

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Tuesday
June 20, 2023

7:00 PM

Council Chambers
206 E. Third St.

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. 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 June 5, 2023 Minutes - Laurie M. Hopkins

B. Disbursement Report May 2023 - Sarah Banks

Staff presented the May 2023 Accounts Payable Report to the Public Works / Finance Committee on June 12th, 2023. The Committee received the report and approved the disbursements as presented.

ACTION: Accept the Disbursements Report for the month of May 2023.

C. Rendezvous in the Park Alcohol Use request in East City Park - Cody Riddle

Rendezvous in Moscow, Inc. is hosting its annual music and arts festival, Rendezvous in the Park, on Saturday, July 13-15, 2023 in East City Park. The festival features live, family-friendly concerts in the evenings, a two-day arts festival for children during the mornings, food vendors, and one licensed beer/wine vendor. Following standard operating procedures for events with alcohol within a City Park, Rendezvous in Moscow, Inc. is requesting the allowance of attendees to possess and consume alcoholic beverages within the event footprint during the hours of 4:30 p.m. and 10 p.m. during the aforementioned dates. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration.

ACTION: Approve the resolution allowing for the possession and consumption of alcoholic beverages in East City Park within the event footprint of Rendezvous in the Park during the listed times and dates of the event.

D. Southeast Moscow Water and Sewer District Expansion - Cody Riddle

The Board of the Southeast Moscow Water and Sewer District is seeking approval to expand their boundaries to incorporate one additional parcel located at 3600 Lenville Road. The expansion will allow for the connection of an existing single-family residential property to the sanitary sewer system.

ACTION: Approval of the resolution to expand the Southeast Moscow Water and Sewer District.

E. Edington 1st Addition Development Agreement Amendment - Todd Drage

BBC LLC, has submitted to the City a request to modify the phasing for the Edington 1st Addition Subdivision. The final plat, titled Edington 1st Addition, and the Development Agreement for the Addition was approved by City Council on Tuesday, September 6, 2022. Section X - Phasing, in the original agreement contained a figure that detailed 30 single family lots being included in a first phase, and then the remaining 73 lots being included in a second phase. The agreement amendment provides a new figure, detailing 17 lots being included in the first phase and the remaining 86 lots in the second phase. The amendment to the agreement and the original agreement have been included as an attachment to the packet. This item was reviewed by the Public Works / Finance Committee on June 12, 2023 and recommended for approval.

ACTION: Approve the Development Agreement amendment with BBC LLC for the Edington 1st Addition.

F. Second Amendment to Memorandum of Agreement Between BBC, LLC and the City of Moscow - Cody Riddle

Rich Beebe, representing BBC LLC, has requested a modification to an existing Memorandum of Agreement between his organization and the City of Moscow. The only change proposed is to extend the deadline for completion of public improvements from July 1, 2023, to October 31, 2023. This item was reviewed by the Public Works / Finance Committee on June 12, 2023 and recommended for approval.

ACTION: Approve the proposed Amendment to the Memorandum of Agreement between BBC LLC and the City of Moscow.

REGULAR AGENDA

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

REPORTS

City Council

Mayor

ADJOURN

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

Moscow City Council



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
June 5, 2023**

7:00 PM

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

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

PRESENT: Mayor Art Bettge, Drew Davis, Sandra Kelly, Maureen Laflin, Hailey Lewis, Julia Parker, Gina Taruscio

STAFF: Bill Belknap, Mia Bautista, Cody Riddle, Evan Timar, Tasia North, Anthony Henricks, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Vice President Taruscio led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council May 15, 2023 Minutes - Laurie M. Hopkins

B. Latah County and Cities Disposal Agreements - Tim Davis

Existing Disposal Agreements between the City of Moscow and Latah County, Cities of Bovill, Deary, Juliaetta, Kendrick, Genesee, Potlatch, and Troy are due to expire on September 30, 2023. The City of Moscow has managed and operated a solid waste, recycling processing, and disposal system and has offered to provide these services to these municipalities since 1993, when the MSW landfill closed and waste began being shipped to Columbia Ridge Landfill, in Arlington, Oregon and currently Finley Buttes Landfill, in Boardman, Oregon. Latah County and the other cities above, wish to continue these services with the City of Moscow. The new disposal agreements are very similar to the existing agreements, with the exception of the fuel cost relief granted to Finley Buttes Partnership in 2022, for transport and disposal of MSW. The City of Moscow conducted a Sanitation Rate Study in 2021 to determine the costs of solid waste processing and disposal services and necessary annual adjustments.

ACTION: Approve Disposal Agreements with Latah County, Bovill, Deary, Juliaetta, Kendrick, Genesee, Potlatch, and Troy.

C. Proposed Lot Division Located Directly South of Highway 8 at the Terminus of Harrison Street – Aimee Hennrich

The applicants, Tim and Laurie Chamberlain, are requesting a lot division to create two lots of approximately 21,440 sf and 22,500 sf in size from an existing parcel of 43,940 sf in size. The subject property is located directly south of Highway 8 at the terminus of Harrison Street, and the intention of the lot division is to create one additional lot. Both of the proposed lots are currently vacant, and have most recently been used for RV storage and garden shed sales. The subject property is located within the Motor Business (MB) Zoning District which has no minimum lot size or lot width requirements. However, all lots must abut a public street right of way for a minimum of 40 feet. Both of the proposed lots meet this requirement. Property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to

the public meeting date. This was reviewed and recommended for approval by the Public Works and Finance Committee on May 22, 2023.

ACTION: Approve the lot division request with no conditions.

Laflin moved to remove Item 1B from the consent agenda and approve the consent agenda without Item 1B. Lewis seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Belknap explained the City contracts with Latah Sanitation for the operation of the transfer station and Finely Buttes for the haul and disposal and both contracts are subject to escalation based on Consumer Price Indexes that saw increases of 8.46% and 6.4% respectively. The 2021 rate study recommended 1.5% annual rate increases to tipping fees, however after the CPI-based contract adjustments, that rate increase will not be adequate to cover the increased costs. Staff consulted with the rate study consultants to assess the impact of the CPI increases and required rate adjustments. The consultant concluded that annual tipping fee adjustments should be increased by 1% to 2.5%. If the city continues at the 1.5% annual rate increase, in 2024 the City can expect a loss of \$101,000 and close to \$140,000 by the end of the 5 year term. Staff recommends to amend the agreements to 2.5%. The net flow will still have a little deficit but it reduces over the 5 year term. With this increase, the City would be breaking even and not subsidizing the small cities.

Two sections of the agreements with Latah County and the cities would need to be amended: Section XI.B to specify the 2.5% annual fee escalation and to modify Exhibit A to reflect those increases. Recycling is not included in this fee amendment.

Tim Davis, Sanitation Manager, reached out to Latah County and the cities. All of them are setting their budgets so are able to include the increase. adjusting tipping fees only.

Laflin moved to approve the proposed disposal agreements with Latah County, Bovill, Deary, Juliaetta, Kendrick, Genesee, Potlatch, and Troy with the amendment to Section XI.B to increase the annual fee escalation from 1.5% to 2.5% and to amend Exhibit A to reflect the amended annual increases. Taruscio seconded. Roll Call Vote: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Staff Recognition

Evan Timar, Public Utility Manager, is recognizing the hard work the water operators put into their jobs. The operators dedicate thousands of hours to the field and four have passed their state examinations. They are the ones that allow the City to meet the strict regulations. Tesia North, advanced from apprentice to journeyman; Dan Taff, advanced from journeyman to senior; Jeff Black, advanced from apprentice to journeyman; Anthony Henricks, advanced from apprentice to journeyman.

3. Mayors Appointments (ACTION ITEM)

Mayor Bettge presented to the City Council for consideration the appointment of Jeff Pilcher to the Parks & Recreation Commission; Steven Mills to the Transportation Commission and Gail Martin to the Moscow Arts Commission. Kelly moved and Laflin seconded approval of the appointment. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Jeff Pilcher said he is a long-time resident and graduate of the University of Idaho. He has been involved with recreation for years and now has the time to volunteer and give back to the community.

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

None offered.

5. Citizen Commission Report - Transportation Commission – Cody Riddle / Scott Sumner

Riddle introduced Scott Sumner, Chair of the Transportation Commission. Sumner detailed the purpose and duties of the commission and listed the commission members. The Commission worked on the shared mobility program, personal delivery devices, downtown streetscape study, sidewalk program the streets ordinance and updated the bike facility plan. Three developments were also reviewed this past year. The review of the sidewalk program will continue and questions for the citizen survey will be drafted.

6. Health Insurance Renewal and Program Amendment Proposal (ACTION ITEM) - Bill Belknap

The City of Moscow provides three different health insurance plans for employees to choose from, including the base Preferred Provider Organization (PPO) plan with a \$1,500 individual \$3,000 family deductible, a \$300/\$600 deductible PPO plan where the employee is required to pay the premium cost over the base plan cost, as well as a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The City recently received the renewal rates from Regence Blue Cross of Idaho for the upcoming plan year that will begin in August of 2023 and end in July of 2024. The City's health insurance premiums will increase by an average rate of 8.8% and will range from 12.2% for the \$300 PPO plan to 4.2% for the HDHP HSA plan. The City also offers two dental plans, including Regence Expressions and Willamette Dental. There is no requested increase for the Regence Expressions plan and a 5.9% increase to the Willamette Dental plan. Since 1992, the City has paid 50% of the health insurance premiums for dependents that are covered under the City's health insurance program. The City funds 100% of the employee's premium and 50% of their dependent's premium. Recently, it has become clear that the City of Moscow employee cost of health insurance for dependents is significantly higher than many of our neighboring entities. The cost of dependent care under the City of Moscow's benefits program is over three times as expensive when compared to the average of CDA, Post Falls, Lewiston, and Pullman. Staff is recommending increasing the dependent premium coverage from 50% to 55% for the upcoming plan year beginning in August of this year. If the City increased dependent care coverage to 55%, City employees with dependents would see an average savings of \$12.38 per month, or a maximum savings of \$23.31 per month for a full family compared to current insurance premium costs. This was reviewed by the Public Works/Finance Committee on May 22, 2023 and forwarded to the full Council for discussion.

PROPOSED ACTIONS: Approve the health, dental, and vision rate renewals and increase dependent care to 55% for the upcoming 2024 health insurance plan year; or take other action deemed appropriate.

Belknap introduced the item as written above. The history of premium increases has on average been around 5%. The plan year is August to July and deductible is calendar year. The plan year was moved to earlier in the year so renewal rates could be incorporated into the budget. Loss ratio is the percentage of payout of claims versus receipt of premium and the City is at 97.5% as of December. Regence prefers the loss ratio to be in the low 80% range. Willamette Dental was seeking a 10.2% but agreed to a 2-year phase-in. Annual increases for the \$300 deductible plan would amount to \$1,220; \$370 for the \$1,500 plan; and \$174 for the HSA. The City subscribes to the NW Data Exchange, a compensation and benefit database. A survey of 39 public agencies showed the average employee cost of \$380 where Moscow employee cost is \$817. Other information presented included total monthly premium, employer cost, and deductible. The City also conducted a comparison of benefits with Coeur d'Alene, Lewiston, Post Falls and Pullman was provided. The cost to the employee for full family coverage in Moscow is over \$800 compared to \$170 for Coeur d'Alene; \$300 for Lewiston; \$165 for Post Falls; and \$327 for Pullman. Moscow is paying 50% of dependent coverage where the the other cities are covering a larger portion of the employee dependent premiums. Moscow's employee-dependent health insurance cost is over three times as expensive when compared to the average of Coeur d'Alene, Post Falls, Lewiston, and Pullman and on average, an employee with a full family is paying \$575 more per month or \$6,906.75 per year for health insurance compared to the four surrounding cities. Nearly 30% of the City's full-time permanent workforce earn less than \$25 per hour and their insurance cost for a full family would represent over 13%

of their gross income. Depending upon the employee's total household income, this may not meet the affordability test (9.12%) and they may qualify for Health care exchange savings. If the City was to shift to 80% dependent coverage which would put Moscow on par with the surrounding cities would cost the City over \$300,000 per year. The city is not in a position to implement that percentage. Staff is recommending that Moscow shift to 55% dependent coverage for FY2024, with a commitment to increase dependent coverage over time as financial resources allow. With 55% coverage, City employees with dependents would see an average savings of \$43.15 per month, or a maximum savings of \$81.68 per month for a full family when compared to maintaining the current 50% coverage. While it isn't a huge savings it will help offset insurance premium increases. The City not go out for bids for renewal as it was not recommended because of the loss ratio.

Parker appreciated the 100% coverage of employee premium but asked if there was any consideration of having employees pay for part which could result in families not paying as much. Lewis agreed that it may make a difference if employees are paying a little amount. Belknap said 40% of employees have dependents on their plan. Davis asked if an increase of percentage for coverage based on years of service model could be looked at. Belknap said too many assumptions would need to be made and he has not seen a model of that type in any of the cities. The complexity of a variable deductible coverage would also be very difficult to budget. Taruscio said she hears what everyone is saying. It is a giant balance and there is a way to compensate the employees. She supports the move to 55% even though she wants it to be more. She feels the Council should have a goal to increase each year. Belknap said staff would like to monitor the state of the nation and increase incrementally if the City can afford to. The University of Idaho self-fund and can structure their plans. Self-funding is not an option with the City's loss ratio.

Taruscio moved to approve the health, dental, and vision rate renewals and increase dependent care to 55% for the upcoming 2024 health insurance plan year. Kelly seconded. Roll Call Vote: Ayes: Five (5). Nays: One (Lewis). Abstentions: None. Motion carried.

Lewis said she agrees Moscow needs to be competitive, but she has too many questions to vote for it.

REPORTS

City Council

Planning and Zoning Commission – Taruscio reported the Commission heard a public hearing for where the new highway will be.

Sustainable Environment Commission – Laflin said the dates for tabling at the Farmers Market has been set and they will distribute seeds. They also discussed pesticides pros and cons; supporting grant proposals; and solar projects through the HS env club.

Palouse Basin Aquifer Committee – Kelly said the Committee held a reception for the Executive Director candidates.

1912 Development Committee – Kelly said the Committee is still raising money for the third floor renovations.

Moscow Urban Renewal Agency – Kelly said the subcommittee of the MURA discussed the two submittals for the Sixth and Jackson properties.

Clearwater Economic Development Committee – Parker reported the Dream It Do It conference took place where there were 48 employers and training programs with 500 students in attendance.

SMART Transit – Lewis said they are working on rebranding and advertising.

Human Rights Commission – Lewis said they are working on their fall programs.

Mayor

The Mayor said he attended the Chamber legislative lunch; a ceremony for habitat for humanity where the key to a home was transferred to the new owners; the last piece of steel was placed on the airport terminal.

Belknap stated the July 3 Council meeting doesn't have a quorum and will be cancelled.

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

Taruscio moved, Kelly seconded to adjourn to executive session per Idaho Code 74-206 (1)(f) and () at 8:20 p.m. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

**CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
June 5, 2023**

Present: Mayor Bettge, Drew Davis, Sandra Kelly, Maureen Laflin, Hailey Lewis, Julia Parker,
Gina Taruscio

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

The executive session was called to order at 8:24 p.m.

Item discussed pursuant to I.C. 74-206(1)(F)

The executive session was adjourned at 8:42 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Tuesday, June 20, 2023



AGENDA ITEM TITLE

Disbursement Report May 2023 - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending May 31st, 2023. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$2,788,862.96.

Payroll	\$1,227,452.00
Professional Services	\$126,213.00
Sanitation	\$335,278.00
Capital Outlay	\$126,907.00
Capital Outlay - Improvement	\$112,156.00
Capital Outlay - Vehicles	\$60,517.00
ARPA Grants	\$20,000.00
Supplies	\$52,842.00
Utilities	\$75,153.00
Contractual Payments	\$459,053.00
ACH Wells Fargo	\$63,672.00
Total	\$2,659,243.00

REVIEWED BY

The Public Works/Finance Committee received the report and approved the disbursements as presented.

PROPOSED ACTIONS

ACTION: Accept the Disbursements Report for the month of May 2023.

STAFF RECOMMENDATION

Accept the Disbursements Report for the month of May 2023.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

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

RECEIPTS REPORT FOR MAY 2023

RECEIPTS REPORT FOR MAY 2023												
	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	38,470.08	122,935.78	32,811.99	0.00	141,269.76	14,853.04	202,722.14	18,928.50	1,000.00	5,831.51	578,822.80
105	STREETS	4,899.15	0.00	0.00	0.00	24,942.74	0.00	0.00	150.00	0.00	0.00	29,991.89
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	66,976.76	0.00	0.00	660.59	3,893.64	0.00	71,530.99
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	6,579.60	0.00	0.00	0.00	0.00	0.00	0.00	6,579.60
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	1,582.24	0.00	0.00	0.00	0.00	0.00	1,582.24
220	WATER	0.00	0.00	0.00	0.00	538,739.18	0.00	1,232.52	0.00	0.00	0.00	539,971.70
230	SEWER	0.00	0.00	0.00	0.00	645,595.81	0.00	6,338.19	176.08	0.00	0.00	652,110.08
235	STORMWATER	0.00	0.00	0.00	0.00	78,619.68	0.00	0.00	0.00	0.00	0.00	78,619.68
240	SANITATION	0.00	0.00	0.00	0.00	516,306.14	0.00	0.00	0.00	0.00	0.00	516,306.14
290	FLEET	0.00	0.00	0.00	0.00	81,786.97	0.00	0.00	0.00	0.00	0.00	81,786.97
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,503.00	0.00	0.00	9,367.10	0.00	0.00	148,870.10
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,900.00	0.00	0.00	8,900.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,800.00	0.00	0.00	17,800.00
335	STORMWATER CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	25,131.52	418,300.00	0.00	0.00	443,431.52
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	2,755.10	0.00	0.00	0.00	2,755.10
590	BOND & INTEREST	5,821.85	0.00	0.00	0.00	0.00	0.00	2,008.92	0.00	0.00	0.00	7,830.77
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	49,191.08	122,935.78	32,811.99	6,579.60	2,235,322.28	14,853.04	240,188.39	474,282.27	4,893.64	5,831.51	3,186,889.58

DISBURSEMENTS REPORT FOR MAY 2023												
	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE		5/1/2023	5/4/2023	5/11/2023	5/18/2023	5/25/2023	5/8/2023	5/5/2023	5/24/2023	5/5/2023	5/19/2023	
BATCH #		AP 5.1.2023	AP 5.5.2023	AP 5.12.2023	AP 5.19.2023	AP 5.26.2023	5/22/2023 6/5/2023 AP 5.5.2023 AP 5.19.2023 AP 5.26.2023	5/18/2023 AP 5.5.2023 AP 5.19.2023	AP 5.24.2023	PR 70	PR 71	
CHECK #'s		105256	105257-105330	105331-105408	105409-105478	105478-105552	May's CC ACH's	May's ACH's	105310	21574	21575	
Fund #												
101	GENERAL	427.00	6,182.51	18,059.06	254,417.07	55,771.62	28,421.85			349,545.90	371,695.76	1,084,520.77
105	STREETS		9,961.38	28,314.49	13,610.55	36,916.68	1,964.27			28,242.04	31,371.34	150,380.75
120	RECREATION AND CULTURE		11,158.43	8,923.70	21,073.24	24,115.54	13,780.56		(58.30)	59,260.62	62,644.80	200,898.59
121	MSD COMM. PLAY FIELDS				858.92					3,032.38	3,427.86	7,319.16
123	1912 CENTER				10,750.00							10,750.00
128	TRANSIT CENTER		168.42	115.83	153.12							437.37
220	WATER		2,865.20	36,400.87	56,682.91	12,566.76	4,286.87	134,111.04		48,221.08	49,544.13	344,678.86
230	SEWER		21,244.02	29,624.76	7,879.77	1,234.67	9,198.12	19,083.27		52,815.23	53,929.39	195,009.23
235	STORMWATER		211.00	1,432.16	2,087.24	892.58	918.41			17,070.52	17,707.82	40,319.73
240	SANITATION			113,857.76	2,413.48	134.56	31.04	203,522.12		7,664.73	7,860.79	335,484.48
290	FLEET		7,155.38	64,357.57	2,112.99	740.74	1,152.43			10,617.90	10,859.98	96,996.99
295	INFORMATION SYSTEMS		260.37	227.10	28,700.00	2,630.74	3,918.68			20,532.69	21,406.69	77,676.27
320	WATER CAPITAL PROJECTS				131,660.60							131,660.60
330	SEWER CAPITAL PROJECTS				3,375.30							3,375.30
335	STORWATER CAPITAL PROJECTS				2,500.00							2,500.00
340	SANITATION CAPITAL PROJECTS											0.00
350	CAPITAL PROJECTS		1,130.35	10,851.91	40,690.75	54,181.85						106,854.86
355	LID CONSTRUCTION											0.00
380	HAMILTON - PARKS & REC											0.00
590	BONDS & INTEREST											0.00
	TOTAL	427.00	60,337.06	312,165.21	578,965.94	189,185.74	63,672.23	356,716.43	(58.30)	597,003.09	630,448.56	2,788,862.96

Julia Parker

Sarah L. Banks, Finance Director

Sandra Kelly

Drew Davis

City of Moscow Cash and Investments Balances as of 5/31/2023		
Fund	Year to Date Balance	
General Fund	\$	8,049,202.16
Street Fund	\$	1,996,898.02
Culture & Recreation	\$	1,731,216.76
MSDCPF	\$	162,765.66
1912 Fund	\$	58,725.08
Transit Center	\$	51,503.03
Water Fund	\$	3,281,911.69
Sewer / WRRF	\$	4,303,430.20
Stormwater	\$	235,014.15
Sanitation Fund	\$	3,785,671.63
Fleet Fund	\$	5,847,343.72
Information Systems	\$	5,126,568.61
Water Capital	\$	7,705,719.97
Sewer Capital	\$	18,009,563.47
Stormwater Capital	\$	590,892.03
Capital Projects	\$	8,387,689.24
Sanitation Capital	\$	6,979,047.71
LID Construction	\$	9,105.81
Hamilton	\$	784,238.02
Bond & Interest	\$	1,000,022.89
LID Funds	\$	35,611.11
Payroll Service	\$	1,128,925.05
Total Cash & Investments	\$	79,261,066.01

Major Expenditures for May 2023

[illegible]

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Tuesday, June 20, 2023



AGENDA ITEM TITLE

Rendezvous in the Park Alcohol Use request in East City Park - Cody Riddle

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

David Schott, Parks and Facilities Manager

DESCRIPTION

Rendezvous in Moscow, Inc. is hosting its annual music and arts festival, Rendezvous in the Park, on Saturday, July 13-15, 2023 in East City Park. The festival features live, family-friendly concerts in the evenings, a two-day arts festival for children during the mornings, food vendors, and one licensed beer/wine vendor. Following standard operating procedures for events with alcohol within a City Park, Rendezvous in Moscow, Inc. is requesting the allowance of attendees to possess and consume alcoholic beverages within the event footprint during the hours of 4:30 p.m. and 10 p.m. during the aforementioned dates. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration. This was reviewed by the Public Works/Finance Committee on June 12 and recommended for approval.

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve the resolution allowing for the possession and consumption of alcoholic beverages in East City Park within the event footprint of Rendezvous in the Park during the listed times and dates of the event.

STAFF RECOMMENDATION

Approve the resolution allowing for the possession and consumption of alcoholic beverages in East City Park within the event footprint of Rendezvous in the Park during the listed times and dates of the event.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2023- __ Beer-Wine_Rendezvous in the Park_final

RESOLUTION NO. 2023 –

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE IN EAST CITY PARK UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 5-13-4B; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code 5-13-4B prohibits the possession of alcoholic beverages while present in a public park in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, East City Park in Moscow is a City park as defined in Moscow City Code 5-13-3.C. (hereinafter “the Park”); and

WHEREAS, Rendezvous in Moscow, Inc. (hereinafter “the Event Sponsor”) desires to have its sponsored event, Rendezvous in the Park (hereinafter “the Permitted Event”), in East City Park (see Attachment “A”); and

WHEREAS, the Permitted Event is an event or series of events sponsored by Event Sponsor, intended to promote family and community fellowship; and

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and/or wine under certain conditions, contained herein and during limited hours during the Permitted Event; and

WHEREAS, Council wishes to prevent the sale and/or consumption of liquor during the Permitted Event; and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes that the specific regulations contained herein balance health and safety concerns of citizens with the desire to promote responsible use of alcoholic beverages; and

WHEREAS, nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within City limits (including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit); and

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of the Event Sponsor or of the Permitted Event, and/or its affiliates, associations, contributors, supporters, participants, etc.;

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

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE FROM JULY 13, 2023 THROUGH JULY 15, 2023:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 13th day of July through the 15th day of July, from 4:30 p.m. to 10:00 p.m. on each day.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the licensed vendor has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event.
3. No less than ten (10) days prior to the Permitted Event, the Event Sponsor shall deliver to the City Clerk the signed original of the Agreement with City to defend, hold harmless and indemnify City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Event Sponsor's use of the Park premises, attached as Attachment "B".
4. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time they reasonably determine that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or designee to terminate all or part of the Permitted Event.

Vendor/Event Sponsor:

1. There shall be only one (1) licensed vendor of beer and/or wine at the Permitted Event;
2. Event Sponsor is required to ensure that all beer and/or wine shall be sold only by a licensed vendor.

3. Licensed vendor shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.
4. The City shall play no role in determining which vendor shall be selected to sell alcoholic beverages in the Park during the Permitted Event; described herein.
5. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed no less than ten feet (10') from the vendor's sales or dispensing counter.
6. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and/or wine is being served during the Permitted Event. The Chief of Police shall make the determination of whether law enforcement officers are required and in the event the Chief of Police approves the use of a private security firm, the Event Sponsor shall obtain written permission for use of said private security firm by the Chief of Police or designee.
7. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division a finalized site map which shall be drawn to show the locations, dimensions of, and relative distances between the following within the Park: (a) the beer and/or wine sales, dispensing, and consumption area; (b) the event barrier, entry and exit points for the beer and/or wine sales, dispensing, and consumption area; (c) identification checking station; and (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow City Parks and Facilities Manager or their designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and/or wine sales and consumption shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. The designated sales and service area(s) shall be physically separated from the rest of the Park by a barricade which is no less than forty-four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map required by this Resolution. All sales, dispensing, service, and consumption of beer and/or wine shall take place inside the approved barricade.
4. No person shall be allowed to purchase, consume or possess beer and/or wine other than within the area designated for beer and/or wine sales and consumption as shown on the map required by this Resolution.
5. There shall be no more than one (1) entrance and one (1) exit to each area designated for beer and/or wine consumption, as shown on the map required by this Resolution.
6. All beer and/or wine shall be dispensed in and consumed from its original container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage.

7. Every occupant within the area(s) designated for beer and/or wine consumption shall provide identification to law enforcement officers or City employees who request it.
8. No person under twenty-one (21) years of age shall be present in the area(s) designated for beer and/or wine sales or consumption at any time beer and/or wine is being served.
9. A sign shall be prominently posted at or near the entrance and exit to the Event stating that purchase and/or use of wristbands and/or alcohol by persons under twenty-one (21) years of age is prohibited.
11. Beer and/or wine shall be sold and consumed only within the designated areas at the Park only between the hours of 4:30 p.m. and 10:00 p.m. local time from July 13, 2023 through July 15, 2023, during the Permitted Event.
12. No person shall carry or consume any alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event and consumed within the approved consumption area. Consumption of alcohol within the Park and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

Fee:

The Event Sponsor shall submit to the Community Events Division, within ten (10) days of the Event, any remaining required fee established by Council that is associated with this Resolution.

Failure To Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits in public parks for a period of no less than five (5) years.

PASSED on Motion by the Following Vote:

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

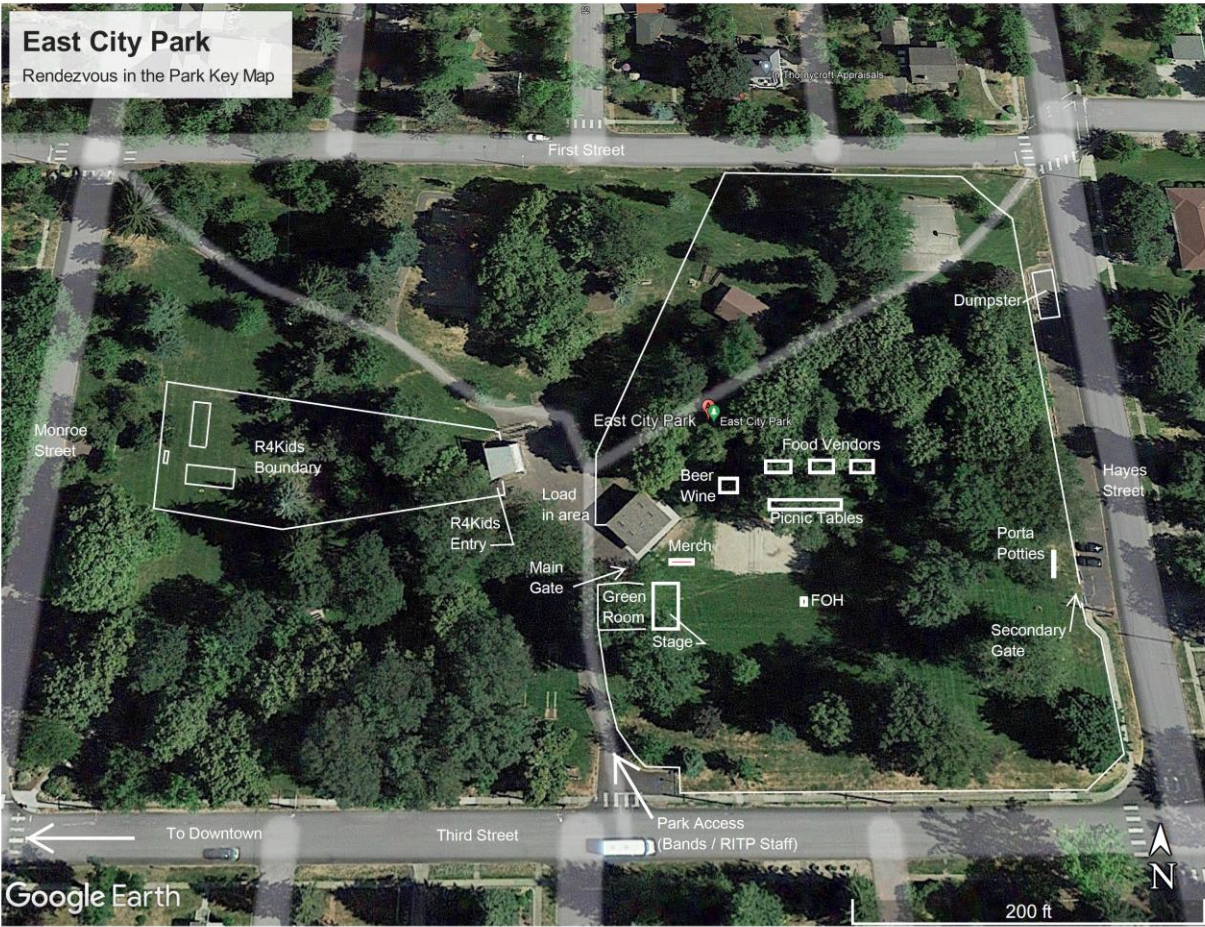
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of June, 2023.

Arthur D Bettge, Mayor

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

Laurie M. Hopkins, City Clerk

Attachment A



Attachment B

AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY
BETWEEN CITY OF MOSCOW, IDAHO AND
RENDEZVOUS IN MOSCOW, INC., FOR
THE RENDEZVOUS IN THE PARK EVENT

THIS AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and the sponsor of the event, Rendezvous in Moscow, Inc. (hereinafter "SPONSOR"), is made and entered into this ____ day of June, 2023.

WHEREAS, Resolution No. 2023-_____ of the City of Moscow, Idaho, passed and approved on the ____ day of June, 2023, provides, in part, for the person(s) and/or group holding the approved event to enter into an agreement with CITY to defend, hold harmless and indemnify CITY, its agents, servants, employees, officers, and contractors from any and all claims, causes of action, or damages which may arise from the SPONSOR's use of CITY Park premises for the approved event; and

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY and SPONSOR agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY;

SPONSOR, through its duly and specifically authorized agents, hereby releases CITY and agrees, contracts and covenants not to bring suit, and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives to which SPONSOR might otherwise be immune, arising from the event scheduled to occur July 13, 2023 through July 15, 2023, permitted under the terms of Resolution No. 2023-_____.

SPONSOR expressly agrees that this indemnity provision extends to any and all claims, losses, actions or judgments for damages to property or injury, sickness or death to persons, arising out of, or in connection with, the acts and/or any performances or activities of SPONSOR, SPONSOR's officers, employees, agents, and representatives, or caused by the presence, dispensing, sale, gift, or ingestion of alcohol by SPONSOR or its officers, employees, agents, and representative including, but not limited to, the caterer and/or vendor of alcohol during the event.

Inspection, review and/or acceptance by CITY of any activity performed by or during the event or any activity or non-activity by CITY police officers or other officers, employees, agents or representatives of CITY, shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY contained in this Agreement.

SPONSOR agrees that they (i) have read the foregoing Agreement, understand it, and agree with its contents and conditions; (ii) have had an opportunity to speak with legal counsel prior to signing this Agreement; and (iii) understand that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement.

I, Daryle Faircloth, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I have the authority to bind Rendezvous in Moscow, Inc. to this Agreement.

SIGNED this ____ day of _____, 2023.

RENDEZVOUS IN MOSCOW, INC.

CITY OF MOSCOW, IDAHO

Daryle Faircloth

Arthur D Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Tuesday, June 20, 2023



AGENDA ITEM TITLE

Southeast Moscow Water and Sewer District Expansion - Cody Riddle

RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Board of the Southeast Moscow Water and Sewer District is seeking approval to expand their boundaries to incorporate one additional 2.6-acre parcel located at 3600 Lenville Road. The proposal is in response to a request from the owner, Jason Brown, who seeks to connect the single-family residential property to the existing sewer main located to the west, in Lenville Road, the eastern boundary of the District. The new connection will replace an aging/failing septic system.

The District was formed in 1974 as an independent Water and Sewer District. It is located on the southeast corner of Moscow, and comprised primarily of residential properties, the majority of which are located outside City-Limits, in Latah County. The District has contracted with the City for sewage conveyance and disposal services since October of 1980. The long-standing agreement allows properties in the District to connect to City facilities. Similarly, it allows conveyance of wastewater through the District, from properties located outside its boundaries.

In accordance with Section III.5 of the Agreement between the City and District, the Board voted, and unanimously supported Mr. Brown's request. As further specified in the Agreement, the Board subsequently requested approval of the expansion by the City Council. Staff finds the request to be in the best interest of the health and safety of the citizens of Moscow and residents of the District. The expansion will serve a single parcel, and ensure wastewater from that property is safely and properly treated through the City's infrastructure. The single connection will not place a significant burden on existing infrastructure, and the likelihood of similar requests is minimal. There is only one additional single-family home abutting the District on Lenville Road.

This item was reviewed and recommended for approval by the Public Works/Finance Committee on June 12, 2023.

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approval of the resolution to expand the Southeast Moscow Water and Sewer District.

STAFF RECOMMENDATION

Approval of the resolution to expand the Southeast Moscow Water and Sewer District.

OTHER RESOURCES

FISCAL IMPACT

In accordance with Section III of the Agreement, the City will collect the appropriate connection, administrative, and monthly service fees.

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2023-__ Approval of Annex to the Southeast Moscow Water and Sewer District with attachments
2. Existing SE Sewer District Boundary (With Expansion Area)
3. Proposed Expansion Area

RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, APPROVING THE APPLICATION FOR EXPANSION OF THE BOUNDARIES OF THE SOUTHEAST MOSCOW WATER AND SEWER DISTRICT; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the City of Moscow and the Southeast Moscow Water and Sewer District (hereinafter “District”) entered into an Agreement for Sewage Collection, Conveyance, and Disposal Services on September 28, 2016 (see Exhibit “A”), which requires that both City Council and the District Board approve an application for expansion of the District’s boundaries; and

WHEREAS, a request by Jason Brown was submitted to the District on April 19, 2023 (see exhibit “B”), to annex the property located at 3600 Lenville Road, Moscow, Idaho, a single family 2.6-acre parcel, into the District’s boundaries (see Exhibit “C”); and

WHEREAS, the District held a board meeting on May 2, 2023, and the Board voted unanimously to approve the request (see Exhibit “D”); and

WHEREAS, the City received a request from the District to approve the expansion of the District’s boundaries to include 3600 Lenville Road, Moscow, Idaho, on May 9, 2023; and

WHEREAS, Council believes it is in the interest of health and safety of the citizens of Moscow to approve the request to expand the boundaries of the District to include 3600 Lenville, Road, Moscow, Idaho;

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

1. That the request to annex 3600 Lenville Road, Moscow, Idaho into the boundaries of the Southeast Moscow Water and Sewer District is approved.
2. That this Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____

Hailey Lewis

Julia Parker

Gina Taruscio

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

Arthur D. Bettge, Mayor

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

Laurie M. Hopkins, City Clerk

Exhibit "A"

AGREEMENT FOR SEWAGE COLLECTION, CONVEYANCE, AND DISPOSAL SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND SOUTHEAST MOSCOW WATER AND SEWER DISTRICT

THIS AGREEMENT FOR SEWAGE COLLECTION, CONVEYANCE AND DISPOSAL SERVICES is made and entered into this 28 day of September, 2016, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho (hereinafter "CITY"), and Southeast Moscow Water and Sewer District (hereinafter "DISTRICT").

WITNESSETH:

WHEREAS, DISTRICT owns a domestic wastewater sewage collection and conveyance system that serves the area within DISTRICT's service area; and

WHEREAS, DISTRICT has contracted with CITY since October 15, 1980 for sewage conveyance and disposal services with connections to CITY facilities to provide adequate conveyance and proper treatment of DISTRICT sewage; and

WHEREAS, DISTRICT desires to contract with CITY for sewerage conveyance and disposal services with connections to CITY facilities to provide adequate conveyance and proper treatment of DISTRICT sewage; and

WHEREAS, CITY desires to contract with DISTRICT for conveyance of sewage collected within City limits and outside DISTRICT service area through DISTRICT facilities;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is mutually agreed as follows:

I. CITY AGREES:

1. To permit DISTRICT to continue connection to CITY sewer facilities, providing adequate and proper sewage conveyance and treatment service to DISTRICT. All connections shall be made in accordance with sound engineering practices and in a manner designated by CITY.
2. To maintain, operate and keep in good repair DISTRICT's sewer collection and conveyance mains, laterals, force mains and pumping stations as necessary to service DISTRICT. Property owners within DISTRICT shall remain responsible for maintenance and repair of service lines from the lateral or main to the individual property owner's premises.
3. The cost of said service shall be provided through the sewer service charge. Maintenance, operation, and repair, as the terms are used in this section in respect to DISTRICT, shall not include cases of major breaks in DISTRICT's sewer pipelines or damage to DISTRICT's pumping facilities occasioned by unusual conditions, major failures, or natural disasters, including earthquakes or floods, resulting in a loss costing more than fifty percent (50%) of

CITY's annual revenue collected from within DISTRICT's service area. In such cases, the cost of repairing such major breaks or damage beyond the fifty percent (50%) of CITY's annual revenue, shall be the full responsibility of DISTRICT.

4. To collect from each DISTRICT sewer user within DISTRICT's service area, the sewer service charges as more specifically provided for hereinbelow. CITY further agrees to collect any additional connection fees or sewer service fees charged by DISTRICT for DISTRICT's purposes and shall turn over such funds monthly to DISTRICT. CITY shall have first priority on any funds collected to meet the sewer service charges of CITY. CITY shall make all reasonable efforts to bill delinquent accounts. On January 1 and July 1 of each year, CITY shall certify to DISTRICT all delinquent accounts older than three (3) months. DISTRICT to use all statutory power granted to DISTRICT to collect said delinquent accounts for payment owed to CITY, which amount collected shall be paid by DISTRICT to CITY.
5. To process applications and to issue permits for all connections to DISTRICT's sewer system. CITY shall provide DISTRICT with copies of said applications within fifteen (15) days of receipt of same, and CITY shall provide DISTRICT with copies of said permits within fifteen (15) days of issuance of same. CITY shall provide inspection for all such connections and, for this service, each individual applicant shall pay CITY the same inspection fee as is charged customers within CITY limits, plus five dollars (\$5). All service 'taps' shall be made by CITY and each individual applicant shall pay CITY the same 'tap' fee as is charged customers within CITY limits, plus five dollars (\$5). These added fees shall not be charged to DISTRICT's patrons who are within CITY limits.
6. To manage through its Administrative Authority, the rules and regulations adopted by DISTRICT. The Administrative Authority of CITY shall enforce compliance with said rules and regulations to the extent allowed by law. CITY shall notify DISTRICT of all violations for which compliance cannot be legally obtained and DISTRICT shall take all necessary steps provided for by State law to diligently enforce any adopted rules and regulations.
7. CITY will hold DISTRICT and its officers harmless from any and all claims that may arise as a result of CITY's sole negligence in operation of the system.

II. DISTRICT AGREES:

1. To comply with all Federal and State regulations, relating to sewer systems, applicable to CITY and DISTRICT.
2. To take all necessary steps to adopt, keep current and enforce a resolution and standards concerning the collection and disposal of sewage within DISTRICT's service area. Such resolution and standards shall be in substantially the same form as the applicable ordinance and standards of CITY as amended from time to time by the City Council, which said Resolution and standards are herewith attached, marked as Exhibits 1 and 2 respectively, and by this reference made a part of this Agreement. Such resolution and standards must receive City Council approval prior to implementation by DISTRICT.

3. To delegate by proper order, authority to CITY and its employees to perform the duties required by this Agreement.
4. To require all residents and property owners within DISTRICT's service area to connect their houses and other structures requiring sewage disposal to DISTRICT's adjacent sewers within ninety (90) days after the resident or property owner receives notice from DISTRICT to connect, as per Idaho Code.
5. To impose sewer service charges by resolution on property within DISTRICT's service area served by or available to be served by, sewer lines owned by DISTRICT in an amount sufficient to cover CITY's sewer service charges in accordance with the most current fee schedule as adopted by the City Council. CITY's fee structure applied to CITY residents shall apply to DISTRICT patrons, with the exception of additional monthly surcharge. DISTRICT shall take all available legal steps to collect and enforce the sewer service fees charged by DISTRICT which CITY has not been able to collect. Such delinquent sewer service charges shall be turned over by DISTRICT to CITY provided CITY has not already been paid by DISTRICT for said delinquent sewer service charges. The sewer service charges imposed by DISTRICT's resolution shall state that new sewer hookups shall be charged the current sewer service fees to property ninety (90) days after the owner thereof is given notice of an available sewer, or when actual connection occurs, whichever occurs first.
6. To maintain and, when requested by CITY, to provide copies of all easements rights-of-way and permits required for DISTRICT's sewer system, along with assurances that the system is located within the easement or right-of-way areas.
7. To construct all new DISTRICT lines and facilities at gradients, in such sizes and locations, and of such capacity as to substantially meet standards set by CITY. Individual service connections along existing public rights-of-way shall be served by extensions of public sewer lines constructed in compliance with CITY standards, where required by CITY. In such instances, the public sewer will be required to be extended at the expense of the individual requesting connection to public sewer. Public sewer lines provided by a developer shall become property of DISTRICT. DISTRICT will require dedication to DISTRICT of the new sewer lines constructed by the developer and shall require dedication of public easements to DISTRICT for sewer mains not located within public rights-of-way. CITY, within thirty (30) days of issuance, shall provide notice to DISTRICT of all hookup permits approved for construction of new public sewer lines within DISTRICT.
8. To provide to CITY certification by DISTRICT's engineer that additions or modifications to the system are tested to CITY's standards; laid to line and grade within prescribed tolerances; and bedded and backfilled in accordance with the adopted specifications. DISTRICT's standards shall be same as CITY's standards. It is understood that CITY reserves the right of final approval on any additions, connections, or modifications to the system prior to the connection of any new user to the system, which said approval will not be unreasonably withheld.
9. That for and in consideration of CITY supplying DISTRICT the above-referenced services, DISTRICT hereby expresses its intent, through its Board of Directors, not to oppose

annexation of any portion of DISTRICT by CITY when CITY desires annexation. The DISTRICT's Board does not purport to bind individual property owners within the DISTRICT to agree to annexation or to oppose annexation because the Board lacks statutory power to do so.

10. To maintain and, when requested by CITY, provide certification from the North Latah County Highway District that the Highway District approves the installation, operation and maintenance of existing and new public sewer lines in the public rights-of-way. Restrictions to the use of the rights-of-way are given in a 'Cooperative Agreement' between the North Latah County Highway District and DISTRICT, attached hereto as Exhibit 3.
11. To turn over to CITY, upon annexation of DISTRICT, the entire sewer system, together with any improvements, operating property, rights-of-way and easements, located within the annexed area. CITY will not owe any compensation to DISTRICT for said transfer.
12. To transfer its right and interest in any guarantees, warranties, real or implied, associated with the contracts, subcontracts, material, equipment and other related items associated with DISTRICT's system, to CITY at the point in time that CITY accepts the system after annexation or upon dissolution of DISTRICT.
13. That CITY reserves the right to modify any and all of DISTRICT's equipment and/or system where CITY finds said modification is necessary, without cost to DISTRICT and without approval of DISTRICT.

III. THE PARTIES AGREE:

1. That the basic monthly sewer service charge by CITY to DISTRICT's customers shall be uniform within each classification of users (residential, commercial, or industrial) for all users located within DISTRICT's service area. This rate shall be the same as the monthly charges for residential, commercial, or industrial users inside the City limits of CITY and said monthly sewer service charges shall be retained by CITY for provision of sewage conveyance and disposal services. In addition to the monthly sewer service charges, all users located within DISTRICT's service area shall be charged a surcharge of three dollars (\$3) per month. Two dollars (\$2) per month of the surcharge shall be retained by CITY for administrative services to DISTRICT consisting of account billing and collection, and accounting. The remaining one dollar (\$1) of the surcharge shall be conveyed to DISTRICT for the cost of administrative services not provided by CITY. For those properties that are located both within DISTRICT's service area and City limits, said surcharge of three dollars (\$3) shall be reduced to one dollar (\$1) with said surcharge conveyed to DISTRICT.
2. DISTRICT's connection fee shall be the same as CITY's General Facilities Charge (GFC) with seventy percent (70%) allocated to DISTRICT's reserve fund and thirty percent (30%) to CITY's sewer capital fund.
3. For any connection in an area beyond DISTRICT's service area, which results in flow through DISTRICT's boundaries that will receive service from DISTRICT's facilities, both CITY's GFC and seventy percent (70%) of DISTRICT's connection fee shall apply. In such

cases, CITY shall retain the entire CITY GFC and the DISTRICT shall receive the seventy percent (70%) of DISTRICT's connection fee for the respective capital and reserve funds.

4. That CITY has the authority to review and approve the construction plans and specifications for any alterations or expansion of the system. All sewers constructed within DISTRICT's boundaries shall conform to CITY standards for sewer line construction. Any additional cost for alterations or expansion required by CITY that increases system capacities in order to provide service to areas that are outside DISTRICT's boundaries and within CITY limits, shall be borne by CITY as provided in Section IV. of this Agreement.
5. Applications for expansion of DISTRICT's system within DISTRICT's boundaries and for changes in DISTRICT's boundaries must receive approval by the City Council and DISTRICT Board. To initiate an expansion of DISTRICT's system or boundaries, DISTRICT's Board of Directors shall submit such request in writing to the City of Moscow Mayor and City Council defining the system additions or modifications, revised boundaries, information on potential added sewer loads, and the reasons for the expansion. All such boundary modifications shall be in accordance with applicable Idaho Code, including any future amendments or changes to Idaho Code.
6. That the design, construction and inspection of all facilities and improvements within DISTRICT shall be in accordance with plans approved by the Idaho State Department of Environmental Quality and the parties hereto.
7. That upon the request of either party hereto, to negotiate with each other relative to amendments to this Agreement, provided that any such amendments shall be in writing and approved by both the City Council and DISTRICT, except as otherwise provided herein.
8. That the terms of this Agreement shall be reviewed at least every ten (10) years by CITY and DISTRICT. Any proposed changes must be approved by the City Council and DISTRICT's Board of Directors. This Agreement shall be in effect from the date of approval of DISTRICT and City Council to March 1, 2026. This Agreement may be renewed for one (1) additional ten (10) year term if approved by both City Council and DISTRICT's Board.

IV. NON-DISTRICT FLOW CONVEYANCE:

1. In recognition of the likelihood of annexation by CITY of lands outside DISTRICT's boundaries and the anticipated need to convey sewage from the annexed areas through DISTRICT's facilities, this Agreement authorizes CITY to pass sewage through DISTRICT's facilities as specified herein.
2. Pursuant to this Agreement, DISTRICT shall allow discharge of sewage collected by CITY from areas outside DISTRICT's boundaries into DISTRICT's facilities, and shall transmit such sewage through DISTRICT's facilities to the downstream CITY collection system. CITY shall be responsible for the delivery of the sewage from the areas outside DISTRICT's boundaries to DISTRICT's facilities.

3. CITY shall have no duty or obligation to construct, upgrade or replace sewer facilities in CITY's service area that exist on the effective date of this Agreement, and DISTRICT shall accept such sewer facilities "as is" for delivery and transmission of sewage from areas outside DISTRICT's boundaries. After the effective date of this Agreement, any new sewer facilities that deliver or transmit sewage from areas outside DISTRICT's boundaries to DISTRICT shall be constructed consistent with CITY's approved Comprehensive Sanitary Sewer System Plan and adopted construction standards. CITY's sewer facilities outside DISTRICT's boundaries, and CITY's connection to DISTRICT's facilities, shall remain under the ownership and operation of CITY, separate and apart from DISTRICT.
4. DISTRICT shall accept sewage from CITY's facilities outside DISTRICT's boundaries until DISTRICT, in consultation with CITY, can demonstrate that there is insufficient capacity in DISTRICT's sewer system to accept additional sewage. After determining that there is such insufficient capacity, DISTRICT shall notify CITY in writing of DISTRICT's intention to restrict acceptance of, or to stop accepting, additional sewage from CITY twelve (12) months after the effective date of such notice. DISTRICT shall be under no obligation to construct any new or additional sewage facilities and DISTRICT shall not be required to accept additional sewage flows that will exceed the design capacity of the system.
5. Except as provided herein, should any portion of DISTRICT's sewer system become surcharged (i.e., sewage level rises above the crown [top] of the sewer pipe), due to combined flows from CITY and DISTRICT exceeding DISTRICT's capacity, CITY shall immediately take action to reduce flows to a level where the surcharging no longer exists. Any additional connections will only be allowed if and when CITY facilitates improvements to CITY's or DISTRICT's system to allow such connections without surcharging the DISTRICT's system. If either party has knowledge of surcharge conditions present, both parties will communicate and authorize temporary ceasing of issuance of additional permits for connections, which would contribute flow to DISTRICT's system, until said conditions are alleviated or remedied. CITY shall monitor altered system to confirm surcharge conditions have ceased.
6. DISTRICT shall provide for conveyance of CITY's sewage flows through future DISTRICT constructed capacity upgrades of DISTRICT's conveyance facilities. DISTRICT and CITY hereby agree to jointly fund design and construction and to design and construct conveyance capacity upgrades of DISTRICT's conveyance facilities to the downstream CITY system on a proportional cost sharing basis as defined herein.
7. When it becomes necessary for DISTRICT to construct conveyance system capacity upgrades for the benefit of DISTRICT's patrons, CITY shall participate in funding DISTRICT's capital costs of design and construction of those new conveyance upgrades based on the ratio of the designed peak conveyance capacity reserved for CITY flows to the total designed peak conveyance capacity of the new conveyance upgrades. CITY may unilaterally determine to increase the peak conveyance capacity reserved for CITY flows on the condition that CITY provide additional capital cost funding to comply with the funding ratio requirement. For purposes of this Agreement, for any future conveyance capacity upgrades to DISTRICT's sewer system where CITY participated in the capital cost and reserves a proportional share of design flow capacity in said upgrades, DISTRICT shall

remain as owner and operator and shall provide for the operation and maintenance of those systems until such time as DISTRICT's sewer system is conveyed to CITY.

8. CITY shall pay DISTRICT for all new connections to CITY's system that contribute flow to DISTRICT's facilities at the time of connection to CITY's system. The payments shall be a one-time charge of seventy percent (70%) of adopted DISTRICT Connection Fees in effect at the time of the connection to CITY's system. Acceptance of such payment shall be considered approval by DISTRICT of use of DISTRICT facilities by the new connections with no further compensation to DISTRICT required.
9. CITY shall report to DISTRICT, within sixty (60) days of actual hook-up, all new sewer connections to CITY sewer system that will result in flow through DISTRICT's facilities. The report shall include the ownership, property address, and billing address for the property served. CITY shall consult with DISTRICT regarding applications which have potential to substantially increase flows to DISTRICT's system.
10. All CITY facilities as described herein shall be constructed, operated and maintained by CITY. Where CITY utilizes any DISTRICT facilities, CITY shall be responsible for any damage to DISTRICT's facilities resulting from CITY's use, or use by its customers. Repairs to DISTRICT's facilities made necessary by such damage shall be performed as jointly determined by CITY and DISTRICT through review of repair and/or replacement options appropriate for the specific component of the facilities. The cost for such repairs, as jointly agreed upon by CITY and DISTRICT, will be billed to CITY. DISTRICT shall not be liable for any claims by third parties arising from acts or damages by CITY or its customers in using DISTRICT's facilities pursuant to this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

DISTRICT:

Southeast Moscow Water and Sewer District


Lois Pritchett, President

ATTEST:


Marge Nelson, Secretary

CITY:

City of Moscow, Idaho


Bill Lambert, Mayor



Laurie M. Hopkins, City Clerk

RESOLUTION NO. C-4-80

SOUTHEAST MOSCOW WATER AND SEWER DISTRICT SEWERS

SECTION:

1. Purpose of Sewer System
2. Definition of Terms
3. Premises to Connect to Public Sewer
4. Sanitary Facilities Required
5. Sewers Property of District
6. Extension of Public Sewers
7. Construction Specifications for Sewer
8. As-Built Plans Required
9. Sewer Extensions; Property of District
10. Sewer Extensions; Filing of Costs
11. Sewer Extensions; Permitting Service Tops; Cost to be Paid
12. Sewer Extensions; Persons First Constructing May Receive Money for Later Connections
13. Permit Required For Side Sewer Construction and Repair
14. Permit Required to Work on Sewers
15. Excavation Permit Required
16. Right to Revoke Permission
17. Sewer Taps
18. Fees
19. Construction Specification for Side Sewers
20. Construction and Specifications for Private Sewers
21. Notice of Inspections

22. Sewage to be Discharged into Sewerage System
23. Unpolluted Water not Permitted in Sanitary Sewer
24. Unpolluted Water Discharged to Storm Drain
25. Types of Wastes Prohibited from Public Sewers
26. Discharge of Certain Waters, Wastes, Etc., Possessing Characteristics Likely to Cause Harm
27. Action Upon Discharge Having Deleterious Effect
28. Powers and Authority of Inspectors
29. Authority of District to Waive Certain Requirements
30. Sewer Rates
31. When Due and Payable, Billing Periods, Fines for Overdue Accounts, Delinquent Accounts, Fines for Delinquent Accounts
32. Interceptors
33. Other Permits
34. Violation
35. Rules and Regulations
36. Invalidation Clause
37. Liability to District
38. Notice of Violation
39. Continued Violation; Penalty
40. Criminal Penalty
41. Civil Liability for Damages
42. Lien
43. Lien Attachment
44. Lien Instrument

1: PURPOSE OF SEWER SYSTEM. For the purpose of promoting health, safety and the general welfare of the Southeast Moscow Water and Sewer District, a system for the collection, transmission and disposal of sanitary sewage shall be constructed, extended, maintained, repaired, replaced, operated and removed within the boundaries of the Southeast Moscow Water and Sewer District by which to provide an adequate 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.

h 2: DEFINITION OF TERMS. Terms used in this Ordinance shall have the meanings herein given to them.

ADMINISTRATIVE AUTHORITY:	A duly appointed qualified officer of the District charged with the administrative and/or enforcement of the provisions of this Resolution. Said Administrative authority shall be appointed by the Chairman of the Board.
------------------------------	--

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.
-----------------	--

BIOCHEMICAL OXYGEN DEMAND (abbreviated B.O.D.):	The quantity of oxygen, expressed in parts per million by weight, utilized in the biochemical as oxidation of organic matter under standard laboratory determinations made in accordance with procedures set forth in "Standard Methods", for five (5) days B.O.D. determination.
BOARD:	Board members elected by the District.
COMMERCIAL USER:	All persons not specifically classified as domestic or as an industrial waste contributor.
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.
DISTRICT:	Southeast Moscow Water and Sewer District
DWELLING UNIT:	A building or structure or portion thereof that is constructed and used primarily for residential purposes.

GARBAGE: The residue from the preparation, cooking and dispensing of food, and from the handling, storage and sale of food products and produce.

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") in any dimension.

INDUSTRIAL WASTES: The liquid wastes from industrial processes as distinct from sanitary sewage.

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.

MG: Million gallons.

PH: The logarithm (base 10) of the reciprocal of the hydrogenion concentration expressed in moles per liter and is measure of the acidity or alkalinity of a solution. It shall be determined by one of the procedures outlined in "Standard Methods".

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.

PERSON: Any individual, firm, company, association, society, corporation, group, or other entity.

PRIVATE SEWER: A sewer serving one or more buildings, residences, or properties, constructed by private contract.

PUBLIC SEWER: Any sewers that are owned and controlled by the District that serves one or more persons, even though those sewers may not have been constructed with District funds.

SANITARY SEWAGE: Wastes that are derived principally from dwellings, business buildings, institutions, and industrial waste, exclusive of storm and surface waters.

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.

SERVICE CHARGE: The charge levied on all users of the sewage system.

SERVICE TAP: A connection of side sewer to public sewer.

SEWAGE TREATMENT PLANT: Wastewater treatment plant.

SEWAGE: Wastewater

SEWER: A pipe or conduit for conveying wastewater or any other waste liquids.

SEWERAGE SYSTEM: The facilities for the collection, transportation, pumping, treatment and final disposition of sewage, or any and all such facilities.

SIDE SEWER: The extension from the building drain to the public sewer and shall mean house service line.

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.

STANDARD SEWAGE: Sewage and acceptable wastes that are within specifications regarding ph, B.O.D., dissolved oxygen, suspended solids, and grease.

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.

SUSPENDED SOLIDS (S.S.): 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".

UNPOLLUTED WATER: Any water or liquid containing none of the following: Free or emulsified grease or oil; acids or alkalies, substances that may impact 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/l each of suspended solids or biochemical oxygen demand. Analytical determination shall be made in accordance with procedures set forth in "Standard Methods".

SECRETARY AND TREASURER: Secretary and Treasurer of the Southeast Moscow Water and Sewer District.

USER CHARGE: A charge levied on all users of the sewage system.

WASTEWATER: The water-carried human, animal or household wastes in a public or private sewer, and may include industrial wastes.

WASTEWATER TREATMENT PLANT: An assemblage of devices, structures, and equipment for treating domestic, commercial, and industrial waste.

3: PREMISES TO CONNECT TO PUBLIC SEWER. The Administrative Authority is hereby empowered, and it is hereby made his duty in all cases where there is a public sewer in any street, or easement in the District 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 conduct of sewage with such nearest accessible public sewer within ninety (90) days after date of official notice, unless in the opinion of the Administrative Authority such connection is impracticable by reason of the topography of the ground or weather conditions.

If any connection to a public sewer shall not be made within the above required time and in a manner provided in this Resolution, the Administrative Authority may forthwith cause the same to be made and file a statement of the costs required with the Board.

If any need repair to a building sewer or connection to a public sewer shall not be made within the time and in the manner provided in this code, the Administrative Authority may cause the necessary repairs to be made and file a statement of the costs with the Board.

The Board shall certify the amount of the costs of making such connections or repairs to the Treasurer of the District, notify the owner of said costs, and shall also file a declaration of lien against the property as outlined in Sections 42-44 of this Resolution.

4: SANITARY FACILITIES REQUIRED. Every person owning any land or premises used in the manner and situated within the limits prescribed in the foregoing section, in all cases where there is a public sewer in any street, highway, alley or easement, shall make sufficient house drain and side sewer from his house, lot or premises connected with such sewer, and the Administrative Authority shall have power in all cases where there is a public sewer as aforesaid to cause said person to install suitable sanitary facilities in said house, lot or premises and to cause such connections to be made, and shall give his agents or tenants notice in writing, specifying the time when such drain and facilities must be completed; provided, such time shall not exceed ninety (90) days.

A separate and independent side sewer shall be provided for every building, residence or property, except as approved by the Board.

5: SEWERS PROPERTY OF THE DISTRICT. All sewers located within the District sewer system in any street or alley or easement shall belong to the District and no private sewer, except as otherwise provided in this Resolution, shall be deemed valid and binding upon the District or any of its inhabitants. It is the intent and purpose of this Resolution to abolish all private sewers within the District sewer system except as herein provided. The District shall own all sewer connections constructed by private persons along any street or alley or easement. The District shall own, control and operate all sewers laid or placed along any street or alley or easement within the District boundary. Side sewers as defined by this Resolution shall not be owned or maintained by the District.

6: EXTENSION OF PUBLIC SEWERS. Extension including the construction of new sewage systems, sewage treatment plants or systems, other waste treatment or disposal facilities, or for modification or expansion to existing sewage treatment plants or systems, waste treatment or disposal facilities, to the public sewer system by a sewer user at his own expense shall have prior approval and shall be in accordance with the standards and designs of the District. Plans, specifications, and any other pertinent information relating to the proposed extension shall be submitted to the Administrative Authority for approval.

The Administrative Authority shall secure all necessary Federal and State approvals prior to approving the submittal. No construction of the proposed facilities shall commence until such approvals are obtained in writing.

7: CONSTRUCTION SPECIFICATIONS FOR SEWERS. Specifications for the construction of sewers shall be enforced by the Board. The Board is hereby empowered to prepare and put into effect standards governing sewer construction in the District, herein referred to as "standards". Copies of the standards shall contain specifications relative to materials, construction, procedure, inspection, testing, backfilling and responsibilities in sewer installations. Specific installations not fully covered by the standards shall be ruled upon by the Administrative Authority at the time of occurrence. The standards revisions thereof and additions thereto shall be issued by the Administrative Authority. Copies of the standards thereto shall be issued by the Administrative Authority or the authorized representative of the District.

8: AS-BUILT PLANS REQUIRED. No deviation shall be made from the approved plans and specifications without the prior approval of the Administrative Authority. Within thirty (30) days of the completion of construction of the extension to the public sewer system, complete and accurate plans and specifications depicting the actual construction, alteration, or modification performed, must be submitted to the Administrative Authority together with such other pertinent information as may be required.

9: SEWER EXTENSIONS; PROPERTY OF DISTRICT. The extension to the sewer system by the user, when accepted, shall thereafter constitute a part of the sewer system of the District. All rights, title and interest in and to such extensions shall be held by the District and be used, operated, maintained and managed by the District as part of its sewer system.

10: SEWER EXTENSIONS; FILING OF COSTS. All sewers located in any street, alley or easement in the District shall belong to the District, except as otherwise provided in this resolution, and in the event that any person shall make a connection with the District sewer system and such connection shall be available to others who might connect with such connection, the person so first connecting with the sewer shall, as soon as such connection is made, file with the Administrative Authority, an itemized statement of the costs of building such connection sewer. The Administrative Authority, together with the District Engineer, shall audit and determine the reasonable costs of such connection through any streets, alleys or easement, and file a report thereon with the Board, and in the event that the Administrative Authority and the District Engineer shall determine that the cost of such connecting sewer is less than that submitted by the person constructing such sewer, the Administrative Authority and the District Engineer shall hold a hearing and give such person ten (10) days written notice of such hearing and at such hearing evidence may be taken by the District Engineer and the Administrative Authority of the cost of such sewer and at the close of such hearing the Administrative Authority and the District Engineer shall file a written report with the

District Secretary of their determination of the costs and expenses of building and connecting such sewer with any sewer, and which determination shall be subject to review by the Board at its next regular meeting after the filing of such report. It shall be the duty of the Secretary to give the person building such connecting sewer written notice of the regular meeting of the Board and that the costs of building such sewer will be settled at such meeting, and the Board shall have the power to fix the cost of such connecting sewer, which determination shall be final and binding upon all parties.

11: SEWER EXTENSIONS; PERMITTING SERVICE TAPS; COSTS TO BE PAID.

The Administrative Authority may permit other connections to be made with such connecting sewer by other parties upon payment to the District of the proportionate share of the cost of constructing such sewer extension properly payable by the person wishing to connect thereon, if the application to connect is made within five (5) years of the date of the connector sewer construction. The amount of payment to be made for such connection shall be based upon the original cost of such sewer extension, as determined by the Administrative Authority and District Engineer, taking into consideration the probable future use of such sewer by other connections. No extra allowance shall be made for interest upon the original investment in such connecting sewer, and no deduction shall be made for depreciation thereon.

If the property proposed to be connected with such connecting sewer abuts upon or is adjacent to such sewer, the owner of the same shall

pay to the District for so connecting that proportion of the total original cost of such connecting sewer which the frontage of all the property he owns abutting upon or adjacent to such connecting sewer bears to the total frontage capable of being served by such connecting sewer. In the event the property proposed to be connected with such connecting sewer does not abut upon and is not adjacent to such connecting sewer, then the owner of such property shall pay such fee as reasonably compensates the original builder for the use thereof. Such amounts shall be fixed by the Water Administrative Authority and the District Engineer. All decisions of the said Administrative Authority and Engineer under this Section shall be subject to review by the Board, after reasonable notice to the party concerned, and may be modified or reversed by the Board.

Costs for connections to connector sewers made later than five (5) years after connector sewer construction date, shall be as required in Section 2 of Resolution No. 1980-2.

12: SEWER EXTENSIONS; PERSON FIRST CONSTRUCTING MAY RECEIVE MONEY FROM LATER CONNECTIONS. Upon payment of any money to the District by persons desiring to connect with such sewer, the person first constructing such connecting sewer, or his successors or assigns, shall be entitled to such moneys upon filing a claim therefor with the Secretary to be allowed by the Board as other bills against the District are allowed and paid.

13: PERMIT REQUIRED FOR SIDE SEWER CONSTRUCTION AND REPAIR; The owner of premises shall be responsible for all construction and maintenance

expense related to installing and maintaining side sewers and private sewers located on said premises. When any side sewer or private sewer connected with any public sewer or drain becomes obstructed, broken or out of order, the Administrative Authority shall, if the owner of such premises fails to repair the same after two (2) days notice so to do, cause such drain to be removed and reconstructed, repaired, altered or cleansed, as he may deem expedient, at the expense of the owner, agent or occupant of such premises as aforesaid. No person shall relay, repair any side sewer connecting with any of the public sewers, nor shall any opening be made into the same until the person making the same shall obtain a side sewer permit.

14: PERMIT REQUIRED TO WORK ON SEWERS. It shall be unlawful for any person to uncover, make any connection with or opening into, use, alter or disturb any public or private sewer or appurtenance thereof, without first obtaining a written permit from the Administrative Authority, and no construction of a side sewer shall be commenced without first obtaining such permit. An application for a side sewer permit shall state the location of the sewer, the number of the lot and block, and the number of the building to be connected, and the type of occupancy.

It shall be unlawful for any person to extend any private sewer or side sewer beyond the limits of the building or property for which a permit has been given without obtaining an additional permit for the desired extension.

Whenever any side sewer or other connection is made with any public sewer or private sewer, or any part of such side sewer or other connection is constructed, the said work shall be inspected by the Administrative Authority or an authorized agent of the District.

There shall be two (2) classes of side sewer permits:

(A) For single dwelling units, and,

(B) All units other than single dwelling units, including multiple dwelling units, commercial establishments and industrial establishments.

The owner or his agent shall make application for a side sewer permit on a form furnished by the Administrative Authority. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the Administrative Authority.

Whenever a person desires to construct a side sewer intended to be connected with or discharged into any sewer, he shall, before beginning work upon the same, file with the Administrative Authority the plan thereof, which shall show the whole course of the side sewer from the connection with the sewer to its terminus at the house or premises with the location of all branches and fixtures to be connected therewith. Said plans, or a copy thereof, shall be left on file with the Secretary. If, upon investigation of said plan, the Administrative Authority shall find that the same does not

conform to the requirements of this Resolution and pursuant standards, said Administrative Authority shall not issue any permit for its construction or connection with any public sewer, and it shall be unlawful to construct said sewer or to connect the same either directly or indirectly with any public or private sewer. Suitability or adequacy of structures or means of metering, measuring, sampling or otherwise determining the nature, quantity or quality of sewage shall be determined and inspected by the Administrative Authority.

A side sewer permit shall be valid only for a period not to exceed ninety (90) days from the date of issuance and, if such side sewer construction is not completed and inspected within that time, the permit shall be automatically rendered null and void and an additional permit shall be obtained prior to continuing or beginning construction. The existence of a side sewer permit shall in no way be construed as making permissible any work for which an excavation permit may be required by the provisions of this Resolution.

All costs and expense incident to the installation and connections of a side sewer shall be borne by the owner.

The owner performing the said installation and connection shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the side sewer.

Existing side sewers may be used in connection with new buildings only when they are found on examination and test by the Administrative Authority to meet all requirements of this resolution and pursuant standards.

Old building sewers, including septic tank lines, may be used only when they are found, on examination and tests (if required by the Administrative Authority), to meet all requirements of this Resolution and pursuant standards. This examination and tests shall be at the owner's expense. The owner or his agent shall demonstrate to the Administrative Authority no connections to such building sewer or septic tank line exists that conveys any materials that are prohibited by this Resolution.

15: EXCAVATION PERMIT REQUIRED. No permit shall be granted to do side sewer work in any street, alley or public place until the applicant has first obtained the permit for excavation as required by the North Latah County Highway District. Applicant shall pay all costs associated with obtaining permit.

16: RIGHT TO REVOKE PERMISSIONS. All permits or permissions given under this Resolution shall be subject to the condition that the Board may at any time revoke and annul the same for just and proper cause and the permittee or his successors in interest, shall have no right to claim any damage in consequence of such permit or permission being revoked or annulled. Said just cause shall exist when the permittee violates any law, ordinance, resolution, or other order regulating sewers in the District or violates the terms of the permit or permission granted by the District or the Board.

The issuance or granting of a permit or approval of plans shall not prevent the Administrative Authority from thereafter requiring the

correction of errors in said plans and specifications or from preventing construction operations being carried on thereunder when in violation of this Resolution or of any other Resolution or from revoking any certificate of approval when issued in error.

17: SEWER TAPS. The applicant shall excavate the sewer line intended for tapping in such a manner as to provide a safe and adequate access as determined by the Administrative Authority. An authorized representative of the District will make the tap on the sewer line (private or public). The applicant shall be responsible for completion of the side sewer in accordance with his permit and the provisions of this Resolution.

18: FEES. Before any permit is issued for the installation or alteration of plumbing or sewers, or before any sewer connection permit is issued, the person making the application therefor shall pay to the District or the authorized agent of the District fees set from time to time by resolution of the Board for the following necessary functions:

- (A) Sewer Connection Fee: Required for all new sewer users wishing to connect to a public or private sewer one or more years after the date of this Resolution.
- (B) Sewer Tapping Fee: Required for connection directly to an existing public or private sewer line.

(C) Service Inspection Fee: Required for all services to be connected with a public or private sewer.

Every permit issued by the Administrative Authority under the provisions of this Resolution shall expire by limitation and become null and void, if the work authorized by such permit is not commenced within sixty (60) days from date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred twenty (120) days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one-half (1/2) of the amount required for a new permit for such work, provided no changes have been made, or will be made, in the original plans and specifications for such work; and provided, further, that such suspension or abandonment has not exceeded one year.

19: CONSTRUCTION SPECIFICATION FOR SIDE SEWERS. Specification for the construction of side sewers shall be enforced by the Administrative Authority. The Board is hereby empowered to prepare and to put into effect standards governing side sewer construction in the District, herein referred to as "standards". The standards shall contain specifications relative to materials, construction, procedure, inspection, backfilling and responsibilities in side and private sewer installations. Specific installations not fully covered by the standards shall be ruled upon by the Administrative Authority at the time of occurrence. The standards, revisions thereto and additions thereof shall be issued by the Adminis-

trative Authority. Copies of the standards may be obtained from the Administrative Authority or the authorized representative of the District.

20: CONSTRUCTION AND SPECIFICATIONS FOR PRIVATE SEWERS. Specifications for construction of private sewers shall be by the Administrative Authority. Specifications for private sewers shall be those for side sewers, except as modified or deemed necessary by the Administrative Authority. Private sewers shall be constructed only as permitted specifically by the Board. Each branch to a private sewer serving a single residence, building or property shall be considered a side sewer and shall be subject to all permits, fees and user costs. Only the part carrying the sewage of two (2) or more side sewers shall be considered a private sewer. A tapping permit shall be required for all private sewers. All private sewers shall have an easement, fifteen (15) feet in width running the length of the sewer, naming the District as the grantee and authorizing the existence of the private sewer on the property involved and authorizing all users of the private sewer to have access and maintenance rights.

21: NOTICE OF INSPECTIONS. Notice in writing must be given the authorized agent of the District by any person desiring to make connection with any public or private 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 Administrative Authority or agent, shall inspect the same. The connection must be made in the manner prescribed in this Resolution and to the satisfaction of said Administrative Authority 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, he shall give at least twenty four (24) hours' notice to the North Latah County Highway District.

22: SEWAGE TO BE DISCHARGED INTO SEWERAGE SYSTEM. All sanitary sewage, or other polluted waters, shall be discharged into the sewerage system. It shall be unlawful for any person to dispose otherwise of said sewage, wastes and polluted waters except as otherwise authorized by Administrative Authority.

23: UNPOLLUTED WATER NOT PERMITTED IN SANITARY SEWER. It shall be unlawful for any person to discharge or cause to be discharged any storm water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted water to any sanitary sewer.

24: UNPOLLUTED WATER DISCHARGED TO STORM DRAIN. Storm water shall be discharged to such sewers as are specifically designated as storm drains, or to a natural outlet approved by the Administrative Authority.

25: TYPES OF WASTES PROHIBITED FROM PUBLIC SEWERS. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

- (A) Any water or waste which may contain more than one hundred (100) parts per million by weight of animal or vegetable fat, oil or grease.

- (B) Any gasoline, benzene, naptha, fuel oil, or other flammable liquid, solid or gas, or other petroleum products and derivatives.
- (C) Any garbage that has not been properly shredded.
- (D) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or other solid or viscous substance capable of causing obstruction to the flow in sewers or other interferences with the proper operations of the sewage system.
- (E) Any waters or wastes having ph lower than five and five-tenths (5.5) or higher than ine (9.0) or having any other corrosive property capable of causing damage or hazard to sewer structures, equipment, personnel of the sewage system, or to be adversely active on sewer treatment processes.
- (F) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with sewage treatment processes, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant.
- (G) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant.

- (H) Any noxious or malodorous solids, liquids, or gases which either singly, or by interaction with other substances, are capable of creating a public nuisance or hazard to life or preventing entry into sewers for their maintenance or repair.

26: DISCHARGE OF CERTAIN WATERS, WASTES, ETC., POSSESSING CHARACTERISTICS LIKELY TO CAUSE HARM. 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 Administrative Authority or technical expertise at his 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. In forming his opinion as to the acceptability of these wastes, the Administrative Authority 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, 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:

- (A) Any liquid or vapor having a temperature higher than one hundred fifty degrees (150°) Fahrenheit (65°C).
- (B) Septic tank effluent.

- (C) 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 (32°) Fahrenheit and one hundred fifty degrees (150°) Fahrenheit (0 and 65°C).
- (D) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.
- (E) Any ground or unground fruit peelings and cores from canneries and packing plants. Cull fruits and vegetables. Fruit and vegetable pits and seeds.
- (F) Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations exceeding limits which may be established by the Administrative Authority or expertise at his disposal as necessary, after treatment of the composite sewage, to meet the requirements of the State, Federal, or other public agencies or jurisdiction for such discharge to the receiving waters.
- (G) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Administrative Authority at his disposal in compliance with applicable State or Federal regulations.

(H) Materials which exert or cause:

1. 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).
2. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
3. 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.
4. Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.
5. 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.

27: ACTION UPON DISCHARGE HAVING DELETERIOUS EFFECT. If any waters or wastes are discharged, or are proposed to be discharged into

the sewers which in the judgment of the Administrative Authority 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 Administrative Authority shall:

- (A) Reject the wastes, and/or
- (B) Require pretreatment to an acceptable condition for discharge to the public sewers, and/or
- (C) Require control over the quantities and rates of discharge, and/or
- (D) 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.

If the Administrative Authority 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 Administrative Authority. 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 expense.

28: POWERS AND AUTHORITY OF INSPECTORS.

- (A) Right of Entry Generally: The Administrative Authority or the authorized representative of the District, bearing proper identification and credentials, shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this Resolution.
- (B) Observance of Safety Rules: While performing the necessary work on private properties referred to above, the Administrative Authority or authorized representative of the District shall observe all safety rules applicable to the premises established by the owner and the owner shall be held harmless for injury or property damage asserted against the owner and growing out of the gauging and sampling operation except as such may be caused by negligence or failure of the owner to maintain safe conditions.
- (C) Right of Entry on Private Properties Through Which District Holds Easement: The Administrative Authority and other duly authorized representatives of the District, bearing proper credentials and identification, shall be permitted to enter all private properties through which the District holds a duly negotiated easement for the purposes of, but not limited

to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

29: AUTHORITY OF DISTRICT TO WAIVE CERTAIN REQUIREMENTS. The District 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 Administrative Authority with technical expertise he considers necessary.

30: SEWER RATES. The schedule of rates, fees, tools and charges for the sanitary sewer facilities and services furnished by or through, or for the use of, the District Sewer System, which rates, fees, tolls, and charges shall be from time to time set forth by a resolution of the Board and thereby found and declared to be reasonable and just, taking in account and consideration the cost value of the system and the cost of maintaining and operating the system, and the proper and necessary allowances for the depreciation thereof and the amounts necessary for the retirement of all bonds and other securities payable from the revenues of the system, accruing interest on all such bonds, and reserves therefor, be and the same thereby, fixed, established, levied, imposed and otherwise prescribed.

31: WHEN DUE AND PAYABLE, BILLING PERIODS FINES FOR OVERDUE ACCOUNTS, DELINQUENT ACCOUNTS, FINES FOR DELINQUENT ACCOUNTS. Whenever a resolution setting forth the sewer rates as prescribed in Section 30 of this Resolution is adopted by the Board, such resolution shall include the period of time for which billings are to be assessed, the due date for payment of billings, the amount of fines to be assessed on accounts not paid when due, the time at which overdue accounts shall be deemed delinquent, the amount of fines to be assessed on delinquent accounts, and any other such policy, rules, or regulations relating to the procedure for billing accounts and collection.

32: TRAPS. Where installed, all grease, oil and sand traps shall be maintained by the owner or occupant, at his expense, in continuously efficient operation at all times.

33: OTHER PERMITS. No permit shall be issued for the construction of any building or structure in the District unless the plans and specifications show connections in compliance with this Resolution.

34: VIOLATION. It shall be unlawful to occupy or use any building or structure in violation of this Ordinance and any violation of this Ordinance shall be punishable as a misdemeanor.

35: RULES AND REGULATIONS. The Administrative Authority is hereby authorized to adopt rules, regulations, and standards to carry out and enforce the provisions of this Resolution.

36: INVALIDATION CLAUSE. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid for any reason, such invalidity shall not affect the validity of enforceability of the remaining provisions thereof.

37: LIABILITY TO DISTRICT. Any person who shall violate any provisions of this Resolution shall be liable to the District for any expense, loss, damage, cost of inspection or cost of correction incurred by the District or their Authorized Agent by reason of such violation, including any expenses incurred by the District in collecting from such person of such loss, damage, expense, cost of inspection or cost of correction.

38: NOTICE OF VIOLATION. Any person found to be violating any provision of this chapter shall be served by the District with personal or registered mailed notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations and make all necessary corrections.

39: CONTINUED VIOLATION; PENALTY. Any person who shall continue any violation beyond the time limit provided for in Section 38 shall, in addition to the items of expense provided in Section 37, become liable to the District for a penalty in the amount of ten percent (10%) of such expense items, together with interest thereon at ten percent (10%) per annum from the date of the time limit provided in Section 38.

40: CRIMINAL PENALTY. Any person, firm or corporation who willfully violates any of the terms or conditions of this Resolution shall be guilty of a misdemeanor, and on conviction thereof, shall be subject to a fine of not more than \$250.00.

41: CIVIL LIABILITY FOR DAMAGES. Any person, firm or corporation who willfully or negligently breaks, damages, destroys, uncovers; defaces or tampers with any structure, appurtenance, or piece of equipment which is a part of the District sewerage facilities, or who willfully or negligently throws, dumps or otherwise introduces any dirt, rocks, sticks, debris, or any other foreign matter in the District sewerage system shall be liable to the District for the costs of repair thereof.

42: LIEN. In the event that any person, firm or corporation fails to pay any fee or charge as set forth in this Resolution or pursuant Resolution, within ninety (90) days after the same is billed by the District or their authorized agent, the unpaid balance plus interest shall become and remain a lien against the property.

43: LIEN ATTACHMENT. The Administrative Authority shall certify periodically the delinquencies to the District Secretary and Treasurer at which time the lien shall attach.

44: LIEN INTEREST. The lien shall be for all charges, interest at ten percent (10%) per year, or as otherwise set by the Board, from the

date due until paid, and shall attach to the premises to which the services were furnished.

45: LIEN FORECLOSURE. Upon the expiration of sixty (60) days after the attachment of the lien herein, the District may bring suit in foreclosure by civil action in the Latah Superior Court.

46: DATE OF EFFECT: This Resolution shall be in full force and effect from and after the 1st day of June, 1981.

DATED this 15th day of October, 1980.

CHAIRMAN:

David E. Williams
David E. Williams

BOARD:

Sam Schaper

Robert W. Warrick

Frances Burkhard

RESOLUTION NO. C-1-81

SOUTHEAST MOSCOW WATER AND SEWER DISTRICT
CONSTRUCTION STANDARDS AND SPECIFICATIONS

1. CONSTRUCTION STANDARDS AND SPECIFICATIONS. This Resolution establishes standards for the construction of all collector sewers, side sewers or service sewers that connect into the District system, as provided in Sections 7, 19 and 20 of Resolution No. C-4-80.
2. CITY OF MOSCOW STANDARDS ADOPTED. The City of Moscow Standard Construction Specifications, March 1978, are hereby adopted by the District.
3. EXCEPTIONS. PVC gasketed sewer pipe, SDR 35, conforming to ASTM 3034, shall be used for all new gravity sanitary sewer and service construction.
4. DATE OF EFFECT. This Resolution shall be in full force and effect from and after the 20th day of OCTOBER, 1981.

DATED this 20th day of October, 1981.

CHAIRMAN: David E. Williams

BOARD: Robert Hager

Sam Schaper

James Burkhead

Richard W. W. W.

COOPERATIVE AGREEMENT BETWEEN NORTH LATAH COUNTY HIGHWAY
DISTRICT AND SOUTHEAST MOSCOW WATER AND SEWER DISTRICT
RELATING TO THE PROVISION OF WATER AND SEWER SERVICES

This Cooperative Agreement Relating to the Provision of Water and Sewer Services ("Agreement") is entered into as of this ____ day of _____, 2014 ("Effective Date"), by and between the North Latah County Highway District, a body politic and corporate of the state of Idaho ("NLCHD") and the Southeast Moscow Water and Sewer District, a governmental subdivision and body corporate of the state of Idaho ("SMWSD").

RECITALS:

A. NLCHD, organized as provided by law, is a body politic and corporate of the state of Idaho and, as such has the powers specified in Idaho Code section 40-1301 et seq. and in other Idaho statutes, which power lies in its commissioners or by agents or officers acting under their authority or authority of law.

B. NLCHD has exclusive general supervisory authority over all public highways, public streets and public rights-of-way under their jurisdiction and, acting through its commissioners, has power to manage and conduct the business and affairs of NLCHD.

C. SMWSD, organized as provided by law, is a governmental subdivision of the state of Idaho and a body corporate with all powers of a public or quasi-municipal corporation and, as such, has the powers specified in Idaho Code section 42-3201 et seq. and in other Idaho statutes, which power lies in its directors.

D. SMWSD has power and authority, as provided by law, to construct and maintain works and establish and maintain facilities, including along any public highway, to enter into contracts and agreements, cooperative and otherwise, affecting the affairs of the SMWSD for the purposes of supplying water for domestic, commercial and/or industrial purposes and providing for sewage disposal, to extend its water lines to the source of water supply and to extend its sewer lines to an appropriate outlet.

E. It is the intent of the state of Idaho legislature, as expressed in Idaho Code section 40-210, that NLCHD and SMWSD, among other public highway agencies and utilities providing utility services to the public, engage in cooperative measures to provide economic utility facilities and services for residents of the state of Idaho.

F. NLCHD and SMWSD have been parties to that certain Right-of-Way Permit entered into on September 30, 1980 in regard to SMWSD's use of public highway and public rights-of-way under NLCHD's jurisdiction for the provision of water and sewer services to the public and now desire to enter into this Agreement to continue cooperative measures that provide the public served by SMWSD with economic water and sewer facilities and services.

WITNESSETH:

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by NLCHD and SMWSD, it is mutually agreed as follows:

I. NLCHD AGREES:

1. To permit SMWSD to operate, administer, construct, install, establish, maintain, repair, remove, abandon and/or relocate facilities, equipment, pipelines and other works and/or installations (individually or collectively, as determined by context, "Facilities"), to supply water for domestic, commercial and/or industrial purposes and to provide for sewage collection and disposal within SMWSD's jurisdiction under, upon and over public highways and/or public rights-of-way within NLCHD's jurisdiction in compliance with any and all applicable requirements set forth in the latest published edition of the (i) Idaho Standards For Public Works Construction (ISPWC) Manual and/or NLCHD modifications to the ISPWC Manual, (ii) Highway Standards and Policies for the NLCHD (iii) any and all applicable City of Moscow, Idaho public works standards and/or policies and (iv) any and all other, applicable federal, state and/or local statutes, rules, law, ordinances and/or regulations related thereto.

2. To take all reasonable actions to perform those duties and/or responsibilities of the NLCHD required by law and/or this Agreement in the furtherance of the intent and purposes of this Agreement.

II. SMWSD AGREES:

1. To operate, administer, construct, install, establish, maintain, repair, remove, abandon and/or relocate Facilities to supply water for domestic, commercial and/or industrial purposes and to provide for sewage collection and disposal within SMWSD's jurisdiction under, upon and/or over public highways and/or public rights-of-way within NLCHD's jurisdiction in compliance with any and all applicable requirements set forth in the latest published edition of the (i) Idaho Standards For Public Works Construction (ISPWC) Manual and/or NLCHD modifications to the ISPWC Manual, (ii) Highway Standards and Policies for the NLCHD (iii) any and all applicable City of Moscow, Idaho public works standards and/or policies and (iv) any and all other, applicable federal, state and/or local statutes, rules, law, ordinances and/or regulations related thereto.

2. To notify NLCHD in writing in advance of and to obtain NLCHD's prior written approval for any construction, installation, repair, removal and/or relocation of any Facilities (the "Work") located or to be located under, upon and/or over public highways and/or public rights-of-way within NLCHD's jurisdiction.

3. To have an Idaho-licensed, professional engineer (i) prepare the plans and specifications for any Work considered public work under Chapter 12 of Title 54 of the Idaho Code and (ii) review construction of any such Work to ensure that applicable standards for any such Work are being used, met and, as applicable, tested prior to inspection and/or approval and

acceptance by NLCHD. Work shall not be done without prior written approval of plans and specifications by NLCHD.

4. To maintain Facilities in a good, workmanlike, serviceable and safe condition, free from waste, so far as affected by SMWSD's operations, to the reasonable satisfaction of NLCHD, in a manner that NLCHD's improvements and/or other public or utility improvements located on public rights-of-way and public highways within NLCHD's jurisdiction shall not be damaged, impaired, or adversely affected, including, but not limited to, placing, maintaining, keeping and/or resetting manholes, manhole covers and any other Facilities located within the travelled surface of the roadway, in a manner and at a grade that, to the reasonable satisfaction of NLCHD, does not constitute a hindrance, obstacle or impediment to public travel.

5. To conduct all Work in an expedient manner with minimum interference or interruption of traffic on any public highways and public rights-of-way within NLCHD's jurisdiction and to take, at SMWSD's sole cost and expense, such measures as necessary or as directed by NLCHD to ensure the safety of those using any such public highways or public rights-of-way during periods of construction and/or maintenance.

6. At SMWSD's sole cost and expense, to remove any surplus material and clean up any work site and repair, restore and/or replace to NLCHD's then existing highway standards and subject to NLCHD's prior approval thereof, any damage to public highways and/or public rights-of-way and/or improvements thereon within NLCHD's jurisdiction caused and/or occasioned by SMWSD's Work and/or negligence and/or failure to abide by any term and/or provision of this Agreement. Notwithstanding the above, at NLCHD's sole election, NLCHD shall have the option to repair, restore and/or replace any such damage road surfaces, facilities or improvements at the expense of SMWSD and SMWSD shall reimburse NLCHD therefor upon written notice by NLCHD.

7. To expressly assume full responsibility for proper maintenance of the Facilities and full and strict liability for any and all damages of every nature to persons or property caused by SMWSD's operations, maintenance and/or Work in connection with SMWSD's rights and duties under this Agreement.

8. For itself, its agents, officers, directors, employees, contractors, subcontractors or invitees, their successors and assigns (collectively "Indemnitors") to release, defend (with counsel reasonably satisfactory to NLCHD) and indemnify the NLCHD and all of the commissioners, officers, employees, contractors and agents, their successors and assigns (collectively known as "Indemnitees"), from and against all claims, causes of action, proceedings, losses, damages, liability, cost, and expense (including, but not limited to, the property and employees of each party) ("Liability") when arising or resulting from performance by Indemnitors, or any of them, of operations, maintenance and/or Work under, upon and/or over public highways and/or public rights-of-way within NLCHD's jurisdiction, or SMWSD's breach of any provision of this Agreement. It is the express intent of the parties that Indemnitors and each of them will indemnify and hold harmless Indemnitees from any and all claims, suits or actions arising from any cause whatsoever as set forth above regardless of the existence or degree of fault or negligence on the part of Indemnitees or other Indemnitors, except to the

extent the Liability was attributable to the gross negligence, willful misconduct or criminal acts of a particular Indemnitee, it being understood and agreed that any Indemnitee not acting in such a manner shall still be entitled to the full benefits of this indemnity. Indemnitors and each of them waive any and all rights to claim and/or assert any type of express or implied indemnity against Indemnitees. This indemnity shall survive termination of this Agreement. It is the intention of the parties that should any term of this indemnity provision be found to be void or unenforceable, the remainder of the provision shall remain in full force and effect.

9. To comply, at SMWSD's expense, with all applicable laws, regulations, rules and orders with respect to the use of public highways and/or public rights-of-way within NLCHD's jurisdiction, regardless of when they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, hazardous materials, waste disposal and water and air quality and to furnish satisfactory evidence of such compliance upon request of NLCHD. Before beginning any Work under this Agreement, SMWSD shall also obtain, at SMWSD's expense, any and all permits, licenses and approvals required for construction and operation of the Work and shall provide NLCHD with copies of such approvals.

III. NLCHD AND SMWSD AGREE:

10. This Agreement is made subject and subordinate to the prior and continuing rights set forth in Title 40 of the Idaho Code for the public to use public highways and/or public rights-of-way within NLCHD's jurisdiction and for NLCHD to exercise, discharge and/or perform rights and duties under law. NLCHD reserves all rights to construct, reconstruct and maintain and for the public to use any and all existing and future improvements and appurtenances to public highways and public rights-of-way within NLCHD's jurisdiction and, in the event that any public highways and/or public rights-of-way within NLCHD's jurisdiction is/are constructed and/or reconstructed in the future so as to require the relocation of SMWSD's Facilities, SMWSD shall assume and pay all costs incident to relocation of any such Facilities. This Agreement is also subject to all rights granted to others under Idaho law to construct, reconstruct, maintain and operate certain facilities, including but not limited to, oil and gas pipelines, electrical power systems, fiber optic and other telecommunication systems under, upon and over public highways and/or public rights-of-way within NLCHD's jurisdiction.

11. Any dispute arising between NLCHD and SMWSD regarding Work and/or maintenance of Facilities or repair and/or restoration of NLCHD's improvements and/or regarding any other construction related matter under this Agreement shall be resolved by an Idaho-licensed, professional engineer appointed by NLCHD and such professional engineer's decision in regard to any such matter shall be promptly complied with, as applicable, by SMWSD and/or NLCHD.

12. That the terms of this Agreement shall be reviewed at least every ten (10) years by NLCHD and SMWSD and that any proposed changes must be approved by NLCHD's Board of Commissioners and SMWSD's Board of Directors. This Agreement shall be in effect until December 31, 2044 or upon an earlier annexation or dissolution event by which either party's jurisdiction and/or authority in connection with this Agreement becomes null and void.

13. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery, to the appropriate address indicated below.

North Latah County Highway District
1132 East White Avenue
Moscow, Idaho 83843

with copy to: Landeck & Forseth P.C.
Attorneys at Law
693 Styner Avenue, Suite 9
PO Box 9344
Moscow, Idaho 83843

Southeast Moscow Water and Sewer District

14. **Attorney Fees.** If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in any such proceeding shall be awarded, in addition to all court costs, a reasonable sum for attorney fees.

15. The rights and obligations of the parties under this Agreement shall be interpreted in accordance with the laws of the state of Idaho.

16. This Agreement constitutes the complete expression of the agreement between the parties and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement, which are not fully expressed in this Agreement. The parties intend this Agreement to be an integrated agreement. Any modification of or addition to this Agreement must be approved in writing by both parties.

North Latah County Highway District, a
body politic and corporate of the state of
Idaho, acting through its Board of
Commissioners

**Southeast Moscow Water and Sewer
District**, a political subdivision of the state
of Idaho, acting through its Board of
Directors

By: _____

[print name]
Its Chairman

By: _____

[print name]
Its Chairman

STATE OF IDAHO)
) ss.
County of Latah)

On this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be Chairman of the Board of Commissioners of the North Latah County Highway District, an Idaho body corporate and politic, whose name is subscribed to the foregoing instrument, and acknowledged to me that the North Latah County Highway District executed the same.

NOTARY PUBLIC for Idaho
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Latah)

On this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be Chairman of the Board of Directors of the Southeast Moscow Water and Sewer District, a governmental subdivision and body corporate of the state of Idaho, whose name is subscribed to the foregoing instrument, and acknowledged to me that the Southeast Moscow Water and Sewer District executed the same.

NOTARY PUBLIC for Idaho
My commission expires: _____

Exhibit "B"

April 19, 2023

To: SE Moscow Water + Sewer District

RE: Petition For Annexation

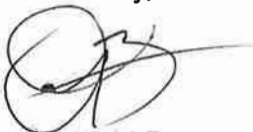
Dear Board Members,

I would like to formally submit this petition to request annexation into the SE Moscow Water + Sewer District for the property located at 3600 Lenville Rd. Moscow, ID 83843.

The legal description of the subject property is attached hereto as Exhibit A.

Thank you respectfully for your consideration of my request. If you have further questions or would like to discuss further, I can be reached anytime via phone or email.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason M Brown', with a large circular flourish at the beginning.

Jason M Brown

208-669-1690

brokerjbrown@gmail.com

EXHIBIT "A"

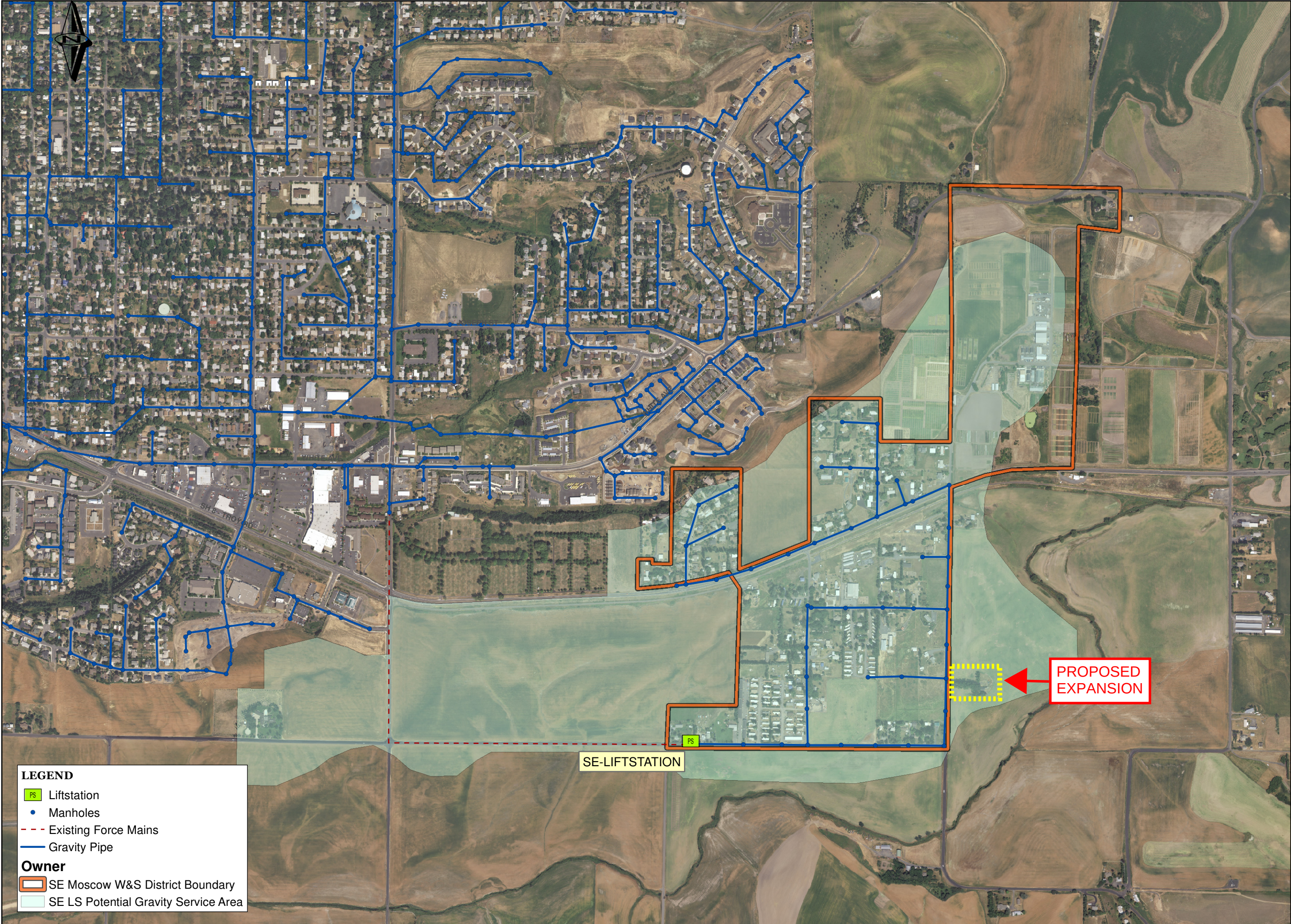
LEGAL DESCRIPTION

File No.: 20593

A parcel of land located in the SW 1/4 of the SW 1/4 of Section 15, Township 39 North, Range 5 West, B. M., described as follows:

Commencing at the West Quarter corner of Section 15; thence along the West line of Section 15, Township 39 North, Range 5 West, B. M., S. 00° 40' 50" W, 1909.24 feet to the Point of Beginning, thence S. 89° 19' 10" E, 465.95 feet; thence S. 00° 40' 50" W, 242.70 feet; thence N. 89° 19' 10" W, 465.95 feet to the West line of Section 15; thence along said West line, N. 00° 40' 50" E, 242.70 feet to the Point of Beginning.

SUBJECT TO a right of way used for county road purposes known as Lenville Road.



LEGEND

- Liftstation
- Manholes
- Existing Force Mains
- Gravity Pipe

Owner

- SE Moscow W&S District Boundary
- SE LS Potential Gravity Service Area



Prepared for:

CITY of MOSCOW, IDAHO

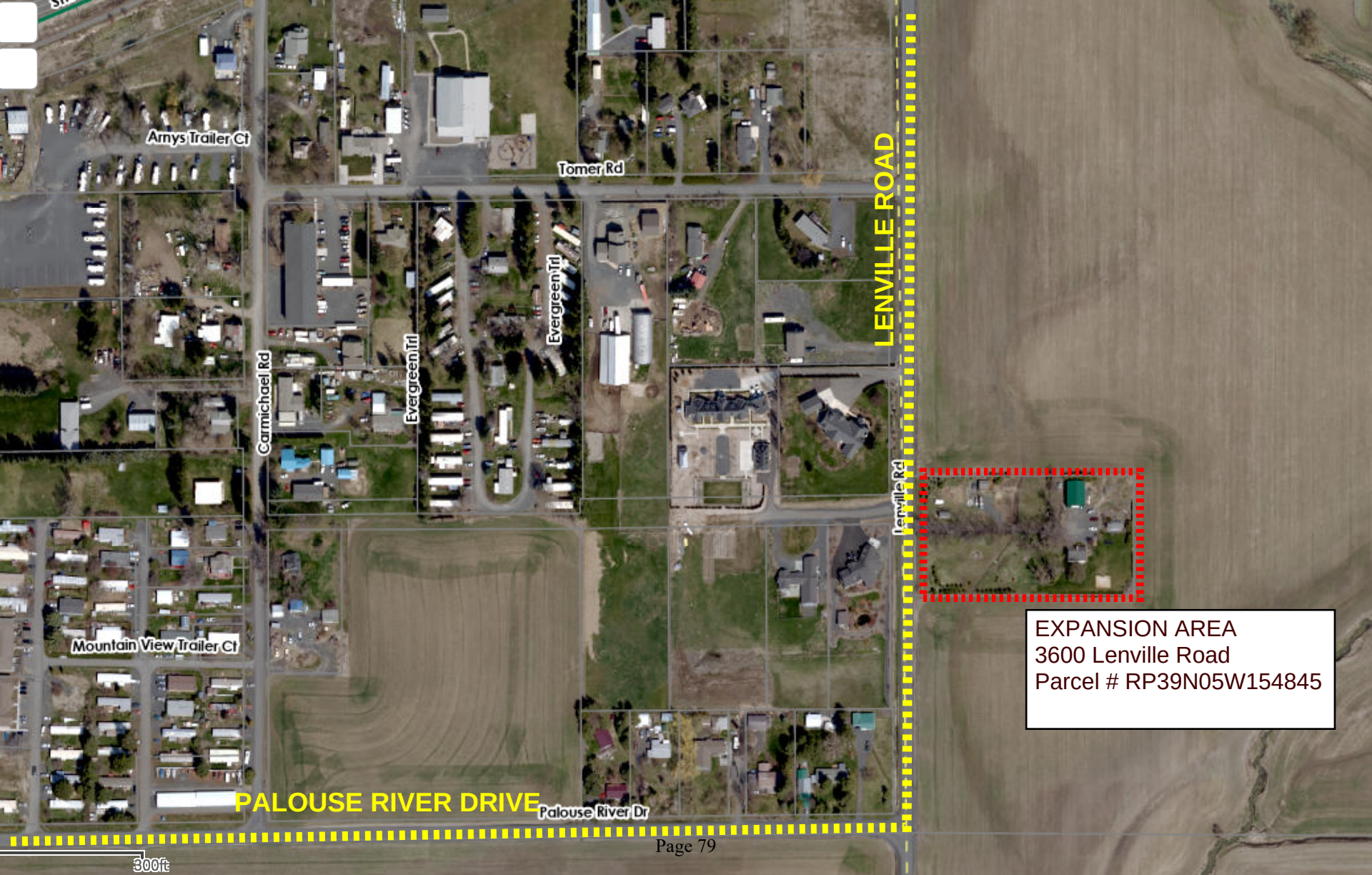
Project:

**COMPREHENSIVE SEWER
SYSTEM PLAN**

Title:

**SOUTHEAST
SEWER
DISTRICT**

Figure: **3.4**



Armys Trailer Ct

Tomer Rd

LENVILLE ROAD

Carmichael Rd

Evergreen Trl

Evergreen Trl

Lenville Rd

Mountain View Trailer Ct

PALOUSE RIVER DRIVE

Palouse River Dr

EXPANSION AREA
3600 Lenville Road
Parcel # RP39N05W154845

300ft

Exhibit "D"



c/o B. Warnick
1180 Lundquist Lane
Moscow, ID 83843
semwsd1@gmail.com

May 3, 2023

Jason Brown
3600 Lenville Rd
Moscow, ID 83843
brokerjbrown@gmail.com

Re: Annexation of property to SE Moscow Water & Sewer District

Dear Mr. Brown,

The Southeast Moscow Water & Sewer District (SEMWSD) Board has received your request to annex the property located at 3600 Lenville Rd, Moscow, Idaho into the district. Notice of the request was published in the Moscow-Pullman Daily News and no comments or objections were received at the SEMWSD Board Meeting on May 2, 2023.

After discussion the Board voted unanimously to approve your request for annexation. Board members present and voting included Barbara Warnick, Brooke Baker, Lori Krasselt and Ed Haagen.

As a property owner in the district, you will be required to adhere to the terms and conditions of the Agreement for Sewage Collection, Conveyance, and Disposal Services between the City of Moscow and the Southeast Moscow Water & Sewer district in addition to the agreement between the North Latah Highway District and the Southeast Moscow Water and Sewer District. Copies of both agreements are attached to this letter.

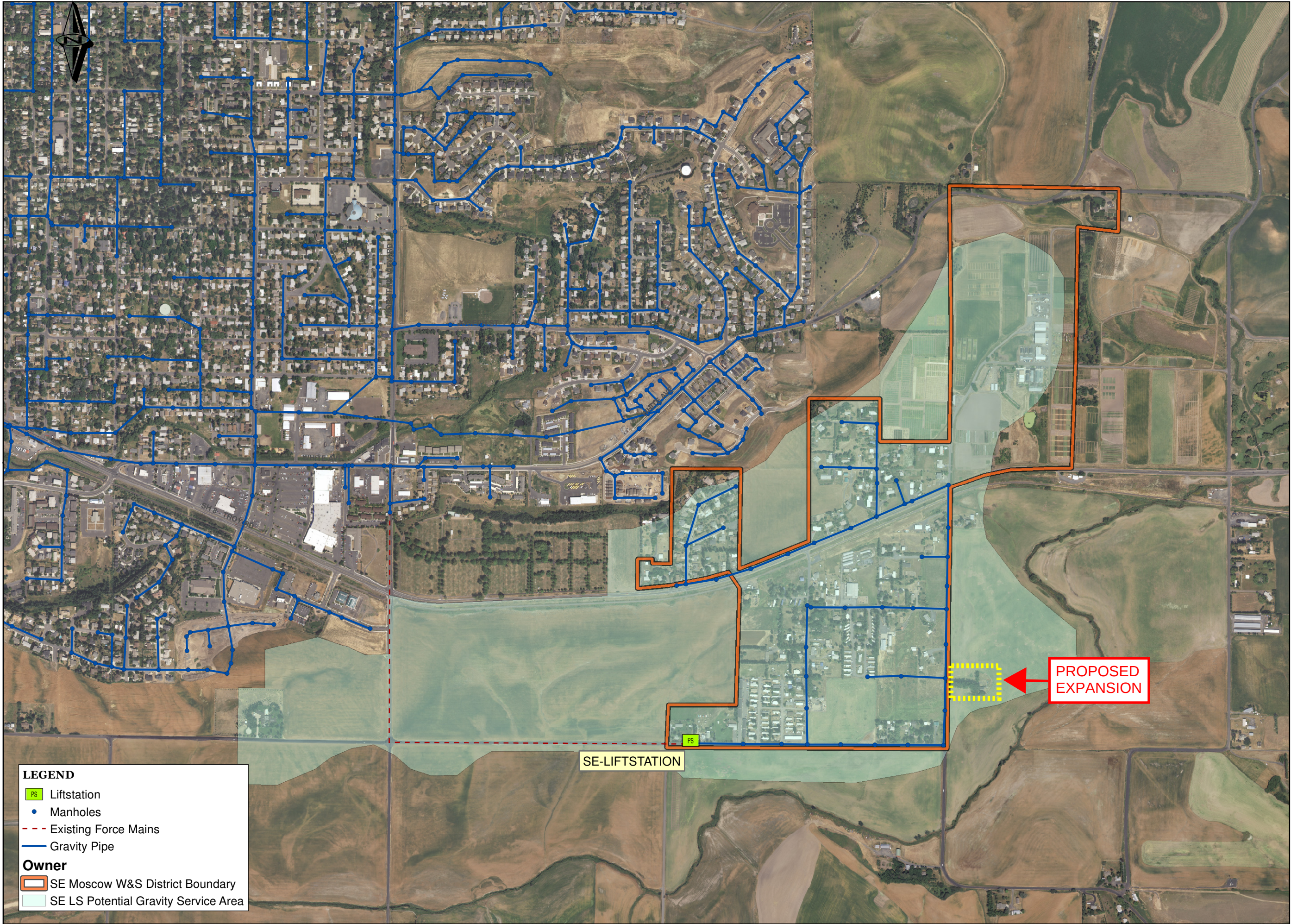
A filing fee equivalent to the cost of publishing the public notice has been assessed in accordance with Idaho Code Title 42-3218(a).

Please advise if you have any questions.

Sincerely,

Barbara Warnick
President, SE Moscow Water & Sewer District

P:\209088\Design\GIS\Figures\Fig 3-4 SE Sewer District.mxd



LEGEND

- Liftstation
- Manholes
- Existing Force Mains
- Gravity Pipe

Owner

- SE Moscow W&S District Boundary
- SE LS Potential Gravity Service Area



Prepared for:

CITY of MOSCOW, IDAHO

Project:

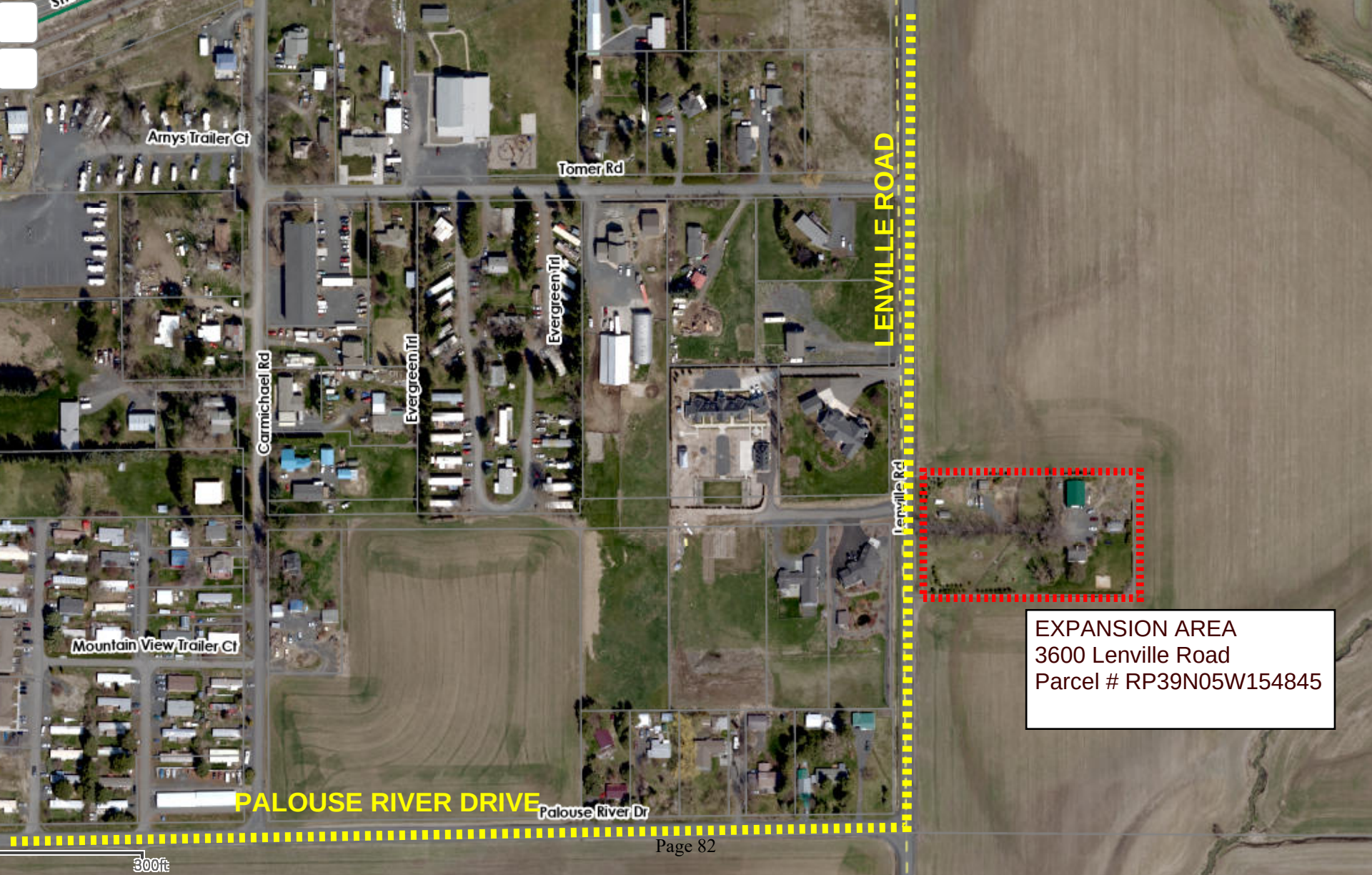
COMPREHENSIVE SEWER
SYSTEM PLAN

Title:

SOUTHEAST
SEWER
DISTRICT

Figure:

3.4



Armys Trailer Ct

Tomer Rd

LENVILLE ROAD

Carmichael Rd

Evergreen Trl

Evergreen Trl

Mountain View Trailer Ct

PALOUSE RIVER DRIVE

Palouse River Dr

Lenville Rd

EXPANSION AREA
3600 Lenville Road
Parcel # RP39N05W154845

300ft

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Tuesday, June 20, 2023



AGENDA ITEM TITLE

Edington 1st Addition Development Agreement Amendment - Todd Drage

RESPONSIBLE STAFF

Todd Drage, Engineering Technician

ADDITIONAL PRESENTER(S)

DESCRIPTION

BBC LLC, has submitted to the City a request to modify the phasing for the Edington 1st Addition Subdivision. The final plat, titled Edington 1st Addition, and the Development Agreement for the Addition was approved by City Council on Tuesday, September 6, 2022. Section X - Phasing, in the original agreement contained a figure that detailed 30 single family lots being included in a first phase, and then the remaining 73 lots being included in a second phase. The agreement amendment provides a new figure, detailing 17 lots being included in the first phase and the remaining 86 lots in the second phase. The amendment to the agreement and the original agreement have been included as an attachment to the packet.

REVIEWED BY

This item was reviewed by the Public Works / Finance Committee on June 12, 2023 and recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the Development Agreement amendment with BBC LLC for the Edington 1st Addition.

STAFF RECOMMENDATION

Approve the Development Agreement amendment with BBC LLC for Edington 1st Addition.

OTHER RESOURCES

n/a

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Amendment to Development Agreement - Edington 1st Addition_final

AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN BBC LLC AND CITY OF MOSCOW, IDAHO
FOR EDINGTON 1ST ADDITION SUBDIVISION

THIS AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN BBC LLC AND CITY OF MOSCOW, IDAHO FOR EDINGTON 1ST ADDITION SUBDIVISION (hereinafter “Amendment”) is entered into this _____ day of _____, 2023, by and between BBC LLC, whose current address is 4930 Lenville Road, Moscow, Idaho, 83843, being the Developer of real property as described in the Original Development Agreement (hereinafter “DEVELOPER”), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”);

WITNESSETH:

WHEREAS, DEVELOPER wishes to amend, and CITY agrees to amend, the Development Agreement Between BBC LLC and City of Moscow, Idaho for the Edington 1st Addition Subdivision executed September 7, 2022, attached as Attachment “A” (hereinafter “Agreement”); and

WHEREAS, the Parties agree to amend Section X. Phasing, including the relevant Attachment “C”;

NOW, THEREFORE, DEVELOPER and CITY agree to the following amendments:

A. Section X. PHASING, is hereby amended to delete the existing Section X of the Agreement and shall be replaced with the following:

X. PHASING:

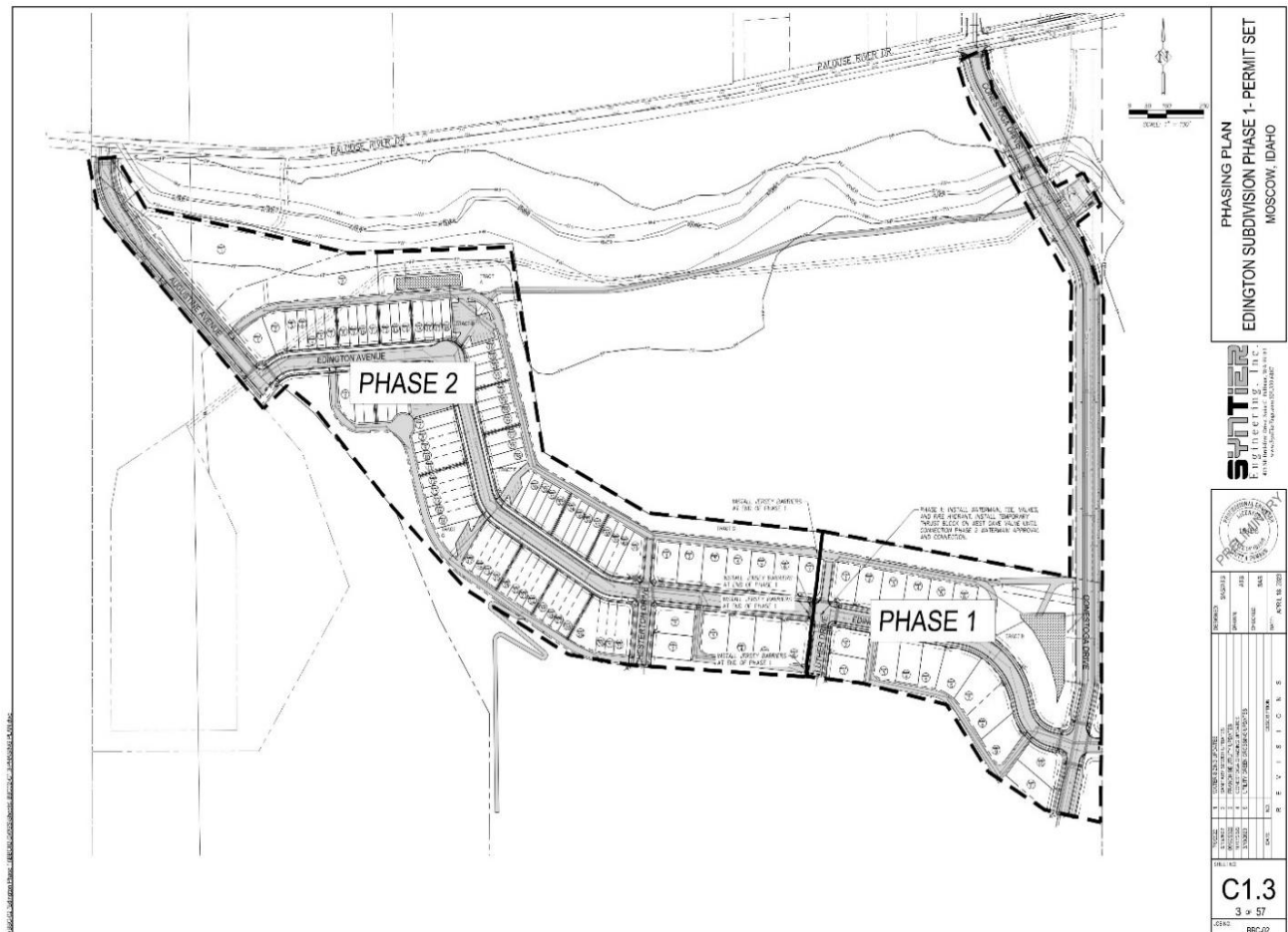
Pursuant to the approval of the Moscow City Council, DEVELOPER may develop the real property described herein in the following two (2) Phases, reflected in Attachment “C”.

- Phase I – Completion of the public improvements described in Section II.B, C, and D of the Agreement. Additionally, all public improvements and appurtenances shown as Phase I on the Phasing Plan included as Attachment C, and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II.A of the Original Development Agreement.
- Phase II – Completion of all public improvements and appurtenances shown as Phase II on the Phasing Plan included as Attachment “C”, and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II.A of the Original Development Agreement.

No building permit shall be issued for any phase of this development until after all public improvements, related to each preceding phase of this development, are completed, installed and accepted by CITY in accordance with this Agreement.

All proposed phasing of this development has been submitted and approved of prior to the execution of this Agreement and shall not be modified unless agreed in writing and specifically approved by the City Council. Separate construction plans and specifications shall be prepared and shall be submitted for each Phase of this subdivision.

B. Attachment “C” is hereby amended to delete the existing Attachment “C” of the Agreement and shall be replaced with the following:



C. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective the date first above written.

I, Andrew Crapuchettes, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind BBC LLC to this Amendment.

DEVELOPER:

BBC LLC

CITY:

City of Moscow, Idaho

Andrew Crapuchettes, Manger

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2023, before me, a Notary Public in and for said State, appeared Andrew Crapuchettes, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative of BBC LLC.

Notary Public for the State of Idaho

Residing at _____

My commission expires _____

NO. _____
 AT THE REQUEST OF
City of Moscow
 DATE & HOUR
9/13/22 10:41am
 TONYA DODGE
 LATAH COUNTY RECORDER
 FEE \$ 0 BY: [Signature]

**DEVELOPMENT AGREEMENT
 BETWEEN BBC LLC
 AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN BBC LLC AND THE CITY OF MOSCOW, IDAHO (hereinafter "Agreement") is entered into this 7th day of SEPTEMBER, 2022, by and between BBC LLC, a limited liability company of the State of Idaho, whose address is 4930 Lenville Road, Moscow, Idaho, 83843 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY");

WITNESSETH:

WHEREAS, DEVELOPER desires to develop property to be known as The Edington 1st Addition; and

WHEREAS, DEVELOPER understands that improvements required herein are standards required pursuant to Moscow City Code Title 5, Chapter 1 and are authorized by Idaho Code Sections 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that, without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the subdivision development on the ability of CITY to deliver services, without compromising quality of such service delivery to current City residents, or without imposing substantial additional costs upon current City residents to accommodate the proposed subdivision; and

WHEREAS, CITY desires to ensure that the public improvements described in Section II of this Agreement, are constructed; and

WHEREAS, DEVELOPER and CITY entered into a Memorandum of Agreement (MOA) in May, 2021 to establish improvements to Conestoga Street and West Palouse River Drive as described in said MOA which has been included as Attachment "A" of this Agreement.

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to the Moscow City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this Agreement; and

WHEREAS, DEVELOPER enters into this Agreement of DEVELOPER's own free will and accord, without coercion, without inducement, and at DEVELOPER's request; and

WHEREAS, DEVELOPER has read this Agreement, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this Agreement and prior to signing it;

NOW, THEREFORE, DEVELOPER and CITY hereby agree as follows:

I. PROPERTY AFFECTED.

This Agreement affects property to be known as The Edington 1st Addition more particularly described as follows:

THAT PORTION OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED AS INSTRUMENT NO. 616561, RECORDS OF LATAH COUNTY, SITUATE IN GOVERNMENT LOTS 1 AND 2, AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 5 WEST, B.M., LATAH COUNTY, STATE OF IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19, SAID POINT BEING SOUTH 87°09'26" WEST A DISTANCE OF 2700.96 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 19, THENCE SOUTH 00°04'50" EAST A DISTANCE OF 405.30 FEET ALONG THE WEST LINE OF SAID SECTION 19 TO A POINT ON THE CENTERLINE OF SAND ROAD, SAID POINT ALSO BEING ON THE NORTH LINE OF AFOREMENTIONED PARCEL OF LAND DESCRIBED IN WARRANTY DEED INSTRUMENT NO. 610270, AND THE **POINT OF BEGINNING**;

THENCE ALONG THE SAID NORTH LINE THE FOLLOWING TEN (10) COURSES:

- 1) ALONG SAID CENTERLINE SOUTH 85°50'16" EAST A DISTANCE OF 46.20 FEET;
- 2) DEPARTING SAID CENTERLINE SOUTH 03°51'00" WEST A DISTANCE OF 19.40 FEET;
- 3) SOUTH 38°25'29" EAST A DISTANCE OF 160.48 FEET;
- 4) SOUTH 80°57'11" EAST A DISTANCE OF 287.68 FEET;
- 5) SOUTH 75°52'29" EAST A DISTANCE OF 261.59 FEET;
- 6) NORTH 87°12'26" EAST A DISTANCE OF 441.17 FEET;
- 7) SOUTH 09°19'41" EAST A DISTANCE OF 515.84 FEET;
- 8) SOUTH 61°52'11" EAST A DISTANCE OF 321.34 FEET;
- 9) SOUTH 84°42'05" EAST A DISTANCE OF 451.15 FEET;
- 10) SOUTH 80°34'48" EAST A DISTANCE OF 767.45 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 19;

THENCE ALONG SAID EAST LINE SOUTH 00°01'45" WEST A DISTANCE OF 425.32 FEET

THENCE DEPARTING SAID EAST LINE NORTH 89°58'15" WEST A DISTANCE OF 22.68 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID TANGENT CURVE TO THE LEFT, WITH A RADIUS THAT BEARS SOUTH 00°01'45" WEST A DISTANCE OF 20.00 FEET, A CENTRAL ANGLE OF 77°23'20", THE CHORD OF WHICH BEARS SOUTH 51°20'06" WEST A DISTANCE OF 25.01 FEET, AND AN ARC DISTANCE OF 27.01 FEET;

THENCE SOUTH 12°38'26" WEST A DISTANCE OF 131.61 FEET;
 THENCE NORTH 80°57'09" WEST A DISTANCE OF 70.14 FEET;
 THENCE NORTH 52°13'31" WEST A DISTANCE OF 146.54 FEET;
 THENCE NORTH 64°26'54" WEST A DISTANCE OF 59.43 FEET;
 THENCE NORTH 33°32'57" WEST A DISTANCE OF 144.84 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID TANGENT CURVE TO THE LEFT, WITH A RADIUS THAT BEARS SOUTH 56°27'03" WEST A DISTANCE OF 100.00 FEET, A CENTRAL ANGLE OF 47°04'33", THE CHORD OF WHICH BEARS NORTH 57°05'14" WEST FOR A DISTANCE OF 79.87 FEET, AN ARC DISTANCE OF 82.16 FEET;

THENCE NORTH 80°37'30" WEST A DISTANCE OF 137.76 FEET;
 THENCE NORTH 75°30'12" WEST A DISTANCE OF 44.81 FEET;
 THENCE NORTH 80°37'30" WEST A DISTANCE OF 101.01 FEET;
 THENCE NORTH 83°38'48" WEST A DISTANCE OF 60.02 FEET;
 THENCE NORTH 84°33'47" WEST A DISTANCE OF 259.61 FEET;
 THENCE NORTH 79°22'20" WEST A DISTANCE OF 44.21 FEET;
 THENCE NORTH 84°33'47" WEST A DISTANCE OF 104.98 FEET;
 THENCE SOUTH 05°21'58" WEST A DISTANCE OF 26.86 FEET;
 THENCE NORTH 84°38'02" WEST A DISTANCE OF 112.78 FEET TO THE BEGINNING OF A
 TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID TANGENT CURVE TO THE RIGHT, WITH A RADIUS THAT BEARS
 NORTH 05°25'48" EAST A DISTANCE OF 282.00 FEET, A CENTRAL ANGLE OF 26°51'15",
 THE CHORD OF WHICH BEARS NORTH 71°08'34" WEST FOR A DISTANCE OF 130.97 FEET,
 AN ARC DISTANCE OF 132.17 FEET;

THENCE NORTH 57°42'57" WEST A DISTANCE OF 306.37 FEET TO THE BEGINNING OF A
 TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID TANGENT CURVE TO THE RIGHT, WITH A RADIUS THAT BEARS
 NORTH 32°17'03" EAST A DISTANCE OF 282.00 FEET, A CENTRAL ANGLE OF 43°18'55",
 THE CHORD OF WHICH BEARS NORTH 36°03'29" WEST FOR A DISTANCE OF 208.15 FEET,
 AN ARC DISTANCE OF 213.19 FEET;
 THENCE NORTH 14°24'02" WEST A DISTANCE OF 12.51 FEET;
 THENCE SOUTH 75°35'58" WEST A DISTANCE OF 61.65 FEET;
 THENCE NORTH 42°19'15" WEST A DISTANCE OF 321.05 FEET;

THENCE NORTH 52°22'33" WEST A DISTANCE OF 117.03 FEET TO THE BEGINNING OF A
 NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS THAT
 BEARS SOUTH 42°25'39" EAST A DISTANCE OF 65.00 FEET, A CENTRAL ANGLE OF
 7°44'58", THE CHORD OF WHICH BEARS SOUTH 43°41'52" WEST FOR A DISTANCE OF 8.78
 FEET, AN ARC DISTANCE OF 8.79 FEET;

THENCE SOUTH 39°49'22" WEST A DISTANCE OF 61.71 FEET TO A POINT ON THE
 NORTHEASTERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN WARRANTY
 DEED RECORDED AS INSTRUMENT NO. 580937, RECORDS OF LATAH COUNTY;

THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE THE FOLLOWING TWO (2)
 COURSES:

NORTH 42°59'48" WEST A DISTANCE OF 536.43 FEET;
 NORTH 38°33'29" WEST A DISTANCE OF 145.44 FEET TO A POINT ON THE WEST LINE OF
 SAID SECTION 19;

THENCE ALONG SAID WEST LINE NORTH 00°04'50" WEST A DISTANCE OF 127.18 FEET
 TO THE **POINT OF BEGINNING**.

CONTAINING: 1,181,925 SQUARE FEET OR 27.13 ACRES OF LAND, MORE OR LESS.

II. PUBLIC IMPROVEMENTS.

DEVELOPER agrees to install, at DEVELOPER's expense, within the subdivision, public improvements and appurtenances required by Moscow City Code Sections 5-1-4 and 5-1-5, including, but not limited to:

- A. Water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans; and
- B. Construction of the extension of Conestoga Street as described in Attachment "A", all in accordance with CITY Standards and in accordance with approved engineering plans. DEVELOPER shall be entitled to reimbursement from CITY as described in Section 2 of Attachment "A"; and
- C. Frontage improvements to the south side of Palouse River Drive from the intersection with Conestoga Street continuously extended to US 95/South Main Street as described in Attachment "A", all in accordance with CITY Standards and in accordance with approved engineering plans; and
- D. A sanitary sewer lift station in accordance with the Design Policies and Procedures utilized for this Development included as Attachment 'B', which is a City of Post Falls policy that has been adopted by the CITY pursuant to this Agreement with some modifications reflected in Attachment B, CITY Standards, and in accordance with approved engineering plans.

III. TERM.

This Agreement shall remain in full force and effect in accordance with all of its terms and conditions as follows:

- A. Until all public improvements have been completed and accepted by CITY; and
- B. Until the warranty period for public improvements has expired; and
- C. Until all development fees, as required and assessed by CITY, have been paid in full.

IV. CITY'S COVENANT.

CITY shall issue building permits to DEVELOPER's property only after the following have occurred:

- A. Payment of all applicable developmental fees required and assessed by CITY; and

- B. CITY has determined that the construction of all required public improvements is complete or after adequate security, as described in Moscow City Code Section 5-1-10 and as described in Sections VI, VII and VIII herein, has been provided to ensure construction and warranty repairs of the required public improvements; and
- C. Compliance with applicable CITY permit issuance requirements.

V. DEVELOPER'S COVENANT.

- A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY standards, during and under the terms of this Agreement; and
- B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction.

The engineering design plans for the sewer lift station have been conditionally approved and will be developed and finalized through the construction process. DEVELOPER agrees to design to and satisfy the design policies and procedures included as attachment B to this Agreement and to update the conditionally approved sewer lift station engineering design plans as the civil design, electrical design, telemetry design, and operation and maintenance manuals are completed. Additionally, as the design progresses, DEVELOPER agrees to provide a functional and performance testing procedure and lift station acceptance standards. Such plans, testing procedures, and acceptance standards shall be approved by the Moscow City Engineer prior to beginning the sewer lift station construction; and

- C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twelve (12) months from the date of the issuance of the first building permit in the development; and
- D. If DEVELOPER fails to complete installation of the required public improvements within twelve (12) months from the date of the issuance of the first building permit, to CITY standards and as per the approved plans, CITY shall revoke occupancy of the entire development and shall revoke any applicable permit issued to DEVELOPER by CITY.

VI. SECURITY FOR IMPROVEMENTS.

In lieu of DEVELOPER's construction and installation of all public improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Section 5-1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's development. If DEVELOPER

fails to complete installation of the public improvements as required by CITY within twelve (12) months from the date of the issuance of the first building permit in the development, CITY may utilize the security and cause the improvements to be made or CITY may cause improvements to be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement. Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY.

DEVELOPER agrees to provide security for the public improvements in the amount to be determined by the City Engineer. This security shall be in the form of cash, construction bond, irrevocable letter of credit from a certified bank or financial institution, or such other form of security acceptable to CITY. Such security shall be provided to CITY prior to the issuance of building permits by CITY. The security must be effective for a minimum period of one (1) year from the date of the issuance of the first building permit in the development. If this security is in the form of an irrevocable letter of credit or bond, the secured improvements shall be constructed at least ninety (90) days prior to the expiration date of the security. If the public improvements identified and described in Section II are not completed within twelve (12) months from the issuance of the first building permit in the development, CITY may claim the security and complete the said improvements using the security. The amount of the security may, from time to time, be modified as deemed appropriate by the City Engineer as conditions warrant.

If for any reason the security for such improvements shall be withdrawn by DEVELOPER or the security or financial institution, or the value or terms thereof shall be compromised in any way, CITY shall immediately cease issuing building permits and shall revoke any building permits and/or occupancy permits issued pursuant to the terms contained herein, and further, DEVELOPER shall hold CITY harmless for any and all causes of action or damages alleged to have been sustained because of the revocation of such building permits. If any building permits and/or occupancy permits are revoked pursuant to this Section, such building permits and/or occupancy permits shall be re-issued upon receipt by CITY of new or additional security as required herein.

VIII. WARRANTY.

- A. All required public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).
- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.

- C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the City Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or shall name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.
- D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.
- E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION.

As part of the subdivision process, this proposed lot division falls under the following requirements of parkland dedication codes of the City:

Based on the final plat, the total parkland dedication requirement for the Edington 1st Addition is 40,974 square feet (0.94 acres). Because of the close proximity to the City's Palouse River Drive park property, this parkland dedication has been deferred to a future addition of the Edington Development.

X. PHASING.

Pursuant to the approval of the Moscow City Council, DEVELOPER may develop the real property described herein in the following two (2) Phases, reflected in Attachment "C".

- Phase I – Completion of the public improvements described in Section II.B, C, and D of this Agreement. Additionally, all public improvements and appurtenances shown as Phase I on the Phasing Plan included as Attachment C, and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II.A of this Agreement.
- Phase II – Completion of all public improvements and appurtenances shown as Phase II on the Phasing Plan included as Attachment C, and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II.A of this Agreement.

No building permit shall be issued for any phase of this development until after all public improvements, related to each preceding phase of this development, are completed, installed and accepted by CITY in accordance with this Agreement.

All proposed phasing of this development has been submitted and approved of prior to the execution of this Agreement and shall not be modified unless agreed in writing and

specifically approved by the City Council. Separate construction plans and specifications shall be prepared and shall be submitted for each Phase of this subdivision.

XI. AS-CONSTRUCTED DRAWINGS.

DEVELOPER agrees to furnish, prior to acceptance by CITY of the public improvements as required herein, one (1) set of complete, mylar and AutoCAD, final as-constructed drawings for the public improvements described herein, unless such requirement is waived by the City Engineer.

XII. FAILURE TO COMPLY.

DEVELOPER agrees to pay all expenses incurred by CITY in enforcing this Agreement.

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

This Agreement shall be binding upon the heirs, executors, administrators, and assignees of the Parties, and subsequent purchasers of and/or within the property described herein.

XIV. OCCUPANCY.

DEVELOPER agrees that no person shall be allowed to occupy any part of the development for any purpose until the described public improvements are completed and accepted by CITY for maintenance or as otherwise provided for by a subsequent development agreement between the Parties.

XV. VENUE AND ATTORNEY FEES.

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

XVI. MODIFICATION.

DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties.

XVII. COVENANTS TO RUN WITH LAND.

This Agreement shall run with the land affected hereby, as shall all covenants contained herein, and shall be to the benefit of CITY, its successors and assigns. This Agreement shall be recorded with the Latah County Recorder.

XVIII. NOTICES.

Any notice required or called for by this Agreement shall be deemed served upon the Party to whom it is sent when delivered by certified United States mail to the following addresses:

DEVELOPER

BBC LLC.
4930 Lenville Road
Moscow, Idaho, 83843

CITY

City of Moscow, Idaho
Scott Bontrager, City Engineer
P O Box 9203
Moscow, ID 83843
Phone: (208) 883-7000
Facsimile: (208) 883-7018

XIX. UNDERSTANDING.

DEVELOPER has read and understood this Agreement and agrees with the contents and conditions thereof. DEVELOPER understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement. Specifically, DEVELOPER has had the opportunity to avail itself of legal counsel and of other counsel before entering into this Agreement and before signing it, and hereby enters into it knowingly, voluntarily, willingly, and without inducement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

I, Andrew Crapuchettes, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind BBC LLC to this Agreement.

DEVELOPER:

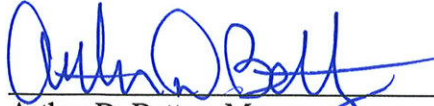
BBC LLC



Andrew Crapuchettes, Manager

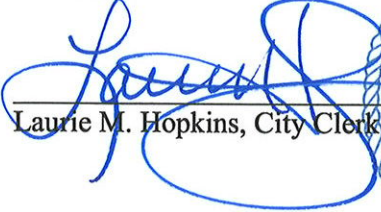
CITY:

City of Moscow, Idaho



Arthur D. Bettge, Mayor

ATTEST:


 Laurie M. Hopkins, City Clerk


STATE OF IDAHO)
) ss:
 COUNTY OF LATAH)

On this 7th day of SEPTEMBER, 2022, before me, the undersigned, a Notary in and for said State, personally appeared Andrew Crapuchettes known to me to be a Registered Agent of BBC LLC., the owner of the affected property.

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


 NOTARY PUBLIC
Residing at Moscow, IDAHOMy Commission AUGUST 9, 2027

(seal)

STEPHEN R BUSH
 COMMISSION NUMBER 15884
 NOTARY PUBLIC
 STATE OF IDAHO

625705 615349

NO. _____
 AT THE REQUEST OF
CITY OF MOSCOW
 DATE & HOUR
5.26.2021 10:30
 HENRIANNE [illegible]
 LATAH COUNTY RECORDER
 FEE \$ 0 BY [Signature]

**MEMORANDUM OF AGREEMENT BETWEEN
 BBC LLC AND CITY OF MOSCOW, IDAHO**

THIS MEMORANDUM OF AGREEMENT BETWEEN BBC LLC AND CITY OF MOSCOW, IDAHO ("MOA") is entered into effective the date of the last signature, by and between City of Moscow, Idaho a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 ("CITY") and BBC LLC, a limited liability company of Idaho, PO Box 8525, 4930 Lenville Road, Moscow, Idaho 83843 ("BBC LLC").

WITNESSETH

WHEREAS, CITY's Hamilton Dream Team identified the need for additional athletic playfields in the community and in 2002, the City purchased a 44-acre property specifically for the development of playfields, known as the West Palouse River Drive Ball Fields Project; and

WHEREAS, in 2011, the cost to develop the playfields project and the infrastructure surrounding the playfields was estimated to be over \$7.5 million, which included extending Conestoga Street, widening West Palouse River Drive, adding an irrigation system utilizing effluent from CITY's Water Reclamation and Reuse Facility, and the cost to develop the playfields, the City Council determined that the project was cost prohibitive at that time; and

WHEREAS, in 2016 the Moscow School District Community Playfields (located at Joseph Street and Mountain view Road) were opened as a joint project of the CITY and Moscow School District; and

WHEREAS, CITY retained the Palouse River Drive property for future playfield development; and

WHEREAS, CITY received a request from BBC LLC requesting financial participation with a proposed extension of Conestoga Street and the accompanying bridge construction, which would provide public access to CITY's 44-acre West Palouse River Drive property as well as to property owned by BBC LLC; and

WHEREAS, CITY has identified a major challenge area in its strategic plan to address a shortage of affordable housing opportunities within city limits and wishes to encourage BBC LLC to provide housing that would help address the current housing shortage and need for affordable housing; and

WHEREAS, City Council has previously recognized its obligation to extend Conestoga Street through its 44-acre West Palouse River Drive Ball Fields property, and the roadway extension and the resulting access and utility extension to the City's property is a fundamental element needed for the future development of the playfield facilities.

NOW THEREFORE, for and in consideration of the mutual covenants and representations set forth in this MOA, CITY and BBC LLC agree as follows:

615349

SECTION 1: COOPERATION

BBC LLC enters into this Agreement of BBC LLC's own free will and accord, without coercion, without inducement, and at BBC LLC's request. CITY has not made any promises to BBC LLC other than the terms as detailed in this MOA. CITY and BBC LLC are jointly committed to the public improvements identified herein.

SECTION 2: CITY RESPONSIBILITIES

1. CITY agrees to contribute toward the construction of the extension of Conestoga Street to extend from Palouse River Drive to the southern property boundary of the City's playfield property, see Attachment 'A', as follows:
 - a. CITY shall reimburse no more than fifty percent (50%) of the actual cost of construction of the Conestoga Street extension improvements, which shall not exceed a total amount of One Million Seventy-Eight Thousand Two Hundred and Ten Dollars (\$1,078,210) unless otherwise approved by CITY in writing.
 - b. Subject to the amounts and limitations contained in paragraph a. of this section, CITY's contribution will only be utilized to reimburse BBC LLC for the following:
 - bridge construction
 - roadway construction
 - curbing
 - sidewalk on the east side
 - 10' wide asphalt pedestrian pathway on the west side
 - water mains
 - water hydrants
 - sewer mains
 - sewer manholes
 - stormwater catch basins
 - stormwater mains
2. CITY's contribution for the Conestoga Street extension improvements shall not be disbursed until completion of the Conestoga Street extension, bridge, and improvements to West Palouse River Drive and acceptance of said improvements by CITY.

SECTION 3: BBC LLC RESPONSIBILITIES

1. BBC LLC agrees to construct, at BBC LLC's expense, the frontage improvements to the south side of West Palouse River Drive to include installation of curbing, sidewalk and roadway widening to improve West Palouse River Drive to thirty-four (34) feet in width from the intersection with Conestoga Street and continuously extending to US 95/South Main Street.
2. BBC LLC agrees to furnish to CITY, at BBC LLC's expense, engineering design plans (for the public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction.
3. BBC LLC agrees that BBC LLC shall construct the public improvements described in Section 3 of this Agreement, by December 31, 2022.

4. All public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such public improvements (i.e., warranty period).
5. BBC LLC shall be responsible, at its sole expense, for correcting any and all deficiencies which occur within the one (1) year warranty period.

SECTION 4: TERM

This MOA shall take effect when both parties have signed it and shall remain in full force and effect in accordance with all of its terms and conditions as stated herein.

SECTION 5: GENERAL PROVISIONS

1. Indemnification. BBC LLC agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by BBC LLC, BBC LLC's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree..
2. Insurance. BBC LLC shall not commence work until proof of insurance is provided that is sufficient for the work to be completed under this Agreement. Each policy and/or certificate of insurance shall list CITY as an additional insured and shall have a provision on the policy that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to CITY and not less than fifteen (15) days prior to such action.
3. Entire Agreement, Modification and Assignability. This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. BBC LLC may not subcontract or assign its rights or duties arising hereunder, other than as provided herein, without the prior written consent and express authorization of CITY.
4. No Joint Venture and No Joint Powers Agreement. Nothing contained in this MOA shall be in any way construed as creating, expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship or in any manner have agreed to or

are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this MOA.

5. No Employer-Employee or Agency Relationship. The Parties warrant by their signatures that no employer-employee or agency relationship is established between BBC LLC and CITY by the terms of this Agreement.
6. Interpretation. This MOA shall be deemed and construed to have been prepared mutually by each Party and any uncertainty or ambiguity existing therein shall not be construed against any Party.
7. Compliance with Laws. BBC LLC shall observe and comply with all Federal, State, and Local laws, codes, ordinances, and regulations, including all licensing and permit requirements which, in any manner, apply to the work being performed under this agreement. No pleas of misunderstanding or ignorance on the part of the BBC LLC will in any way serve to modify the provisions of this requirement.
8. Jurisdiction and Venue. This MOA shall be construed under and governed by the laws of the State of Idaho. In event of litigation concerning this MOU, venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
9. Non-Appropriations. This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.
10. Notice. All communication or notification to be given pursuant to this MOA shall be given to the following:

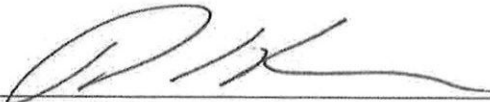
Notice to BBC LLC: Richard C. Beebe, Jr., Manager PO Box 8525 4930 Lenville Road Moscow, ID 83843	Notice to CITY: Moscow City Supervisor PO Box 9203 206 East Third Street Moscow, ID 83843-1703
---	--
11. Complete Agreement. This MOA constitutes the entire expression of intent and agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.
12. Amendments. The terms of this MOA may be amended by mutual agreement of the Parties. The Party seeking an amendment shall submit a written request for amendment to the other Party. The request shall clearly describe the proposed change and why the change is necessary. The responding Party shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within sixty (60) days from receipt of the request. The responding Party may approve, deny, or suggest modifications to the

amendment. Any amendment shall be in writing, shall refer specifically to this MOA, and shall be executed by both Parties.

IN WITNESS WHEREOF, BBC LLC and CITY, by and through their respective officials designated below, have signed this MOA on the date following their respective signatures.

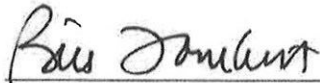
BBC LLC

CITY OF MOSCOW



Richard C. Beebe, Jr.
Manager

5/24/21
Date

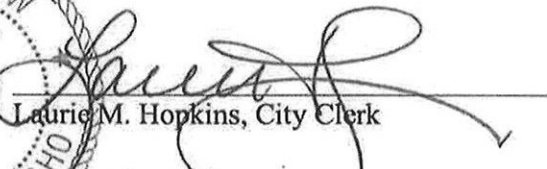


Bill Lambert
Mayor

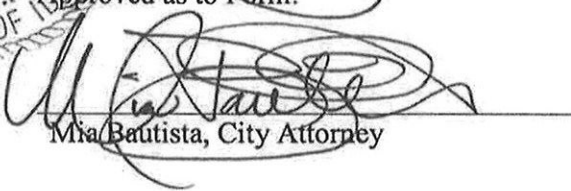
05/25/2021
Date



ATTEST:


Laurie M. Hopkins, City Clerk

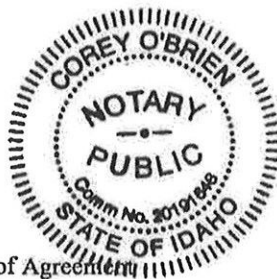
Approved as to Form:

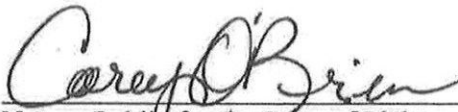

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this 24th day of May, 2021, before me, a Notary Public in and for said State, appeared Richard C. Beebe, Jr., known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative of BBC LLC.




Notary Public for the State of Idaho
Residing at Moscow
My commission expires 8/15/2025

Memorandum of Agreement
CITY and BBC LLC

615349

625705

Attachment A

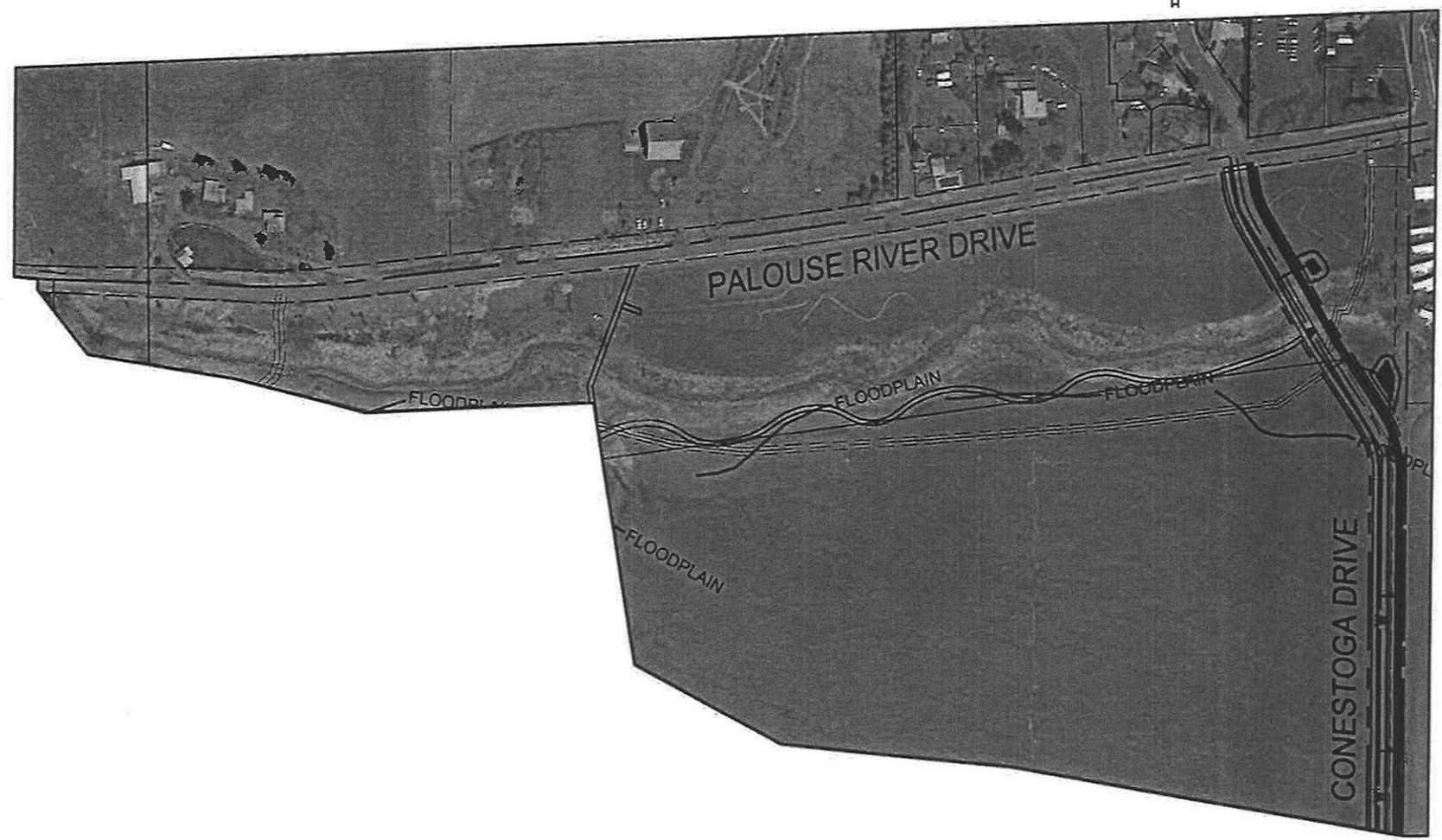
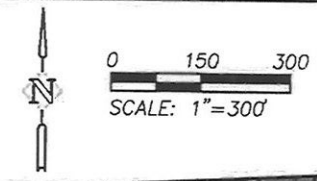
Memorandum of Agreement
CITY and BBC LLC

16 of 33

PAGE 6 OF 6

615349

Attachment 'A'



NOT FOR CONSTRUCTION

SHEET NO.				DESIGNED:	SAS
				DRAWN:	SAS
				CHECKED:	SAS
				DATE:	MAY 18, 2021
JOB NO.	DATE	NO.	DESCRIPTION		
	BBC-02		REVISIONS		

SYNTIER
Engineering, Inc.
405 SE Bishop Blvd, Suite 2 Pullman, WA 99163
www.SyntierInc.com 509.339.6187

BALL FIELD IMPROVEMENTS
EDINGTON SUBDIVISION
MOSCOW, IDAHO

625705



I. SEWAGE PUMP STATION DESIGN POLICIES AND PROCEDURES

The following design policies and procedures are developed to provide guidelines for sewage pump stations designed and built by others for eventual acceptance and operation by the City of Post Falls. Design shall be in accordance with these policies and procedures unless otherwise permitted by the City. Generally, lift stations serving private developments will not be maintained or owned by the City. At the option of the City, the lift station may be located in public right-of-way and dedicated to the City for ownership, operation and maintenance. These are minimum requirements and are subject to City negotiation. State and local regulations, including "Ten State Standards" take precedence. The City may require lift station capacities greater than the size required for an individual project if the flow from the ultimate service area exceeds the needs of the particular area under consideration. The City may participate in the project cost to the extent of the incremental cost of materials for the lift station oversize. Standards will not be lessened for "temporary" facilities.

A. Design Requirements

1. **Pumps.** At least two (2) pump units shall be provided, each capable of handling the expected maximum flow and equipped with a 3 position pump alternator. If the 20-year projected peak hour flow exceeds 500 gpm, at least three (3) pumps shall be provided.
 - a. Pumps shall be capable of passing spheres of at least 3 inches in diameter. Pump suction and discharge openings shall be at least 4 inches in diameter.
 - b. Wet well design shall be such as to avoid solids accumulation on the bottom and to avoid turbulence near the intake. Minimum wet well size shall be 72 inches in diameter or equivalent. Wet wells should be of adequate size for the pumps and future upgraded pumps to serve the ultimate flow projections. Aluminum access hatches (Halliday FI-R) shall be provided at all wet wells and wet well surfaces around the hatches shall be covered in a non-slip finish. All hardware shall be stainless steel.
 - c. Drawdown to pump shut-off (minimum submergence) shall be per pump manufacturer's recommendation and City-approved.
 - d. Valves shall not be located inside the wet well. A valve vault shall be provided with a piping and valve arrangement that allows for back flushing of one pump using the other pump. Check valves shall be swing Ball type with ~~external levers~~.
 - e. A red LED alarm light shall be provided. The alarm light shall be activated in cases of high water in the wet well. A manual shut-off for the alarm shall be available inside the control panel. ~~The alarm shall not include an audible buzzer.~~
 If the force main requires an air valve DEQ requires a drain the VMT. Air relief Valve shall come with maintenance kit for flushing.
- Flow Meter: magnetic flow meter with 150lb. flanges, 316 stainless steel self-cleaning electrodes, be compatible with wastewater and have the ability to be submerged underwater. Read GPM and display in panel and compatible with city's SCADA system (Wonderware InTouch)

- ~~X~~ An 8 channel Auto dialer or hard line cellular phone emergency call-out shall be installed. Auto dialer shall include an ~~automatic telephone~~ dialer, with at least eight (8) contacts, four (4) phone number dial-out capability, call-in status check and backup power. ~~Brand shall match existing equipment used by City (Sensaphone 1800).~~ Auto dialer channels shall be designated as listed in Table 1, Section A2.
Telemetry to report back to SCADA via fiber connection.
- a Access Points
- g. Submersible pumps shall be readily removable without dewatering the wet well or disconnecting any piping in the wet well. Hydraulic connectors and guide rails shall be provided. ~~Guide rails shall be made of stainless steel and provided by pump manufacturer.~~
 - h. Pumps shall be Flygt N-Impeller with mini cass relay, seal failure and thermal failure linked to the PLC. Submersible pumps shall include an effective method to detect shaft seal failure or potential seal failure. The pump control panel shall have seal fail indicator lights for each pump. (Each pump shall be equipped with a mix flush valve)
 - 1. Pumps and piping shall be protected from freezing temperatures.
 - J. ~~Three-phase electrical service shall be provided.~~
Bypass connection in valve vault is also acceptable.
 - k. Primary level control shall be provided by an ultrasonic pressure level transducer (Mercoid #FBLT-25C-IVPP-15-60, PIN 100656-12). The pressure transducer shall be linked to the PLC. The transducer with indicating meter and all electronic controls shall be NEMA4 rated and suitable for mounting in the control panel. Backup control via mercury switch activated float switches shall be provided as well. All floats shall be pipe clamp normally open (30 PCNO) SJ electronic floats or wide angle floats where applicable. Floats shall be installed on a float tree. Weighted floats are not acceptable. Spliced cords are not acceptable.
 - 1. Elapsed time meter shall be provided inside the panel for each pump. Control panels shall include a light inside the panel which switches on when the panel door is opened.
- Use Flygt MultiSmart management system unit screen mounted in front of swing-out panel
- m. At lift stations utilizing variable frequency drives or connected to a 6 Inch or larger force-main a flow meter shall be provided at the discharge. — Ball Should all stations have VFD's?
 - n. A pressure gauge, with isolation ball valve, shall be provided on each discharge line. The pressure gauges shall be located in the valve vault and viewable from the hatch opening. ~~If the force main requires an air valve DEQ requires a drain in the MH. Air relief valve shall come with maintenance kit for flushing.~~
 - o. Lift stations with a peak pumping capacity of 500 gpm or greater shall be provided with a PLC. Being Allen Bradley
Flow Meter: magnetic flow meter with 150lb. flanges, 316 stainless steel self-cleaning electrodes, be compatible with wastewater and have the ability to be submerged underwater. Read GPM and display in panel and (Also link with PLC) SCADA system (Wonderware InTouch)

- p. All valve vault and wet well hardware shall be stainless steel.
- q. All electrical junction boxes shall be explosion proof. The number of junction boxes shall consist of a minimum of one (1) per pump plus one (1) for floats and transducers.
2. **Telemetry System Provisions.** Control panels shall be compatible for future addition of a telemetry control system. The following provisions shall be provided in all control panels:

TABLE 1

<i>Description</i>	<i>Condition</i>	<i>Signal Type</i>	<i>Notes</i>
Power Status (Phase Failure) (Power Loss)	Alarm	Dry Contact (input to telemetry)	
Loss of 120 VAC Control Power	Alarm	Dry Contact (input to telemetry)	
Pump Running	Status	Dry Contact (input to telemetry)	For each pump
Pump H-O-A Switch	Status	Dry Contact (input to telemetry)	For each pump
Wet Well Level Low-Low Alarm	Alarm	Dry Contact (input to telemetry)	Wired to Connect Independent of PLC for Call Out
Wet Well Level High-High Alarm	Alarm	Dry Contact (input to telemetry)	Wired to Connect Independent of PLC for Call Out
Wet Well Level Low (pump off)	Control	Dry Contact (input to telemetry)	For float control
Wet Well Level High (lead pump on)	Control	Dry Contact (input to telemetry)	For float control
Wet Well Level High-High (lag pump on)	Control	Dry Contact (input to telemetry)	For float control
Pump Fail to Run (in auto mode)	Control	Dry Contact (from telemetry)	For each pump
Wet Well Level	Signal	Input to telemetry	From Pressure Trans.
Pump Over temperature (in motor)	Alarm	Dry Contact (input to telemetry)	For each pump
Pump Seal Failure (in motor)	Alarm	Dry Contact (input to telemetry)	For each pump
Generator Running/Not Running	Status	Dry Contact (input to telemetry)	From call in only
Generator Alarm	Alarm	Dry Contact (input to telemetry)	
Generator Fault	Alarm	Dry Contact (input to telemetry)	

- a. ~~×~~ Sites shall be laid out to allow for the physical space required for the future telemetry/ fiber connection control panel. Typically, telemetry control panels are approximately 30" wide by 36" high by ~~12" deep~~

a Access Points

- b. The PLC shall be designed to ~~accommodate a future radio or leased line~~ communication system. This will require an additional communication port or module on the PLC. (Each station shall have hard line DSL/Fiber for ~~telemetry control~~) report back to SCADA via fiber connection.

The UPS system installed at the lift station for providing battery backup to the control system ~~should be adequately sized to provide backup power to a future telemetry system. The UPS should be a minimum 600VA. Provisions shall be made so that power failure to the site is registered and the appropriate alarm call is made. The auto dialer and cell phone shall be on a separate circuit/feed from the UPS. A relay shall be provided to trigger an auto dialer call in the event of control power failure.~~

3. **Emergency Power Supply.** Provisions of an emergency power supply for pumping stations shall include an in-place standby generator with 12 hours fuel storage. Generators shall be manufactured by CAT, Onan or an approved equal. ~~An automatic transfer switch (ATS) shall be provided. The Generator shall be sized to handle peak pumping capacity demands.~~ Bypass connection in valve vault is also acceptable.

4. **Storage.** At least 1/2 hour of emergency storage shall be provided. Storage shall be calculated from the high alarm level, assuming that peak flows are entering the wet well with both pumps inoperable. (For stations under 500 gpm)
(Stations over 500 gpm may have option for dual force mains)

5. **Force Mains**

- a. **Size.** The minimum allowable force main size is 4 inches in diameter.

- b. **Velocity.** At peak pumping capacity, a minimum self-scouring velocity of 3.5 feet per second (fps) should be maintained or provided by automatically cycling two pumps simultaneously. Flushing facilities or ~~cleanouts shall be provided. Velocities in the force main should not exceed 5 fps at peak flow rates.~~

- c. **Air Relief Valve and Grade.** An air relief valve should be placed at the necessary high points in the force main to relieve air locking. Air relief valves shall be placed in standard manholes. In no case shall the force main be installed on less than 0.02% grade. All hardware and piping shall be stainless steel. ~~If the force main requires an air valve DEQ requires a drain in the MH. Air relief valve shall come with maintenance kit for flushing.~~

- d. **Pressure Tests and Material.** All force mains shall be hydrostatically tested at a minimum pressure of at least 160 psi, unless otherwise required by the City Engineer. Force mains shall be constructed of C-900 PVC water pipe. ~~Flow meter: magnetic flow meter with 150lb. flanges, 316 stainless steel self-cleaning electrodes, be compatible with wastewater and have the ability to be submerged underwater. Readout on display panel and compatible with city's SCADA system (Wonderware InTouch)~~

-  Main. 48 hour notification shall be provided to the City prior to any testing
- e. Force Main Locates. Locating wire, tape and ~~City locating balls~~ (available for purchase from City) shall be placed over all new pipe and fittings, respectively. The location of ~~locating balls~~ shall be noted on as-built drawings.
- f. Isolation Valve. On Force mains 12" and under a tapered wedge isolation gate valve shall be installed and a plug valve on any line larger than 12" in the force main at a minimum of 500-foot intervals or as required by the City Engineer. ~~Bypass fittings and 6"/8" PT brand cam lock connections should be provided adjacent to all isolation valves.~~ Location wires shall be pulled to the surface at all valve locations (SD 301).
- g. Lining. All ductile iron pipes and/or fittings shall be coated with Protecto 401 or approved equal coating.
- h. External Connection. An external double-valved connection shall be provided adjacent to the wet well to connect an emergency pump discharge directly to the force main. Provide a 6" female aluminum cam- lock for emergency pump connection for lift stations up to 350 gpm and 8" PT brand for larger lift stations. See detail provided in Attachment C. Bypass connection in valve vault is also acceptable.
- i. Force Main Depth. All force mains shall be buried a minimum of 4'-6" below finish grade elevations or City-approved depth.

6. **Site Details**

- a. Provisions shall be made for lifting pumps out of station without disassembling fittings or lift station structure.
- b. The lift station shall be on dedicated right-of-way or easement with easy all weather access. Minimum site area shall be 75' x 75', with the actual area being sufficient to accommodate all required equipment and access for cleaning, operation and maintenance.

Use Flygt Multi-Span 2 inch diameter non-freeze, post water hydrant and lock with approved cross connection prevention device, 4 feet minimum bury, shall be required within 10 feet of the lift station. Cross connection prevention device shall be reduced pressure principal backflow preventer, located in a hot box style enclosure with a receptacle in the hot box for a plug.

- d. Provided with the hydrant shall be 25' of 2" diameter hose and a 6' valve key. If the force main requires an air valve DEQ requires a drain in the MH. Air relief valve shall come with maintenance kit for flushing.
- e. Lift station access road and 15-foot perimeter around wet well and pump Flow Meter: magnetic flow meter with 150lb. flanges, 316 stainless steel self-cleaning electrodes, be compatible with wastewater and have the ability to be submerged underwater. Read GPM and display in panel and compatible with city's SCADA system (Wonderware InTouch)

 access port shall include a 6-inch layer of 3/4-inch minus gravel over an approved subgrade material, compacted in place. Drainage facilities shall be constructed so that the access road and station are not subject to flooding.

Cobra Access Points

f. An LED yard light capable of providing adequate light to work on the lift station shall be provided. This light should have a manual switch and shall be wired into the standby generator so it can be used during power outages as well.

g. A minimum 6-foot-high chain-link fence with 3-strand barbed wire shall be placed around all lift stations with a 12-foot gate provided for access. Chain link fences shall include decorative privacy slats or other City-approved sight obscuring objects.

h. Provide the following Hang Signs:

- Identification Sign With:

- a. City Logo
- b. Facility Name
- c. Facility Address

d. "If the Red Light/Alarm Beacon is On Please Call Bypass connection in valve vault is also acceptable. (208) 773-3571 or 911."

- No Trespassing Sign (1x):

- a. "Caution- Water Reclamation Pump Station-No Trespassing"

1. An LED trouble light (Explosion proof/Waterproof), along with 50 feet of retractable cord shall be provided at the control cabinet.

J. An air scrub unit (Carbtrol 6-2 or approved equal) shall be appropriately sized and included. Air scrub units shall not require the use of a fan. Forced air units should be required on larger stations

Use Flygt MultiSmart management system unit screen mounted in front of swing-out panel

k. Electrical and control panels shall be covered. Covering shall extend 3 feet beyond panels, in any direction. Covering material shall consist of steel roofing on a structure appropriate for local wind and snow loading. — Ball

B. Submittal and Review Requirements

1. Upon completion of preliminary design, the consultant shall submit the following to the City for approval:

If the force main requires an air valve DEQ requires a drain in the MFL. All relief valve shall come with maintenance kit for flushing.

Flow Meter: magnetic flow meter with 150lb. flanges, 316 stainless steel self-cleaning electrodes, be compatible with wastewater and have the ability to be submerged underwater. Read GPM and display in panel and compatible with city's SCADA system (Wonderware InTouch)

- a. Three (3) full-size blue line copies of the design which show the following:
 - Site layout and easements, public safety equipment in order that the public is protected from injury and/or damage, i.e., insurance limits, signs and barricades, lights, detour routes, excavation limits and other related facilities;
 - cut away of station and wet well showing design elevations;
 - necessary details needed for construction and inspection; and
 - Document electrical panel is accessible and meets City sign code.
- b. General site location outlining service area and point of connection to existing sewer line. All elevations to be on the approved City datum (NAVD 88). As a minimum, elevations shall be shown at the top of the entrance tube, top of finished surface, pump control stages, pump discharge invert, floor of pump station, wet well invert inflows and discharges, and top of support slab. The force main shall have elevations at all changes in grade and alignment and at the discharge point.
- c. Three (3) copies of construction specifications, including electrical diagram and specific components.
- d. Three (3) copies of complete design calculations which must include the following:
 - all design assumptions and parameters including DEQ checklist;
 - pump performance curves, operation and maintenance data, electrical wiring schematic;
 - force main performance curve (head loss and velocity data);
 - Conclusive data showing impact of discharge on existing system; discussion of odor considerations and residence time in force main and influent. Provide bio filter or carbon filters if odors may be a problem;
 - calculations and plans shall be stamped by a Professional Engineer licensed by the State of Idaho, signed and dated;
 - Minimum ½ hour storage capacity during pump failure.

2. Reproducible drawings and three (3) sets of blue line prints of the as-constructed facility shall be submitted to the City within thirty (30) calendar days of completion of the project and prior to City acceptance.

C. Final Acceptance by the City

1. Prior to acceptance of the lift station, the applicant must submit the following:
 - a. Results of testing, inspections and certification by the Engineer that the system passed the tests and that the pumps pump at the rated capacity. Pumps must be tested continuously for a total of at least one half (½) hour. All alarm and control features shall be tested and certified as well. The Pump Startup Reports included in Attachment D should be used. Representatives of the City of Post Falls shall be present for the pump testing procedure. At least 48 hour notice shall be provided to City/utilities div. prior to any testing.
 - b. Dedication of the ownership or easement of the force main and pump station to the City free and clear of all liens and encumbrances. The applicant shall guarantee the constructed system for a period of one year from the date of written acceptance. Any repairs, replacement or system failures will be corrected by the applicant at his expense.
 - c. A bond or other suitable guarantee to cover all maintenance, power, pump replacement and repair costs for one (1) year following written acceptance by the City. Except systems where the initial flow is less than 25% of the design flow, an extended 2-year warranty on the pumps must be provided by the pump supplier. In addition a suitable guarantee shall be provided which states that if odor problems occur at the lift station within the guarantee period, the applicant shall have an odor control system installed at his expense. The odor control system must be approved by the City prior to installation.
 - d. Five (5) paper sets and one (1) electrical (PDF) of as-built drawings with electrical, wiring diagrams, and pump data and approval by the City. (All wires must be tagged on both ends and conduits labeled.)
 - e. A laminated flow diagram of site piping at the control cabinet.
 - f. A laminated set of electrical drawings affixed to the inside door of the electrical cabinet.
 - g. Approval by the Idaho Department of Environmental Quality (DEQ).
 - h. All fees and all City administration, inspection and other costs have been

paid in full.

1. Five (5) paper copies and one (1) electronic (PDF) of the Operation and Maintenance Manual with pump repair data, electrical schematics, operation manuals for all components, pump test results, photographs of varying stages of construction, and all other pertinent information. The electronic copy shall be book marked with at least the sections identified herein.

- J. Designate areas that require check valves in the service line per Idaho Plumbing code.

- K. Provide spare parts for the lift station as applicable. If the cost of spare parts exceed 75% of the cost of a pump, a spare pump shall be provided in lieu of spare parts.

Final Acceptance
Section C.1.k spare
parts are not required

Bearings (1 set)
Mechanical Seal (1 set) may not be ceramic
Pump seats (4x) if pitless adaptor is used
Shaft Sleeve (1x)
Fuses (1 spare for each fuse provided)
Bulbs (1 spare for each bulb provided)
wear rings (1 per pump)
Impeller (1x)

Note: Any or all of these policies and procedures may change without notice, and the City may grant variances from the individual policies on a case-by-case basis. Approval of Plans by the City is independent of any other agency approval, and it is the responsibility of the Owner to secure approvals and permits from all other regulatory agencies.



Idaho's River City

LIFT STATION INSPECTION CHECKLIST

Inspectors: _____ Date: _____

Name of Lift Station: _____

Location: _____

Address: _____

Assigned Lift Station Number: _____

PUMPS

AMP reading recorded at startup: #1 _____ #2 _____ #3 _____

Comments: _____

Motor Data: HP _____ RPM _____ Phase _____ Cycle _____ Volt _____

Comments: _____

Pump Design in gallons per minute: #1 _____ #2 _____ #3 _____

#1, #2 and #3 _____ TDH _____

Comments: _____

Pump performance during startup in gallons per minute: #1 _____ #2 _____

#3 _____ #1, #2 and 3 _____ TDH _____

Comments: _____

Hour Meter Readings: #1 _____ #2 _____ #3 _____

Comments: _____

Pump #1 Running Amps: L1 _____ L2 _____ L3 _____

Pump #2 Running Amps: L1 _____ L2 _____ L3 _____

Pump #3 Running Amps: L1 _____ L2 _____ L3 _____

Motor Nameplate Amps: #1 _____ #2 _____ #3 _____

Motor Nameplate SF Amps: #1 _____ #2 _____ #3 _____

Voltage Taken @ Terminal Block: L1 _____ L2 _____ L3 _____

Actual Wet Well Pump down and fill levels:

High Water: _____

Fill Level: _____

Pump Down: _____

Low Level: _____

Comments: _____

	OPERATION OKAY		
	Yes	No	N/A
Unusual Noise #1 Pump or Motor: Comments: _____	_____	_____	_____
Unusual Noise #2 Pump or Motor: Comments: _____	_____	_____	_____
Unusual Noise #3 Pump or Motor: Comments: _____	_____	_____	_____
Sealed Bearings: Comments: _____	_____	_____	_____
Proper Pump Rotation (shaft moves in direction of arrows): Comments: _____	_____	_____	_____
CONTROLS			
Pump Alternator Operation: Comments: _____	_____	_____	_____
Control Panel components:			
Pump Run Lights:	_____	_____	_____
Hour Meters:	_____	_____	_____
H.O.A.:	_____	_____	_____
Limit Switches:	_____	_____	_____
Alarm Light:	_____	_____	_____
Comments: _____			
Alarm Functions:			
Power Fail:	_____	_____	_____
Control Power Failure:	_____	_____	_____
Low-Low Wet Well:	_____	_____	_____
High-High Wet Well:	_____	_____	_____
Pump Overtemperature:	_____	_____	_____
Pump Seal Failure:	_____	_____	_____
Generator Alarm:	_____	_____	_____
Generator Fault:	_____	_____	_____
Comments: _____			
Heater Operation:	_____	_____	_____
Comments: _____			

	OPERATION OKAY		
	Yes	No	N/A
Telemetry Function at Maintenance Shop:			
Power Fail (alarm):	_____	_____	_____
Control Power Failure (alarm):	_____	_____	_____
Pump Running (status): for each pump	_____	_____	_____
Pump H-O-A Switch (status):	_____	_____	_____
Low-Low Wet Well (alarm):	_____	_____	_____
High-High Wet Well (alarm):	_____	_____	_____
Low Wet Well (pump off, float control):	_____	_____	_____
High Wet Well (lead pump on, float control):	_____	_____	_____
High-High Wet Well (lag pump on, float control):	_____	_____	_____
Pump Fail to Run (in auto mode): for each pump	_____	_____	_____
Wet Well Level (for Ultrasonic level transducer):	_____	_____	_____
Pump Overtemperature (alarm): for each pump	_____	_____	_____
Pump Seal Failure (alarm): for each pump	_____	_____	_____
Generator Running:	_____	_____	_____
Generator Alarm:	_____	_____	_____
Generator Fault (alarm):	_____	_____	_____
Comments: _____			

FACILITIES**Locks:**

Wet Well:	_____	_____	_____
Valve Vault:	_____	_____	_____
Electrical:	_____	_____	_____
Fenced Area:	_____	_____	_____
Operation of Entrance Cover: (wet well and valve vault)	_____	_____	_____
Comments: _____			
Operation of Cover Safety Latch: (wet well and valve vault)	_____	_____	_____
Comments: _____			
Disconnect Operation:	_____	_____	_____
Comments: _____			
Auxiliary Generator:			
Plug-in:	_____	_____	_____
Transfer Switch:	_____	_____	_____
12-hour Fuel Storage	_____	_____	_____
Operation:	_____	_____	_____
Comments: _____			

	OPERATION OKAY		
	Yes	No	N/A
Isolation Valve Operation:			
Valve Vault:	_____	_____	_____
Outside:	_____	_____	_____
Comments: _____			
Check Valve Operation:			
Comments: _____			
Odor Control Provisions:			
Comments: _____			
Emergency Bypass:			
Components:	_____	_____	_____
Operation:	_____	_____	_____
Comments: _____			
All nuts and Bolts in Place:			
Wet Well:	_____	_____	_____
Valve Vault:	_____	_____	_____
Comments: _____			
All Mechanical Components Installed:			
Wet Well:	_____	_____	_____
Valve Vault:	_____	_____	_____
Comments: _____			
Wet Well Piping Proper Size:	_____	_____	_____
Yard Light:	_____	_____	_____
Comments: _____			
Air Release Valve on Discharge:	_____	_____	_____
Comments: _____			
PSI Gauge (viewable from surface with hatch open):	_____	_____	_____
Comments: _____			
Flow Meter (Stations with VFD's only):	_____	_____	_____
Comments: _____			
Hose bib and DCVA:	_____	_____	_____
Comments: _____			

	OPERATION OKAY		
	Yes	No	N/A
ELECTRICAL			
Wiring Schematics for Correlation:	_____	_____	_____
Comments: _____			

Electrical Inspection:	_____	_____	_____
Comments: _____			
Control Panel Enclosures with Appropriate UL Labels:	_____	_____	_____
Comments: _____			
State Electrical Inspection Tag:	_____	_____	_____
Comments: _____			
Date: _____			
 GENERAL			
O & M Manuals (5 copies):	_____	_____	_____
Comments: _____			
Warranty:	_____	_____	_____
Comments: _____			
Spare Parts:	_____	_____	_____
Comments: _____			

Debris in Wet Well:	_____	_____	_____
Comments: _____			

Infiltration Points:	_____	_____	_____
Comments: _____			

Cleanliness:	_____	_____	_____
Comments: _____			

General			
Comments: _____			

CERTIFICATIONS

Certification of Installation: The contractor hereby acknowledges that the pump supplied for the referenced project has been installed according to the manufacturer's instructions and recommendations:

Pump Supplier's Representative: _____ Date: _____
With: _____

Certification of Startup: The contractor hereby acknowledges that the pump supplied for the referenced project is capable of operating as specified:

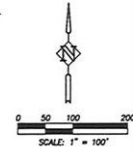
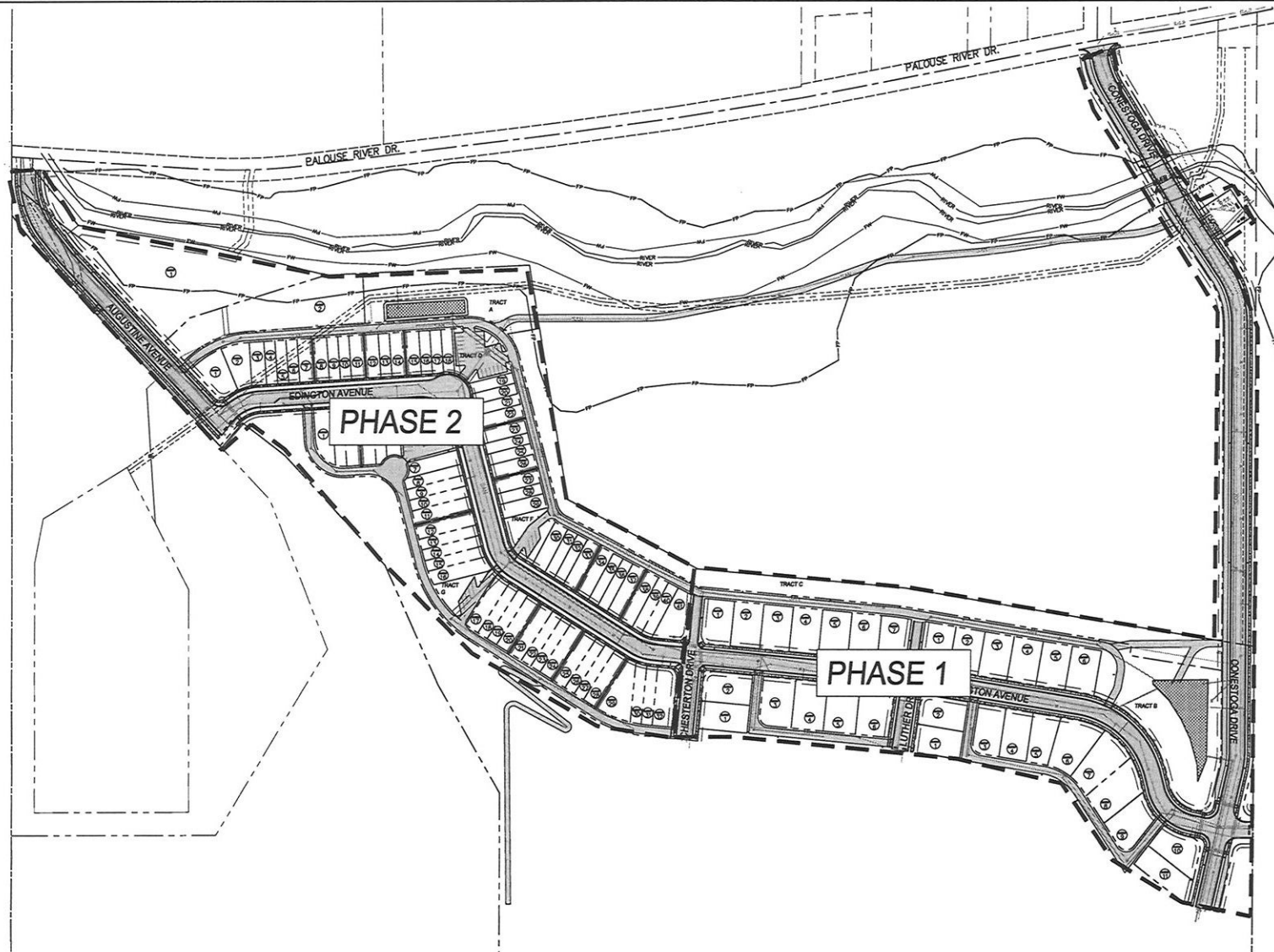
Pump Supplier's Representative: _____ Date: _____
With: _____

Certification of Training: Acknowledgement is hereby made that the Manufacturer's Representative has provided training on the operation and maintenance of the equipment supplied to the referenced project:

Owner / Representative: _____ Date: _____
With: _____

Attachment C

P:\BNC-02 Edington Phase 1\BNC-02 Edington Phase 1\BNC-02 C1.3 PHASING PLAN.dwg



PHASING PLAN
EDINGTON SUBDIVISION PHASE 1- PERMIT SET
MOSCOW, IDAHO

SPATIUM
Engineering, Inc.
405 S. Broadway Drive, Suite C, Moscow, WA 99103
www.SpatiumEng.com 509.339.6187



DESIGNED	SASLITS
DRAWN	ATS
CHECKED	SAS
DATE	AUGUST 1, 2022

REVISIONS	
DATE	DESCRIPTION

SHEET NO.
C1.3
4 of 56
JOB NO.
BBC-02

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Tuesday, June 20, 2023



AGENDA ITEM TITLE

Second Amendment to Memorandum of Agreement Between BBC, LLC and the City of Moscow - Cody Riddle

RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

DESCRIPTION

In May of 2021, with Council approval, the City entered into a Memorandum of Agreement (MOA) with BBC LLC. The agreement includes a commitment from BBC LLC for a number of infrastructure improvements, specifies the City's financial contributions to the work, and originally required improvements be completed by December 31, 2022.

In November of 2022, at the request of BBC LLC, the City granted a 6 month extension to the required improvements deadline. Rich Beebe, representing BBC LLC, has requested a second amendment to extend this deadline by four months. Mr. Beebe's request cites a number of factors that have delayed the project. The challenges and delays are similar to those impacting other projects across the City. There were delays in material procurement, bridge manufacturing and transport, unforeseen soil conditions, and unfavorable weather early and late in the construction season.

The only change proposed to the agreement is the deadline for completion, specified in Section 3.3. All other provisions remain unchanged.

REVIEWED BY

This item was reviewed by the Public Works / Finance Committee on June 12, 2023 and recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the proposed Amendment to the Memorandum of Agreement between BBC LLC and the City of Moscow.

STAFF RECOMMENDATION

Approve the proposed Amendment to the Memorandum of Agreement between BBC LLC and the City of Moscow.

OTHER RESOURCES

FISCAL IMPACT

none

PERSONNEL IMPACT

ATTACHMENTS

1. Second Amended MOA with BBC_final with attachments

**SECOND AMENDMENT TO MEMORANDUM
OF AGREEMENT BETWEEN BBC LLC
AND CITY OF MOSCOW, IDAHO**

THIS SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT BETWEEN BBC LLC AND CITY OF MOSCOW, IDAHO ("Second Amendment") is entered into effective the date of the last signature, by and between City of Moscow, Idaho a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 ("CITY") and BBC LLC, a limited liability company of Idaho, PO Box 8525, 4930 Lenville Road, Moscow, Idaho 83843 ("BBC LLC").

W I T N E S S E T H:

WHEREAS, CITY and BBC LLC originally executed a Memorandum of Agreement on May 25, 2021, See Attachment "A" (hereinafter MOA) for the purpose of outlining the duties and obligations of each Party as to the public improvements on Conestoga Street and the accompanying bridge construction; and

WHEREAS, the MOA stated a final completion date of public improvements by December 31, 2022; and

WHEREAS, BBC LLC submitted a request to CITY on November 3, 2022 to amend the MOA in anticipation that elements beyond BBC LLC's control have created a delay in the bridge completion by December 31, 2022; and

WHEREAS, the MOA provides for modification upon written agreement signed by the Parties (Section 5, #3 and #12); and

WHEREAS, the Parties executed the Amended Memorandum of Agreement Between BBC LLC and City of Moscow, Idaho on December 8, 2022, providing for a completion date of public improvements by July 1, 2023, see Attachment "B" (hereinafter "Amendment"); and

WHEREAS, the Parties intend to modify the MOA again through this Second Amendment to MOA to accommodate the unforeseen delays to complete bridge construction;

NOW, THEREFORE it is agreed, for and in consideration of the mutual covenants and promise between the Parties hereto, as follows:

1. Section 3. #3 of the MOA shall be amended to state that BBC LLC shall be permitted to construct the public improvements described in Section 3 of the MOU, by October 31, 2023.
2. All other terms and conditions of the MOA shall remain in full force and effect.

IN WITNESS WHEREOF, BBC LLC and CITY, by and through their respective officials designated below, have signed this Second Amendment to MOA on the date following their respective signatures.

BBC LLC

CITY OF MOSCOW

Richard C. Beebe, Jr.
Manager

Arthur D. Bettge
Mayor

Date

Date

ATTEST

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2023, before me, a Notary Public in and for said State, appeared Richard C. Beebe, Jr., known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative of BBC LLC.

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

615349
 NO. _____
 AT THE REQUEST OF
CITY OF MOSCOW
 DATE & HOUR
5.26.2021 10:30
 HENRIANNE K. WESTREING
 LATAH COUNTY RECORDER
 FEE \$ 0 BY [Signature]

**MEMORANDUM OF AGREEMENT BETWEEN
 BBC LLC AND CITY OF MOSCOW, IDAHO**

THIS MEMORANDUM OF AGREEMENT BETWEEN BBC LLC AND CITY OF MOSCOW, IDAHO ("MOA") is entered into effective the date of the last signature, by and between City of Moscow, Idaho a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 ("CITY") and BBC LLC, a limited liability company of Idaho, PO Box 8525, 4930 Lenville Road, Moscow, Idaho 83843 ("BBC LLC").

WITNESSETH

WHEREAS, CITY's Hamilton Dream Team identified the need for additional athletic playfields in the community and in 2002, the City purchased a 44-acre property specifically for the development of playfields, known as the West Palouse River Drive Ball Fields Project; and

WHEREAS, in 2011, the cost to develop the playfields project and the infrastructure surrounding the playfields was estimated to be over \$7.5 million, which included extending Conestoga Street, widening West Palouse River Drive, adding an irrigation system utilizing effluent from CITY's Water Reclamation and Reuse Facility, and the cost to develop the playfields, the City Council determined that the project was cost prohibitive at that time; and

WHEREAS, in 2016 the Moscow School District Community Playfields (located at Joseph Street and Mountain view Road) were opened as a joint project of the CITY and Moscow School District; and

WHEREAS, CITY retained the Palouse River Drive property for future playfield development; and

WHEREAS, CITY received a request from BBC LLC requesting financial participation with a proposed extension of Conestoga Street and the accompanying bridge construction, which would provide public access to CITY's 44-acre West Palouse River Drive property as well as to property owned by BBC LLC; and

WHEREAS, CITY has identified a major challenge area in its strategic plan to address a shortage of affordable housing opportunities within city limits and wishes to encourage BBC LLC to provide housing that would help address the current housing shortage and need for affordable housing; and

WHEREAS, City Council has previously recognized its obligation to extend Conestoga Street through its 44-acre West Palouse River Drive Ball Fields property, and the roadway extension and the resulting access and utility extension to the City's property is a fundamental element needed for the future development of the playfield facilities.

NOW THEREFORE, for and in consideration of the mutual covenants and representations set forth in this MOA, CITY and BBC LLC agree as follows:

SECTION 1: COOPERATION

BBC LLC enters into this Agreement of BBC LLC's own free will and accord, without coercion, without inducement, and at BBC LLC's request. CITY has not made any promises to BBC LLC other than the terms as detailed in this MOA. CITY and BBC LLC are jointly committed to the public improvements identified herein.

SECTION 2: CITY RESPONSIBILITIES

1. CITY agrees to contribute toward the construction of the extension of Conestoga Street to extend from Palouse River Drive to the southern property boundary of the City's playfield property, see Attachment 'A', as follows:
 - a. CITY shall reimburse no more than fifty percent (50%) of the actual cost of construction of the Conestoga Street extension improvements, which shall not exceed a total amount of One Million Seventy-Eight Thousand Two Hundred and Ten Dollars (\$1,078,210) unless otherwise approved by CITY in writing.
 - b. Subject to the amounts and limitations contained in paragraph a. of this section, CITY's contribution will only be utilized to reimburse BBC LLC for the following:
 - bridge construction
 - roadway construction
 - curbing
 - sidewalk on the east side
 - 10' wide asphalt pedestrian pathway on the west side
 - water mains
 - water hydrants
 - sewer mains
 - sewer manholes
 - stormwater catch basins
 - stormwater mains
2. CITY's contribution for the Conestoga Street extension improvements shall not be disbursed until completion of the Conestoga Street extension, bridge, and improvements to West Palouse River Drive and acceptance of said improvements by CITY.

SECTION 3: BBC LLC RESPONSIBILITIES

1. BBC LLC agrees to construct, at BBC LLC's expense, the frontage improvements to the south side of West Palouse River Drive to include installation of curbing, sidewalk and roadway widening to improve West Palouse River Drive to thirty-four (34) feet in width from the intersection with Conestoga Street and continuously extending to US 95/South Main Street.
2. BBC LLC agrees to furnish to CITY, at BBC LLC's expense, engineering design plans (for the public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction.
3. BBC LLC agrees that BBC LLC shall construct the public improvements described in Section 3 of this Agreement, by December 31, 2022.

4. All public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such public improvements (i.e., warranty period).
5. BBC LLC shall be responsible, at its sole expense, for correcting any and all deficiencies which occur within the one (1) year warranty period.

SECTION 4: TERM

This MOA shall take effect when both parties have signed it and shall remain in full force and effect in accordance with all of its terms and conditions as stated herein.

SECTION 5: GENERAL PROVISIONS

1. Indemnification. BBC LLC agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgements for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by BBC LLC, BBC LLC's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree..
2. Insurance. BBC LLC shall not commence work until proof of insurance is provided that is sufficient for the work to be completed under this Agreement. Each policy and/or certificate of insurance shall list CITY as an additional insured and shall have a provision on the policy that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to CITY and not less than fifteen (15) days prior to such action.
3. Entire Agreement, Modification and Assignability. This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. BBC LLC may not subcontract or assign its rights or duties arising hereunder, other than as provided herein, without the prior written consent and express authorization of CITY.
4. No Joint Venture and No Joint Powers Agreement. Nothing contained in this MOA shall be in any way construed as creating, expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship or in any manner have agreed to or

are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this MOA.

5. No Employer-Employee or Agency Relationship. The Parties warrant by their signatures that no employer-employee or agency relationship is established between BBC LLC and CITY by the terms of this Agreement.
6. Interpretation. This MOA shall be deemed and construed to have been prepared mutually by each Party and any uncertainty or ambiguity existing therein shall not be construed against any Party.
7. Compliance with Laws. BBC LLC shall observe and comply with all Federal, State, and Local laws, codes, ordinances, and regulations, including all licensing and permit requirements which, in any manner, apply to the work being performed under this agreement. No pleas of misunderstanding or ignorance on the part of the BBC LLC will in any way serve to modify the provisions of this requirement.
8. Jurisdiction and Venue. This MOA shall be construed under and governed by the laws of the State of Idaho. In event of litigation concerning this MOU, venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
9. Non-Appropriations. This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.
10. Notice. All communication or notification to be given pursuant to this MOA shall be given to the following:

Notice to BBC LLC: Richard C. Beebe, Jr., Manager PO Box 8525 4930 Lenville Road Moscow, ID 83843	Notice to CITY: Moscow City Supervisor PO Box 9203 206 East Third Street Moscow, ID 83843-1703
---	--
11. Complete Agreement. This MOA constitutes the entire expression of intent and agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.
12. Amendments. The terms of this MOA may be amended by mutual agreement of the Parties. The Party seeking an amendment shall submit a written request for amendment to the other Party. The request shall clearly describe the proposed change and why the change is necessary. The responding Party shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within sixty (60) days from receipt of the request. The responding Party may approve, deny, or suggest modifications to the

amendment. Any amendment shall be in writing, shall refer specifically to this MOA, and shall be executed by both Parties.

IN WITNESS WHEREOF, BBC LLC and CITY, by and through their respective officials designated below, have signed this MOA on the date following their respective signatures.

BBC LLC**CITY OF MOSCOW**


Richard C. Beebe, Jr.
Manager

5/24/21
Date



Bill Lambert
Mayor

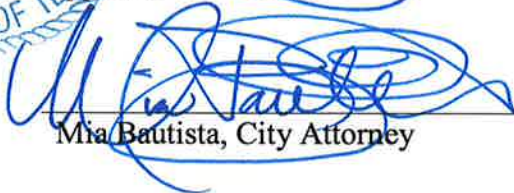
05/25/2021
Date

ATTEST:




Laurie M. Hopkins, City Clerk

Approved as to Form:

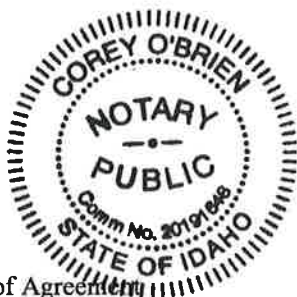


Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this 24th day of May, 2021, before me, a Notary Public in and for said State, appeared Richard C. Beebe, Jr., known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative of BBC LLC.




Notary Public for the State of Idaho

Residing at Moscow

My commission expires 8/15/2025

615349

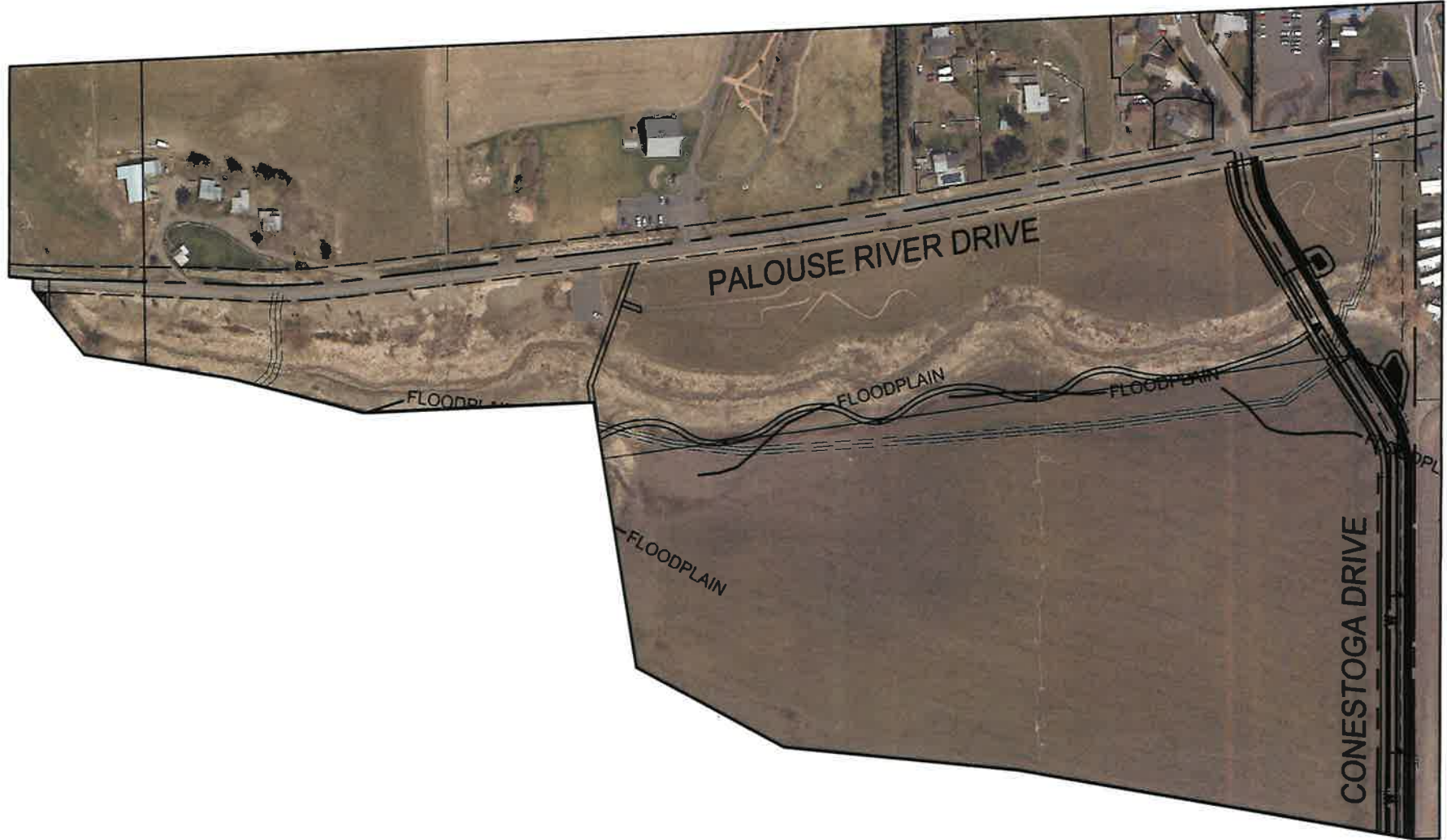
Attachment A

615349

Attachment 'A'



0 150 300
SCALE: 1"=300'



NOT FOR CONSTRUCTION

SHEET NO.				DESIGNED:	SAS
				DRAWN:	SAS
				CHECKED:	SAS
				DATE:	MAY 18, 2021
JOB NO. BBC-02	DATE	NO.	DESCRIPTION	R E V I S I O N S	

SYNTIER
Engineering, Inc.
405 SE Bishop Blvd, Suite 2 Pullman, WA 99163
www.SyntierInc.com 509.339.6187

BALL FIELD IMPROVEMENTS
EDINGTON SUBDIVISION
MOSCOW, IDAHO

Attachment "B"

**AMENDED MEMORANDUM OF AGREEMENT BETWEEN
BBC LLC AND CITY OF MOSCOW, IDAHO**

THIS AMENDED MEMORANDUM OF AGREEMENT BETWEEN BBC LLC AND CITY OF MOSCOW, IDAHO ("Amended MOA") is entered into effective the date of the last signature, by and between City of Moscow, Idaho a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 ("CITY") and BBC LLC, a limited liability company of Idaho, PO Box 8525, 4930 Lenville Road, Moscow, Idaho 83843 ("BBC LLC").

WITNESSETH:

WHEREAS, CITY and BBC LLC originally executed a Memorandum of Agreement on May 25, 2021, See Attachment "A" (hereinafter MOA) for the purpose of outlining the duties and obligations of each Party as to the public improvements on Conestoga Street and the accompanying bridge construction; and

WHEREAS, the MOA stated a final completion date of public improvements by December 31, 2022; and

WHEREAS, BBC LLC submitted a request to CITY on November 3, 2022 to amend the MOA in anticipation that elements beyond BBC LLC's control have created a delay in the bridge completion by December 31, 2022; and

WHEREAS, the MOA provides for modification upon written agreement signed by the Parties (Section 5, #3 and #12); and

WHEREAS, the Parties intend to modify the MOA through this Amended MOA to accommodate the unforeseen delays to complete bridge construction;

NOW, THEREFORE it is agreed, for and in consideration of the mutual covenants and promise between the Parties hereto, as follows:

Section 3. #3 of the MOA shall be amended so that BBC LLC shall be permitted to construct the public improvements described in Section 3 of the MOU, by July 1, 2023.

All other terms and conditions of the MOA shall remain in full force and effect.

IN WITNESS WHEREOF, BBC LLC and CITY, by and through their respective officials designated below, have signed this Amended MOA on the date following their respective signatures.

BBC LLC



Richard C. Beebe, Jr.
Manager

12/6/22
Date

CITY OF MOSCOW

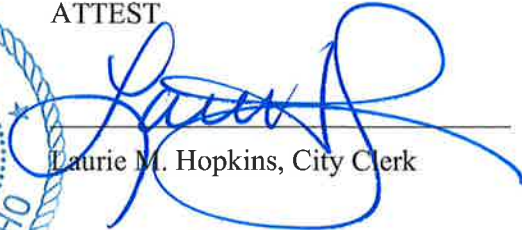


Arthur D. Bettge
Mayor

12/8/22
Date

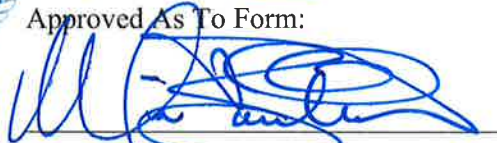


ATTEST



Laurie M. Hopkins, City Clerk

Approved As To Form:

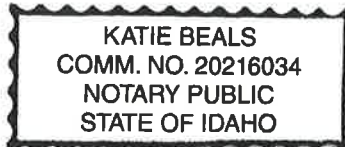


Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this 6th day of December, 2022, before me, a Notary Public in and for said State, appeared Richard C. Beebe, Jr., known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative of BBC LLC.



Notary Public for the State of Idaho

Residing at Latah

My commission expires 12/17/2027

615349
NO. _____
AT THE REQUEST OF
CITY OF MOSCOW
DATE & HOUR
5-26-2021 10:30
HAMILTON
LATAH COUNTY REC. CLERK
FEE \$ 0 BY [Signature]

**MEMORANDUM OF AGREEMENT BETWEEN
BBC LLC AND CITY OF MOSCOW, IDAHO**

THIS MEMORANDUM OF AGREEMENT BETWEEN BBC LLC AND CITY OF MOSCOW, IDAHO ("MOA") is entered into effective the date of the last signature, by and between City of Moscow, Idaho a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 ("CITY") and BBC LLC, a limited liability company of Idaho, PO Box 8525, 4930 Lenville Road, Moscow, Idaho 83843 ("BBC LLC").

WITNESSETH

WHEREAS, CITY's Hamilton Dream Team identified the need for additional athletic playfields in the community and in 2002, the City purchased a 44-acre property specifically for the development of playfields, known as the West Palouse River Drive Ball Fields Project; and

WHEREAS, in 2011, the cost to develop the playfields project and the infrastructure surrounding the playfields was estimated to be over \$7.5 million, which included extending Conestoga Street, widening West Palouse River Drive, adding an irrigation system utilizing effluent from CITY's Water Reclamation and Reuse Facility, and the cost to develop the playfields, the City Council determined that the project was cost prohibitive at that time; and

WHEREAS, in 2016 the Moscow School District Community Playfields (located at Joseph Street and Mountain view Road) were opened as a joint project of the CITY and Moscow School District; and

WHEREAS, CITY retained the Palouse River Drive property for future playfield development; and

WHEREAS, CITY received a request from BBC LLC requesting financial participation with a proposed extension of Conestoga Street and the accompanying bridge construction, which would provide public access to CITY's 44-acre West Palouse River Drive property as well as to property owned by BBC LLC; and

WHEREAS, CITY has identified a major challenge area in its strategic plan to address a shortage of affordable housing opportunities within city limits and wishes to encourage BBC LLC to provide housing that would help address the current housing shortage and need for affordable housing; and

WHEREAS, City Council has previously recognized its obligation to extend Conestoga Street through its 44-acre West Palouse River Drive Ball Fields property, and the roadway extension and the resulting access and utility extension to the City's property is a fundamental element needed for the future development of the playfield facilities.

NOW THEREFORE, for and in consideration of the mutual covenants and representations set forth in this MOA, CITY and BBC LLC agree as follows:

SECTION 1: COOPERATION

BBC LLC enters into this Agreement of BBC LLC's own free will and accord, without coercion, without inducement, and at BBC LLC's request. CITY has not made any promises to BBC LLC other than the terms as detailed in this MOA. CITY and BBC LLC are jointly committed to the public improvements identified herein.

SECTION 2: CITY RESPONSIBILITIES

1. CITY agrees to contribute toward the construction of the extension of Conestoga Street to extend from Palouse River Drive to the southern property boundary of the City's playfield property, see Attachment 'A', as follows:
 - a. CITY shall reimburse no more than fifty percent (50%) of the actual cost of construction of the Conestoga Street extension improvements, which shall not exceed a total amount of One Million Seventy-Eight Thousand Two Hundred and Ten Dollars (\$1,078,210) unless otherwise approved by CITY in writing.
 - b. Subject to the amounts and limitations contained in paragraph a. of this section, CITY's contribution will only be utilized to reimburse BBC LLC for the following:
 - bridge construction
 - roadway construction
 - curbing
 - sidewalk on the east side
 - 10' wide asphalt pedestrian pathway on the west side
 - water mains
 - water hydrants
 - sewer mains
 - sewer manholes
 - stormwater catch basins
 - stormwater mains
2. CITY's contribution for the Conestoga Street extension improvements shall not be disbursed until completion of the Conestoga Street extension, bridge, and improvements to West Palouse River Drive and acceptance of said improvements by CITY.

SECTION 3: BBC LLC RESPONSIBILITIES

1. BBC LLC agrees to construct, at BBC LLC's expense, the frontage improvements to the south side of West Palouse River Drive to include installation of curbing, sidewalk and roadway widening to improve West Palouse River Drive to thirty-four (34) feet in width from the intersection with Conestoga Street and continuously extending to US 95/South Main Street.
2. BBC LLC agrees to furnish to CITY, at BBC LLC's expense, engineering design plans (for the public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction.
3. BBC LLC agrees that BBC LLC shall construct the public improvements described in Section 3 of this Agreement, by December 31, 2022.

4. All public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such public improvements (i.e., warranty period).
5. BBC LLC shall be responsible, at its sole expense, for correcting any and all deficiencies which occur within the one (1) year warranty period.

SECTION 4: TERM

This MOA shall take effect when both parties have signed it and shall remain in full force and effect in accordance with all of its terms and conditions as stated herein.

SECTION 5: GENERAL PROVISIONS

1. Indemnification. BBC LLC agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgements for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by BBC LLC, BBC LLC's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree..
2. Insurance. BBC LLC shall not commence work until proof of insurance is provided that is sufficient for the work to be completed under this Agreement. Each policy and/or certificate of insurance shall list CITY as an additional insured and shall have a provision on the policy that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to CITY and not less than fifteen (15) days prior to such action.
3. Entire Agreement, Modification and Assignability. This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. BBC LLC may not subcontract or assign its rights or duties arising hereunder, other than as provided herein, without the prior written consent and express authorization of CITY.
4. No Joint Venture and No Joint Powers Agreement. Nothing contained in this MOA shall be in any way construed as creating, expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship or in any manner have agreed to or

are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this MOA.

5. No Employer-Employee or Agency Relationship. The Parties warrant by their signatures that no employer-employee or agency relationship is established between BBC LLC and CITY by the terms of this Agreement.
6. Interpretation. This MOA shall be deemed and construed to have been prepared mutually by each Party and any uncertainty or ambiguity existing therein shall not be construed against any Party.
7. Compliance with Laws. BBC LLC shall observe and comply with all Federal, State, and Local laws, codes, ordinances, and regulations, including all licensing and permit requirements which, in any manner, apply to the work being performed under this agreement. No pleas of misunderstanding or ignorance on the part of the BBC LLC will in any way serve to modify the provisions of this requirement.
8. Jurisdiction and Venue. This MOA shall be construed under and governed by the laws of the State of Idaho. In event of litigation concerning this MOU, venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
9. Non-Appropriations. This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.
10. Notice. All communication or notification to be given pursuant to this MOA shall be given to the following:

Notice to BBC LLC: Richard C. Beebe, Jr., Manager PO Box 8525 4930 Lenville Road Moscow, ID 83843	Notice to CITY: Moscow City Supervisor PO Box 9203 206 East Third Street Moscow, ID 83843-1703
---	--
11. Complete Agreement. This MOA constitutes the entire expression of intent and agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.
12. Amendments. The terms of this MOA may be amended by mutual agreement of the Parties. The Party seeking an amendment shall submit a written request for amendment to the other Party. The request shall clearly describe the proposed change and why the change is necessary. The responding Party shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within sixty (60) days from receipt of the request. The responding Party may approve, deny, or suggest modifications to the

amendment. Any amendment shall be in writing, shall refer specifically to this MOA, and shall be executed by both Parties.

IN WITNESS WHEREOF, BBC LLC and CITY, by and through their respective officials designated below, have signed this MOA on the date following their respective signatures.

BBC LLC**CITY OF MOSCOW**


 Richard C. Beebe, Jr.
 Manager

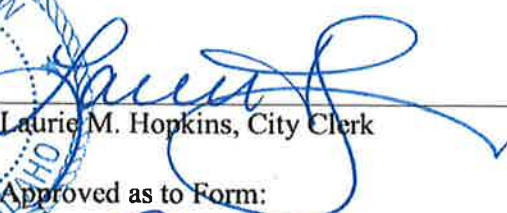

 Bill Lambert
 Mayor

5/24/21
 Date

05/25/2021
 Date



ATTEST:


 Laurie M. Hopkins, City Clerk

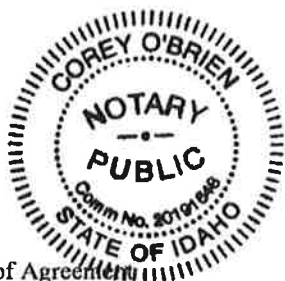
Approved as to Form:


 Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
 COUNTY OF LATAH)

On this 24th day of May, 2021, before me, a Notary Public in and for said State, appeared Richard C. Beebe, Jr., known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative of BBC LLC.



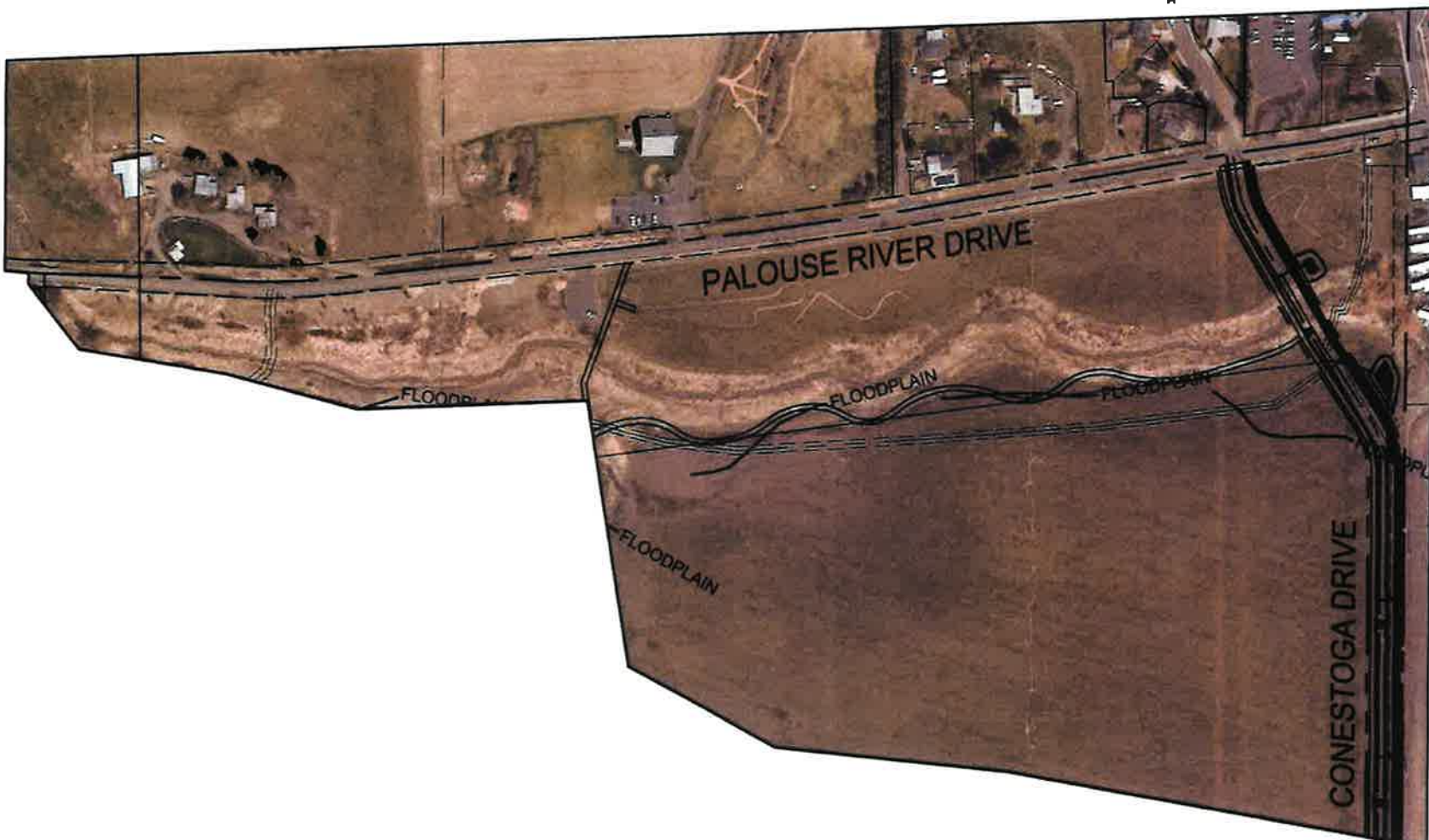
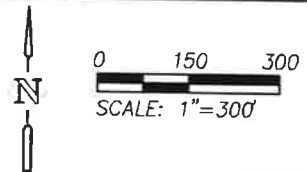

 Notary Public for the State of Idaho
 Residing at Moscow
 My commission expires 8/15/2025

615349

Attachment A

615349

Attachment 'A'



NOT FOR CONSTRUCTION

BALL FIELD IMPROVEMENTS
EDINGTON SUBDIVISION
MOSCOW, IDAHO

SHEET NO				DESIGNED	SAS
				DRAWN	SAS
				CHECKED	SAS
				DATE	MAY 18, 2021
JOB NO	BBC-02	DATE	NO	DESCRIPTION	
R E V I S I O N S					

SYNTIER
Engineering, Inc.
405 SE Bishen Blvd, Suite 2, Pullman, WA 99163
www.SyntierEng.com 509.339.6187