of the City shall be maintained by the Public Works Department. The Public Works Director shall perform such other duties as may be prescribed by the Idaho Code, ordinances, resolutions and regulations of the Council or as may be directed by the Mayor. The Public Works Director shall employ and shall supervise a City Engineer and/or other licensed professional engineers, as necessary~~.

. . .

SECTION 4: That Moscow City Code Title 2, Chapter 11 shall be repealed:

~~Sec. 11-1: Office Established; Appointment and Removal~~
~~Sec. 11-2: Duties~~

~~**Sec. 11-1. Office Established; Appointment and Removal.**~~
~~There is hereby established the office of Human Resources Director, which office shall be filled by appointment of the Mayor, with consent of the Council, who shall hold office for the duration of such appointment or until such time as the Human Resources Director may be removed by the Mayor, or as provided by law.~~

~~**Sec. 11-2. Duties.**~~

DRAFT

~~The Human Resources Director shall have the following specific duties, powers, and responsibilities:~~

~~A. Under the direction of the City Supervisor, the Human Resources Director shall plan, develop, supervise, administer, monitor, and evaluate City-wide Human Resources and Risk Management programs; and shall assure compliance with applicable local, state, and federal laws, rules, and regulations; and shall serve as the City's Title VI Civil Rights Coordinator charged with responsibility for the City's compliance with Title VI of the Civil Rights Act of 1964; and shall supervise and evaluate the performance of assigned personnel.~~

~~B. The Human Resources Director shall regularly communicate with the Mayor, City Supervisor, Council, City departments, community leaders, boards, commissions, and outside agencies to resolve problems, coordinate activities, exchange information, and provide expertise.~~

~~C. The Human Resources Director shall develop and prepare the annual preliminary budget for the Human Resources Department; and shall analyze and review budgetary and financial data; and shall control and authorize expenditures in accordance with established limitations.~~

~~D. The Human Resources Director shall perform such other duties as may be prescribed by this Code and the ordinances and resolutions of the City or as the Mayor or the City Supervisor may direct.~~

SECTION 5: That Moscow City Code Title 2, Chapter 12 shall be repealed:

~~Sec. 12-1: Office Established; Appointment and Removal~~
~~Sec. 12-2: Duties~~

~~**Sec. 12-1. Office Established; Appointment and Removal.**~~

~~There is hereby established the office of Community Development Director, which office shall be filled by appointment of the Mayor, with consent of the Council, who shall hold office for the duration of such appointment or until such time as the Community Development Director may be removed by the Mayor, or as provided by law.~~

~~**Sec. 12-2. Duties.**~~

~~The Community Development Director shall have the following specific duties, powers, and responsibilities:~~

~~A. Under the direction of the City Supervisor, the Community Development Director shall organize and direct the City's Community Development Department including planning, code enforcement, and community development programs; and shall supervise and evaluate the performance of assigned personnel.~~

~~B. The Community Development Director shall communicate with the Mayor, City Supervisor, Council, City departments, community leaders, boards, commissions and outside agencies to resolve problems, coordinate activities, exchange information, and provide expertise.~~

~~C. The Community Development Director shall develop and prepare the annual preliminary budget for the Community Development Department, and shall analyze and review budgetary and financial data; and shall control and authorize expenditures in accordance with established limitations.~~

~~D. The Community Development Director shall also be the Zoning Administrator and shall have all responsibilities required to assist the City to comply with federal, state and local statutes~~

DRAFT

and ordinances related to zoning and land use planning, including but not limited to Idaho Code Title 67, Chapter 65, and the City Zoning Code.

E. The Community Development Director shall perform such other duties as may be prescribed by this Code, and the ordinances and resolutions of the City or as the Mayor or the City Supervisor may direct.

• • •

SECTION 6: That Moscow City Code Title 2, Chapter 13 shall be repealed:

Sec. 13-1: Office Established; Appointment and Removal
Sec. 13-2: Duties

Sec. 13-1. Office Established; Appointment and Removal.

There is hereby established the office of Parks and Recreation Director, which office shall be filled by appointment of the Mayor, with consent of the Council, who shall hold office for the duration of such appointment or until such time as the Parks and Recreation Director may be removed by the Mayor, or as provided by law.

Sec. 13-2. Duties.

The Parks and Recreation Director shall have the following specific duties, powers, and responsibilities:

A. Under the direction of the City Supervisor, the Parks and Recreation Director shall plan, organize, and direct the operation, maintenance, and development of the City's Parks and Recreation programs, services, and facilities, including general facilities management and maintenance of municipal buildings; and shall supervise, direct, or evaluate the performance of assigned staff.

B. The Parks and Recreation Director shall communicate with the Parks and Recreation Commission, Mayor, City Supervisor, Council, City departments, community leaders, boards, commissions and outside agencies to resolve problems, coordinate activities, exchange information, and provide expertise.

C. The Parks and Recreation Director shall develop and prepare the annual preliminary budget for the Parks and Recreation Department; and shall analyze and review budgetary and financial data; and shall control and authorize expenditures in accordance with established limitations.

D. The Parks and Recreation Director shall have authority to control the use of City Parks and Recreation Facilities in compliance with City policies and practices.

E. The Parks and Recreation Director shall perform such other duties as may be prescribed by this Code, and the ordinances and resolutions of the City or as the Mayor or the City Supervisor may direct.

SECTION 7: That Moscow City Code Title 2, be amended to include a new chapter titled "Chapter 14 – Deputy City Supervisor" to include the following:

DEPUTY CITY SUPERVISOR

Sec. 14-1: Office Established, Appointment and Removal, Scope of Authority
Sec. 14-2: Duties, Powers and Responsibilities

DRAFT

Sec. 14-3: Classified Position
Sec. 14-4: Combination of Positions

Sec. 14-1. Office Established, Appointment and Removal, Scope of Authority.

There is hereby established the office of Deputy City Supervisor, which office shall be filled by the appointment of the Mayor, subject to confirmation by a majority of the Council. The Deputy City Supervisor shall hold office for the duration of his or her appointment or until such time as he or she may be removed by the Mayor, or as provided by law. The Deputy City Supervisor shall work under the direction of the City Supervisor. The Mayor may appoint up to three (3) Deputy City Supervisors. The Duties, Powers and Responsibilities detailed below may be combined or reassigned among the Deputy City Supervisors at the discretion of the City Supervisor.

Sec. 14-2. Duties, Powers and Responsibilities.

The Deputy City Supervisor shall have the following specific duties, powers and responsibilities, in addition to others provided in this Chapter or otherwise assigned by the City Supervisor:

A. A Deputy City Supervisor may be appointed to supervise, administer and coordinate the activities and functions of the Community Planning and Design Group. This Group may include the Building Safety Department, Planning Department, Engineering Department, Grants Manager, and such other departments assigned by the City Supervisor.
B. A Deputy City Supervisor may be appointed to supervise, administer and coordinate the activities and functions of the Culture and Recreation Group. This Group may include the Arts Department, Community Events Department, Parks and Facilities Department, Recreation Department, Human Resources Department, and such other departments assigned by the City Supervisor.
C. A Deputy City Supervisor may be appointed to supervise, administer and coordinate the activities and functions of the Public Works and Services Group. This Group may include the Water Department, Water Reclamation and Reuse Department, Street and Stormwater Department, Environmental Services Department, Sanitation Department, Fleet Department, and such other departments assigned by the City Supervisor.
D. Any Deputy City Supervisor may be assigned by the City Supervisor to serve as temporary City Supervisor on occasions when the City Supervisor is unavailable.
E. The Deputy City Supervisor(s) shall regularly report to the City Supervisor concerning the status of all assignments, duties, projects and functions of the various City offices, departments, boards and commissions under their supervision.

Sec. 14-3. Classified Position.

The position of Deputy City Supervisor shall be a classified position at a grade level determined by the City Supervisor. All rules and regulations and fringe benefits set forth in the City of Moscow Personnel Policies, as amended by the Council from time to time, shall apply to this position.

Sec. 14-4. Combination of Positions.

The office of Deputy City Supervisor may be combined with any other appointive position in the City; provided, that where combined, the compensation shall be fixed by the City Supervisor

DRAFT

for the combined office and shall not necessarily be the total of the compensation fixed for each office individually.

SECTION 8: That Moscow City Code Title 3, Chapter 11 be amended as follows:

• • •

Sec. 11-2. Organization.

A. The Transportation Commission shall consist of up to nine (9) members serving without pay. A non-voting member of this Commission shall not be considered in determining the number required for a quorum or whether a quorum is present. The word "Commission" when used herein shall mean the Transportation Commission. Members of the Commission shall be appointed by the Mayor with the advice and subject to the approval of the Council. Members shall be selected without respect to political affiliation. Except for any three quarter (3/4) time post secondary educational program student member(s~~2~~), an appointed member of the Commission must have resided in Latah County for two (2) years prior to his or her appointment and must remain a resident of Latah County during his or her service on the Commission. Persons living within the delineated Area of City Impact shall be entitled to representation on the Commission. Such representation shall, as nearly as possible, reflect the proportion of population living within the City compared to the population living within the Area of City Impact. The term of office of the Commission members chosen from the residents at large shall be five (5) years or until their successors are appointed and qualified. The members shall hold office at the pleasure of the Mayor. The Mayor may revoke such appointment at any time and for any reason deemed sufficient with the advice and subject to the approval of the Council. Vacancies in such Commission occurring otherwise than the expiration of the term shall be filled by the Mayor with the advice and subject to the approval of the Council for the unexpired term. Where possible, this commission shall include at least one (1) student enrolled at least three quarters (3/4) time in a post secondary educational program, who shall serve a one (1) year term, which term may be renewed. At least one (1) student enrolled in high school or an equivalent educational program shall serve as a non-voting member of this Commission for a one (1) year term, which term may be renewed.

B. Where possible, Commission members shall be appointed in a manner which will allow members to represent a variety of transportation modes including, but not limited to, motorized vehicles, non-motorized vehicles and conveyances, pedestrians and public transportation.

C. The Commission may establish subcommittees and/or advisory committees to advise and assist it in carrying out duties of the Commission. Where possible, this Commission shall coordinate efforts with local boards, groups and agencies as well as State boards, groups and agencies.

D. The City Supervisor shall assign a staff liaison(s) to support the Commission. A record of meetings, findings, and actions shall be maintained. ~~The Public Works Director and the Community Development Director shall be staff liaisons to the Commission and a record of meetings, findings and actions shall be maintained.~~

• • •

SECTION 9: That Moscow City Code Title 3, Chapter 14 shall be amended as follows:

DRAFT

• • •

Sec. 14-2. Commission Established.

A Commission of seven (7) citizens shall be appointed by the Mayor with the approval of the Council to serve three (3) year appointments with staggered terms and serving without pay. The seven (7) members shall consist of at least six (6) citizens of Moscow and one (1) may be a citizen of Latah County who does not reside within City limits. The City Parks and Recreation ~~Director~~ Manager or designee shall serve as staff liaison. A Moscow City Council member shall be a non-voting ex-officio member of the Commission**.**

The first year of the Commission, three (3) members will be appointed for three (3) year terms; two (2) members will be appointed for two (2) years terms; and two (2) members will be appointed for one (1) year terms. All subsequent appointments will be for three (3) year terms, unless it is an appointment to fill a vacated position; then, that appointment will be through the end of the vacated position's term.

• • •

SECTION 10: That Moscow City Code Title 4, Chapter 1 be amended as follows:

• • •

Sec. 1-2. Authority.

This Zoning Code is adopted pursuant to the authority conferred by Chapter 65, Title 67 and Chapter 13, Title 50 of the Idaho Code and to the home rule authority of Idaho cities granted by Article 12, Section 2 of the Idaho Constitution and Section 302 of Title 50, Idaho Code. The City shall designate a Zoning Administrator who shall have all responsibilities required to assist the City to comply with Federal, State and Local statutes and ordinances related to zoning and land use planning, including but not limited to the laws in Idaho Code Title 67, Chapter 65, and the City Zoning Code.

• • •

Sec. 1-4. Adoption of Comprehensive Plan.

The Comprehensive Plan of the City of Moscow is hereby adopted by reference as the policy guide for the application of the provisions of this Title. The words "the Plan" or "this Plan" shall mean the Comprehensive Plan of the City of Moscow throughout this Title. One~~Three~~ (1) cop~~y~~~~ies~~ of the Plan, as it now exists and may be subsequently amended, shall be retained by the Clerk, available for public inspection during regular City business hours.

• • •

SECTION 11: That Moscow City Code Title 4, Chapter 3 be amended as follows:

• • •

Sec. 3-5. Specific Use Standards.

A. Accessory Dwelling Units:

1. Applicability and Purpose. These standards shall apply to Accessory Dwelling Units which are permitted by this Code. These standards are intended to help promote the benefits

DRAFT

of Accessory Dwelling Units, while also preserving neighborhood character and creating predictability and certainty for established neighborhoods.

2. Specific Standards.

a. General. Accessory Dwelling Units must meet all applicable regulations for the zoning district in which they are located, except as otherwise expressly stated within this Section. Lots that currently do not meet the minimum lot size for a single family dwelling shall be ineligible for an Accessory Dwelling Unit.

b. Size. The floor area of the Accessory Dwelling Unit may not exceed six hundred (600) square feet or forty percent (40%) of the gross floor area of the principal dwelling, whichever is less.

c. Maximum Occupancy. The number of persons allowed to reside within an Accessory Dwelling Unit shall be limited to two (2).

d. Owner Occupancy.

i. Prior to the issuance of a building permit for an Accessory Dwelling Unit, the property owner must record a deed restriction upon the property which states that the property owner will reside on the property, within either the principal dwelling or Accessory Dwelling Unit. The deed restriction must be approved by the City Attorney and shall be binding upon the heirs, assigns, and subsequent purchasers of the property.

ii. Owner occupancy means a property owner, as reflected in real property records, who makes his or her legal residence at the property, as evidenced by voter registration or similar means and actually resides at the property for more than six (6) months out of any given year. Owner occupancy may also include a named natural person with an ownership or benefit in a private trust, but shall not extend to corporate trusts.

iii. The ~~Community Development Director~~Zoning Administrator may waive this requirement for temporary absences of greater than six (6) months for military service, employment sabbatical, or family medical leave qualified absences. Temporary leave waivers for other reasons must be reviewed and approved by the City Council.

iv. In the event the owner is unable to reside on the property as required herein, only one (1) of the dwelling units on the property may be occupied.

e. Off-street parking. One (1) off-street parking space shall be required for the Accessory Dwelling Unit, in addition to that required for the principal dwelling.

• • •

SECTION 12: That Moscow City Code Title 4, Chapter 5 be amended as follows:

• • •

Sec. 5-4. Administration.

A. Establishment of Development Permit:

1. Development Permit Required. A development permit shall be obtained before construction or development begins within any area of special flood hazard established in MCC Section 4-5-3(B). The permit shall be for all structures including manufactured homes, as set forth in the "Definitions" above, and for all development including fill and other activities, also as set forth in the "Definitions."

2. Application for Development Permit. Application for a development permit shall be made on forms furnished by the Zoning Administrator and shall include:

DRAFT

a. Plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in questions; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing;

b. Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures;

c. Elevation in relation to mean sea level to which any structure has been flood-proofed;

d. Certification by a registered professional engineer or architect that the flood-proofing methods of any nonresidential structure meet the flood proofing criteria in MCC Section 4-5-5(B)(2); and

e. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development.

B. Designation of the Floodplain Administrator. The ~~Community Development Director or designee~~Zoning Administrator is hereby appointed to administer and implement this Chapter by granting or denying development permit applications in accordance with its provisions.

C. Duties and Responsibilities of the Zoning Administrator: Duties of the Zoning Administrator shall include, but not be limited to:

1. Permit Review.

a. Review all development permits to determine that the permit requirements of this Chapter have been satisfied.

b. Review all development permits to determine that all necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required.

c. Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of MCC Section 4-5-5(C)(1) are met.

2. Use of Other Base Flood Data. When base flood elevation data has not been provided in accordance with MCC Section 4-5-3(B), BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, the Zoning Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer MCC Sections 4-5-5(B), SPECIFIC STANDARDS, and 4-5-5(C), FLOODWAYS.

3. Information to be Obtained and Maintained.

a. Where base flood elevation data is provided through the Flood Insurance Study or required as in MCC Section 4-5-4(C)(2), obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.

b. For all new or substantially improved flood-proofed structures:

(1) verify and record the actual elevation (in relation to mean sea level), and

(2) maintain the flood-proofing certifications required in MCC Section 4-5-4(A)(2)(d).

c. Maintain for public inspection all records pertaining to the provisions of this Chapter.

4. Alteration of Watercourses.

a. Notify adjacent communities and the state coordinating agency prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.

DRAFT

b. Require that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.

5. Interpretation of FIRM Boundaries. Make interpretations where needed, as to exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in MCC Section 4-5-6.

6. Base Flood Elevation Changes. Base Flood Elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six (6) months after the date such information becomes available, the Floodplain Administrator shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Volume 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that, upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

7. Notification. Notify the Federal Insurance Administrator in writing of acquisition by means of annexation, incorporation or otherwise, of additional areas of jurisdiction.

• • •

SECTION 13: That Moscow City Code Title 4, Chapter 7 be amended as follows:

• • •

Sec. 7-4. Preliminary PUD Review.

A. Preliminary Review of PUD: An application for PUD, on a form provided by the City, including five (5) copies of the required supplemental PUD application contents listed in this Chapter, shall be submitted to the City for any PUD application made pursuant to this chapter. Additionally, no PUD application shall be accepted without payment of the related fee, established from time to time by Resolution of the Council. Copies of the PUD application shall be forwarded for review, comment and recommendation to the ~~Public Works Director~~City Engineer, Fire Chief, Building Official, Parks Director and other City staff, as deemed appropriate by the Zoning Administrator. If a PUD proposal requires or includes an application for subdivision, lot division, or lot line adjustment, the PUD application shall not be considered prior to or separately from such application for subdivision, lot division, or lot line adjustment. Where a PUD application involves a proposal which is subject to the requirements of the Subdivision Code and where there may exist inconsistencies between application submittal requirements of this PUD Code and the Subdivision Code, the more restrictive provision of the two (2) codes shall apply.

B. Preliminary Review Application Materials: Required PUD application contents shall include plan drawings and related notations and detail drawings including the following:

1. PUD site plan;

2. Existing grade plan showing the existing grade of the site in two foot (2') maximum contour intervals of the PUD site and extending a minimum of twenty feet (20') outside the PUD site;

DRAFT

3. Proposed finished grading plan showing proposed finished grade at two foot (2') contour intervals within the site and extending a minimum of twenty feet (20') outside the PUD site, including slope and roadway profiles and any required or proposed retaining wall details;
4. The location of all planned and existing thoroughfares and walks, their widths and nature of their improvements, and whether they are to be public or private;
5. The location, layout, and surfacing of all off-street parking areas;
6. Property boundary lines.
7. The individual lot lines of each parcel which is to be created for separate ownership;
8. The location of easements for water lines, fire hydrants, sewer and storm sewer lines, and other utilities;
9. Landscaping and tree planting plans with the location of existing trees and shrubs which are to be retained;
10. Common open spaces, and the particular uses intended for them;
11. Areas to be conveyed, dedicated, reserved or used for parks, playgrounds or any other public use;
12. The location, intended use, and number of dwelling units in each existing or proposed building or structure;
13. Elevation drawings of all typical proposed structures except single-family, detached housing which meet the yard requirements of the underlying zoning district. Such drawings shall be to scale and include all attached exterior hardware for heating and cooling;
14. A selection of the exterior materials for all buildings;
15. Development time schedule, including proposed phasing if applicable;
16. If individual lots are to be sold, a copy of an approved or proposed subdivision plat;
17. Lighting and signage proposals; and
18. The location(s), area dimensions and screening of garbage dumpster areas.

All submitted plans shall be drawn to a standard engineer's or architect's scale and may contain multiple categories of the above-listed information on any one plan drawing, provided that such plan drawing represents all information in an accurate and readily identifiable manner. Such plans shall contain information and detail as necessary to determine compliance with applicable codes, and to determine justification for bonus allowances requested pursuant to this Chapter. Any such plans depicting information related to such bonus allowances shall be consistent with the related bonus allowances text of the PUD application form. As part of the written application submittal, it shall be the responsibility of the applicant to articulate how special features of the site or proposed development, justify departures from the specific provisions of the Zoning Code or Subdivision Code.

C. Commission Action:

1. Type 1 PUD Applications: Before taking action upon any Type 1 PUD application, the Planning and Zoning Commission shall conduct at least ~~(1)~~ one (1) public hearing. Following the hearing, the Planning and Zoning Commission may give approval of Type 1 PUD application, approval subject to required modifications or conditions, or may deny the application.

2. Type 2 PUD Applications: Before taking action upon any Type 2 PUD application, the Planning and Zoning Commission shall conduct at least ~~(1)~~ one (1) public hearing. Following the hearing, the Planning and Zoning Commission may recommend to the City Council: approval of the Type 2 PUD application; approval subject to required modifications or conditions; or denial of the application.

DRAFT

3. The decision of the Planning and Zoning Commission on a Type 1 PUD application may be appealed to the Council by the applicant or by any affected person as defined by this Code within fourteen (14) days of adoption of the Reasoned Statement of Relevant Criteria and Standards. Other than the time period for filing appeals, Section 4-8-6 of this Code shall apply to appeals to the Council of decisions by the Planning and Zoning Commission on any Type 1 PUD applications. Determinations by the Commission upon Type 2 PUD applications shall not constitute a final decision and cannot be appealed to the City Council.

D. Action by the Council: Before taking action upon any Type 2 PUD application, the Council shall conduct at least ~~(1)~~ one (1) public hearing. Following such hearing the Council may: approve the Type 2 PUD application; approve the application subject to required modifications or conditions; or deny the application.

E. Duration of Validity of Preliminary PUD Approval: Approval of a preliminary PUD proposal shall expire automatically eighteen (18) months after the date of approval unless final PUD approval has been obtained prior to such time. PUD applications for which approval has expired may be resubmitted for consideration and action by the Planning and Zoning Commission by following the same PUD procedures as for an original submission.

• • •

SECTION 14: That Moscow City Code Title 5, Chapter 1 be amended as follows:

• • •

Sec. 1-10. Subdivision Improvements; Agreement and Security.

A. Before the final subdivision plat is signed by the Mayor, all Developers shall be required to complete all of the improvement work required under Sections 5-1-5(D) and (E) of this Chapter. Such Developer shall dedicate said public improvements and property to the City free and clear of all liens and encumbrances on the dedicated property and public improvements.

B. In lieu of completing all of the required public improvements, before approval of the final site plan by the Council the Developer may execute and file an agreement with the City specifying the period of time within which the Developer shall complete all improvement work required under Sections 5-1-5(D) and (E) of this Chapter, and providing that if the Developer shall fail to complete such work within the specified period or fail to maintain such improvements and correct deficiencies therein as may be directed by the Council or the ~~Director of Public Works~~ City Engineer during a period of one (1) year following completion and acceptance of such improvements, the City may, at its option, direct the completion of such work and recover the full cost and expense thereof from the Developer. The agreement may also provide for:

1. Construction of the improvement in units;
2. An extension of time under conditions therein specified;
3. The termination of the agreement upon the completion of proceedings under a local improvement district for the construction of improvements deemed by the Council to be at least the equivalent of the improvements specified in said agreement and required to be constructed by the Developer; and/or
4. Proportional refund or release of security for completed improvements to the Developer from any Developer security which is set forth in Section 5-1-5(C) of this Chapter and filed with the agreement.

DRAFT

C. 1. To assure such Developer's full and faithful performance of the agreement set forth at 5-1-10(B) of this Chapter, the Developer shall also file with the agreement one (1) of the following forms of security:

a. certified check,
b. cashier's check,
c. cash,
d. irrevocable letter of credit from a certified bank or financial institution,
e. any other form of security which is approved by the Council.

2. Any form of security as set forth at 5-1-10(C)(1)(a through e) of this Chapter shall be in an amount as determined by the City, sufficient to cover the cost of said public improvements which are required by the Council and the maintenance, corrections, and inspections, engineering and administration thereof. The amount of the security shall be the City Engineer's estimated cost of the work to be completed plus ten percent (10%) contingency plus twelve percent (12%) engineering and administration costs.

3. The City may accept cash in the amount of the City Engineer's estimated cost of the required public improvements plus ten percent (10%) contingency plus twelve percent (12%) Engineering and Administration costs in lieu of the security required in this subsection C if the City Engineer determines it to be in the best interest of the City to do so. Cash paid to the City pursuant to this subsection shall be utilized to pay the cost of completing said public improvements and shall relieve Developer from any further payment and/or expense regarding said public improvements.

D. In the event the Developer shall fail to complete all improvement work in accordance with the provisions of this Chapter and Title and in accordance with the agreement and the City shall have completed same, the City may utilize the security to pay costs of completing said public improvements, including construction, engineering, and administration.

E. No extension of time, or releases of any form of security required herein shall be made except upon certification by the City Engineer that work covered Hereby has been satisfactorily completed.

• • •

SECTION 15: That Moscow City Code Title 5, Chapter 3 be amended as follows:

• • •

Sec. 3-2. Definition of Terms.

A. Terms used in this Chapter shall have the meanings herein given to them:

1. *Best Management Practices (BMPs).* This includes schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the requirements of City ordinances.

2. *Biochemical Oxygen Demand (abbreviated as BOD).* The quantity of oxygen, expressed in parts per million by weight, utilized in the biochemical oxidation of organic matter under standard laboratory determinations made in accordance with procedures set forth in "Standard Methods," for five (5) day BOD determination.

3. *Building Drain.* The building drain is that part of the lowest piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the side sewer beginning two feet (2') outside the building wall.

DRAFT

4. *Chlorine Requirements*. The amount of chlorine, in parts per million by weight, which must be added to the sewage to produce a specified residual chlorine content, or to meet the requirements of some other objective, in accordance with procedures set forth in "Standard Methods."

5. *Commercial User*. All persons not specifically classified as domestic or as an industrial waste contributor.

6. *Composite Sample*. Not less than twelve (12) individual samples taken at not less than thirty (30) minute intervals for a period of not less than six (6) hours.

7. *Dwelling Unit*. A building or structure or portion thereof that is constructed and used primarily for residential purposes.

8. *Garbage*. The residue from the preparation, cooking and dispensing of food, and from the handling, storage and sale of food products and produce.

9. *Grease Interceptor*. A plumbing appurtenance or appliance (Gravity Grease Interceptor, Hydro-mechanical Grease Interceptor, or Electro-mechanical Grease Interceptor) that is installed in a wastewater system to intercept non-petroleum fats, oil, and grease (FOG) and food waste from a wastewater discharge.

10. *Ground Garbage*. The residue from the preparation, cooking, and dispensing of food that has been shredded to such degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in public sewers with no particle greater than one-half inch (1/2") ~~inch~~ in any dimension.

11. *House Service Line*. The extension from the building drain to the public sewer and is sometimes referred to as a service connection or side sewer.

12. *Industrial Wastes*. The liquid wastes from industrial processes as distinct from sanitary sewage.

13. *Interceptor*. A plumbing appurtenance or appliance designed and installed in order to separate and retain deleterious, hazardous or undesirable matter from normal wastes while permitting normal sewage or liquid wastes to discharge into the drainage system. This definition applies to any intercepting device to be installed on the sanitary sewer or the storm sewer systems.

14. *MG*. Million gallons.

15. *Natural Outlet*. Any outlet in a watercourse, pond, ditch, lake or other body of surface or ground water.

16. ~~17. *Parts Per Million*. A weight to weight ratio; the parts per million value multiplied by the factor 8.345 shall be equivalent to pounds per million gallons of water.~~

17. *pH*. The logarithm (base 10) of the reciprocal of the hydrogen ion concentration expressed in moles per liter and is a measure of the acidity or alkalinity of a solution. It shall be determined by one (1) of the procedures outlined in "Standard Methods."

~~17. *Parts Per Million*. A weight to weight ratio; the parts per million value multiplied by the factor 8.345 shall be equivalent to pounds per million gallons of water.~~

18. *Private Sewer*. A sewer serving one (1) or more buildings, residences, or properties, constructed by private contract.

19. *Public Sewer*. A sewer in which all owners of abutting property have equal rights, and is controlled by public authority that serves one (1) or more persons and ultimately discharge into the City sanitary sewer system, even though those sewers may not have been constructed with City funds.

DRAFT

20. *Sanitary Sewage*. Wastes that are derived principally from dwellings, business buildings, institutions and industrial waste, exclusive of storm and surface waters.
21. *Sanitary Sewer*. A sewer that conveys sanitary sewage or industrial wastes, or a combination of the two (2), and into which storm, surface, and ground waters or unpolluted industrial wastes are not admitted.
22. *Service Charge*. The charge levied on all users of the sewage system.
23. *Service Tap*. A connection of side sewer to public sewer.
245. *Sewage*. Wastewater.
254. *Sewage Treatment Plant*. Water Reclamation and Reuse Facility~~Wastewater treatment plant~~.
~~25. *Sewage*. Wastewater.~~
26. *Sewer*. A pipe or conduit for conveying wastewater or any other waste liquids.
27. *Sewerage System*. The facilities for the collection, transportation, pumping, treatment and final disposition of sewage, or any and all such facilities.
28. *Side Sewer*. The extension from the building drain to the public sewer and shall mean house service line.
29. *Standard Methods*. The examination and analytical procedures set forth in the most recent edition of "Standard Methods for the Examination of Water, Sewage, and Industrial Wastes," published jointly by the American Public Health Association, the American Water Works Association, and the Federation of Sewage and Industrial Wastes Association.
30. *Standard Sewage*. Sewage and acceptable wastes that are within specifications regarding PH, BOD, dissolved oxygen, suspended solids, and grease.
31. *Storm Sewer or Storm Drain*. A pipe or conduit which carries ground water drainage, storm surface waters, and unpolluted cooling or process waters, but excludes sewage and polluted industrial wastes.
32. *Suspended Solids (SS)*. Solids that either float on the surface of, or are in suspension in water, sewage, or industrial waste, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in "Standard Methods."
33. *Unpolluted Water*. Any water or liquid containing none of the following: Free or emulsified grease or oil; acids or alkalis, substances that may impart taste and odor or color characteristics; toxic or poisonous substances in suspension, colloidal state or solution; odorous or otherwise obnoxious gases. It shall contain not more than thirty (30) mg/1 each of suspended solids or biochemical oxygen demand. Analytical determination shall be made in accordance with procedures set forth in "Standard Methods."
34. *Wastewater*. The water carried human, animal or household wastes in a public or private sewer, and may include industrial wastes.
~~35. *Wastewater Treatment Plant*. An assemblage of devices, structures, and equipment for treating domestic, commercial, and industrial waste.~~
356. *Wastewater Treatment System (also termed sewerage system)*. All facilities for collecting, pumping, treating and disposing of domestic, commercial, and industrial waste, and includes sewers as well as the Water Reclamation and Reuse Facility~~wastewater treatment plant~~.
36. *Water Reclamation and Reuse Facility*. An assemblage of devices, structures, and equipment for treating domestic, commercial, and industrial waste.

DRAFT

37. *Watercourse*. A channel in which a flow of water occurs, either continuously or intermittently.

B. Any other terms used herein shall have their usual and customary meaning.

Sec. 3-3. Premises to Connect to Public Sewer; Penalty.

A. The ~~Public Works Director~~ City Engineer is hereby empowered in all cases where there is a public sewer in any street, or easement in the City to compel every owner of land, buildings, or premises used for human occupancy, employment, recreation, or used for other purposes requiring sanitary facilities and abutting on such street, or easement or within three hundred feet (300') of the same, to construct or cause to be constructed a sufficient side sewer in the manner herein prescribed which shall connect said land, building or premises, and all water closets and pipes therein or thereon used as a receptacle or conductor of sewage with such nearest accessible public sewer within ninety (90) days after date of official notice, unless in the opinion of the ~~Public Works Director~~ City Engineer ~~-~~ such connection is impracticable by reason of the topography of the ground.

B. Any owner of premises who shall fail or neglect to connect said land, building or premises to such nearest accessible public sewer within ninety (90) days after date or official notice, shall be guilty of a misdemeanor and upon conviction thereof shall be punished as provided for in this Chapter. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

• • •

Sec. 3-18. Notice of Inspections.

Notice in writing must be given to the City Engineer at his or her office by any person desiring to make connection with any public sewer or drain at least five (5) hours previous to the time of making such connection, stating when such work will be ready for inspection, and the City or its agent, shall inspect the same. The connection must be made in the manner prescribed in this Chapter and to the satisfaction of the City Engineer before the trench is filled. When any person desires to lay or drive any pipe in any alley or easement in which a public, private or side sewer is laid, notice shall be given to the City Engineer at least twenty-four (24) hours prior ~~to the City Engineer~~.

• • •

Sec. 3-23. Discharge of Certain Waters, Wastes, etc., Possessing Characteristics Likely to Cause Harm.

A. No person shall discharge or cause to be discharged into a sewer any of the following described substances, materials, waters or wastes if it appears likely in the opinion of the ~~Public Works Director~~ Designated City Official or technical expertise at his or her disposal that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. The City Supervisor shall be responsible for choosing the Designated City Official.

B. In forming his or her opinion as to the acceptability of these wastes the ~~Public Works Director~~ Designated City Official will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers,

DRAFT

nature of the sewage treatment process, capacity of the sewage treatment plant, degree to treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:

1. Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit (150°F) sixty-five degrees Centigrade (65°C).
2. Septic tank effluent.
3. Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, containing substances which may solidify or become viscous at temperatures between thirty-two degrees Fahrenheit (32°F) and one hundred fifty degrees Fahrenheit (150°F), zero and sixty-five degrees Centigrade (O and 65°C).
4. Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.
5. Any ground or unground fruit peelings and cores from canneries and packing plants. Cull fruits vegetables. Fruit and vegetable pits and seeds.
6. Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations exceeding limits which may be established by the ~~Public Works Director~~ Designated City Official or expertise at his or her disposal as necessary, after treatment of the composite sewage, to meet the requirements of the ~~s~~State, ~~f~~Federal, or other public agencies or jurisdiction for such discharge to the receiving waters.
7. Any radioactive wastes or isotopes of such ~~halt~~ half-life or concentration as may exceed limits established by the ~~Public Works Director~~ Designated City Official or expertise at his or her disposal in compliance with applicable state or federal regulations.
8. Materials which exert or cause:

a. Unusual concentrations of inert suspended solids (such as, but not limited to, fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to sodium sulfate).

b. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).

c. Unusual five (5) day BOD (biochemical oxygen demand), or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.

d. Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.

e. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

Sec. 3-24. Action Upon Discharge Having Deleterious Effect.

A. If any waters or wastes are discharged, or are proposed to be discharged into the sewers which, in the judgment of the ~~Public Works Director~~ Designated City Official, may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the City shall:

1. Reject the wastes; and/or
2. Require pretreatment to an acceptable condition for discharge to the public sewers; and/or
3. Require control over the quantities and rates of discharge; and/or

DRAFT

4. Require additional payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions.

B. If the ~~Public Works Director~~ Designated City Official permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Council. Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his or her expense.

Sec. 3-25. Admission and Control of Industrial Wastes into Public Sewers.

A. Applicability.~~:~~ This Section shall apply to industrial wastes as previously defined, and further to wastes from industries which exhibit strengths or characteristics of BOD in excess of or equal to two hundred forty (240) milligrams per liter (mg/l) or suspended solids in excess of or equal to two hundred forty (240) milligrams per liter (mg/l) based upon a composite sample of the wastes.

B. Review and Acceptance of Wastes.~~:~~ Review and acceptance of the City shall be obtained prior to the discharge into the public sewers of any waste having a BOD greater than two hundred forty (240) milligrams per liter (mg/l) or a suspended solids content greater than two hundred forty (240) milligrams per liter (mg/l).

C. Preliminary Treatment or Processing Facilities Generally.~~:~~ When required, in the opinion of the ~~Public Works Director~~ Designated City Official to modify or eliminate wastes that are harmful to the structures, processes, or operation of the sewage treatment works, the person shall provide at his or her expense such preliminary treatment or processing facilities as may be determined necessary to render such wastes acceptable for admission to the public sewers.

D. Canning, Freezing or Food Packing Operations.~~:~~ Any industry discharging wastes from a canning, freezing, or food packing operation shall provide pretreatment to include but not limited to vibrating or rotary screens to remove any particle larger than twenty (20) mesh.

E. Volume of Flow Used for Computing Industrial Waste Charges.~~:~~ The volume of flow used for computing industrial waste charges shall be the metered water consumption of the person as shown in the records of meter readings maintained by the City. If the person discharging industrial wastes into the public sewers procures any part, or all, of his or her water from sources other than the City Water Department, all or a part of which is discharged into the public sewers, the person shall install and maintain at his or her expense water meters of a type approved by the City for the purposes of determining the volume of water obtained from these other sources.

F. Authority of City to Request Negotiations Where Wastes Show Character or Concentration in Excess of Acceptable Limits.~~:~~ If, in the opinion of the ~~Public Works Director~~ Designated City Official, tests taken of industrial wastes show the character or concentration of these wastes to be in excess of those limits established, the City shall have the authority to request negotiations with representatives of such industry concerned to arrive at any special agreement concerning pretreatment and/or payment of any surcharge or additional service charges necessary for additional City facilities.

G. 1. Observation Manholes Required.~~:~~ When required by the City, the owner of any property serviced by side sewer carrying industrial wastes shall, after notice, install a suitable manhole in the side sewer to facilitate observation, sampling and measuring the wastes. Such manhole, when necessary, shall be accessibly and safely located and shall be constructed in accordance with plans approved by the City Engineer. The manhole shall be installed by the owner at his

DRAFT

or her expense and shall be maintained by the owner so as to be safe and accessible at all times.

2. In lieu of requiring the construction of an observation manhole, the City may direct that each person discharging industrial wastes into public sewer shall obtain sufficient composite samples on which to base and compute such person's industrial waste service charge.

H. Industrial User Determination.~~:~~ The City may determine, by at least three (3) composite waste samplings during a year, if a waste discharged to a public sewer, based on either BOD or suspended solids, exceeds two hundred forty (240) milligrams per liter (mg/l) organic load or the average flow exceeds ten percent (10%) of the sewage treatment plant's design capacity. If three (3) consecutive measurements by the City indicate that the two hundred forty (240) milligrams per liter (mg/l) organic load or the point two five (0.25) milligrams ~~mg~~ per day flow rate is being exceeded, then the waste shall be classified as industrial waste. Commercial users may have the option of using the commercial or industrial rates established herein.

I. Industrial Waste.~~:~~ The waste samples shall be collected in tests performed by the City. Laboratory procedures used in the examination of industrial wastes shall be those set forth in "Standard Methods~~.~~". However, the ~~Public Works Director~~ City ~~shall~~ may approve alternate methods for certain analysis of industrial wastes if ~~he or she~~the City is reasonably satisfied as to the accuracy of such alternate methods.

J. Basis for Determining Industrial Waste Charges.~~:~~ The total yearly treatment plant operation, maintenance, and debt service costs chargeable to each user shall be computed on the basis of the industrial waste load discharged to the wastewater treatment system. The industrial waste charge shall be computed using the metered water flow to the premises as basis for waste flow and the laboratory analysis of samples procured as directed by the City ~~Public Works Director~~ as a basis for computing BOD and suspended solids content of the waste. Metered water flow shall include all water delivered to or used on the premises. Water not discharged to a public sewer may be separately metered at the person's expense to allow deduction of such flow from the total water used on the premises in computing the industrial waste sewer service charge.

• • •

Sec. 3-28. Authority of City to Waive Certain Requirements.

The City may waive certain requirements in these rules and regulations when special conditions indicate that the purpose of these requirements and regulations can be achieved without strict adherence to all of the provisions and requirements. Variances shall be determined and approved for the specified time limits by the ~~Public Works Director~~ Designated City Official with technical expertise he or she considers necessary.

• • •

Sec. 3-31. Interceptors.

A. The ~~Public Works Director~~ City ~~or designee~~ shall have the authority to require the installation of grease, oil, and/or sand interceptors for the proper handling of wastewater containing grease, oil, sand, or other substances prohibited by this Chapter. All interceptors shall be of a type and capacity approved by the City and shall be located so as to be easily accessible for maintenance, cleaning, and inspection.

DRAFT

B. The ~~Public Works Director~~ City ~~or designee~~ shall have the authority to establish Best Management Practices (BMPs) in order to carry out any provision(s) of this Chapter, and such BMPs shall be fully enforceable under this Code.
C. Where installed, all grease, oil, and sand interceptors shall be maintained by the owner or occupant, at the owner's or occupant's expense, in continuously efficient operation at all times in accordance with established BMPs.
D. Failure to maintain any interceptor in continuously efficient operation in accordance with established BMPs subjects the owner or occupant to enforcement as provided for in this Chapter.
E. The introduction of chemical, biological, enzymatic, or any other additive into an interceptor, directly or indirectly, that may cause interference with the normal operation of the unit or causes pass-through of prohibited substances is prohibited.

• • •

Sec. 3-34. Rules and Regulations.

The ~~Public Works Director~~ City Supervisor or designee is hereby authorized to adopt rules and regulations to carry out and enforce the provisions of this Chapter.

• • •

SECTION 16: That Moscow City Code Title 5, Chapter 11 be amended as follows:

• • •

Sec. 11-2. Definitions.

For the purpose of this Chapter, the following terms have the following meaning:

A. *Applicator*. ~~is a~~Any person who places or causes to be placed upon the streets or alleys of the City substances for the purpose of suppressing dust.
B. *Disposal*. Any method by which petroleum, petroleum by-products, and petroleum base products are discharged, deposited, spilled, sprayed, spread, or otherwise dispersed into the environment.
C. *Dust Suppressants*. Substances approved by the ~~Public Works Director~~ City including, but not limited to, Magnesium Chloride and asphalt emulsions.
D. *Petroleum Product, By-Product, Or Petroleum-Based Product*. Any of the following:
   1. any mixture of a solution of hydrocarbons and may be one (1) of a number of oils including oils which have a paraffin base or a naphthene base;
   2. any mixture of a solution of hydrocarbons that is produced as a result of refining, processing, synthesizing, or any other process dealing with petroleum;
   3. any lubricating fluid including crankcase oil, power steering fluid, automatic transmission fluid, gearbox lubricants, hydraulic oil, metal working oil, refrigeration oil, compressor oils, and other fluids such as these.

• • •

Sec. 11-4. Approved List.

The ~~Public Works Director of the~~ City shall provide a list of approved dust suppressants which minimize damage to the environment. ~~Three (3) copies of the~~ The list of approved dust suppressants shall be on file ~~with the Clerk and shall~~and be available to the public.

DRAFT

Any person may request that the ~~Public Works Director~~ City ~~-~~add a dust suppressant to the approved list. Any person affected by ~~the Public Works Director's~~ City's ~~-~~decision to place a dust suppressant on the approved list, or deny adding a dust suppressant to the list, may appeal that decision in accordance with the provisions of Code Section 5-11-5.

Sec. 11-5. Application Denial and Appeal.

A. Upon a showing of cause to believe that grounds exist to deny the application of any person to add or remove a dust suppressant to the approved list~~, the Public Works Director~~ the City shall notify the applicant by certified mail, or personal service, of the grounds for said denial and of the opportunity to appeal such denial to the Health and Environment Commission. Failure of a person to actually receive a notice sent or severed, shall not invalidate the denial. The applicant, after notice of the denial, may appeal said denial by making a written request for a hearing before the Health and Environment Commission within ten (10) working days of the date of the above notice.

B. Hearing and Determination: The hearing shall be before the Health and Environment Commission. At such hearing the applicant may present evidence, call witnesses called by the City and be represented by counsel. A recorded transcript shall be made. Within twenty (20) working days after the date of the hearing the Health and Environment Commission shall either:

1. approve the action of the ~~Public Works Director~~ City; or
2. allow the application upon such modifications or conditions reasonably related to the use of the application.

C. Appeal of Decision: The decision of the Health and Environment Commission shall be final and conclusive unless an appeal to the Council is made, in writing, within ten (10) days. If appeal is made to the Council, the Council shall hold a de novo hearing consistent with this section within thirty (30) days and shall render its decision within twenty (20) days. Appeal from a Council decision must be made to the District Court for Latah County in accordance with Idaho's Administrative Procedures Act.

Sec. 11-6. Application of Dust Suppressants.

The use or application in the City by any person of~~r~~ any dust suppressant not approved ~~by the Public Works Director~~ is hereby prohibited and declared unlawful.

. . .

SECTION 17: That Moscow City Code Title 5, Chapter 12 be amended as follows:

. . .

Sec. 12-2. Identification of Trees.

The ~~Director~~ Manager of the Department of Parks and Recreation (~~Director~~Parks Manager) or designee is hereby authorized to designate a ~~person~~ City Arborist ~~or persons~~ to identify, inspect, investigate, and declare to be nuisances trees within the City which are diseased or which contain quantities of dead material. Such inspector shall have the authority to enter on to private property to investigate possible disease, take samples or perform other necessary

DRAFT

requirements, obtaining a search warrant if necessary.

• • •

Sec. 12-4. Rules and Regulations.

The ~~Director~~ Parks Manager or his/her designee is hereby granted the authority to promulgate such reasonable rules, regulations and specifications as may be necessary or proper to protect the elm trees within the City.

Sec. 12-5. Pruning or Removal of Tree.

The owner of any tree which is declared a public nuisance as defined by this Chapter, shall promptly remove said tree, including removal or debarking of the stump, or properly prune diseased portions of the tree if such action is directed. The ~~Director~~ Parks Manager may order removal, pruning, root severing, disposal or any other accepted procedures of any such tree giving the property owner ten (10) days written notice. The ~~Director~~ Parks Manager may extend this time period where the possibility that the DED fungus will spread to other trees is minimal.

Sec. 12-6. Removal of Trees by Owner.

The property owner shall be responsible for removal, pruning, root severing, disposal or any other accepted procedures of all elm trees on private property or the right-of-way adjacent to private property infected with the disease or harboring elm bark beetle larvae. Should the property owner fail to remove or prune any tree or take appropriate action as ordered by the ~~Director~~Parks Manager, the City may cause such action to take place with the associated property owner being billed for all such costs. Should the owner fail to pay such costs, the unpaid costs may be added to the property owner's taxes as permitted by Idaho Code. Any tree removal located in the public right-of-way must be in compliance with Chapter 8, Title 5 of this Code.

Sec. 12-7. Disposing of Wood.

All elm wood, including chips, shall be disposed of in accordance with procedures approved by the ~~Director~~Parks Manager. The ~~Director~~ Parks Manager is authorized to burn elm wood on an as-needed basis independent of any other City established burning bans.

It shall be unlawful for anyone to import into the City, store, sell, or purchase any elm firewood that has not been totally debarked.

• • •

Sec. 12-10. Violations; Penalties.

Failure to remove or prune a tree or take such other appropriate action as required by this Chapter, after written notice from the ~~Director~~Parks Manager, shall be a misdemeanor punishable pursuant to this Code and the Idaho Code.

SECTION 18: That Moscow City Code Title 5, Chapter 13 be amended as follows:

Sec. 13-1: Purpose
Sec. 13-2: Application
Sec. 13-3: Definitions

DRAFT

Sec. 13-4: Prohibited Activities
Sec. 13-5: Agent to be Personally Liable for Noise Ordinance Violations
Sec. 13-6: ~~Director~~ Parks Manager Authorized to Promulgate Regulations
Sec. 13-7: Violations; Penalties

Sec. 13-1. Purpose.

The stated purpose of this ordinance is to provide rules and regulations for the use of and conduct in the parks of the City.

Sec. 13-2. Application.

This ordinance shall apply to all parks, as herein defined, of the City unless expressly exempted herein. This ordinance is not intended to replace or supersede any Federal Law or any other law or penalty set forth in this Code or in the Idaho Code.

Sec. 13-3. Definitions.

For the purposes of this ordinance and any regulations promulgated hereunder, the following terms, phrases, words and their derivatives shall have the meanings given in this section. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" and "'will" are mandatory, and "may" is permissive. Words not defined in this Section shall have their common and ordinary meaning.

A. *Agent* shall mean a person authorized by an entity to act for or in the place of the entity, which shall be the principal.

~~B.*Director* shall mean the Director of Parks and Recreation of the City or his or her duly appointed designee~~

~~C~~B. *Entity* shall mean any form of partnership, firm, business association, corporation, company or organization of any kind.~~-~~ An entity shall have an authorized agent.

~~D~~C. *Park* shall mean a park, playground, or any other area of the City owned or used by the City and devoted to active or passive recreation.

D. *Parks Manager* shall mean the Manager of Parks and Recreation of the City or his or her duly appointed designee.

E. *Principal* shall mean the entity which has directed the agent to act for the entity's benefit and subject to such entity's direction and control.

Sec. 13-4. Prohibited Activities.

The following acts are prohibited in a park:

A. To engage in threatening or abusive language or to engage in any disorderly conduct or behavior that would breach the public peace, or that would interfere unreasonably with any person lawfully using the park.

B. To possess alcoholic beverages or to be under the influence of any alcoholic beverage while present in a park except in accordance with specific regulations adopted by the Council by resolution or pursuant to a sidewalk café license or as otherwise authorized or permitted by City.

C. To discharge any illegal fireworks.

D. To throw, discharge or otherwise place or cause to be placed in the waters of any fountains, stream or other body of water, in or adjacent to any park or any tributary stream, storm

DRAFT

sewer or drain flowing into such water, any substance, matter or thing, liquid or solid, which will or may result in the pollution of said waters.

E. To dispose of garbage, rubbish or refuse in a park other than garbage, rubbish or refuse generated within such park. Garbage, rubbish or refuse generated within such park shall be deposited in the receptacles so provided. Where receptacles are not provided, all such garbage, rubbish or refuse shall be carried away from the park by any person or entity responsible for its presence and properly disposed of elsewhere.

F. To attach or implant stakes, posts, rope, cable or other contrivance to any tree, fence, railing, bench or other structure without prior approval.

G. To dig or remove, without authorization of the ~~Director~~Parks Manager, any soil, rocks, sand, stones, trees, shrubs, plants or other wood or materials or make any excavation whatsoever.

H. To use a restroom in an unsanitary manner.

I. To drive any motor vehicle on any area except the paved park roads or parking areas or such areas as may be specifically designated as temporary areas, unless authorized by the ~~Director~~Parks Manager.

J. To kindle, build, maintain or use a fire except in places provided for such purposes. Any fire allowed herein shall be continuously under the care and direction of a competent adult from the time it is kindled until the time it is extinguished.

K. To camp or stay overnight anywhere except in designated areas with prior approval of the ~~Director~~Parks Manager.

L. To set up temporary shelter for any use except pursuant to a valid permit.

M. To paste, glue, tack or otherwise post any signs, advertisements or inscriptions whatever, except as may be authorized by the ~~Director~~Parks Manager.

N. To engage in what has been defined as a "Special Use" by regulation, without a permit or fail to pay fees and deposits if required by the ~~Director~~Parks Manager.

O. To fail to produce and exhibit any permit upon request of any authorized person who shall desire to inspect the same for any lawful purpose.

P. To fail to abide by any such other regulations and requirements promulgated by the ~~Director~~ Parks Manager as authorized by this ordinance.

(Ord. 2010-11, 06/07/2010)

Sec. 13-5. Agent to be Personally Liable for Noise Ordinance Violations.

Any agent of a person or of an entity using parks pursuant to this Ordinance shall be personally liable for any violation of the Moscow City Noise Ordinance (Code Title 10, Chapter 11) resulting from such use.

Sec. 13-6. ~~Director~~ Parks Manager Authorized to Promulgate Regulations.

The ~~Director~~ Parks Manager may, from time to time, promulgate regulations regarding park use not inconsistent with this ordinance.

Sec. 13-7. Violations; Penalties.

Any person or entity violating the provisions of this Chapter shall, unless otherwise provided by law, be guilty of a misdemeanor and shall be fined pursuant to this Code and the Idaho Code.

SECTION 19: That Moscow City Code Title 5, Chapter 15 be amended as follows:

DRAFT

• • •

Sec. 15-8. Public Nuisance.

Any person who knowingly causes, creates or allows a condition which is not in compliance with this Ordinance shall be considered to have created a public nuisance. In the event such nuisance is not abated, the person notified of such nuisance does not immediately abate such nuisance, and the ~~Public Works Director~~ City Engineer has determined it to be an immediate threat to any person or any property~~,~~; the City is hereby empowered to abate such nuisance. The reasonable cost of such abatement shall be filed as a lien against the property upon which the nuisance was located.

• • •

SECTION 20: That Moscow City Code Title 5, Chapter 16 be amended as follows:

• • •

Sec. 16.2. Definitions.

For purposes of this Chapter, the following terms have the following meaning:

A. *City Sanitary Collection System*: Municipal network used to convey wastewater from its source to the City's Water Reclamation and Reuse Facility ~~Wastewater Treatment Plant~~.

~~B. *City Wastewater Treatment Plant* *Water Reclamation and Reuse Facility*: The City facility located at 2221 West Pullman Road, Moscow, Idaho, where chemical, biological and mechanical processes are applied to contaminated water to remove, reduce or neutralize contaminates prior to release to a receiving water.~~

B~~C~~. *Discharge*: An addition to City Wastewater Treatment System of portable toilet waste from any discernable, confined, discrete conveyance.

C~~D~~. *Portable Toilet Waste*: Typical domestic waste from portable toilets such as human feces, paper products, and preservation chemicals and perfumes. Portable toilet waste shall not include sanitary waste from a commercial or industrial facility or waste from other sources such as oil/water separators, grease traps or grease interceptors.

D~~E~~. *Portable Toilet Waste Hauler*: Any person engaged in transporting or discharging portable toilet waste.

E~~F~~. *Wastewater Treatment System*: City Sanitary Collection System and Water Reclamation and Reuse Facility~~City Wastewater Treatment Plant,~~ which is designed to be used to dispose of wastewater.

F. *Water Reclamation and Reuse Facility*: The City facility located at 2221 West Pullman Road, Moscow, Idaho, where chemical, biological and mechanical processes are applied to contaminated water to remove, reduce or neutralize contaminates prior to release to a receiving water.

Sec. 16-3. Discharge from portable toilet waste haulers.

A. Permitted Discharge. A portable toilet waste hauler shall be permitted to discharge portable toilet waste at the Water Reclamation and Reuse Facility~~City Wastewater Treatment Plant~~ only with a valid permit authorized by this Chapter.

B. Prohibited Discharge. Every portable toilet waste hauler is prohibited from discharging the following within City limits:

DRAFT

1. Portable toilet waste(s) at any location in the City's sanitary collection system; and
2. Domestic waste (waste from household sources) from a source other than a portable toilet holding tank, marine holding tank, or other such tank or container; and
3. Non-domestic waste including, waste from an industrial or commercial facility, oil/water separator, or a grease trap.

Sec. 16-4. Portable toilet waste hauling permit required; application.

There is hereby required a permit for every person who intends to discharge portable toilet waste at the City's Water Reclamation and Reuse Facility Wastewater Treatment Plant. Every portable toilet waste hauler shall complete a portable toilet waste hauler permit application on a form provided by City. The permit shall be issued by City's Water Reclamation and Reuse Facility Wastewater Treatment Plant Supervisor.

Sec. 16-5. Conditions of permit.

Every portable toilet waste hauler shall provide documentation concerning the type and origin of the waste being discharged. The portable toilet waste hauler shall provide the name and address of the customer, the volume of waste to be discharged into City's Water Reclamation and Reuse Facility, Wastewater Treatment Plant and any other information required by the portable toilet waste hauler permit.

Sec. 16-6. Manifest required.

A. Every portable toilet waste hauler shall complete a manifest in a form supplied by City, prior to discharge at City's Water Reclamation and Reuse Facility Wastewater Treatment Plant. Such manifest shall require documentation of the final destination or disposal site of any included waste which are rejected for disposal at City's Water Reclamation and Reuse FacilityWastewater Treatment Plant. Waste may be rejected for failure to meet established sampling or discharge requirements, limitations or other conditions established by the City.
B. The City may perform random sampling, without prior notice to a portable toilet waste hauler, to determine the contents of the portable toilet waste discharge. The City may also develop and implement sampling criteria and procedures as necessary to meet trucked or hauled waste monitoring requirements.

Sec. 16-7. Times and location of discharge.

Every permitted portable toilet waste hauler shall discharge waste only at the portable toilet waste hauler receiving facility located at City's Water Reclamation and Reuse Facility Wastewater Treatment Plant. Portable toilet waste shall not be discharged to City's Wastewater Treatment System or City Collection System at any other location. Regular hours for receiving portable toilet waste shall be established by City and conspicuously posted at the Water Reclamation and Reuse FacilityCity Wastewater Treatment Plant.

Sec. 16-8. Fees.

Fees for the discharge of portable toilet waste(s) at City's Water Reclamation and Reuse Facility Wastewater Treatment Plant shall be established by Resolution of the Council from time to time.

Sec. 16-9. Penalties.

DRAFT

A. Any person who violates any provision of this Section is guilty of a misdemeanor.
B. Failure to comply with every portable toilet waste hauler permit condition shall result in the immediate suspension of the portable toilet waste hauler permit.
C. A portable toilet waste hauler whose permit is suspended shall not have the permit reinstated until City is satisfied that the portable toilet waste hauler shall comply with the provisions of this Chapter. A decision of City's Water Reclamation and Reuse Facility ~~Wastewater Treatment Plant s~~Supervisor to deny, to suspend or to revoke a permit may be appealed to the Council.

Sec. 16-10. Appeals.

A. Appeal from a decision of City's Water Reclamation and Reuse Facility ~~Wastewater Treatment Plant~~ Supervisor shall be taken by filing with the Clerk written notice thereof within five (5) days following the denial or entry of the order of suspension or revocation of the permit. The notice of appeal shall specify an address at which the person appealing may be given notice of hearing on the appeal.
B. At the appeal hearing before the Council, the applicant or person appealing shall be entitled to appear in person and offer evidence pertinent to the denial, suspension or revocation or may appear through legal counsel. The Clerk, ~~Public Works Director~~ a Designated City Official~~or designee~~, and/or legal counsel for the City shall likewise be entitled to appear at the hearing and offer evidence in support of the denial, order of suspension or revocation. The City Supervisor shall be responsible for choosing the Designated City Official.
C. The Council shall determine whether the denial, suspension or revocation shall be sustained and shall make a final reasoned statement in writing within fifteen (15) business days following the close of the hearing.

SECTION 21: That Moscow City Code Title 5, Chapter 17 be amended as follows:

. . .

Sec. 17-3. Definitions.

For purposes of this Chapter, the following term(s) shall have the meaning given herein:

A. *Automatic shut-off mechanism*. A device or attachment which immediately and automatically shuts off the flow of water from a hose when the hose is not being physically held or operated by a person, such as a pistol or trigger spray hose nozzle or other automatic positive shut-off nozzle. A device or attachment which shuts off water flow by measuring or metering water (such as a mechanized water timer) or a device or attachment which shuts off water flow after a certain measurement of time (such as an electronic water timer), is not an automatic shut-off mechanism for purposes of this Chapter.
B. *Impervious Surface*. A durable surface made of or similar to gravel, asphalt, concrete, cement, brick, or combination thereof, which is laid down on or applied to an area including, but not limited to, a sidewalk, parking lot, etc., for the purpose of creating a permanent or semi-permanent surface which could sustain vehicular, foot, or bicycle traffic or other means of transportation, and where vegetation is unlikely to grow.
C. *Irrigation System*. Any device(s) or system(s) utilizing a hose, pipe, and/or other conduit which connects to any source of ground and/or surface water and through which water is conveyed and/or drawn in order to apply such water to land, crops, plants, and/or other vegetation including, but not limited to, sprinklers, in-ground irrigation, or a similar system.

DRAFT

"Irrigation system" shall not include an automatic shut-off mechanism, as defined in this Chapter.

D. *Outdoor Irrigation*. The act or process of watering or wetting landscaping, grass, trees, plants, and/or other vegetation by causing water from the City's water supply to flow upon, over, through or into property with sprinklers, sprinkler hoses, soaker hose(s) (water weeping types), drip irrigation systems, in-ground irrigation systems, or by other similar means. Irrigation with hand-held hose(s) of one inch (1") or less inside diameter equipped with an automatic shut-off mechanism, or irrigation using a container of five (5) gallons or less shall not be considered outdoor irrigation for purposes of this Chapter.

E. *Outdoor Irrigation Season*. The period within each calendar year declared by the ~~Public Works Director~~ City during which Outdoor Irrigation is allowed within City limits. As weather conditions permit, the Outdoor Irrigation Season shall begin seventy-two (72) hours after the ~~Public Works Director~~ City declares the start of such Outdoor Irrigation Season. The ~~Public Works Director~~ City shall declare and advertise the ending date of the Outdoor Irrigation Season at least two (2) weeks prior to such ending date.

Sec. 17-4. ~~—~~Outdoor Irrigation of Impervious Surfaces Prohibited.

No person shall cause or permit an irrigation system under the ownership, supervision, and/or control of such person to apply water directly or indirectly to an impervious surface, unless otherwise allowed by this Chapter.

Sec. 17-5: ~~—~~Outdoor Irrigation Season and Hours.

Outdoor Irrigation shall be allowed only between the hours of 6:00 p.m. and 10:00 a.m. local time, during the Outdoor Irrigation Season unless modified by variance pursuant to this Chapter. Outdoor Irrigation shall be prohibited at all times not within the declared Outdoor Irrigation Season, unless permitted by Variance issued by the ~~Public Works Director~~ City in cases of newly established lawns or landscaping. Outdoor Irrigation by means of soaker hose(s), (water weeping types) or drip-irrigation systems may occur at any time during the Outdoor Irrigation Season specified herein.

• • •

Sec. 17-7. ~~-~~ Variance from Water Conservation Regulations.

The ~~Public Works Director~~ City ~~or designee~~ may grant permission to an applicant for variance from the provisions of this Chapter where it is established that there is a hardship or special circumstance
which requires such a variance (e.g., establishment of newly seeded or sodded turf grass and/or landscaping; application of chemicals which requires immediate irrigation to preserve lawn or landscaping; physical necessity; etc.). When granting a variance, the ~~Public Works Director~~ City ~~or designee~~ shall establish such conditions and limitations as are necessary to further the purposes of this Chapter.

Sec. 17-8. Penalties

A. Any person violating any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof in a court of competent jurisdiction, shall be punished pursuant to this Code and the Idaho Code.

DRAFT

B. The imposition of a penalty for any violation of this Chapter shall not excuse the violation or permit it to continue.
C. Each day or part thereof in which an activity occurs which is prohibited by this Chapter, shall constitute a separate offense.
D. For purposes of this Chapter, no violation shall be prosecuted unless the City ~~Public Works Director or designee or the City Police Department~~ has made at least one (1) attempt to contact and to request relief from the person responsible for the violation.

SECTION 22: That Moscow City Code Title 5, Chapter 18 be amended as follows:

• • •

Sec. 18-4. Administrative Responsibilities.

A. The City designates its Arts ~~Director~~ Manager or designee, in cooperation with the Moscow Arts Commission, to be responsible for the location and selection of all public art in the City. The Arts ~~Director~~ Manager shall make recommendations for and shall advise other City departments regarding the maintenance, repair, or other conservation of public art.
B. Public art selected shall be consistent with the City's Comprehensive Plan, zoning and subdivision ordinances, and land uses contemplated therein.
C. The Moscow Arts Commission shall make reports regarding the public art selected for the Capital Improvement Project from time to time as requested by the Mayor and/or the Council.

• • •

SECTION 23: That Moscow City Code Title 6, Chapter 1 be amended as follows:

• • •

Sec. 1-4. Application for Permit.

Any person desiring to live in a trailer within the City shall make application to the ~~Community Development Director or designee~~Zoning Administrator for a permit ~~s~~to ~~d~~to ~~s~~do, setting forth in said application the name of the applicant, the names of all persons who shall reside in such trailer, a general description of the trailer sufficient to permit identification of the same, the applicant's automobile license number, the location where the applicant proposes to live in said trailer, the name of the person owning, leasing or managing such ground who gave permission to applicant to park his trailer upon the proposed location, a description of the toilet and sanitary facilities which will be available to applicant, and such information as the ~~Community Development Director or designee~~Zoning Administrator may require. There shall be no fee for such permit.

Sec. 1-5. ~~Community Development Director~~Zoning Administrator to Issue Permit; Time Limit.

Upon such application, the ~~Community Development Director or designee~~Zoning Administrator or designee may, in the ~~Director's~~ Administrator's discretion, issue a permit allowing such applicant and the persons named in the application to reside in the trailer described in said application, for a period ~~of~~ not to exceed sixty (60) days. Such permit shall be nontransferable.

DRAFT

• • •

Sec. 1-10. Application for Revocation of Permits.

Any person may file application in duplicate with the ~~Community Development Director~~Zoning Administrator or designee asking for revocation of any trailer license.

• • •

SECTION 24: That Moscow City Code Title 6, Chapter 2 be amended as follows:

• • •

Sec. 2-3. Definitions.

As used in this Chapter, unless the context otherwise indicates:

A. *Accessory Parking Area.* A common enclosed area set aside for the parking and storage of vehicles and mobile units accessory to everyday life. Such units may include, but are not limited to, motor homes, travel trailers, pickup campers, boats, motorcycles and other similar items.

B. *Accessory Structure.* A structure intended for other than dwelling purposes that is within a mobile home park. Such a structure would include, but not be limited to, storage areas, laundry facilities, recreation halls, maintenance shops, etc.

C. *Application, Mobile Home Park.* Required form provided by the City to be completed and submitted to the City along with accompanying maps and other information.

D~~H~~. *Buffer Zone.* The area immediately within the external property lines of any mobile home park which is intended as an open transitional area between the mobile home development and adjacent land uses.

E~~D~~. *Building.* Any structure having a roof building for the complete enclosure of persons or property of any kind upon real property, but excluding all forms of vehicles even though immobilized.

F~~E~~. *Building Code for Mobile Homes.* Provides for the standards for construction of mobile homes as adopted in the Idaho Advisory Building Code as adopted by the State of Idaho.

G~~F~~. *Building Codes.* The latest edition of any building code as currently adopted by the Council.

H~~G~~. *Building Permits.* A written form of permission to develop or alter structures placed on real property or its appurtenances constructed to the standards provided for in the Code.

~~H. *Buffer Zone.* The area immediately within the external property lines of any mobile home park which is intended as an open transitional area between the mobile home development and adjacent land uses.~~

I. *Construction Permit.* An official certificate issued by the City granting permission, after all final plans are approved, to start construction (roads, utilities, site preparation, etc.) on the development of a mobile home park.

J. *Mobile Home (Relocatable Housing).* A detached single family dwelling unit or a dwelling unit for use as a component in a two family or multi family structure with all of the following characteristics:

1. Designed for long term occupancy, containing complete sleeping accommodations, toilet facilities, bath facilities, kitchen facilities, with plumbing and electrical connections provided for connection to an outside system.

DRAFT

2. Designed to be transported after fabrication on its own wheels, or on a flatbed or other trailer or detachable wheels.

3. Built to arrive at the site where it is to be occupied as a dwelling unit complete, including major appliances, and ready for occupancy, except for minor and incidental unpacking and assembly operations, location on foundation supports or integration into a prepared structure.

4. Meets the requirements set forth in Idaho Code Title 39, Chapter 41, as amended from time to time by the State Legislature.

K. *Mobile Home, Double Wide or Triple Wide*. A mobile home consisting respectively of two (2) or three (3) sections combined horizontally or stacking vertically at the site to form a single dwelling, while still retaining their individual chassis for possible future movement.

L. *Mobile Home Park*. A tract of land under single ownership developed for the purpose of providing rental space for parking mobile homes on individual lots and for accessory structures to serve the residents within its confines.

M. *Mobile Home, Single Wide*. A transportable structure which is at least ten feet (10') ~~feet~~ in width and over thirty--two feet (32') ~~feet~~ in length, built on a chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities.

N. *Mobile Home Stand*. That part of an individual lot in a mobile home park which has been reserved for the placement of a mobile home. Stand shall be constructed of concrete as required by the administrative authority.

O. *Park Operator's Permit*. A written form of permission by the ~~Director of Community Development~~ Zoning Administrator upon approval of satisfactory completion of development and after final inspection is made and approved before occupancy is allowed on any completed phase of development.

P. *Recreation Area*. Space within a mobile home park having open area and/or recreational equipment to be used for the leisure activities of residents of the development.

Q. *Setback*. The area between the property or lot line and the line beyond which buildings may legally be located.

R. *Setback Front*. The distance from the property or lot line on a private or public right-of-way to the building line. When the lot does not adjoin a private or public right-of-way, any side of the lot may be designated as the "front."

S. *Setback Rear*. The setback from the property or lot line on the opposite side of the lot from the front setback. For a triangular shaped lot, the setback shall be measured from a line ten feet (10') ~~feet~~ in length within the lot which is parallel to the front lot line, or parallel to the chord of a curved front lot line.

T. *Setback Side*. The setbacks from the property line or lot lines remaining after the front and rear setbacks have been determined.

U. *Space Occupancy Permit*. A written form of permission issued by the ~~Director of Community Development~~ Zoning Administrator to the mobile home park owner or operator to permit a mobile home to be placed on a mobile home stand in a mobile home park. Space occupancy permit gives approval that the mobile home can be occupied at that particular site.

V. *Structure*. That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

W. *Utilities*. Basic public service facilities such as water lines, sewer lines, natural gas lines, electric power lines, telephone wires and community television antenna lines.

X. *Yard.* Open, unoccupied space in front, rear or side on the same lot with a building.

DRAFT

Sec. 2-4. Application Procedure for Mobile Home Development.

The following is the application procedure for the development of mobile home parks in the City. A person wishing to make application for a mobile home park should contact the Zoning Administrator ~~City Director of Community Development~~ or ~~his or her~~ designee to determine the regulations and requirements for such a development. A conference between the applicant and appropriate City staff will be scheduled.

A. To provide clarification of the entire mobile home park development process;
B. To allow the City staff to express their professional views about the proposed site;
C. To review adequacy of utilities for the development; and
D. To clarify public utility and other development policies of the City.

Sec. 2-5. Application and Preliminary Plans.

The applicant shall submit an application on the form prescribed by the City and at least five (5) complete sets of preliminary plans to the Zoning Administrator ~~City Director of Community Development~~ for consideration by the Planning and Zoning Commission at least twenty (20) days prior to the meeting at which such plans will be considered. The application and preliminary plans shall include at least the following:

A. Application:
   1. Name, address of developer and names of principal professional personnel involved in plan preparation;~~.~~
   2. Legal description of development site;~~.~~
   3. Area of proposed development measured in acres and square feet;~~.~~
   4. Percentage of total area to be set aside for use in common or recreation;~~.~~
   5. Number of spaces or lots intended for development;~~.~~ and
   6. Any intentions for phasing the project.

B. Preliminary Plans:
   1. A drawing to scale of not less than one inch (1") inch to fifty feet (50') ~~feet)~~, showing all land uses in the periphery of the development and all public and private roads within three hundred feet (300') ~~feet~~ of the development. Development area to be distinctly shown on the above-mentioned drawings;~~.~~
   2. A topographical map showing existing and final contours and drainage systems through the development, with maximum contour intervals of five feet (5') ~~feet~~, extending not less than one hundred fifty feet (150') ~~feet~~ beyond the boundaries of the development area;~~.~~
   3. Tentative patterns of streets, bikeways and walkways, showing width and separation of same, and their relationship to similar facilities outside the boundaries of the proposed development, including sizing. Proposed street names shall be shown;~~.~~
   4. Location and specific nature of open area and playground equipment, if any;~~.~~
   5. Location of all existing and proposed structures within the development;~~.~~
   6. Location and precise nature of buffer area and its contents;~~.~~
   7. A conceptual plan of landscaping indicating type (trees, shrubs, ground cover) and general extent of plantings and a statement regarding the proposed maintenance program;~~.~~
   8. Tentative location of lots or spaces and location of major areas intended for use in common;~~.~~ and
   9. Any other details specifically requested to be shown at the preliminary conference.

C. The preliminary plans will be submitted to the City to be examined for conformance to this Chapter ~~by the Director of Community Development~~ before being scheduled on the agenda

DRAFT

of the Planning and Zoning Commission. The ~~Director of Community Development will submit the~~ preliminary plans will be submitted for comment to the City Engineer, the Fire Chief, and the City building official at least fifteen (15) days prior to the scheduled meeting before the Planning and Zoning Commission. City staff comments will be provided within ten (10) days from the date they are provided copies of the development plans. If the plans are in conformance with this Chapter, they will be submitted to the Planning and Zoning Commission along with comments from City staff. The Planning and Zoning Commission will review the plans and will approve or disapprove the plans, approve the plans conditionally or request modification of the plans within sixty (60) days after the first meeting at which they are considered. Plans recommended for approval will be forwarded to the Council for their review.

Sec. 2-6. Final Plans.

A. The final plans will include detailed drawings on all physical developments of the park development and any other requirements determined during the approval process of the preliminary plans. Within a year after the Planning and Zoning Commission approval of the preliminary plans, the applicant shall submit five (5) copies of the final plans to the Zoning Administrator ~~Director of Community Development~~ twenty (20) days before the scheduled meeting of the Planning and Zoning Commission. The Zoning Administrator ~~Director of Community Development~~ shall submit copies of the final plans to the City Engineer, the Fire Chief and the building officials fifteen (15) days prior to consideration before the Planning and Zoning Commission, allowing ten (10) days for staff review. Final plans will be checked for conformance with the concepts presented and approved in the preliminary plans, the requirements of this Chapter and City standards before submitting the final plans to the Planning and Zoning Commission for its approval. If the Planning and Zoning Commission finds the final plans to be in conformance with the approved preliminary plans, the plans will be approved and forwarded to the Council. The final plan shall include:

1. A survey by a licensed surveyor indicating exterior boundary, public rights-of-way, lot sizes, easements, recreation area and any other information required by the City Engineer;
2. Construction plans prepared by a licensed engineer indicating alignment and grade for water, sanitary sewer, storm sewer and streets;
3. Parking location and layout;
4. Street lighting layout;
5. Space numbering;
6. Fire protection plan; content determined by the Zoning Administrator~~Director of Community Development~~; and
7. Landscaping plan (including species and placement of planted materials):
   a. At least one (1) tree per every mobile home unit;~~.~~
   b. Trees and other plantings shall conform to size standards established in the "American Standards for Nursery Stock~~.~~"; and
   c. All common areas and lots not utilized for structures, parking or other landscaping shall be covered by turf or other vegetative ground cover.

B. Before occupancy permits are issued, record built drawings of all construction prepared by a licensed engineer will be submitted to the City Engineer.

Sec. 2-7. Permits.

DRAFT

The following permits shall be required for mobile home parks:

A. Construction Permit.~~:~~ Issued by the ~~Director of Community Development~~City upon approval of all final plans by the Council or authorized by the ~~Director of Community Development~~City to start construction on a mobile home park.
B. Park Operator's Permit.~~:~~ To be issued by the ~~Director of Community Development~~City upon approval of satisfactory completion of development and after final inspection is made and approved before occupancy is allowed on any completed phase of development.
C. Space Occupancy Permit.~~:~~ Issued to park owner before the siting or re-siting of mobile home on specific lot and mobile home stand in mobile home park.~~-~~ Used to determine that mobile home locating on a given site meets all required codes; approved site and mobile home will be issued a certificate of occupancy.
D. Plumbing Permit.~~:~~ Issued to owner of mobile home to cover connection of unit into park water and sewer system.
E. Electrical Permit.~~:~~ Issued to owner of mobile home to cover connection of unit to park electrical system.
F. Gas Permit.~~:~~ Issued to owner of mobile home to cover connection of gas to mobile home unit.
G. Building Permit.~~:~~ Issued to cover construction of any structure within the park and is issued to the owner of the structure.

• • •

Sec. 2-20. Space Numbering.

Each lot in a mobile home development shall be conspicuously marked with the proper lot number that will provide identification of that site. Such numbering shall be subject to approval of the ~~Director of Community Development~~City.

• • •

Sec. 2-22. Responsibilities of Park Management.

A. The operator of a mobile home park shall operate the park in compliance with this Chapter and regulations issued hereunder and shall provide adequate supervision to maintain the park, its facilities and equipment in good repair and in a clean and sanitary condition.
B. The park management shall notify park occupants of all applicable provisions of this Chapter and inform them of their duties and responsibilities under this Chapter and regulations issued hereunder.
C. The park management shall be responsible for obtaining all necessary permits required by this Chapter for placement and replacement of each mobile home on its stand and the installation of all utility connections. An occupancy certificate for the mobile home will not be issued until proper inspections have been made by the ~~Director of Community Development~~City. A mobile home shall not be occupied for dwelling purposes until an occupancy certificate has been issued by the ~~Director of Community Development~~City. An occupancy certificate will not be issued for a mobile home not meeting the standards adopted by the State Code.
D. An office shall be maintained on all mobile home park premises which allows residents to contact the management at least on a forty (40) hour per week basis.

• • •

Sec. 2-24. Violation of Provisions; Operations Suspension.

DRAFT

A. Whenever, upon inspection of any mobile home park, the ~~Director of Community Development~~City finds that conditions or practices exist which are in violation of any provision of this Chapter, or the park operator's permit for the development or any other regulation adopted pursuant thereto, the ~~Director of Community Development~~City shall give notice which shall:

1. Be in writing;
2. Include a statement of the reason for its issuance;
3. Allow a reasonable time for the performance of any act it requires;
4. Be served upon the owner or owner's agent when a copy thereof has been sent by certified or regular mail to the owner or owner's agent's last known address, or when the owner or owner's agent has been served with such notice by any other method authorized or required by the laws of this state; and
5. Contain an outline of remedial action, which, if taken, will effect compliance with the provisions of this Chapter and with regulations adopted pursuant thereto.

B. At the end of the specified time period, the ~~Director of Community Development~~City shall reinspect such mobile home park and, if such conditions or practices have not been corrected, the ~~Director of Community Development~~City shall take legal action to have the mobile home park operator's permit revoked and have the mobile home park cease operation, or have the City hire or contract for remedial action to correct the problem and bill the park operator for these costs or put a lien on the~~his~~ property.

C. Any person whose mobile home park has received notice their mobile home park operator's permit will be revoked unless certain conditions or practices at the mobile home park are corrected, may request a hearing on the matter before the Council. The mobile home park owner/operator has thirty (30) days to appeal the ruling of the ~~Director of Community Development~~City and to file an appeal with the Council.

D. The filing of the request for a hearing shall operate as a stay of notice of suspension. Under receipt of such petition, the Council shall set the time and place for such a hearing and shall give the petitioner notice thereof. At such hearing, the petitioner shall be given the opportunity to be heard, and to show why such notice should be modified or withdrawn. The hearing shall be commenced no later than thirty (30) days after the day on which the petition was filed; provided, upon application of the petitioner, the date of the hearing may be postponed for a reasonable time beyond such thirty (30) day period when it is felt that the petitioner has submitted good and sufficient reasons for postponement.

E. After such hearing, the Council shall make findings as to compliance with the provisions of this Chapter and regulations issued thereunder and shall issue orders in writing sustaining, modifying or withdrawing the notice which shall be served in a manner prescribed in this Code. Upon a failure to comply with the order sustaining or modifying a notice, the operation of the mobile home park affected by the order shall be stopped or corrective action taken by the City and charged to the park operator. The proceedings at such a hearing, including the findings and decisions of the Council, together with a copy of every notice and order related thereto, shall be entered as a matter of public record of the Council, but the transcript of the proceedings need not be transcribed unless judicial review of the decision is sought as provided by laws of this ~~s~~State.

F. When the ~~Director of Community Development~~City finds an emergency exists which requires immediate action to protect the public health, he or she may, without notice of hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken

DRAFT

as he or she may deem necessary to meet the emergency, including the suspension of operation and the revoking of the park operator's permit. Notwithstanding any other provisions of this Chapter, such order as directed shall comply therewith immediately, but upon petition to the Council, shall be afforded a hearing as soon as possible.

• • •

SECTION 25: That Moscow City Code Title 7, Chapter 9 be amended as follows:

• • •

Sec. 9-3. Cross-Connections.

A. The City shall have the authority to establish requirements more stringent than the Idaho Department of Environmental Quality (IDEQ) Rules, Idaho Administrative Procedure Act (IDAPA) Section 58.01.08, "Idaho Rules for Public Drinking Water Systems", if it is deemed that conditions so mandate. The control or elimination of cross-connections shall be in accordance with this Chapter together with the latest editions of the Pacific Northwest Section of the American Water Works Association "Cross Connection Control Manual Accepted Procedure and Practice" and the Foundation for Cross-Connection Control and Hydraulic Research "Manual of Cross-Connection Control~~.~~". The ~~Public Works Director~~ City Supervisor or designee shall adopt rules and regulations as necessary to carry out the provisions of this Chapter.

B. No water service connection to any premises shall be installed or continued in use unless the water supply is protected by a backflow prevention assembly or a backflow prevention device as may be required by this Chapter. The installation or maintenance of a cross-connection which may endanger the water quality of the potable water supply of the City shall be unlawful and is prohibited. Any cross-connection now existing or hereafter installed which endangers such water quality is hereby declared to be a public nuisance and the same shall be abated.

Sec. 9-4. Use of a Backflow Prevention Assembly.

A. A backflow prevention assembly shall be installed on any premises where, in the judgment of the ~~Public Works Director or designee~~City, the nature and extent of the activities undertaken, or the materials stored on the premises, would present an immediate and dangerous hazard to health and/or be deleterious to the quality of the water should a cross-connection occur. The installation of the backflow prevention assembly shall occur even though a cross-connection may not exist at the time the backflow prevention assembly is installed. The ~~Public Works Director or designee~~City shall determine the need for a backflow prevention assembly after considering conditions that include, but are not limited to, the following:

1. Premises having an auxiliary water supply.
2. Premises having internal cross-connections that are not correctable, or intricate plumbing arrangements which make it impracticable to ascertain whether or not cross-connections exist.
3. Premises where entry is restricted so that inspections for cross-connections cannot be made with sufficient frequency or at sufficiently short notice to assure that cross-connections do not exist.
4. Premises having a repeated history of cross-connections being established or re-established.

DRAFT

5. Premises on which any substance is handled under pressure so as to permit entry into the public water supply, or where a cross-connection could reasonably be expected to occur. This shall include the handling of process waters and cooling waters.

6. Premises where materials of a toxic or hazardous nature are handled in such a way that if back siphonage should occur, a serious health hazard might result.

7. The following types of facilities will fall into one (1) of the above categories where a backflow prevention assembly is required to protect the public water supply. A backflow prevention assembly shall be installed at such facilities unless the City ~~Public Works Director or designee~~ determines that no hazard exists:

a. Hospitals, mortuaries, clinics, dental clinics, veterinarian clinics, and the like.
b. Laboratories.
c. Metal plating industries.
d. Piers and docks.
e. Sewage treatment plants.
f. Food or beverage processing plants.
g. Restaurants.
h. Chemical or other industrial plants.
i. Petroleum processing or storage plants.
j. Radioactive material processing plants or nuclear reactors.
k. Where a single water service is used to supply three (3) or more businesses.
l. Where the meter serving the property is one and one-half inches (1 1/2") or larger.
m. Any building on a hill or any building having any plumbing fixture that is thirty feet (30') or higher above the water meter face.
n. Agricultural chemical storage, formulation and distribution facilities.
o. Tank truck fill stations.
p. Car washes.
q. Fire sprinkler systems.
r. Underground irrigation systems.
s. Any other agricultural, commercial, and industrial facility that has the potential to introduce contaminants into the public water system.

8. Other premises, as specified by the ~~Public Works Director or designee~~City, where backflow prevention assemblies are required to protect the public water supply.

B. The type of protective assembly required shall depend on the degree of hazard which exists:

1. An Air-Gap separation or a Reduced Pressure Backflow Assembly shall be installed where the public water supply may be contaminated with sewage, industrial waste of a toxic nature, or other contaminant which could cause a health or system hazard.

2. In the case of a substance which may be objectionable but not hazardous to health, a Double Check Valve Assembly, Pressure Vacuum Breaker Air-Gap separation, or a Reduced Pressure Backflow Assembly shall be installed.

3. All fire sprinkler systems shall have as a minimum level of protection, an approved Double Check Valve Assembly. If it is determined that a potential health hazard exists, an approved Reduced Pressure Backflow Assembly shall be required by the City.

4. All premises with an auxiliary water supply shall have, as a minimum level of protection, an approved Reduced Pressure Backflow Assembly.

C. A backflow prevention assembly required by this Chapter shall be installed at the meter, at the property line of the premises when meters are not used, or at a location designated by the

DRAFT

~~Public Works Director or designee~~City. The assembly shall be located so as to be readily accessible for maintenance and testing.

D. A backflow prevention assembly required by this Chapter shall be installed under the supervision of, and with the approval of, the ~~Public Works Director or designee~~Designated City Official.

E. Any protective assembly required by this Chapter shall be a model approved by the ~~Public Works Director Designated City Official or designee~~City. A Double Check Valve Assembly, Pressure Vacuum Breaker, or a Reduced Pressure Backflow Assembly will be approved if it has successfully passed performance tests of the University of Southern California Engineering Center or other testing laboratories satisfactory to the ~~Public Works Director~~ City ~~or designee~~. Every assembly required in this Chapter shall be furnished and installed by, and at the expense of, the customer.

F. A backflow prevention assembly required by this Chapter shall pass an initial test performed by a licensed BAT at the expense of the customer, and shall have a tag attached to the assembly by the BAT who performed said test and shall indicate the date of said test, prior to inspection and delivery of water service.

G. A backflow prevention assembly installed pursuant to this Chapter, shall be inspected, tested, and tagged annually, or more often if necessary. Inspections, tests and maintenance shall be at the customer's expense. Inspections, tests, repairs and records thereof shall be accomplished under the ~~Public Works Director's~~ Designated City Official's ~~or designee's~~ supervision by a licensed BAT.

H. All installed assemblies protecting underground irrigation systems shall be tested within ten (10) business days of annual recharge (start-up), and no later than the 30th day of June, each year.

I. All other installed assemblies shall be tested no later than the 30th day of September, each year.

J. The ~~Public Works Director or designee~~City shall have the authority to set and modify due dates by which backflow assembly test(s) required by this Chapter must be completed.

K. Whenever an assembly fails testing, it shall be repaired, replaced, or isolated at the customer's expense in accordance with IDAPA Section 58.01.08.

L. Whenever an assembly fails testing, the BAT performing the test shall notify both the ~~Public Works Director or designee~~City and the owner and user of the assembly within one (1) business day.

M. Failure of the customer to cooperate in the installation, maintenance, testing or inspection of a backflow prevention assembly required by this Chapter shall be grounds for the termination of water service to the premises, or, in the alternative, the installation of an air-gap separation at the customer's expense.

Sec. 9-5. Cross-Connection Inspection.

A. No water shall be delivered to any structure hereafter built within the City or within areas served by City water until the same shall have been inspected by the ~~Public Works Director or designee~~City for possible cross-connections and has been approved as being free of same.

B. Any construction for industrial or other purposes which is classified as a hazardous facility pursuant to this Chapter, where it is reasonable to anticipate intermittent cross-connections, or as determined by the ~~Public Works Director or designee~~City, shall be protected by the installation of one or more backflow prevention assemblies at the point of service from the

DRAFT

public water supply or any other location designated by the ~~Public Works Director or designee~~City.

C. Inspections shall be made periodically of all buildings, structures, or improvements of any nature now receiving water through the City's system, for the purpose of ascertaining whether cross-connections exist. Such inspections shall be made by the Designated City Official~~Public Works Director or designee~~.

Sec. 9-6. Installation Permits and Installation.

If a backflow prevention device, or a backflow prevention assembly is found to be necessary, the owner of the property served must apply to the ~~Public Works Director or designee~~City for a permit as specified in Title 5, Chapter 4, of this Code.~~-~~ The device or assembly shall be installed per the latest edition of the Uniform Plumbing Code or per the ~~Public Works Director's~~ rules adopted by the City~~direction~~.

Sec. 9-7. Additional Remedies.

In the event an improper cross-connection is not corrected within the time limit set by the City, or, in the event the ~~Public Works Director or designee~~City is refused access to any property for the purpose of determining whether or not cross-connections exist, delivery of water to the property shall cease until the deficiency is corrected to the ~~Public Works Director's or designee's~~City's satisfaction. In addition, the ~~Public Works Director or designee~~City may effect the necessary repairs or modifications at the expense of the property owner and refuse delivery of water to the property until the cost thereof shall have been paid.

Sec. 9-8. Violations; Penalties.

Any person who violates, disobeys, omits, neglects, refuses to comply with, or resists the enforcement of any of the provisions of this Chapter or the rules and regulations as adopted by the ~~Public Works Director or designee~~City, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished pursuant to this Code and the Idaho Code unless otherwise specifically provided for in this Chapter.

• • •

SECTION 26: That Moscow City Code Title 7, Chapter 11 be amended as follows:

• • •

Sec. 11-2. Definitions.

The following definitions are provided for the sole purpose of proper interpretation and administration of this Chapter.

A. *Approved Moving Contractor*. A person who, upon satisfactory proof of liability insurance, coverage and qualifications, is approved as a mover by the Code Official.

B. *Code Official.* The Building Inspector or Building Official of the City~~, or the Community Development Director or designee~~.

C. *Moving Permit*. An official document issued to an approved moving contractor authorizing a structure to be relocated within, to or from the City.

D. *Relocation Compliance Inspection.* An official document issued to the owner of the structure and/or agent, authorizing the Code Official to perform inspections on the structure for compliance with current adopted Codes, or determine if the structure is unsafe for relocation

DRAFT

or occupation.

• • •

SECTION 27: That Moscow City Code Title 10, Chapter 14 be amended as follows:

• • •

Sec. 14-3. Fair Housing Program Resource Representative.

A. The City's Fair Housing Program Resource Representative shall be ~~the Community Development Director or another~~ a member of City staff as designated by the Mayor.

B. The duties of the Fair Housing Resource Representative shall include, but not be limited to:

1. Collecting information regarding impediments to fair housing and actions taken to mitigate those impediments and preparing an annual City Code Analysis and Impediments to Fair Housing Action Plan for the Council containing such information;
2. Printing and publicizing the City Code Analysis and Impediments to Fair Housing and Action Plan annually and, as it becomes available, acquiring and distributing other applicable fair housing information through local media and community contacts;
3. Implementing the provisions of Impediments to Fair Housing Action Plan and efforts to promote affordable housing where appropriate and as directed by the Council.
4. Collecting information regarding affordable housing and City's efforts to mitigate impediments to affordable housing and preparing an annual report regarding affordable housing for the Council.
5. Coordinate public and private efforts which could provide opportunities for the development of affordable housing in the City.
6. Maintaining a list of housing industry providers, advocates, realtors, organizations, and agencies for distribution of fair housing information, including posters, brochures, and any other means which will bring to the attention of those affected the knowledge of their respective responsibilities and rights concerning equal opportunity in housing;
7. Maintaining City records pertaining to activities affirmatively promoting fair housing and pertaining to complaints and inquiries regarding fair housing;
8. Assisting citizens in locating agencies and resources which can process their fair housing questions, issues, and complaints;
9. Serving as a liaison with other entities to promote and coordinate fair housing activities;
10. Assist the Moscow Fair and Affordable Housing Commission in understanding and executing its duties; and
11. Display fair housing posters and brochures to inform the public of its rights and responsibilities.

• • •

SECTION 28: That Moscow City Code Title 10, Chapter 17 be amended as follows:

• • •

Sec. 17-12. Notice of Permit to Others.

Upon the issuance of a parade or public assembly permit, the Clerk will send a copy thereof to the following:

A. Mayor;

DRAFT

B. City Supervisor;
C. Police Chief
D. Fire Chief;
E. City Engineer
F. Parks and Recreation ~~Director~~Manager; and
F. City Attorney.

• • •

SECTION 29: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions which can be given effect without the invalid provision. The remaining sections of Title 1, 2, 3, 4, 5, 6, 7, and 10 shall be in full force and effect.

SECTION 30: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of the City of Moscow, Idaho, Municipal Code, the definitions contained within those portions of the Moscow Municipal Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

SECTION 31: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2021.

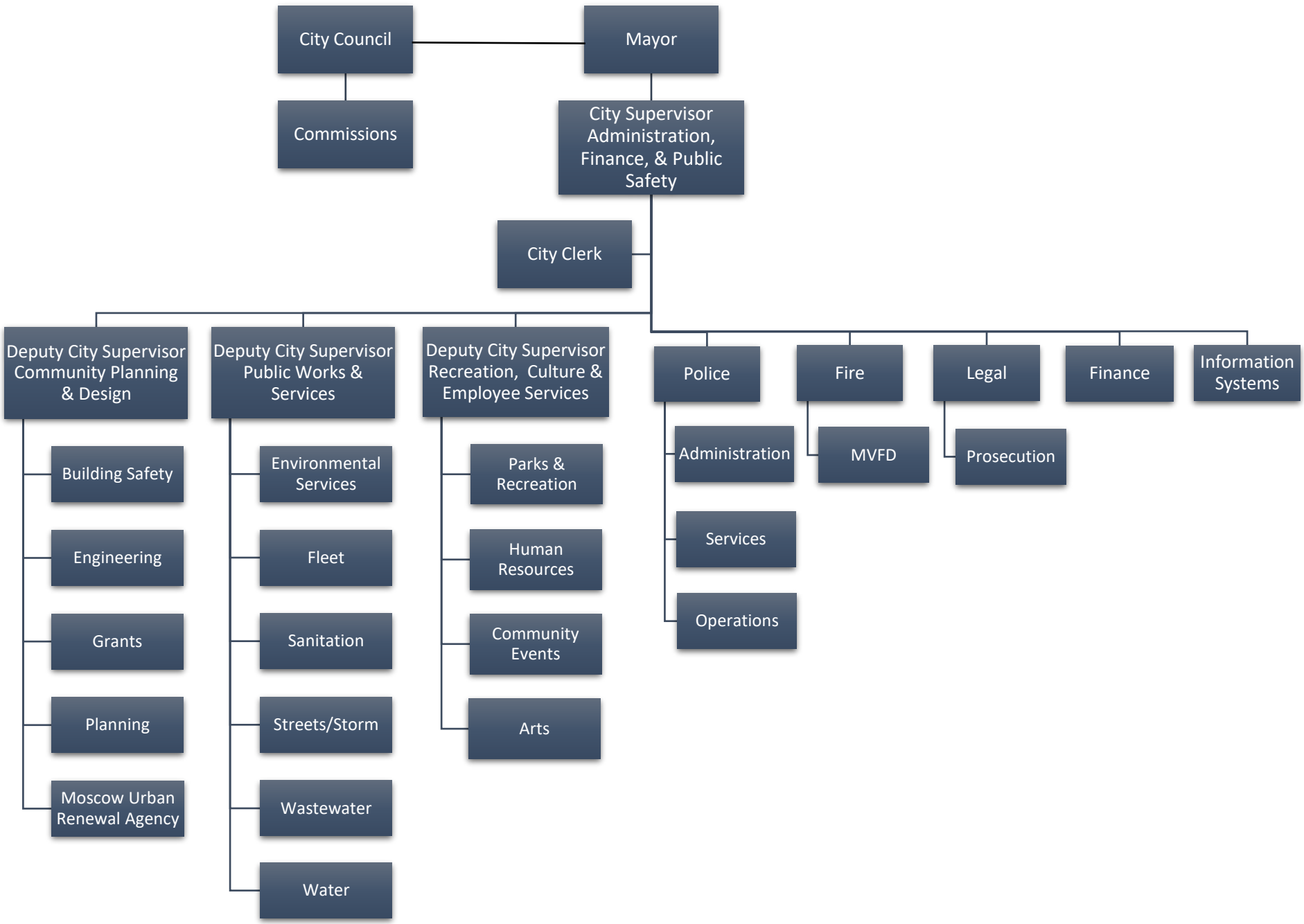
_____
Bill Lambert, Mayor

CERTIFICATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on the _____ day of _____, 2021.

ATTEST:

_____
Laurie M. Hopkins, City Clerk

DRAFT


City Council
Mayor
Commissions
City Supervisor Administration, Finance, & Public Safety
City Clerk
Deputy City Supervisor Community Planning & Design
Deputy City Supervisor Public Works & Services
Deputy City Supervisor Recreation, Culture & Employee Services
Police
Fire
Legal
Finance
Information Systems
Building Safety
Engineering
Grants
Planning
Moscow Urban Renewal Agency
Environmental Services
Fleet
Sanitation
Streets/Storm
Wastewater
Water
Parks & Recreation
Human Resources
Community Events
Arts
Administration
Services
Operations
MVFD
Prosecution

RESOLUTION NO. 2019 – 19

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE REORGANIZATION MANAGEMENT MODEL; AND PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS EFFECTIVE DATE ACCORDING TO LAW.

WHEREAS, the City, as a municipal corporation of the State of Idaho, has the authority to exercise all powers and perform all functions of local self-government in City affairs that are not in conflict with the general laws or the constitution of the State of Idaho (I.C. § 50-301); and

WHEREAS, Moscow City Code, Title 1, Section 1-3. C. 3. states, "Where the title of an administrative officer or department head is used in this Code (e.g., Public Works Director, Director of Community Development, Fire Chief, Chief of Police, etc.), such shall include all authorized employees, agents, designees, and representatives of such officer or department head."; and

WHEREAS, the Mayor and City Council have determined to implement a new management model to aid the City Supervisor in providing effective oversight of the entirety of the City operations; and

WHEREAS, the reorganized management model creates four operational groups, with the City Supervisor maintaining and continuing to provide overall administration and oversight; and

WHEREAS, the reorganized management model is intended to be a framework which supports the efficient use of increasingly scarce public resources by encouraging teamwork and aligning collaborative interests. Thereby creating greater opportunities for the City to move forward into the future; and

WHEREAS, in compliance with the authority granted to the City and the authority of the Mayor and City Council;

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

1. The attached organizational charts illustrate the previous management model and the proposed reorganization model;
2. The reorganization model creates the new positions of Deputy City Supervisor Community Planning and Design; Deputy City Supervisor Culture Recreation and Employee Services; Deputy City Supervisor Public Works and Services, which positions will be directly supervised by the City Supervisor;
3. The reorganization model will eliminate the following positions: Assistant City Supervisor, Public Works Director, Deputy Director Engineering, Deputy Director Operations, Community Development Director, and Human Resources Director;
4. The reorganization model will create the following positions: Human Resource Manager,

Planning Director, and Engineering Manager/City Engineer;

5. City Supervisor is directed to prepare ordinance revisions to align with the reorganized management model; and
6. All the responsibilities detailed in the Moscow City Code of the Community Development Director, Public Works Director, and Human Resource Director shall be carried out by the authorized employees, agents, designees, and representatives as detailed in the reorganized management model as authorized by the City Supervisor.

That this Resolution shall become effective as of the 7th day of October, 2019.

PASSED BY THE CITY COUNCIL AND APPROVED by the Mayor of the City of Moscow, Idaho, this 7th day of October, 2019.

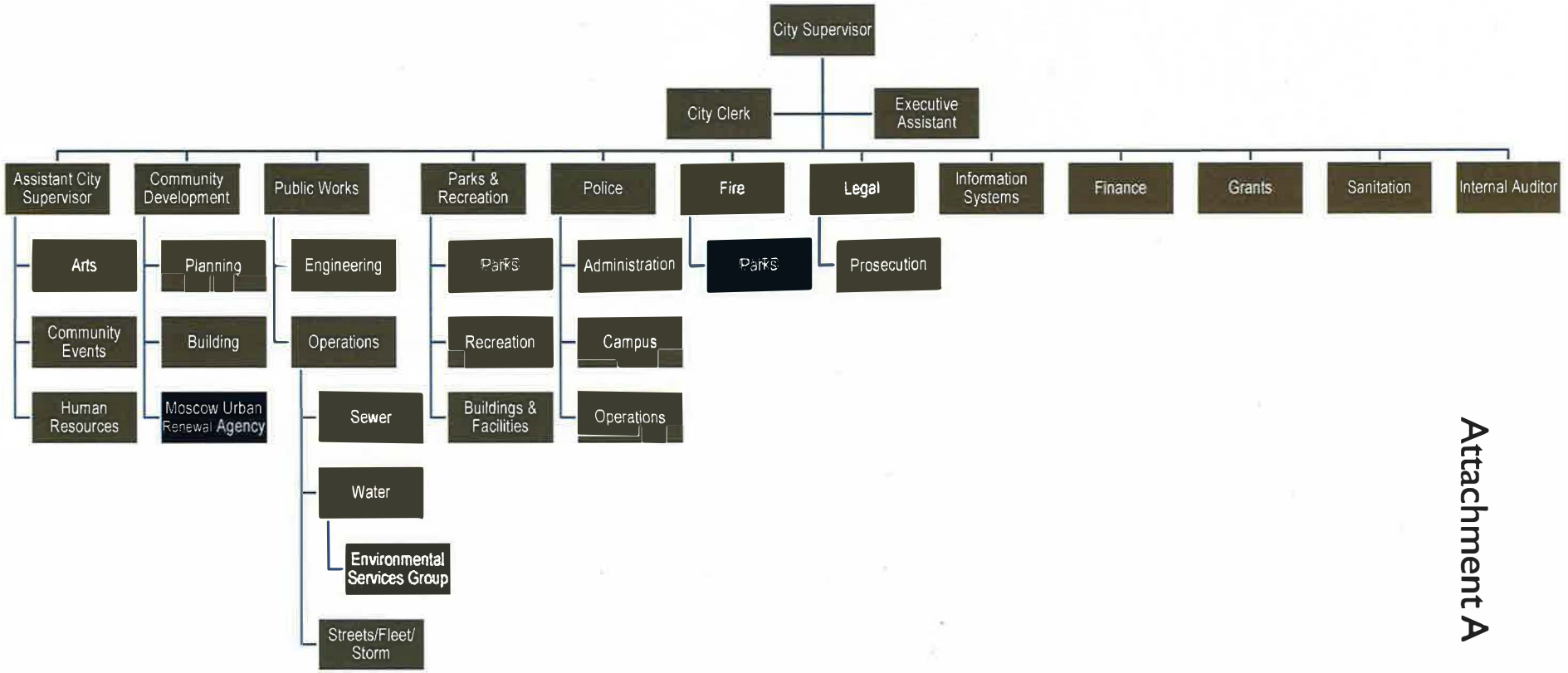
Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

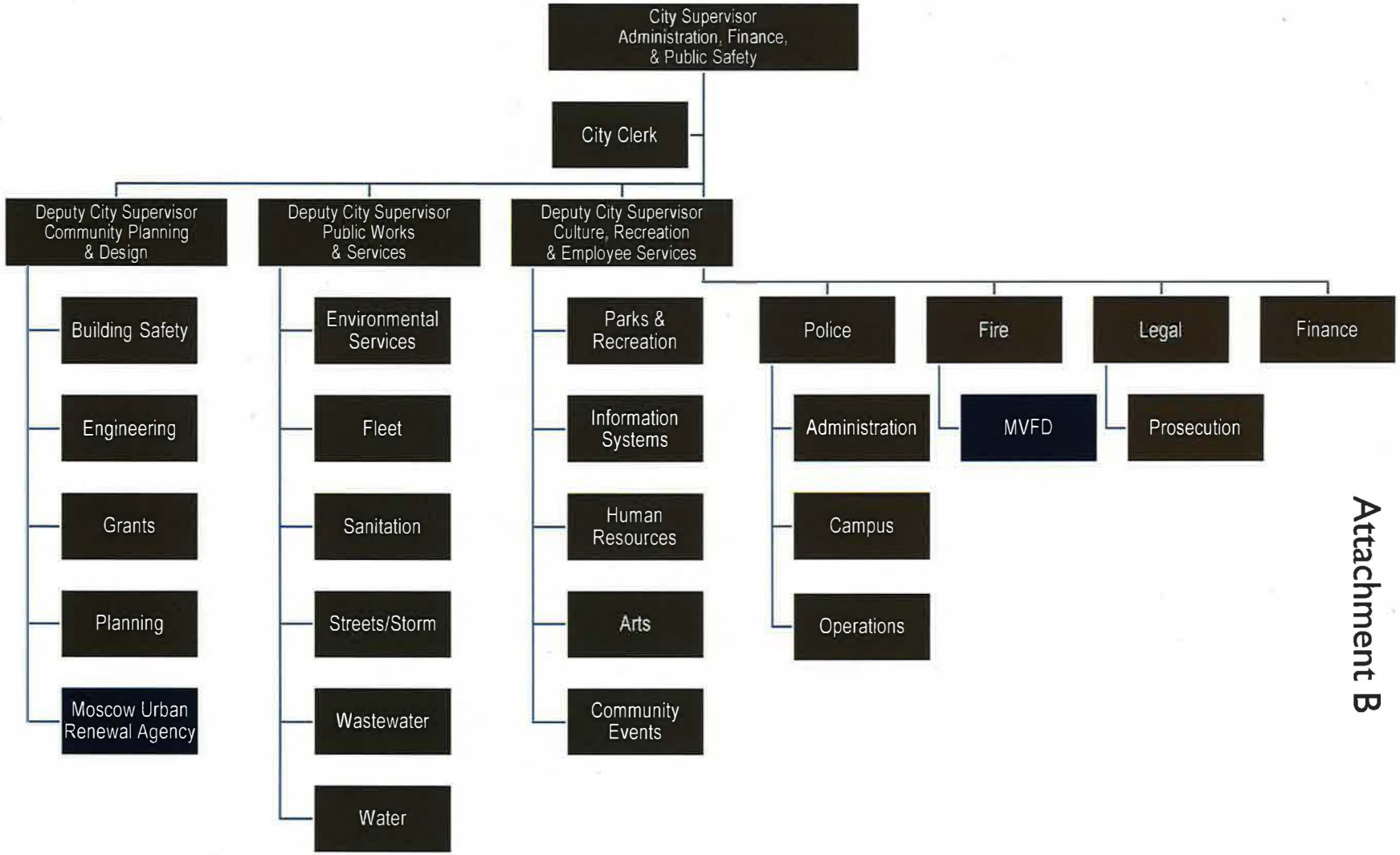
CITY OF MOSCOW INCORPORATED JULY 12 1887 STATE OF IDAHO

CURRENT ORGANIZATIONAL STRUCTURE



Attachment A

REVISED ORGANIZATIONAL STRUCTURE



Attachment B

CITY COUNCIL STAFF REPORT

DATE: Monday, July 19, 2021

AGENDA ITEM TITLE

Recommendation to Declare Certain Past Due Utility Bills Uncollectable and Reinstate Collection Policies (ACTION ITEM) - Gary J. Riedner

RESPONSIBLE STAFF	REVIEWED BY
Gary Riedner, City Supervisor	Public Works/Finance Committee
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**
Sarah Banks, Finance Director	

DESCRIPTION

In April, 2020, in response to the COVID-19 pandemic, the City suspended certain past-due utility billing collection practices, including assessing of late fees and water shut-off procedures. These practices were suspended to provide relief to utility billing customers who were suffering financial hardship because of the effects of the pandemic. In the interim since April 2020, the City has implemented new enterprise-wide financial software, and on February 16, 2021 the City Council adopted Resolution 2021-01, which implemented a revised utility billing procedure, which placed the responsibility for payment of utility bills on the owner of the property being served by the utility. This revised utility billing procedure was implemented for the March, 2021 billing cycle.

Staff is requesting authorization to declare past due utility bills for billing periods prior to the March, 2021 billing cycle as uncollectable, as described in the attached memo from the City Supervisor. Declaring such past-due utility bills uncollectable provides relief to some utility customers from the effects of the pandemic. Staff is also requesting authorization to return to the practices of assessing late fees and shut-off procedures to assist in collection of past-due utility bills. This was reviewed by the Public Works/Finance Committee on July 12, 2021 and recommended for approval.

STAFF RECOMMENDATION

Authorize the declaring of past due utility bills for billing periods prior to the March, 2021 billing cycle as uncollectable, as described in the attached memo from the City Supervisor, and to return to the practices of assessing late fees and shut-off procedures to assist in collection of past-due utility bills.

PROPOSED ACTIONS

PROPOSED ACTIONS: Authorize declaring past due utility bills for billing periods prior to the March, 2021 billing cycle as uncollectable, as described in the attached memo from the City Supervisor, and to return to the practices of assessing late fees and shut-off procedures to assist in collection of past-due utility bills, or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. memo-Past Due Utility Billing Memo 7.8.21
2. Resolution 2021-01 Property Owner Tenant Utility Billing Policy

City of Moscow
Administration

Memo

To: Mayor & City Council

From: Gary J. Riedner, City Supervisor

cc: Sarah Banks, Finance Director, Renee Tack, Assistant Finance Director

Date: July 8, 2021

Re: Past Due Utility Bills

In April, 2020, in response to the COVID-19 pandemic, the City suspended certain past-due utility billing collection practices, including assessing of late fees and water shut-off procedures. These practices were suspended to provide relief to utility billing customers who were suffering financial hardship because of the effects of the pandemic. In the interim since April 2020, the City has implemented new enterprise-wide financial software, and on February 16, 2021, the City Council adopted Resolution 2021-01, which implemented a revised utility billing procedure, which placed the responsibility for payment of utility bills on the owner of the property being served by the utility. This revised utility billing procedure was implemented for the March, 2021 billing cycle.

Staff has run an analysis of the current utility bills greater than 60-90 days past due, see the chart below, which, if declared uncollectable, would provide relief to utility customers suffering from the adverse economic effects of COVID-19, as well as have the added benefit of separating utility bills incurred prior to the revised utility billing procedure adopted through Resolution 2021-01.

Gross amount: $143,054

Customer Type	Amount	Percentage of Total
Residential	$87,960	61.5%
Commercial	$42,576	29.8%
Multi-Family	$9,551	6.7%
Sewer Only	$2,967	2%

Utility	Amount	Percentage
Water	$49,003	34.3%
Sewer	$62,622	43.8%
Sanitation	$28,677	20.0%
Street Light	$2,520	1.9%

If City Council elects to declare such past-due utility bills as uncollectable, the amounts will be written off against the individual utilities' current year revenue. Going forward, the directives of Resolution 2021-01, placing the responsibility for payment of utility bills on the owner of the property being served by the utility, along with the collection practices and shut off policy detailed in the City of Moscow Utility Billing Policy that was approved by City Council will be enforced.

RESOLUTION NO. 2021 – 01

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR A REVISED UTILITY BILLING PROCESS, TO BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

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

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

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

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

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

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

WHEREAS, the City's recently purchased financial management software will aid in better managing customer utility accounts, which includes updating customer accounts and payment preferences, creating reports and assisting with the monthly electronic and paper billing of utility accounts; and

WHEREAS, the City's current practice of utility billing has resulted in challenges in collection of unpaid balances from property owners when a tenant fails to pay their utility bills and the City resources being spent to collect on these unpaid accounts has led to the recommended revised billing process as reflected in the attached exhibits; and

WHEREAS, the proposed changes to the City's utility billing process is to address the deficiencies in the current process for collection of past due accounts and to better utilize the City's resources, ensure services being provided by the City are being paid by the property owner, and to provide a legally defensible method for the City to collect fees owed.

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

The following are the approved regulations for all utility billing, collection and enforcement:

1. City of Moscow Utility Billing Policy, attached as Exhibit A.
2. City of Moscow Utility Billing Application, attached as Exhibit B.
3. City of Moscow Utility Billing Directive (Non-Owner Occupied Arrangement), attached as Exhibit C.

SEVERABILITY. Provisions of this Resolution and said Agreement shall be deemed severable and the invalidity of any provision of this Resolution shall not affect the validity of the remaining provisions.

EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval.

PASSED AND APPROVED by the Mayor and City Council of the City of Moscow, Idaho, this 16th day of February, 2021.

Bill Lambert, Mayor

CERTIFICATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on February 16, 2021.

ATTEST:

CITY OF MOSCOW INCORPORATED JULY 12 1887 STATE OF IDAHO

Laurie M. Hopkins, City Clerk

ATTACHMENT A

MOSCOW UTILITY BILLING POLICY

Billing a non-owner occupant (TENANT) is permitted by this policy, upon completing an application for services and direct bill authorization to send the bill directly to a TENANT. The Property Owner (OWNER) is responsible for all utility billings assessed to the property regardless of the party utilizing the service.

Section 1. Sign-up (Initiation) Procedures

1. Initiation of service to a property can be made in person at the Utility Billing Office, 206 E. Third Street (City Hall) or by telephone, 208-883-7043. Initiation of service will soon be available through the City of Moscow's website. Completion of a Utility Billing Application for City Services, which includes but is not limited to, Water/Sewer/Sanitation/Stormwater/Streetlights is required before activation of residential service.

2. City of Moscow Utility Billing Department shall prepare and mail utility bills to the address provided in the Utility Billing Application at the time of initiation of service. Applicants may opt to receive e-bills when that service is available. Failure to receive a bill, regardless of the cause, shall not constitute a waiver by the City of Moscow of amounts owing for utility services or penalties.

3. Each utility bill is prepared and mailed on approximately the first of each month and due by the 20th of that month. If payment has not been made by the next utility billing date, a bill statement (including past due balance) shall be mailed to the address provided in the Utility Billing Application. If payment has not been made by the delinquency date, the 10th of the following month, a late fee of $15.00 (set by City Council Resolution) shall be added to the delinquent utility bill and all provisions of the utility shut-off policy (defined in current fee resolutions) shall apply.

4. OWNER or TENANT may not initiate or reinstate service to a property without satisfaction within 30 days of all outstanding bills for utility services to that property. Services may not be reinstated until the outstanding balance has been satisfied. A shut-off fee of $30 will be charged for reconnecting water service.

Section 2. Deposits

1. An OWNER will be excused from paying a utility service deposit only if they

are recorded as the property owner by the records of Latah County Recorder.

2. All TENANT accounts are required to provide a conditionally refundable deposit of $100 for residential accounts or $175 for commercial accounts at the time of initiation of service. The deposit amount may be adjusted by City Council Resolution. Deposits will remain in the TENANT account until either the OWNER or City closes the account.

3. Any person or entity with a history of non-payment or delinquent payments to the City of Moscow or any department thereof, regardless of when such delinquencies occurred, may be refused service or may be required to pay double the deposit amount, at the sole discretion of the City. In all instances, the delinquency(ies), including applicable penalties, interest and collection costs, must be paid in full before service will be initiated or reinstated.

4. Roll-off container deposits may be required based on amounts set by City Council Resolution and in accordance with policies proposed by the contract waste hauler and adopted by City Council Resolution.

5. At the closing of a utility account, the amount of any remaining deposit shall be applied to any outstanding balance owing on the account, after any outstanding balance has been paid in full, any amount remaining of the deposit shall be refunded. If OWNER pays the remaining balance up to or exceeding the deposit amount, the deposit will be refunded to OWNER.

Section 3. Non-Owner-Occupied Property

1. A TENANT may not initiate service. Services will only be provided when City has received a Utility Billing Directive for City utility service signed by the OWNER, or the OWNER's duly authorized agent, which acknowledges responsibility for all bills for utility services to the property. The Utility Billing Directive may be incorporated into a lease/rental agreement or renewal agreement that is signed by OWNER and TENANT and then provided to the City.

2. When a TENANT account is closed (either by action of the OWNER or City) and any outstanding balance exceeding remaining deposit are owed on the account, a notice shall be mailed to the OWNER informing OWNER of the outstanding balance owed.

3. If the outstanding account balance has not been paid within 30 days of account closure, utility services to the property may be terminated. Services may not be reinstated until the outstanding balance has been satisfied. A shut-off fee of $30 will be charged for reconnecting water service.

4. If requested, assessments of balances including TENANT and OWNER will be provided to the title company or bank at time of property sale or foreclosure. The City reserves the right to notify the title company of delinquent accounts.

Section 4. Owner Occupied Property

1. OWNER may not initiate or reinstate service to a property without satisfaction within 30 days of all outstanding bills for utility services to that property. Services may not be reinstated until the outstanding balance has been satisfied. A shut-off fee of $30 will be charged for reconnecting water service.

2. If requested, City will provide notice of all account balances including TENANT and OWNER accounts to the title company or bank upon sale or foreclosure. The City reserves the right to notify the title company of delinquent accounts.

Section 5. Delinquent Accounts

1. All delinquent accounts will be charged a late fee in the amount of $15 as established by Council Resolution. All current and delinquent amounts must be paid in full before service to the property will be restored. A shut-off fee of $30 will be charged for reconnecting water service.

2. Property Owner will be notified as soon as account becomes delinquent. OWNER will receive a copy of each delinquency notice that is sent to the TENANT.

3. Arrangements for late payments can be made with the Utility Billing Department. Failure to meet a deadline of an arrangement will result in service being terminated, and a late fee of $15 shall be assessed. Three (3) broken arrangements in a twelve (12) month period will prohibit further arrangements on the account for the next twelve (12) months.

4. The City will not accept responsibility for damage to property and equipment for inconvenience or for loss of opportunity resulting from discontinuation of service in compliance with this policy.

ATTACHMENT B

Phone: (208) 883-7043
Fax: (208) 883-0737
206 E. Third Street
Moscow, ID 83843

MOSCOW UTILITY BILLING APPLICATION FOR USE OF CITY UTILITY SERVICES

PROPERTY OWNER(S) INFORMATION: _____

NAME(S): _____
MAILING ADDRESS: _____
E-MAIL ADDRESS TO RECEIVE E-BILLS: _____
PHONE NUMBERS: _____

PROPERTY OWNER'S UTILITY BILLING ACCOUNT #: _____

SERVICE ADDRESS: _____

REQUESTED START-UP DATE: _____

The undersigned, being the property owner of the above described property and account, does hereby request services for city utilities, which includes, but is not limited to, water, sewer, sanitation, stormwater, and streetlights, to be activated and provided to the above described service address.

I/we do hereby acknowledge that I/we have been advised, and I/we agree, that /we will remain legally responsible and liable for unpaid account balances for utility services, as provided by Title 5 of Moscow City Code, assessed against the service address, regardless of who uses the service. I/we further acknowledge that the City may pursue any available legal remedies for nonpayment of any and all unpaid balances due for utility services, including but not limited to discontinuing utility services and placing a lien on the real property to secure all amounts due.

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

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

Signed: _____ Dated: _____
Property Owner/Authorized Agent

Printed Name: _____ Phone #: _____

Address: _____ City, State, and Zip: _____

DRAFT

ATTACHMENT C

Phone: (208) 883-7043
Fax: (208) 883-0737
206 E. Third Street
Moscow, ID 83843

MOSCOW UTILITY BILLING DIRECTIVE FOR USE OF CITY UTILITY SERVICES

PROPERTY OWNER(S) INFORMATION: _____

NAME(S): _____
MAILING ADDRESS: _____
E-MAIL ADDRESS TO RECEIVE E-BILLS: _____
PHONE NUMBERS: _____

PROPERTY OWNER'S UTILITY BILLING ACCOUNT #: _____

SERVICE ADDRESS: _____

TENANT INFORMATION:

NAME(S):_____
MAILING ADDRESS: _____
E-MAIL ADDRESS TO RECEIVE E-BILLS: _____
PHONE NUMBERS: _____
MOVE IN DATE:
ROLL CART AND RECYCLING TOTE SIZE:_____

The undersigned, being the property owner of the above described property and account, does hereby instruct the City of Moscow (CITY) to send the monthly billing statement for city utility services, which includes, but is not limited to, water, sewer, sanitation, stormwater, and streetlights, to the above referenced address in care of the tenant and relinquishes my/our authority to terminate services to the property while occupied by tenant.

I/we understand that billing for services will remain in the above referenced **"Property Owner"** name and sent in care of the person named herein at my/our request. I/we will notify CITY of vacancy for a final read and I/we will be held responsible for any charges incurred up to notification to CITY. I/we further agree that subsequent tenants shall be authorized to receive billings on the account only after Property Owner submits a new Directive Billing Application.

I/we do hereby acknowledge that I/we have been advised, and I/we agree, that /we will remain responsible for unpaid account balances for city utility services, as provided by Title 5 Moscow City Code. I/we acknowledge that I/we will not receive monthly statements for this account. If the account becomes delinquent I/we will receive a copy of each delinquency notice that is sent to the tenant. I/we further acknowledge that the City may pursue any available legal remedies for nonpayment of any and all unpaid amounts due for city utility services, including but not limited to discontinuing utility services and placing a lien on the real property to secure all amounts due.

THIS REQUEST SHALL REMAIN VALID UNTIL THE PROPERTY OWNER NOTIFIES THE CITY OF MOSCOW AND/OR A NEW DIRECTIVE IS FILLED OUT AND FILED WITH THE CITY AT 206 E. THIRD STREET, MOSCOW, IDAHO 83843.

A NEW TENANT'S NAME WILL NOT BE ADDED UNTIL THE CURRENT ACCOUNT IS PAID IN FULL. ANY UNPAID BALANCES ARE THE RESPONSIBILTY OF THE PROPERTY OWNER

REGARDLESS OF THE "USER". SERVICES MAY BE DISCONTINUED FOR NON-PAYMENT AND WILL NOT BE REACTIVATED UNTIL THE UNPAID BALANCE IS PAID IN FULL.

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

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

Signed: _____ Dated: _____
Property Owner/Property Manager

Printed Name: _____ Phone #: _____

Address: _____ City, State, and Zip: _____

I, Tenant(s), authorize the City of Moscow to directly bill me for services at the property address noted above. I, Tenant, acknowledge that nothing herein shall affect any separate rental agreement with Property Owner.

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

Signed: _____ Dated: _____
Tenant(s)

Printed Name: _____ Phone #: _____

Address: _____ City, State, and Zip: _____

DRAFT