

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
August 14, 2023**

4:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to today's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Committee meetings are televised, videotaped and/or recorded. Links to view the Committee meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

REGULAR AGENDA

1. Approval of Public Works/Finance Committee July 10, 2023 Minutes (ACTION ITEM) - Taylor Riedner

2. Disbursement Report July 2023 (ACTION ITEM) - Sarah Banks

Presentation of the Accounts Payable Report for the month ending July 2023.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of July 2023.

3. PUBLIC MEETING: Proposed Lot Division of a 10-Acre Parcel Located Directly North of the Current Terminus of Warbonnet Drive. (ACTION ITEM) – Aimee Hennrich

The applicant, Warbonnet LLC, is requesting a lot division to create four lots of approximately 3.24 acres, 1.70 acres, 1.70 acres, and 1.39 acres in size from an existing 10-acre parcel located directly north of the current terminus of Warbonnet Drive. The proposal includes parkland dedication of 20,060 square feet as well as the right of way dedication required to extend Warbonnet Drive to the northern property boundary. The subject property is located in the Multiple Family Residential (R-4) Zoning District. Within the R-4 Zoning District lots are required to be a minimum of 5,000 square feet in size and have a minimum lot width of 50 feet. All proposed lots meet the minimum lot area and width requirements of the R-4 Zone. In addition, lot division proposals within the R-4 Zone require 9% of the net developable land to be dedicated to parkland. On June 29, 2023, the Parks and Recreation Commission reviewed and recommended approval of the parkland dedication proposed as a part of this application. 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.

PROPOSED ACTIONS: Recommend approval of the lot division request with no conditions; or recommend approval of the lot division request with conditions; or recommend denial of the lot division; or provide staff with further direction.

4. City of Elk River Solid Waste Disposal Agreement (ACTION ITEM) - Tim Davis

The City of Elk River approached the City of Moscow in 2022 regarding disposal of their waste through the Moscow Solid Waste Facility. The City of Elk River waste is collected then deposited at a centrally located compactor. The compactor is hauled on a roll-off truck, dumped and then returned. The City of Elk River produces approximately 150 tons of waste annually. Clearwater County has a disposal

agreement with Asotin County. Due to Elk River's location and proximity to the Moscow Solid Waste Facility, Clearwater County's failing roll-off truck, and Elk River's dissatisfaction with the services that they were receiving, The Moscow City Council elected to execute a disposal agreement with the City of Elk River in August of 2022 that expires September 30, 2023. The City of Elk River wishes to have the City of Moscow continue to provide these processing and disposal services. If the Moscow City Council agrees to execute this new disposal agreement, the term of the agreement will be in sequence with other disposal agreements recently executed with Latah County and other cities.

PROPOSED ACTIONS: Approve the Disposal Contract between the City of Elk River and the City of Moscow, Idaho as presented; or provide staff further direction.

5. Strategic Initiatives Grant Program (ACTION ITEM) - Alisa Anderson / Scott Bontrager

The Strategic Initiatives Grant Program is funded with one-time State of Idaho General Funds recommended by the Governor and approved by the Legislature intended to facilitate local transportation projects. All projects are required to be on public highways and streets and will be selected based on a competitive application from criteria developed by the Idaho Transportation Department. The City of Moscow falls under Category 2 which is rural or small urban areas with a population less than 50,000. Projects in this category are limited to \$2 million and do not require matching funds. City staff are proposing to apply for funding to install approximately 25,000 square yards of Asphalt Chip Seal and 100,000 square yards of Asphalt Slurry Seal in addition to three surface restoration (grind and inlay) projects. The restoration projects have been identified in the City's Roadway Condition Assessment Program and included in the Street Department's Capital Improvement Plan as a priority in upcoming budget years 2025-2028. These projects are located on Taylor Avenue, White Avenue, and "D" Street.

PROPOSED ACTIONS: Recommend approval to apply for the Strategic Initiatives Grant Program in an amount not to exceed \$2,000,000, or provide staff further direction.

ADJOURN

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

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
July 10, 2023**

4:00 PM

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

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

PRESENT: Sandra Kelly, Julia Parker, Drew Davis

OTHERS: Mayor Art Bettge, Councilmember Hailey Lewis

STAFF: Bill Belknap, Tyler Palmer, Cody Riddle, Mia Bautista, Tim Davis, Brian Nickerson, Kyle Steele, Taylor Riedner

REGULAR AGENDA

1. Approval of Public Works/Finance Committee June 12, 2023 Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Disbursement Report June 2023 (ACTION ITEM) - Sarah Banks

Presentation of the Accounts Payable Report for the month ending June 2023.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of June 2023.

Belknap introduced the item by highlighting major expenditures including Booster Station Phase 2, 6th St Bridge payment, Lilly Street Reconstruction Project, and the Almon and Asbury sewer replacement project. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

3. Third Quarter Financial Report April 1, 2023 to June 30, 2023 for FY2023 (ACTION ITEM) - Sarah Banks

Presentation of the financial report for the third quarter of Fiscal Year 2023 (April 1, 2023 to June 30, 2023).

PROPOSED ACTIONS: Approve the FY2023 Third Quarter Report, or provide staff further direction.

Belknap introduced the item and shared that most expenditures should be near 75% with the exception of one-time transfers done at the beginning of the year and beginning fund balances. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

4. Lewis Clark State College and City of Moscow Facilities Agreement (ACTION ITEM) - Brian Nickerson

Lewis Clark State College (LCSC) has approached the City of Moscow to request occasional use of the Moscow Fire Department's training facilities, equipment, and tools to conduct its Firefighter Training Program. The attached Memorandum of Understanding enumerates the benefits of entering into such an agreement with LCSC, the City's general responsibilities upon approval, LCSC's general responsibilities upon approval, terms, compensation, termination of the agreement and general

provisions. This MOU was approved on March 20, 2023, but Staff identified an omission in the agreement in Section 5.A to limit indemnification to the extent permitted by law between two governmental entities. The MOU has been updated to include that language and is before the Council for approval.

PROPOSED ACTIONS: Recommend approval of the agreement for use of facilities with Lewis Clark State College; or provide staff further direction.

Nickerson introduced the item and reflected on the previous approval made by Council in March of 2023. The only change made to the MOU is mentioned above. Needing no further discussion, the Committee recommended approval and that it be placed on the Council regular agenda.

5. Multi-family Proposed Recycling Options (ACTION ITEM) - Tim Davis

As a result of the 2021 Sanitation Rate Study and following City Council directives, staff convened a Multi-family Recycling Work Group in August of 2022. The purpose of the work group was to analyze the current delivery of recycling services to multi-family customers, explore opportunities for expanded access to the service and to make recommendations for programmatic changes. The most common issue and concern regarding multi-family curbside recycling at many locations in Moscow was reasonably being able to provide adequate services. A three-tiered approach was developed to address multi-family recycling service delivery and is being proposed for City Council consideration.

PROPOSED ACTIONS: Approve the three-tiered option for multi-family recycling services; or provide staff further direction.

Palmer introduced the item as written above and reflected on the previously conducted rate study. Some concerns were identified regarding the current delivery of recycling services to multi-family customers. When the program was initially put in place, 95-gallon containers were initially issued. After the program was reviewed, additional tiered options have been provided to the residents.

The first tier option would include standard curbside single-stream collection and would stand as the default option. The second tier option would consist of the base plus cardboard only dumpsters. The third tier option would be the base rate which would be mandatory for all accounts. A test cardboard collection was also run with a successful outcome.

Discussion ensued regarding concerns of high and low peaks with students moving in and out and the application process. With no recommendation, the Committee placed it on the regular Council agenda.

6. Agreement for Professional Services for the Comprehensive Water and Sewer System Plans Project (ACTION ITEM) - Tyler Palmer/Mike Parker

As part of the management of the City of Moscow's public water and sewer utilities, it is necessary to perform a periodic review of the existing Public Drinking Water and Sewer Conveyance Systems and to conduct an assessment of the system's needs to resolve existing issues and meet long term growth, rehabilitation, and capacity demands. The State of Idaho Department of Environmental Quality (IDEQ) requires Public Drinking Water and Sewer Systems to prepare and update their "System Facilities Plan" periodically. The professional services agreement to update the City's Comprehensive Water and Sewer Conveyance System Plans, before you today, meets the requirements of the IDEQ by providing a review of the existing systems, identification of system inadequacies, and detailing system improvements to resolve deficiencies and meet future growth needs. The updated Plan, once finalized, will serve as the management and business plan for the water and sewer utilities covering policies, operations, water quality and supply, water rights, and system improvements. It provides a detailed utilities work plan for the next decade, identifies long-term needs and opportunities, and outlines strategies for utility management for the next 50 years. Public Works and Services prepared a draft scope of work and a Request for Qualifications (RFQ) which was advertised. Three Statements of Qualification (SOQ) were received and reviewed. After thorough review, the selection committee

chose HDR Engineering, Inc. to manage the project. This was reviewed by the Public Works and Finance Committee at their meeting on July 10, 2023 and was recommended for approval.

PROPOSED ACTIONS: Recommend approval of the agreement for professional services with HDR Engineering, Inc., or provide staff further direction.

Palmer introduced the item as written above and reviewed the current agreement. The treatment facility recently had an updated comprehensive plan and is not included in this proposal. This document acts as a guide for future development nearly 30 years in advance and the City's utility system. The Public Drinking Water System includes 98 miles of water main, 1,007 fire hydrants, 3,025 water valves, 6 wells, and 6 booster stations. The Public Sewer Conveyance System includes 87 miles of sanitary sewer mains, 2,059 man holes, and 4 lift stations. Future state funding requests also require updated comprehensive plans in order to qualify. The Committee recommended approval and that it be placed on the Council consent agenda.

7. Proposed Amendment to Title 2, Chapter 2 Regarding Council Members serving as Mayor and Committee Meetings (ACTION ITEM) - Bill Belknap

Under City Code, the Council President and Vice President may serve as Mayor in the Mayor's absence and have all of the duties of the Mayor while serving in the Mayor's stead. It has been unclear if Council members serving as the Mayor are allowed to vote on motions. Staff is proposing to amend the City Code to clarify that Council members serving as the Mayor still count toward a quorum of the Council and may still exercise their right to vote as a council member. Additionally, under City Code, the Council Administrative and Public Works/Finance Committees are each constituted by one-half of the Council whose members are appointed at the first Council meeting of the year. The Code also describes what topics are generally to be considered by each Committee. Recently, the Council has somewhat regularly canceled certain meetings of the Administrative and Public Works/Finance Committee when there is a lack of agenda items and Committee members commonly request members of the other Committee to attend in their stead when unable to attend. Staff believes it would be appropriate to amend City Code to provide guidance that both Committees may consider all topics when one of the Committee meetings is canceled and to recognize that a Committee member may request a member from the other Committee to attend in their stead. Staff has prepared a draft ordinance to address these two items for the Council's consideration.

PROPOSED ACTIONS: Recommend approval of the proposed Ordinance; or provide staff further direction.

Belknap introduced the item as written above and reviewed the additions to the City Code that provide clarification to Council practice and order. Discussion ensued regarding streamline options and efficiency between committee and council meetings. Needing no further discussion, the Committee recommended approval and that it be placed on the Council regular agenda.

ADJOURN

The meeting adjourned at 4:38 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 14, 2023



AGENDA ITEM TITLE

Disbursement Report July 2023 (ACTION ITEM) - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending July 31, 2023. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of \$3,980,332.87.

Payroll	\$1,359,085.00
Professional Services	\$152,095.00
Sanitation	\$319,649.00
Capital Outlay	\$93,611.00
Capital Outlay-Vehicles	\$64,013.00
Capital Outlay-Improvements	\$1,585,519.00
Capital Outlay-Buildings	\$20,932.00
Supplies	\$63,464.00
Utilities	\$77,256.00
Contractual Payments	\$66,673.00
ACH Wells Fargo	\$44,857.00
Minor Equipment	\$7,470.00
Total	\$3,854,624.00

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of July 2023.

STAFF RECOMMENDATION

Approve the disbursement report and use of digital signatures to sign the Disbursements Report for the month of July 2023.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

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

DISBURSEMENTS REPORT FOR JULY 2023											
DATE BATCH # CHECK #'s	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTA PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		7/6/2023	7/13/2023	7/20/2023	7/27/2023	7/17/2023 7/31/2023 7/14.2023 AP 7.28.2023	7/13/2023 AP 7.14.2023	7/14/2023 7/31/2023 AP 7.14.2023 AP 7.31.2023	7/14/2023 PR 76	7/28/2023 PR 77	
		105881-105951	105952-106031	106032-106102	106103-106176	July's CC ACH's	July's ACH's	105908 106101,106111	21580	21581	
Fund #											
101	GENERAL	8,982.23	25,030.76	4,135.04	14,639.76	14,147.51			346,697.34	361,404.35	775,036.99
105	STREETS	33,558.71	1,793.27	10,322.32	5,265.92				30,835.54	31,176.28	112,952.04
120	RECREATION AND CULTURE	31,930.52	25,234.97	12,271.31	18,309.89	10,973.43			127,432.42	133,882.22	359,860.57
121	MSD COMM. PLAY FIELDS		466.39		725.30			(174.19)	4,421.95	3,689.37	9,303.01
123	1912 CENTER	10,750.00									10,750.00
128	TRANSIT CENTER	10.36	1,959.50	249.84	76.01			(76.01)			2,219.70
220	WATER	33,683.11	21,254.92	15,228.00	29,307.45	1,048.11			47,589.45	49,676.13	197,787.17
230	SEWER	55,147.52	33,126.02	4,132.04	10,734.51	13,259.60	19,083.27		52,808.00	55,336.37	243,627.33
235	STORMWATER	138.24	1,441.28	64.27	2,806.62	3,238.49			18,008.09	17,535.91	43,232.90
240	SANITATION	162.77	131,813.00	505.23	576.87		171,301.61		7,638.07	7,786.25	319,783.80
290	FLEET	1,712.52	21,510.00	68,978.92	5,040.59	250.12			10,600.27	10,728.09	118,820.51
295	INFORMATION SYSTEMS	3,799.00	453.61	43,864.75	27,961.88	1,939.43		(86.88)	20,532.70	21,305.95	119,770.44
320	WATER CAPITAL PROJECTS	934,086.84	65,787.50	230,323.28	7,687.66						1,237,885.28
330	SEWER CAPITAL PROJECTS			60,886.21	7,875.00						68,761.21
335	STORMWATER CAPITAL PROJECTS			93,048.23	7,500.00						100,548.23
340	SANITATION CAPITAL PROJ										0.00
350	CAPITAL PROJECTS		7,759.75	138,967.61	113,266.33						259,993.69
355	LID CONSTRUCTION										0.00
380	HAMILTON - PARKS & REC										0.00
590	BONDS & INTEREST										0.00
	TOTAL	1,113,961.82	337,630.97	682,977.05	251,773.79	44,856.69	190,384.88	(337.08)	666,563.83	692,520.92	3,980,332.87

Julia Parker

Sarah L. Banks, Finance Director

Sandra Kelly

Drew Davis

RECEIPTS REPORT FOR JUNE 2023

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	2,426,752.84	106,424.46	93,919.48	0.00	141,392.61	10,443.08	224,538.86	234,549.49	1,040.00	4,946.61	3,244,007.43
105	STREETS	534,785.72	0.00	0.00	371,721.82	24,917.36	0.00	0.00	375.00	0.00	0.00	931,799.90
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	133,865.44	0.00	0.00	-344.00	3,850.00	9.10	137,380.54
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	795,976.53	0.00	1,322.31	0.00	0.00	0.00	797,298.84
230	SEWER	0.00	0.00	0.00	0.00	985,902.33	0.00	1,669.64	909.34	0.00	0.00	988,481.31
235	STORMWATER	0.00	0.00	0.00	0.00	60,822.00	0.00	0.00	0.00	0.00	0.00	60,822.00
240	SANITATION	0.00	0.00	0.00	0.00	478,541.59	0.00	0.00	0.00	0.00	0.00	478,541.59
290	FLEET	0.00	0.00	0.00	0.00	83,512.20	0.00	0.00	1,815.35	0.00	0.00	85,327.55
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,503.00	0.00	0.00	0.00	0.00	0.00	139,503.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	26,967.37	2,500.00	0.00	0.00	29,467.37
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	2,935.96	0.00	0.00	0.00	2,935.96
590	BOND & INTEREST	367,251.38	0.00	0.00	0.00	0.00	0.00	2,227.76	0.00	0.00	0.00	369,479.14
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	3,328,789.94	106,424.46	93,919.48	378,301.42	2,846,015.30	10,443.08	259,661.90	239,805.18	4,890.00	4,955.71	7,273,206.47

City of Moscow Cash and Investments Balances as of 7/31/2023		
Fund	Year to Date Balance	
General Fund	\$	9,390,000.00
Street Fund	\$	2,657,741.42
Culture & Recreation	\$	1,735,790.13
MSDCP	\$	150,332.40
1912 Fund	\$	63,795.08
Transit Center	\$	50,362.26
Water Fund	\$	3,428,694.57
Sewer / WRRF	\$	4,344,132.52
Stormwater	\$	251,469.10
Sanitation Fund	\$	3,933,142.58
Fleet Fund	\$	5,778,686.53
Information Systems	\$	5,219,655.03
Water Capital	\$	6,262,327.43
Sewer Capital	\$	18,207,597.54
Stormwater Capital	\$	470,549.56
Capital Projects	\$	8,358,340.34
Sanitation Capital	\$	7,024,927.15
LID Construction	\$	4,663.93
Hamilton	\$	784,775.32
Bond & Interest	\$	1,408,046.46
LID Funds	\$	35,611.11
Payroll Service	\$	1,128,925.05
Total Cash & Investments	\$	80,689,565.51

Major Expenditures for July 2023

[illegible]

				Major Expenditures	\$ 3,854,622.68	97%	of the total expenditures of	\$3,980,332.87
Large Expenditures								
Ascorp, Inc.	\$	732,194.98	Razz Construction, Inc.	\$	91,116.27	Cerium Networks, Inc.	\$	34,523.54
Pay App 1 for Pullman Hwy Transmission Water Main			Pay app #12 - 6th Street Bridge- Razz Construction			Cerium Networks - Equipment		
T M L Construction, Inc.	\$	181,771.10	Welch - Comer Engineers	\$	37,500.00	Joe Hall Ford	\$	42,625.00
Waterhouse #6 Replacement Pay App 8 - Backup power generator			Lilly Street Recon - June Invoice 2023 - Task 1 and Expenses			New vehicle #7-20 (Parks) Vin#1FDRF3HN4PED13231 with trade-in		
Big Sky Development, Inc.	\$	475,521.79	T M L Construction, Inc.	\$	50,587.50			
Pay App #2 for Lilly Street Reconstruction Project			Pay App 8 for Booster Stations Phase II					
							Total:	\$ 1,645,840.18

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 14, 2023



AGENDA ITEM TITLE

PUBLIC MEETING: Proposed Lot Division of a 10-Acre Parcel Located Directly North of the Current Terminus of Warbonnet Drive. (ACTION ITEM) – Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich, Planner I

ADDITIONAL PRESENTER(S)

DESCRIPTION

The applicant, Warbonnet LLC, is requesting a lot division to create four lots of approximately 3.24 acres, 1.70 acres, 1.70 acres, and 1.39 acres in size from an existing 10-acre parcel located directly north of the current terminus of Warbonnet Drive. The proposal includes parkland dedication of 20,060 square feet as well as the right of way dedication required to extend Warbonnet Drive to the northern property boundary. The subject property is located in the Multiple Family Residential (R-4) Zoning District. Within the R-4 Zoning District lots are required to be a minimum of 5,000 square feet in size and have a minimum lot width of 50 feet. All proposed lots meet the minimum lot area and width requirements of the R-4 Zone. In addition, lot division proposals within the R-4 Zone require 9% of the net developable land to be dedicated to parkland. On June 29, 2023, the Parks and Recreation Commission reviewed and recommended approval of the parkland dedication proposed as a part of this application. 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.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the lot division request with no conditions; or recommend approval of the lot division request with conditions; or recommend denial of the lot division; or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of the lot division request with no conditions.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Application, Legal, Exhibit
2. Parkland Dedication - Memo
3. Public Meeting Notice

July 12, 2023

Mayor Bettge and Moscow City Council
City Hall
Moscow, Idaho

Re: Warbonnet Parcel RMP00000123900 Lot division.

Dear Mayor Bettge and City Council

The Warbonnet Parcel RMP00000123900 owner, Warbonnet, LLC. is requesting a lot division. The proposed division would split a 10-acre parcel into three separate parcels and an arterial road right of way.

Parcel 1	3.24 Acres
Parcel 2	1.70 Acres
Parcel 3	1.39 Acres
Parcel 4	1.70 Acres
Tract 1 (Parkland)	20,000 SF
ROW	1.51 Acres

Please see attached proposed record of survey for clarification.

Enclosed are:

1. Existing Record of Survey
2. Proposed Record of Survey
3. Proposed Legal Descriptions

Please do not hesitate to contact me if you have any questions regarding this lot division request

Sincerely,



Scott Becker, PE
Principal
Hodge & Associates, Inc.

Section 12, T39N, R6W, BM

Survey References:

- Partial Replat of Hatley Addition, Instrument #387105, by L. Hodge, PE/LS #3003.
- Warranty Deed, Instrument #466225, Hatley Et Al to Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints.
- Quitclaim Deed, Instrument #521114, Gritman Medical Park, LLC to Gritman Medical Center, Inc.
- Record of Survey, Instrument #543030, by J. Dunn, PLS #10162.
- Warranty Deed, Instrument #584916, Montgomery to Vietmeier.
- Record of Survey, Instrument #589058, by D. Priest, PLS #6449.
- Personal Representative's Deed, Instrument #589744, Montgomery to Sand Road Montgomery, LLC.
- Amended Record of Survey, Instrument #599295, by J. Dunn, PLS #10162.
- Personal Representative's Deed, Instrument #626665, Montgomery to Warbonnet, LLC.

Basis of Bearings

The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the Washington-Idaho State Line Mile Post 21 and Washington-Idaho State Line Mile Post 22 said bearing being N00°58'06"E.

Surveyor's Certificate

I, Michael E. Dahlin, PLS #17534, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Warbonnet, LLC in April 2023.

Surveyor Narrative

- The purpose of this survey was to locate and map the boundaries of the parcel described in Personal Representative's Deed, Instrument #626665, and to divide said parcel into six separate areas. four to be developed, two to be dedicated to the City of Moscow, one as road right-of-way and one as parkland, as shown hereon.
- The Washington-Idaho State Line, between Mile Post 21 and Mile Post 22, was located to establish the Basis of Bearings and primary boundary control. The Parcel described in Personal Representative's Deed, Instrument #626665 was rotated to project basis and located accordingly.
- In 1980, C. Smith, PE/LS #2058 set the Center Quarter of Section 12, see CPF, Instrument #307993. In 1991 L. Hodge, PE/LS #3003 replatted a portion of Hatley Addition (Partial Replat of Hatley Addition). Hodge held Grow's Center Quarter for the northeast corner of Hatley Addition. In 2001 M. Taggart, PE/LS #1768 reset the Center Quarter of Section 12 as part of a survey that was not recorded. Different surveyors have since held either Grow's monument or Taggart's monument as the Center Quarter of Section 12. For this survey, Grow's corner was held as the northeast corner of the Partial Replat of Hatley Addition for the purpose of proportioning the location of Warbonnet Drive. As the West Quarter Corner of Section 12, the found rebar at the southeast corner of the parcel described in Personal Representative's Deed, Instrument #626665, Grow's monument and Taggart's monument are all on a line, no determination of the actual Center Quarter of Section 12 was required for this survey.

Legend

- Found Monument as Described
- Set 5/8" Diameter Rebar Centerline Monument w/Aluminum Cap Stamped "PLS 17534" Per City of Moscow Standard
- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- Found Brass Cap
- Found 5/8" Diameter Rebar, as Described
- Calculated Position
- Record Data - See Survey References
- Line Data - See Line Table
- Curve Data - See Curve Table
- Parent Parcel Boundary Line
- New Parcel Boundary Line
- Existing Parcel Boundary Line
- Right-of-Way
- Centerline
- Section/Section Subdivision Line

NO. _____ AT THE REQUEST OF: _____
DATE & HOUR: _____
JULIE FRY
LATAH COUNTY RECORDER
FEE \$ _____ BY _____

P.O. Box 8728
405 S. Washington Street
Moscow, ID 83843-0828
(208) 882-3520

RM ROCK CONSULTING, INC.
Lead Surveying
Site Mapping

PROFESSIONAL LAND SURVEYOR
LICENSED SURVEYOR
STATE OF IDAHO
MICHAEL E. DAHLIN
17534

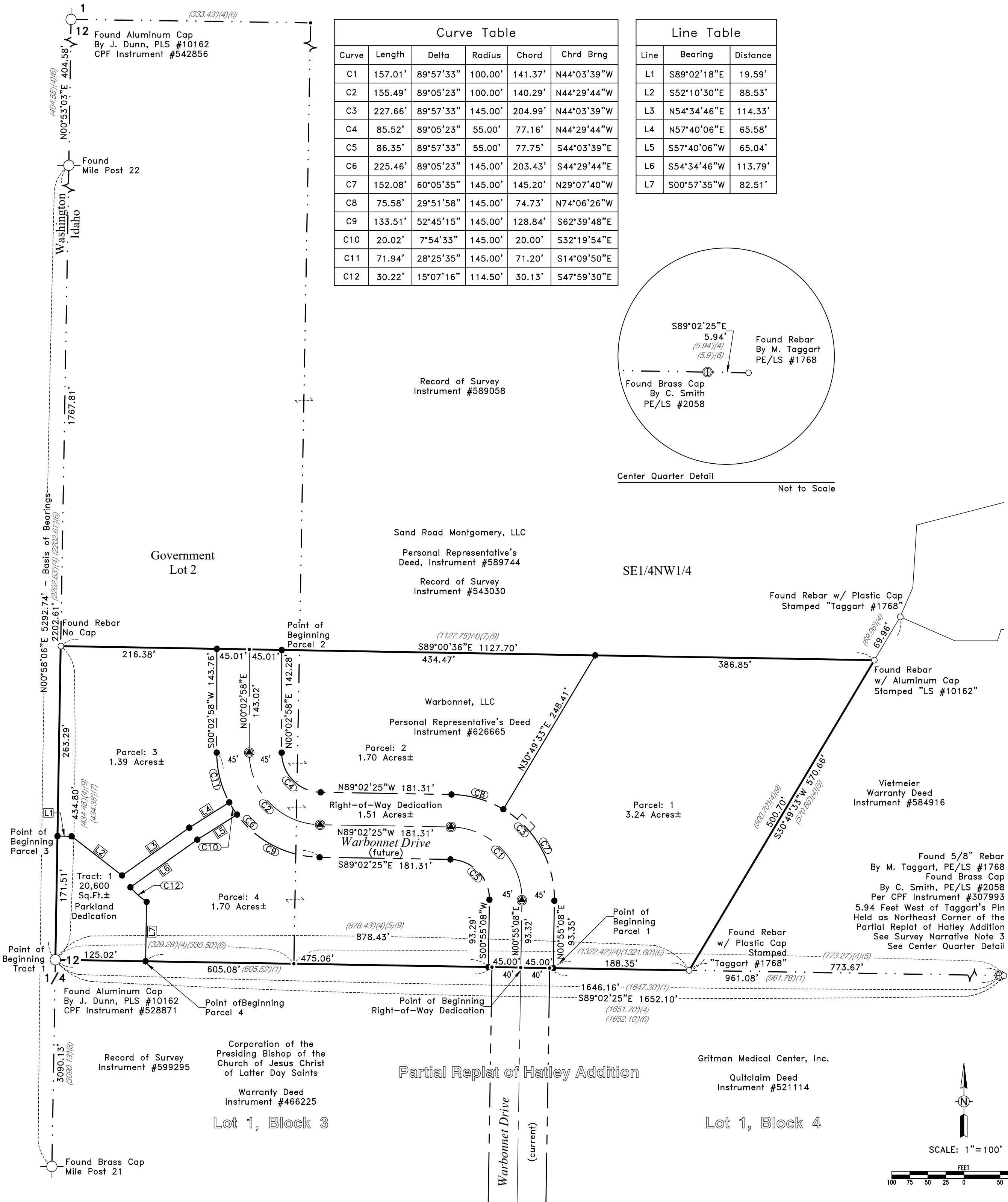
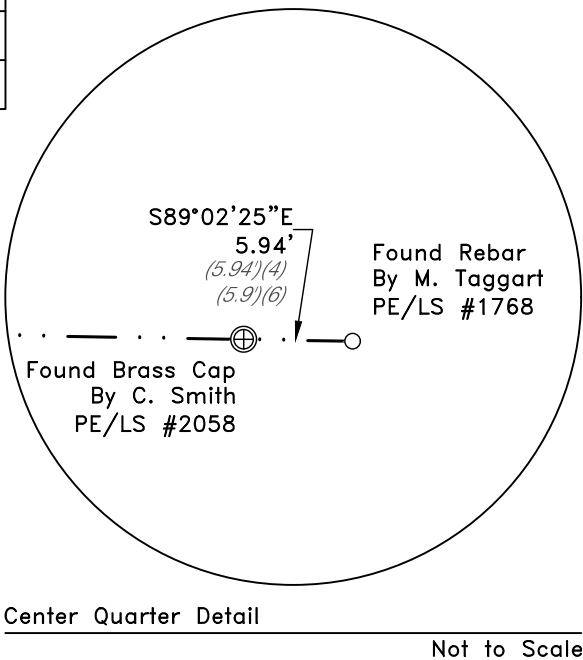
Record of Survey for:
Warbonnet, LLC
Latah County, Idaho

Drafted by: SW
Checked by: MED
File Name: 4550 ROS.dwg
Tab: Layout
Plot Style: OCE.ctb
Project: 4550-02-23
Date: 7/11/23

1 of 1

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	157.01'	89°57'33"	100.00'	141.37'	N44°03'39"W
C2	155.49'	89°05'23"	100.00'	140.29'	N44°29'44"W
C3	227.66'	89°57'33"	145.00'	204.99'	N44°03'39"W
C4	85.52'	89°05'23"	55.00'	77.16'	N44°29'44"W
C5	86.35'	89°57'33"	55.00'	77.75'	S44°03'39"E
C6	225.46'	89°05'23"	145.00'	203.43'	S44°29'44"E
C7	152.08'	60°05'35"	145.00'	145.20'	N29°07'40"W
C8	75.58'	29°51'58"	145.00'	74.73'	N74°06'26"W
C9	133.51'	52°45'15"	145.00'	128.84'	S62°39'48"E
C10	20.02'	7°54'33"	145.00'	20.00'	S32°19'54"E
C11	71.94'	28°25'35"	145.00'	71.20'	S14°09'50"E
C12	30.22'	15°07'16"	114.50'	30.13'	S47°59'30"E

Line Table		
Line	Bearing	Distance
L1	S89°02'18"E	19.59'
L2	S52°10'30"E	88.53'
L3	N54°34'46"E	114.33'
L4	N57°40'06"E	65.58'
L5	S57°40'06"W	65.04'
L6	S54°34'46"W	113.79'
L7	S00°57'35"W	82.51'



7/12/2023

Legal Description by Hodge & Associates

For Warbonnet, LLC

Parcel 1

A parcel of land located in the Southeast Quarter of the Northwest Quarter of Section 12, Township 39 North, Range 6 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the southwest corner of the Northwest Quarter of Section 12, said point also being the northwest corner of the Partial Replat of Hatley Addition, Instrument #387105, Latah County Records, thence along the north line of said Replat, S89°02'25"E, 690.08 feet to the **Point of Beginning**:

Thence leaving said north line, along the northeast right-of-way line of future Warbonnet Drive, N00°55'08"E, 93.35 feet;

Thence continuing along said northeast right-of-way line, 152.08 feet along a curve to the left, said curve having a Delta = 60°05'35", Radius = 145.00 feet, Chord = 145.20 feet and a Chord Bearing = N29°07'40"W;

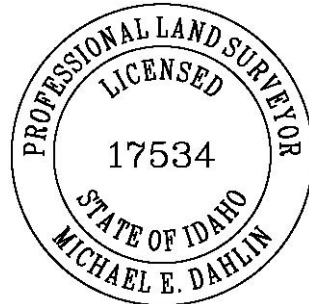
Thence leaving said northeast right-of-way line, N30°49'33"E, 248.41 feet to the south line of a parcel of land described in Personal Representative's Deed, Instrument #589744, Latah County Records;

Thence along said south line, S89°00'36"E, 386.85 feet to the southeast corner of said parcel and a point on the west line of a parcel of land described in Warranty Deed, Instrument #584916, Latah County Records;

Thence along said west line, S30°49'33"W, 500.70 feet to the southwest corner of said parcel and a point on the north line of the Partial Replat of Hatley Addition;

Thence along said north line, N89°02'25"W, 188.35 feet to the **Point of Beginning**.

Parcel contains 3.24 acres, more or less.



7/12/2023

Legal Description by Hodge & Associates

For Warbonnet, LLC

Parcel 2

A parcel of land located in Government Lot 2 and the Southeast Quarter of the Northwest Quarter of Section 12, Township 39 North, Range 6 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the southwest corner of the Northwest Quarter of Section 12, said point also being the northwest corner of the Partial Replat of Hatley Addition, Instrument #387105, Latah County Records, thence along the west line of said Northwest Quarter, $N00^{\circ}58'06''E$, 434.80 feet to the southwest corner of a parcel of land described in Personal Representative's Deed, Instrument #589744, Latah County Records, thence leaving said west line, along the south line of said parcel, $S89^{\circ}00'36''E$, 306.40 feet to the **Point of Beginning**:

Thence continuing along said south line, $S89^{\circ}00'36''E$, 434.47 feet;

Thence leaving said south line, $S30^{\circ}49'33''W$, 248.41 feet to the northeast right-of-way line of future Warbonnet Drive;

Thence along said northeast right-of-way line the following four courses:

75.58 feet along a non-tangent curve to left, said curve having a Delta = $29^{\circ}51'58''$,

Radius = 145.00 feet, Chord = 74.73 feet and a Chord Bearing = $N74^{\circ}06'26''W$;

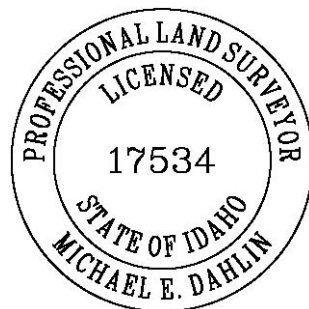
Thence $N89^{\circ}02'25''W$, 181.31 feet;

Thence 85.52 feet along a curve to the right, said curve having a Delta = $89^{\circ}05'23''$,

Radius = 55.00 feet, Chord = 77.16 feet and a Chord Bearing = $N44^{\circ}29'44''W$;

Thence $N00^{\circ}02'58''E$, 142.28 feet to the **Point of Beginning**.

Parcel contains 1.70 acres, more or less.



7/12/2023

Legal Description by Hodge & Associates

For Warbonnet, LLC

Parcel 3

A parcel of land located in Government Lot 2 of Section 12, Township 39 North, Range 6 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the southwest corner of the Northwest Quarter of Section 12, said point also being the northwest corner of the Partial Replat of Hatley Addition, Instrument #387105, Latah County Records; Thence along the west line of said Northwest Quarter, N00°58'06"E, 171.51 feet to the **Point of Beginning**:

Thence, continuing along said west line, N00°58'06"E, 263.29 feet to the southwest corner of a parcel of land described in Personal Representative's Deed, Instrument #589744, Latah County Records;

Thence leaving said west line, along the south line of said parcel, S89°00'36"E, 216.38 feet to a point on the southwest right-of-way line of future Warbonnet Drive;

Thence leaving said south line, along said southwest right-of-way line the following two courses:

S00°02'58"W, 143.76 feet;

Thence 71.94 feet along a curve to left, said curve having a Delta = 28°25'35", Radius = 145.00 feet,

Chord = 71.20 feet and a Chord Bearing = S14°09'50"E;

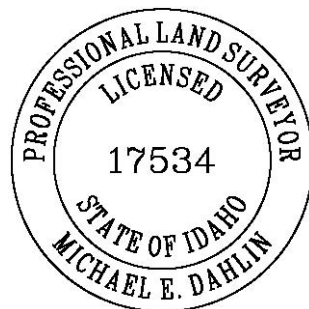
Thence leaving said southwest right-of-way line S57°40'06"W, 65.58 feet;

Thence S54°34'46"W, 114.33 feet;

Thence N52°10'30"W, 88.53 feet;

Thence N89°02'18"W, 19.59 feet to the **Point of Beginning**.

Parcel contains 1.39 acres, more or less.



7/12/2023

Legal Description by Hodge & Associates
For Warbonnet, LLC
Parcel 4

A parcel of land located in Government Lot 2 and the Southeast Quarter of the Northwest Quarter of Section 12, Township 39 North, Range 6 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the southwest corner of the Northwest Quarter of Section 12, said point also being the northwest corner of the Partial Replat of Hatley Addition, Instrument #387105, Latah County Records, thence along the north line of said Replat, S89°02'25"E, 125.02 feet to the **Point of Beginning**:

Thence leaving said north line N00°57'35"E, 82.51 feet;

Thence 30.22 feet along a non-tangent curve to the right, said curve having a Delta = 15°07'16", Radius = 114.50 feet, Chord = 30.13 feet and a Chord Bearing = N47°59'30"W;

Thence N 54°34'46"E, 113.79 feet;

Thence N57°40'06"E, 65.04 feet to the southwest right-of-way line of future Warbonnet Drive;

Thence along said southwest right-of-way line the following four courses:

133.51 feet along a non-tangent curve to the left, said curve having a Delta = 52°45'15",

Radius = 145.00 feet, Chord = 128.84 feet and a Chord Bearing = S62°39'48"E;

Thence S89°02'25"E, 181.31 feet;

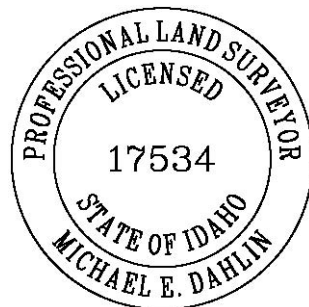
Thence 86.35 feet along a curve to the right, said curve having a Delta = 89°57'33",

Radius = 55.00 feet, Chord = 77.75 feet and a Chord Bearing = S44°03'39"E;

Thence S00°55'08"W, 93.29 feet to a point on the north line of the Partial Replat of Hatley Addition;

Thence leaving said southwest right-of-way line, along said north line, N89°02'25"W, 475.06 feet to the **Point of Beginning**.

Parcel contains 1.70 acres, more or less.



8/1/2023

Legal Description by Hodge & Associates
For Warbonnet, LLC
Parkland Dedication

A parcel of land located in Government Lot 2 of Section 12, Township 39 North, Range 6 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the southwest corner of the Northwest Quarter of Section 12, said point also being the northwest corner of the Partial Replat of Hatley Addition, Instrument #387105, Latah County Records;

Thence along the west line of said Northwest Quarter, N00°58'06"E, 171.51 feet;
Thence leaving said west line, S89°02'18"E, 19.59 feet;
Thence S52°10'30"E, 88.53 feet;
Thence N54°34'46"E, 114.33 feet;
Thence N57°40'06"E, 65.58 feet to the southwest right-of-way line of future Warbonnet Drive;
Thence along said southwest right-of-way line, 20.02 feet along a non-tangent curve to the left, said curve having a Delta = 7°54'33", Radius = 145.00 feet; Chord = 20.00 feet and a Chord Bearing = S32°19'54"E;
Thence leaving said southwest right-of-way line, S57°40'06"W, 65.04 feet;
Thence S54°34'46"W, 113.79 feet;
Thence 30.22 feet along a non-tangent curve to the left, said curve having a Delta = 15°07'16", Radius = 114.50 feet, Chord = 30.13 feet and a Chord Bearing = S47°59'30"E;
Thence S00°57'35"W, 82.51 feet to a point on the north line of the Partial Replat of Hatley Addition;
Thence leaving said southwest right-of-way line, along said north line, N89°02'25"W, 125.02 feet to the **Point of Beginning**.

Parcel contains 20,600 square feet, more or less.



7/12/2023

Legal Description by Hodge & Associates

For Warbonnet, LLC

Right-of-Way Dedication

A parcel of land located in Government Lot 2 and the Southeast Quarter of the Northwest Quarter of Section 12, Township 39 North, Range 6 West, Boise Meridian, Latah County, Idaho, being a 90.00 foot wide strip of land, centered over the following described line:

Commencing at the southwest corner of the Northwest Quarter of Section 12, said point also being the northwest corner of the Partial Replat of Hatley Addition, Instrument #387105, Latah County Records, thence along the north line of said Replat, S89°02'25"E, 645.08 feet to the intersection of said common line with the centerline of Warbonnet Drive and the **Point of Beginning**:

Thence leaving said common line, N00°55'08"E, 93.32 feet;

Thence 157.01 feet along a curve to the left, said curve having a Delta = 89°57'33", Radius = 100.00 feet, Chord = 141.37 feet and a Chord Bearing = N44°03'39"W;

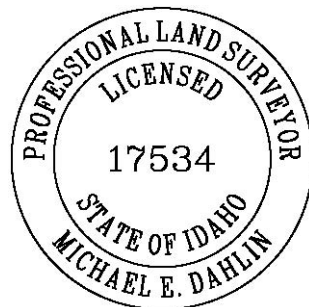
Thence N89°02'25"W, 181.31 feet;

Thence 155.49 feet along a curve to the right, said curve having a Delta = 89°05'23", Radius = 100.00 feet, Chord = 140.29 feet and a Chord Bearing = N44°29'44"W;

Thence N00°02'58"E, 143.02 feet to the south line of a parcel of land described in Personal Representative's Deed, Instrument #589744, Latah County Records and the end of this 90.00 foot wide strip of land.

The sidelines of this strip of land to be extended or shortened to terminate on the north line of the Partial Replat of Hatley Addition and on the south line of the parcel of land described in Personal Representative's Deed, Instrument #543030.

Parcel contains 1.51 acres, more or less.





City of Moscow Parks and Recreation

Memo

To: Mike Ray, Planning Manager

From: David Schott, Parks and Facilities Manager

Date: July 6, 2023

Re: Parkland Dedication Requirements for the Proposed Warbonnet Drive Phase 1 Lot Division

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

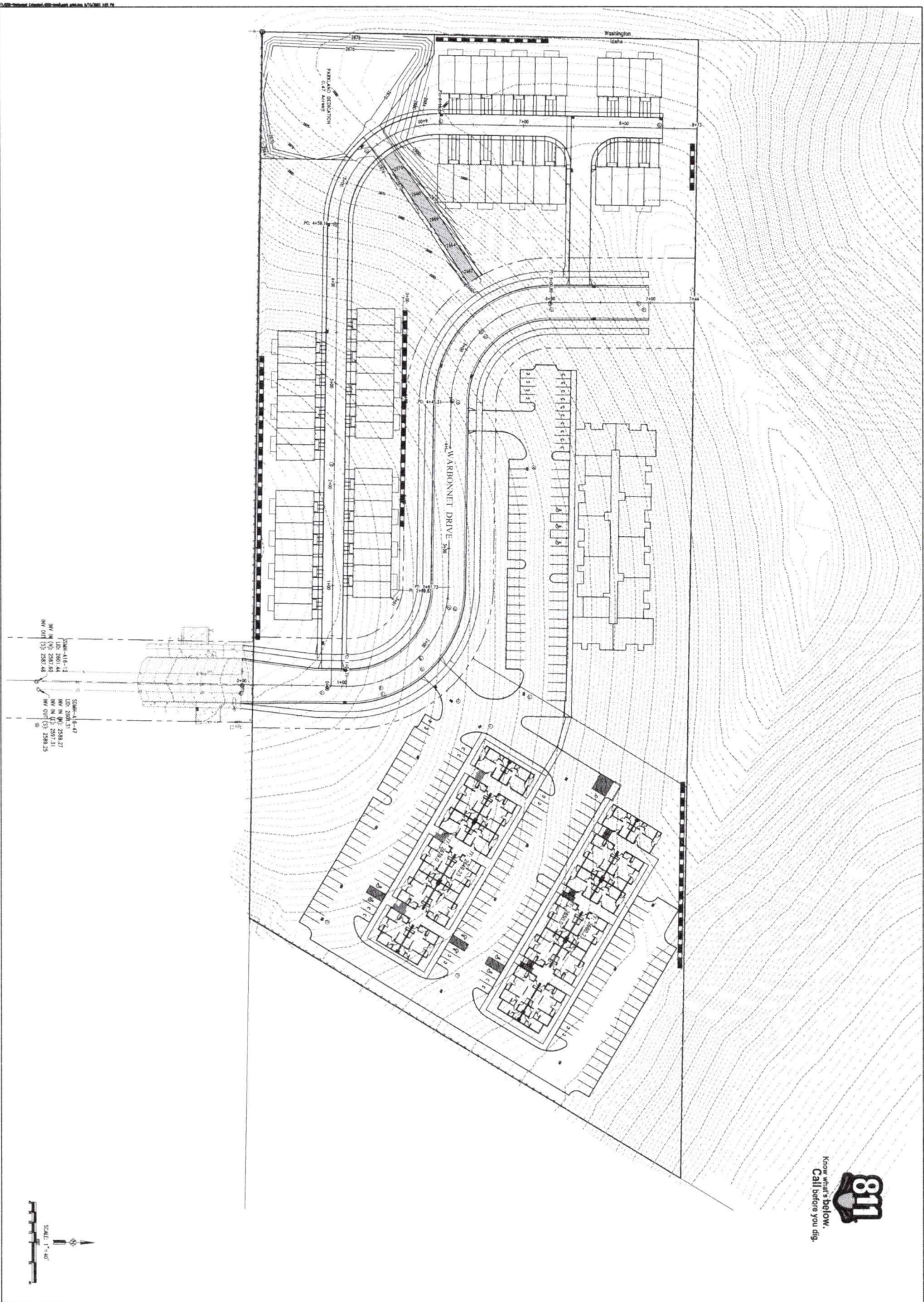
Based on the plans submitted, the net developable area is 8.49 acres. The proposed R-4 Multiple Family Residential Zoning has a requirement of 9% for parkland dedication, which requires 0.76 acres of parkland dedication.

The Parks and Recreation Commission considered the Warbonnet Drive Phase 1 Lot Division parkland dedication requirements on June 29, 2023. After consideration, the Parks and Recreation Commission recommended approval of the parkland dedication of 0.47 acres and grading (Exhibit A) to meet the requirements of parkland dedication and defer the parkland dedication requirements until a later phase of the project.

Should there be any changes to the developable land or zoning, I would need to review those changes for any possible affects to my recommendation.

Please do not hesitate to contact my office with any questions or clarification.

Exhibit A



NOTICE OF PUBLIC MEETING

Proposed Lot Division of a 10-Acre Parcel Located Directly North of the Current Terminus of Warbonnet Drive within the City of Moscow as Shown on the Vicinity Map Below. Permit Application LUP2023-0006

A public meeting before the Public Works/Finance Committee of the City Council will be conducted during which the following proposal will be considered:

Proposed lot division to create four lots of approximately 3.24 acres, 1.70 acres, 1.70 acres and 1.39 acres size from the existing 10-acre parcel. The proposal includes parkland dedication and the extension of the Warbonnet Drive right-of-way to the northern property boundary of the subject property.

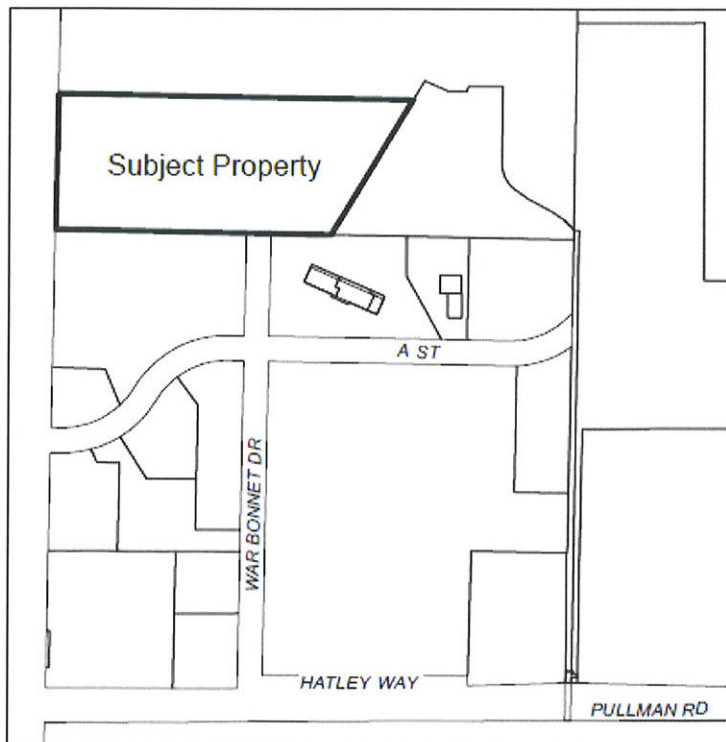
MEETING DATE: Monday, August 14, 2023

LOCATION OF MEETING: Council Chambers, Second Floor, Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 4:00 p.m.

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

The file containing information on this matter is available for public review at the Community Development Department located in the Haddock Building at 504 S. Washington Street, Moscow, Idaho. Call 883-7035 for a meeting agenda and further information about the matter. You may obtain further information about the public hearing process and procedures on the City Website at: <https://www.ci.moscow.id.us/593/Public-Hearing-Notices>



Laurie M. Hopkins
Moscow City Clerk


Jennifer Fleischman
Deputy City Clerk

Publish: July 29, 2023

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 14, 2023



AGENDA ITEM TITLE

City of Elk River Solid Waste Disposal Agreement (ACTION ITEM) - Tim Davis

RESPONSIBLE STAFF

Tim Davis, Sanitation Operations Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City of Elk River approached the City of Moscow in 2022 regarding disposal of their waste through the Moscow Solid Waste Facility. The City of Elk River waste is collected then deposited at a centrally located compactor. The compactor is hauled on a roll-off truck, dumped and then returned. The City of Elk River produces approximately 150 tons of waste annually. Clearwater County has a disposal agreement with Asotin County. Due to Elk River's location and proximity to the Moscow Solid Waste Facility, Clearwater County's failing roll-off truck, and Elk River's dissatisfaction with the services that they were receiving, The Moscow City Council elected to execute a disposal agreement with the City of Elk River in August of 2022 that expires September 30, 2023. The City of Elk River wishes to have the City of Moscow continue to provide these processing and disposal services. If the Moscow City Council agrees to execute this new disposal agreement, the term of the agreement will be in sequence with other disposal agreements recently executed with Latah County and other cities.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Disposal Contract between the City of Elk River and the City of Moscow, Idaho as presented; or provide staff further direction.

STAFF RECOMMENDATION

Approve the Disposal Contract between the City of Ek River and the City of Moscow, Idaho as presented.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. ELK RIVER 2023 SolidWasteDisposal_final

**SOLID WASTE DISPOSAL AGREEMENT
BETWEEN CITY OF ELK RIVER, IDAHO AND
CITY OF MOSCOW, IDAHO**

THIS SOLID WASTE DISPOSAL AGREEMENT BETWEEN CITY OF ELK RIVER, IDAHO AND CITY OF MOSCOW, IDAHO (hereinafter "Agreement"), made and entered into this ____ day of _____, 2023, by and between the City of Elk River, Idaho, a municipal corporation of the State of Idaho, 112 South Second Street, Elk River, Idaho 83827 (hereinafter "ELK RIVER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

W I T N E S S E T H :

WHEREAS, CITY manages and operates a solid waste processing and disposal system in Latah County; and

WHEREAS, CITY has offered to provide ELK RIVER with solid waste processing and disposal services and related programs in accordance with Federal, State of Idaho, and local statutes, laws, rules, regulations, and ordinances as defined herein; and

WHEREAS, ELK RIVER finds that CITY is qualified and capable to provide such services to ELK RIVER; and

WHEREAS, CITY and ELK RIVER have an existing solid waste disposal agreement that was executed on August 26, 2022, and which expires on September 30, 2023; and

WHEREAS, ELK RIVER wishes for CITY to continue to provide ELK RIVER with solid waste processing and disposal services; and

WHEREAS, in 2021, CITY conducted a Sanitation Rate Study to determine the cost of solid waste processing and disposal services and necessary annual adjustments; and

WHEREAS, in 2022, CITY amended its agreement with Finley-Buttes Limited Partnership (CITY's municipal solid waste (MSW) transport and disposal contractor) to provide fuel cost relief through a fuel adjustment formula as set forth in Exhibit "B" attached hereto and incorporated herein;

THEREFORE, CITY and ELK RIVER hereby enter into an Agreement for disposal of Acceptable Waste and Demolition/Inert Waste received from residences, businesses, institutions and industries within ELK RIVER, and for and in consideration of the promises and covenants contained herein, CITY hereby agrees to and with ELK RIVER to undertake and execute, for an agreed upon consideration, the herein described work, in a good, substantial and workmanlike manner.

I.. DEFINITIONS

For purposes of interpretation of the terms of this Agreement, the following terms, phrases and derivations shall have the following meanings. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The term "shall" is always mandatory and not merely directory.

- A. **ACCEPTABLE WASTE:** That portion of solid waste that is normally disposed of and originating from residential dwellings, businesses, industrial and commercial establishments which consists of household wastes from private residences, commercial waste which originates in wholesale, retail or service establishments such as restaurants, stores, markets, theaters, hotels and warehouses, and institutional waste material originating in schools, hospitals, research institutions and public buildings. Such Acceptable Waste shall include metals and white goods. In no event shall Acceptable Waste include any Hazardous Waste, Infectious Waste or any Unacceptable Waste.
- B. **CENTRAL COLLECTION COMPACTOR:** ELK RIVER residents and/or businesses that receive solid waste collection services have said waste transferred to a centrally located compactor unit located within ELK RIVER.
- C. **COLLECTION FRANCHISEE:** The person, persons, corporation or partnership holding a contract and/or franchise issued or granted by ELK RIVER authorizing such person, persons, corporation or partnership to operate, conduct or maintain a solid waste collection and disposal system upon or over any highways, streets, roads, alleys and public ways of ELK RIVER.
- D. **DEMOLITION/INERT WASTE:** That Acceptable Waste that has been accepted at the Designated Waste Processing Facility for placement in the demolition/inert landfill. Such Demolition/Inert Waste shall conform to all statutes, rules and regulations of any governmental regulatory agency which pertains to demolition/inert landfiling.
- E. **DESIGNATED WASTE PROCESSING FACILITY:** The facility or site designated by CITY where Acceptable Waste is compacted, incinerated, landfilled, transferred or otherwise disposed of or treated prior to disposal.
- F. **DIRECTOR OF SOLID WASTE SERVICES:** The Moscow CITY Supervisor or such other person or persons so designated by the Moscow CITY Supervisor.
- G. **HAZARDOUS WASTE:** Any chemical, compound, mixture, substance or article which is designated by federal law or regulation, Idaho law or regulation, or regulation of any other state when applicable (such as in the case of solid waste exported to or through another state for ultimate disposal) to be 'hazardous', 'dangerous', or 'extremely dangerous'. Hazardous Waste includes any material by reason of its composition or characteristics, is:
 - 1. Toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C. Section 6901 *et seq*, as replaced, amended, expanded or supplemented, or any laws of similar purpose or effect, and such policies or regulations thereunder, or under relevant

state law as replaced, amended, expanded or supplemented, or any laws of similar purpose or effect, and any rules, regulations or policies thereunder, or

2. Special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954, 42 U.S.C. Section 2011 *et seq.*, as replaced, amended, expanded or supplemented, or any laws of similar purpose or effect, and such policies or regulations thereunder, or under relevant state law as replaced, amended, expanded or supplemented, or any laws of similar purpose or effect, and any rules, regulations or policies thereunder; or
 3. Other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic or dangerous or otherwise ineligible for transfer through, transportation by, or disposal from the site; or
 4. Any material which would result in residue being designated as hazardous waste under the above; or
 5. Any waste falling within the definition contained in Idaho Code § 39-4403 (8).
- H. **HOUSEHOLD SOLID WASTE:** That Acceptable Waste, including garbage or trash produced by ordinary residential units, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds and day use recreation areas and which fits into a bag, manual container, roll cart or bundle less than four feet (4') in length. Does not include bulky, Infectious Waste, Hazardous Waste, Unacceptable Waste or any type of solid waste that is not normally collected by ELK RIVER's collection Franchisee at individual or commercial units.
- I. **INFECTIOUS WASTE:** Any material, chemical, compound, mixture, substance or article known to be infectious by the producer or which is designated by the United States Environmental Protection Agency or other appropriate agency of the Federal Government or the State of Idaho to be "infectious" as that term is commonly defined by or pursuant to law.
- J. **INTERRUPTION IN SERVICE:** Any time period during which the Transfer Station operations managed by City's Franchisee is interrupted by a labor dispute or other action that results in scheduled waste acceptance being discontinued for a period of seventy two (72) hours; or any time period after notice by the City of termination of the Franchisee by reason of breach or default by Franchisee and until such time as other arrangements can be made for waste acceptance and transfer operations.
- K. **PRODUCER:** Any person, business or other entity which produces solid waste within ELK RIVER.
- L. **RATE MODIFICATION DATE:** The date whereby all rate adjustments shall become effective. The rate modification date shall be October 1 of each year this Agreement is in force.

- M. **TRANSFER STATION:** The transfer, processing and transportation facility which has been designated by CITY for the purpose of transferring, processing and/or transporting Transport Waste.
- N. **TRANSPORT WASTE:** That Acceptable Waste which has been accepted at the Designated Waste Processing Facility for loading into transport vehicles for transport to an Ultimate Disposal Site. Such Transport Waste shall conform to the rules of, and be acceptable to, the Ultimate Disposal Site.
- O. **ULTIMATE DISPOSAL SITE:** Any disposal site chosen by CITY which may ultimately receive Transport Waste from the Designated Waste Processing Facility.
- P. **UNACCEPTABLE WASTE:** That portion of the solid waste such as, but not limited to, tires explosives, pathological and biological waste, Infectious Waste, Hazardous Waste, radioactive materials, foundry sand, cesspool waste, human remains, industrial process wastes, motor vehicles (including major motor vehicle parts such as transmissions, rear ends, springs and fenders), agricultural and farm machinery and equipment, marine vessels and major parts thereof or any other large type of machinery or equipment, or that which in the reasonable judgment of the Director may present a substantial endangerment to health or safety, or has a reasonable possibility of adversely affecting the operation of the Designated Waste Processing Facility or the acceptance of Transport Waste by the Ultimate Disposal Site.
- Q. **WHITE GOODS.** Appliances such as refrigerators, ranges, water heaters, freezers, unit air conditions, washing machines, dishwashers, clothes dryers, and other similar domestic and commercial large appliances.

II. SCOPE OF WORK

- A. **SERVICE:** CITY shall furnish, manage and maintain a system of processing, transportation, and ultimate disposal of Acceptable Waste as described herein.
- B. **ACCEPTANCE OF ACCEPTABLE WASTE:** CITY shall accept all Acceptable Waste delivered to its Designated Waste Processing Facility by ELK RIVER's Collection Franchisee, provided all tipping fees associated with such acceptance are paid. CITY shall provide for the processing of said Acceptable Waste, including landfilling and/or hauling of said Acceptable Waste (Transport Waste) to the Ultimate Disposal Site.
- C. **UNACCEPTABLE WASTE:** ELK RIVER shall not permit its Collection Franchisee or any other person to place Unacceptable Waste into a collection vehicle or container. ELK RIVER shall implement a program of training and procedure which is designed to prevent the placing of Unacceptable Waste into collection vehicles or containers. In the event that ELK RIVER's Collection Franchisee or any other person delivers unacceptable waste to the Designated Waste Processing Facility, CITY shall, at CITY's sole option, either:

1. Dispose of such Unacceptable Waste in a legally proper manner, and shall charge ELK RIVER for all costs thereof, plus actual reasonable administrative charges not to exceed fifteen percent (15%) of such costs; or
2. Reject such Unacceptable Waste.

III. DESIGNATION OF ULTIMATE DISPOSAL SITE(S)

The Parties understand and agree that CITY shall have the sole and exclusive right to designate the location or locations to which solid waste will be transported for processing and ultimate disposal. Should CITY need to designate a new location of the ultimate disposal site, which creates an additional cost to CITY, ELK RIVER may be charged additional fees to cover the additional cost for the new disposal site, said additional fee will be agreed upon by written agreement of both Parties.

IV. HOLIDAYS

The following shall be holidays for purpose of this Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

CITY may decide to observe any or all of the above listed holidays by suspension of disposal services on a holiday, but such decision in no manner relieves CITY of its obligation to provide such services on the next regularly scheduled service day.

V. COMPLAINTS

All complaints regarding CITY's performance of this Agreement shall be made through ELK RIVER to the Director of Solid Waste Services. Complaints made directly to CITY shall be given prompt and courteous attention. CITY shall investigate and respond to such complaints and shall inform ELK RIVER in a timely manner of the nature of such complaints and any remedial action taken in response to such complaints.

VI. POINT OF CONTACT

All notices between CITY and ELK RIVER shall be directed by CITY to the Mayor of ELK RIVER, 112 South Second Street, Elk River, Idaho, 83827, and by ELK RIVER to the Director of Solid Waste Services, at P O Box 9203, Moscow, Idaho, 83843.

VII. SALVAGE RIGHTS

CITY shall have the full and exclusive right to all salvageable materials when such materials are accepted at the Designated Waste Processing Facility pursuant to this Agreement, and CITY shall have the sole right to any and all funds received from the sale of said salvageable materials. Salvaging or scavenging by ELK RIVER, its Collection Franchisee(s), or any of their employees or agents after delivery to said Solid Waste Processing facility is prohibited.

VIII. INSURANCE

- A. CITY shall at all times during the term of this Agreement, maintain, or cause its franchisees to maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage. Additionally, at all times during the term of this Agreement, ELK RIVER shall obtain and maintain, or cause its Collection Franchisee to obtain and maintain in full force and effect, public liability insurance and property damage insurance, including contractual liability coverage in the amounts of one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. All insurance shall be provided before commencement of work hereunder. CITY and ELK RIVER shall annually furnish the other with certificates of insurance or other evidence satisfactory to the other that such insurance has been procured and is in force. Said certificates shall contain the following express provisions:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice of said cancellation or change shall be provided to the certificate holder."

- B. For purposes of this Agreement, CITY shall carry, and/or shall cause its franchisee(s) or agents to carry, the following types of insurance in at least the limits specified below:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000
General Liability	\$1,000,000
except automobile (bodily injury and/or property damage)	each occurrence/ \$2,000,000 aggregate
Automobile bodily injury and/or property damage liability, combined single limit	\$1,000,000 each occurrence

All coverage subject to policy conditions

- C. As an alternative to the above, CITY may, with express written permission of ELK RIVER, provide the above public liability and property coverage under a plan of self-insurance. Each insurance policy with respect to public liability insurance may provide for self-insured retention of an amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) with the result that CITY is its own insurer to that extent and with the requirement that CITY provides ELK RIVER with such evidence of financial responsibility as deemed necessary by ELK RIVER.

IX. BASIS AND METHOD OF PAYMENT

- A. Reimbursement. ELK RIVER shall pay CITY in accordance herewith the amounts set forth in Exhibit "A" for each service. ELK RIVER shall also reimburse CITY for any fuel surcharges incurred on behalf of ELK RIVER in accordance with the fuel adjustment agreement between CITY and Finley-Buttes Limited Partnership attached hereto as Exhibit "B". ELK RIVER's pro rata share of any fuel surcharge shall be calculated by dividing ELK RIVER's tonnage processed within the billing period by the total tonnage processed within the billing period. Should CITY receive a credit in accordance with fuel adjustment agreement, CITY shall calculate and provide ELK RIVER with a credit in the same manner. The rates specified shall include all costs, fees and other expenses of CITY associated with the performance of its obligations hereunder, including those costs, if any, associated with (a) tipping fees at the Designated Waste Processing Facility; (b) transport to the Ultimate Disposal Site; (c) disposal fees at the Ultimate Disposal Site; and (d) program area costs as shown at Exhibit "A".
- B. Modification of Rates.
1. Annual Rate Adjustment. The rates for services provided under this Agreement shall be escalated annually by two point five percent (2.5%) effective upon October 1 of each year of the initial term as shown in Exhibit "A". Rates beyond the initial five (5) year term shall be determined through future sanitation rate studies and shall be adjusted prior to the commencement of any future term extension.
 2. CITY's Request.
 - a. CITY shall have the right to petition ELK RIVER at any time for additional fee adjustments on the basis of unusual changes in the cost of operations i.e., revised federal and state of Idaho laws affecting this Agreement which require mandatory compliance by the CITY resulting in increased operating costs to CITY, (as proven by full documentation of such increased operating costs as requested by ELK RIVER). All such requests shall be fully developed setting forth the changes requested, existing costs, summary of estimated change in costs and the amount of fee change requested. ELK RIVER shall respond to such requests within thirty (30) days.
 - b. ELK RIVER understands that the cost of CITY's operations and services to be provided hereunder are subject to certain agreements (i.e., a Franchise Agreement

and Hauling and Disposal Agreement). ELK RIVER has had the opportunity to review and analyze such agreements. CITY shall have the right to petition for a fee adjustment from ELK RIVER, and ELK RIVER shall be obligated to grant such fee adjustment, when such adjustment is made by CITY in response to a fee adjustment required by CITY's contractors pursuant to such agreements. All such requests shall be fully developed setting forth the changes requested, existing costs, summary of estimated change in costs and the amount of fee change requested. ELK RIVER shall respond to such requests within thirty (30) days. All fee adjustments made pursuant to this Section. shall be limited to ELK RIVER's pro-rata share of the actual fee adjustment(s) required of CITY.

3. ELK RIVER's Request. ELK RIVER may petition CITY for a change in either the level or nature of the service, and the resulting proposed fee adjustment. The notice shall include a listing by ELK RIVER of the type or nature of documentation, analysis or audit it is relying upon in support of the proposed change. Within sixty (60) days following receipt of such a request, unless some other time period is mutually agreed to by the Parties, CITY shall notify ELK RIVER as to whether it agrees with the modification of level or nature of service and/or the fee adjustment. Nothing herein shall be construed to require CITY to consent to such change in the nature of level of service. In the event CITY does not agree with ELK RIVER's fee adjustment, it shall also provide ELK RIVER with copies of all documentation, analysis or audit, on which CITY relies. If CITY agrees with the fee adjustment, such adjustment will become effective upon ELK RIVER giving written notice to CITY to implement the change in the level or nature of service. In the event that ELK RIVER does not implement such changes in the nature or level of service (after CITY has agreed to such changes), ELK RIVER shall reimburse CITY for its costs, plus actual reasonable administrative charges not to exceed fifteen percent (15%) of such costs, incurred in responding to ELK RIVER's request for such adjustment. It is further acknowledged that this paragraph shall not operate so as to terminate the material provisions and intent of this Agreement; that is, CITY shall provide the solid waste disposal services set forth herein to ELK RIVER during the term of this Agreement.
 4. Effective Date. The fee adjustments contemplated in subparagraphs (2) and (3) above, shall become effective on the date(s) that the changes in service commence, or on the date such contractual rates change.
 5. Emergency Services. Should additional services be required in an emergency, above and beyond those contemplated in this Agreement, ELK RIVER may order reasonable delivery of services and ELK RIVER shall pay the verifiable costs of such services, plus actual reasonable administrative charges not to exceed fifteen percent (15%) of such costs.
- C. Payment. CITY shall be responsible for billing ELK RIVER monthly for the services set forth herein. ELK RIVER shall remit payment to CITY by the 20th day of each month following receipt of CITY's billing. In the event that ELK RIVER fails to remit payment to CITY by the 20th day of each month for such billing, ELK RIVER shall pay to CITY, in

addition to the amount of the billing, a late fee in the amount of one percent (1%) of the amount of the billing per day beyond the due date. In addition to this late fee, in the event that ELK RIVER fails to remit payment to CITY within fourteen (14) days from the due date, CITY may, in its discretion, without penalty or determination that ELK RIVER is in breach of this Agreement, suspend its obligations and services to be provided hereunder until such charges are paid.

X. TITLE TO WASTE

Title to all Acceptable Waste accepted at CITY's Designated Waste Processing Facility shall pass to CITY when so accepted. Title to Hazardous Wastes, potentially harmful wastes, Infectious Wastes or other Unacceptable Waste shall not vest with CITY, but shall remain with the Producer. ELK RIVER further agrees that it shall have the responsibility to identify the Producer of such wastes.

XI. WAIVER

The failure of ELK RIVER or CITY to insist on strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that ELK RIVER or CITY may have regarding that specific instance, and shall not be deemed a waiver of any subsequent breach or default in any of the terms and conditions hereof. Making or receiving payments pursuant to this Agreement during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any of the claims or defenses of the Party making such payment.

XII. ADHERENCE TO LAWS

CITY and ELK RIVER shall at all times comply with and adhere to applicable laws governing the performance of the services described herein. Non-compliance with applicable statutes, rules and regulations by CITY or ELK RIVER shall act as a breach of this Agreement and shall subject the non-complying Party to liability therefore. CITY and ELK RIVER shall report violations of such laws as soon as practicable.

XIII. RECORDS AND INSPECTION

A. Records

CITY shall maintain such records as may be specified herein or may be necessary to document the quantity of solid waste accepted and processed in the performance of this Agreement separately from that solid waste received by CITY pursuant to any other agreement with any governmental entity, business or person and to document the time and date of performance of services hereunder. Actual scale records shall be utilized in determining the quantity of solid waste collected and transported hereunder unless the Parties hereafter agree to use a system of estimation. Such actual scale weights shall be obtained utilizing the scales maintained at the Designated Waste Processing Facility. CITY shall make all documents relating to the performance of work hereunder, including scale records,

available to ELK RIVER within fourteen (14) working days of receiving written notice detailing the documents requested. This time period may be extended where extenuating circumstances exist. Further the Parties agree that CITY shall provide ELK RIVER, with each monthly billing, the following information as to the solid waste received and processed hereunder during the preceding month.

1. Tonnage of Acceptable Waste broken down into categories of :
 - a. Transport Waste (MSW);
 - b. Inert/Demolition (NMSW).
2. Should ELK RIVER desire that records be maintained other than as provided above, ELK RIVER may petition CITY to cause such records to be maintained, and CITY, in its sole discretion, may cause such records to be maintained, provided that the cost of maintaining such records shall be borne by ELK RIVER.

B. Inspection

ELK RIVER reserves the right to conduct on-site inspections of CITY's operations (including, without limitation, the actual weighing of solid waste) without notice and at reasonable times and in a reasonable manner. The costs of such inspections, including any increase in CITY's cost of operations as a result of accommodating such inspections shall be borne by ELK RIVER. CITY shall furnish ELK RIVER with all requested information relating to such work, provided the costs of providing such information shall be borne by ELK RIVER.

XIII. JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, and venue shall be in the District Court of Latah County.

XV. BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

XVI. HOLD HARMLESS/INDEMNIFICATION

- A. The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment.
- B. Further, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each Party's liability is secondary to the obligation of an insurer or indemnitor, or other vehicle not owned or leased by the Party.

XVII. TERM

This Agreement shall be in effect for Five (5) years commencing on October 1, 2023 and ending September 30, 2028. The Parties may agree to one (1) additional Five (5) year term extension ending September 30, 2033 and one (1) additional two (2) year extension ending September 30, 2035. If either Party intends not to extend the terms beyond fiscal year 2028 or 2033, the Party shall notify the other in writing of this intent one hundred eighty (180) days prior to the expiration of the existing term.

XVIII. TERMINATION

- A. The CITY at its sole discretion may terminate this Agreement if there is an “Interruption in Service” pursuant to CITY’s Franchise Agreement with Latah Sanitation, Inc. as amended on December 7, 2015 and the CITY is unable to fulfill its duties under this Agreement based on said “Interruption in Service”. In the event CITY exercises its right to terminate, ELK RIVER would be obligated to pay CITY for services rendered to date and CITY would not pay ELK RIVER any compensation for said termination..
- B. CITY may terminate this Agreement if ELK RIVER fails to provide payment to CITY when due as provided in Section IX and does not remedy such default within five (5) business days of said default.

XIX. RESOLUTION OF DISPUTES

Any dispute arising as to the terms of this Agreement, excepting the compensation to be paid to CITY, as referenced in Section 9, shall be dealt with in the following manner, unless otherwise specified:

- A. The Party seeking resolution of a dispute under this Agreement shall provide the other Party with written notice of the specific nature of the dispute and the section of this Agreement relied on for its position;
- B. The Party receiving the notice shall respond (in writing) within five (5) working days as to what action it will take to resolve the dispute;
- C. If a dispute continues to exist, the Parties shall meet within ten (10) working days from the date of the receipt of the written response in an attempt to resolve the dispute. ELK RIVER shall be represented by its Mayor (and any other representatives it desires to have present), and CITY shall be represented by its Mayor (and any other representatives it desires to have present), in an attempt to resolve the dispute.
- D. Such resolution of the dispute as the Parties are able to agree upon shall be put in writing and signed by the representatives of each Party and shall become a part of this Agreement.
- E. If a dispute is not resolved through the foregoing procedures, either Party may seek satisfaction through a complaint filed in the District Court of the Second Judicial District of

the State of Idaho, in and for the County of Latah, which shall be the exclusive forum agreed to by the Parties. (In any matter before the court, the remedy of specific performance shall be the preferred remedy.) In any action filed pursuant to this Agreement, costs and reasonable attorney fees shall be awarded by the court to the prevailing Party.

- F. Any time limits for action under this Agreement may be increased or decreased by mutual agreement of the Parties, said agreements to be in writing.

XX. SEVERABILITY

If any provision of this Agreement shall be declared illegal, void or unenforceable, the remaining provisions herein shall not be affected and shall remain in full force and effect.

XXI. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire agreement and understanding between the Parties and it shall not be considered modified, altered, changed or amended in any respect unless done in accordance with this Agreement, reduced to writing, and signed by the Parties hereto. Any finding by a court of competent jurisdiction that any part or provision of this Agreement is unconstitutional or invalid shall not invalidate any other provision hereof.

XXII. PRIOR AGREEMENTS

This Agreement supersedes any and all prior Agreements between the Parties for solid waste disposal services.

CITY, by and through its Mayor, and ELK RIVER, by and through its Mayor have duly executed this Agreement in duplicate originals, to be effective on the 1st day of October, 2023, notwithstanding the date executed by the Parties hereto.

CITY OF ELK RIVER, IDAHO:

ATTEST:

Dave Brown, Mayor

Elk River City Clerk

CITY OF MOSCOW, IDAHO:

ATTEST:

Arthur D. Bettge, Mayor

Laurie Hopkins, CITY Clerk

EXHIBIT “A”

**SCHEDULE OF REIMBURSEMENT
October 1, 2023 through September 30, 2028**

Elk River agrees to pay the City of Moscow (CITY) the amounts shown herein for Solid Waste Disposal, pursuant to this Agreement, and such being delivered to the Solid Waste Processing Facility by Elk River’s collection franchisee or other person or entity authorized by Elk River.

1. Municipal Solid Waste Disposal (per ton):

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
\$117.10	\$120.02	\$123.02	\$126.10	\$129.25

2. Non-Municipal Solid Waste Disposal (per ton):

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
\$57.75	\$59.19	\$60.67	\$62.19	\$63.74

3. Compostable Materials: No Charge

Fiscal year 2024 fee modification shall be effective October 1, 2023. The fee modification date shall be October 1 of each year (example: Fiscal year 2024 fee modification shall be effective October 1, 2023).

Exhibit "B"

**FIRST AMENDMENT TO AGREEMENT FOR SOLID WASTE
TRANSPORTATION AND DISPOSAL BETWEEN CITY OF MOSCOW,
IDAHO AND FINLEY-BUTTES LIMITED PARTNERSHIP**

THIS FIRST AMENDMENT TO AGREEMENT FOR SOLID WASTE TRANSPORTATION AND DISPOSAL BETWEEN CITY OF MOSCOW, IDAHO AND FINLEY-BUTTES LIMITED PARTNERSHIP (hereinafter "First Amendment"), is made and entered into this 19th day of December, 2022, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Finley-Buttes Limited Partnership, an Oregon limited partnership, (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, CONTRACTOR was selected to own, otherwise provide, and operate Facilities to accept CITY Acceptable Waste in loaded Trailers at CITY's designated Solid Waste Processing Facility (hereinafter "SWPF") and to Transport to and Dispose of that Acceptable Waste at the Disposal Site for CITY through an executed Agreement approved by City Council on October 7, 2019, approved by CONTRACTOR's Board of Directors as evidenced by the Unanimous Written Consent of the General Partner of Finley-Buttes Limited Partnership dated October 16, 2019 and said Agreement was executed by the Parties on November 4, 2019, see Attachment "A" (hereinafter "Agreement"); and

WHEREAS, the Agreement provides for modification upon written agreement signed by the Parties (Article 2, Section 2.13); and

WHEREAS, the Agreement permits CITY, at CITY's sole discretion, to consider CONTRACTOR requests for reimbursements due to extraordinary fuel price increases (Article 8, Section 8.2 A.(4)); and

WHEREAS, the Agreement allows for adjustment of a Service Fee or any other payment or fee at any time by mutual consent of the Parties (Article 8, Section 8.4. E); and

WHEREAS, CONTRACTOR requested fuel relief due to the unanticipated significant increases in diesel fuel costs and the fact that a portion of CONTRACTOR's cost is predicated on fuel usage to transport CITY waste two hundred fourteen (214) miles one way; and

WHEREAS, CITY has determined that the requested fuel relief is reasonable and appropriate and has previously granted fuel relief to CONTRACTOR's predecessor when similar fuel cost volatility occurred; and

WHEREAS, the proposed fuel relief adjustment contained herein provides a fair and predictable method of accounting for fuel cost volatility and provides for both reimbursement of excessive fuel expenses to CONTRACTOR when fuel prices exceed 15% of the adjusted base fuel index, and credits to CITY when fuel prices drop 15% below the adjusted base fuel index as described herein; and

FIRST AMENDMENT TO SOLID WASTE TRANSPORTATION AND DISPOSAL AGREEMENT
FINLEY-BUTTES LIMITED PARTNERSHIP

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WHEREAS, the Parties intend to modify the Agreement through this First Amendment to accommodate CONTRACTOR'S requested fuel adjustment;

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

Section 1. All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following sections of this First Amendment.

Section 2. It has been determined that a fair and predictable method of accounting for fuel cost volatility is warranted and is in the best interests of both Parties.

Section 3. CITY shall apply fuel cost adjustments as a payment to CONTRACTOR, or CONTRACTOR will apply the fuel cost adjustment as a credit to CITY, when the index changes as defined below.

1. The index to be used when considering fuel price adjustments pursuant to this First Amendment shall be the U.S. Energy Information Administration (EIA) https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=p&s=emd_epd2d_pte_r5xca_dpg&f=m, Monthly West Coast (PADD 5) Except California No 2 Diesel Retail Prices (Dollars per Gallon).
2. The Current Fuel Index (CFI) shall be the current month's average price per gallon as reported by EIA as referenced herein. The monthly average CFI, shall be used to compute fuel adjustments for the same month that services are performed for CITY. (i.e. October CFI used to compute fuel adjustment for October services). Fuel adjustments will be calculated by the 15th of the month for the prior month's services, and any payments or credits will be applied to the subsequent month's bill (i.e. September's adjustment will be calculated on October 15th and any payments or credits will be applied to October's billing).
3. Fuel adjustments provided by this First Amendment shall be retroactively effective to January 1, 2022, and shall continue thereafter through the duration of the term of the Agreement.
4. Effective January 1, 2022, the initial base fuel index (BFI) shall be Three Dollars and Thirty-One Cents (\$3.31) per gallon. The BFI shall thereafter be adjusted annually on October 1st of each year beginning October 1, 2022 to establish the Adjusted Base Fuel Index (ABFI) by an amount equal to forty percent (40%) of the annual Consumer Price Index (CPI) as published in January of each year by the United States, Bureau of Labor Statistics (Index I.D. CUUR0000SA0, All Urban Consumers, U.S. All items, 1982-84 = 100) as described herein.

$$ABFI = BFI * (CPI \text{ annual adjustment} * 40\%)$$

Where:

BFI = Base Fuel Index

CPI Annual Adjustment = ((current year annual average CPI - prior year annual average CPI) / prior year annual average CPI)
ABFI = adjusted base fuel index

5. A fuel price adjustment will only be made when the CFI varies by more than fifteen percent (15%) from the ABFI. Payments and credits shall be computed as follows:

Contractor payment if CFI is greater than 115% of ABFI:
 $FPA = (CFI - (ABFI * 115\%)) * Q * T$

City credit if CFI is less than 85% of ABFI:
 $FPA = (CFI - (ABFI * 85\%)) * Q * T$

Where:
FPA = fuel price adjustment
Q = 92.44 gallons per trip
T = monthly trips

Section 4. All other terms and conditions of the Agreement that are not amended by this First Amendment shall remain in full force and effect.

Section 5. This First Amendment was adopted by the City Council of the City of Moscow, Idaho and Approved by the Mayor of the City of Moscow on a regularly scheduled meeting dated November 5, 2022.

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

CONTRACTOR

By: Brian Evola
Brian Evola
Finley-Buttes Limited Partnership



CITY

City of Moscow, Idaho

By: Arthur D. Bettge
Arthur D. Bettge, Mayor

ATTEST

Taylor Riedner
Taylor Riedner, Deputy City Clerk

Approved As To Form:
Mila Bautista
Mila Bautista, City Attorney

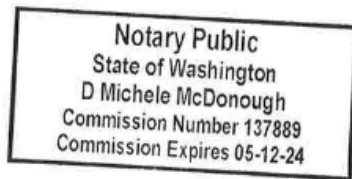
FIRST AMENDMENT TO SOLID WASTE TRANSPORTATION AND DISPOSAL AGREEMENT
FINLEY-BUTTES LIMITED PARTNERSHIP

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ACKNOWLEDGMENT

STATE OF Washington) ss:
County of Clark)

On this 12th day of December, 2022, before me, a Notary Public in and for said State, appeared Brian Evola, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Finley-Buttes Limited Partnership.



D. Michele McDonough
Notary Public for State of Washington
Residing at Clark County
My commission expires: 05-12-24

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 14, 2023



AGENDA ITEM TITLE

Strategic Initiatives Grant Program (ACTION ITEM) - Alisa Anderson / Scott Bontrager

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Scott Bontrager, City Engineer, Steve Schulte

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Strategic Initiatives Grant Program, also referred to as the FY2024 Local Transportation Project Grant Program, is funded with one-time State of Idaho General Funds recommended by the Governor and approved by the Legislature intended to facilitate local transportation projects. All projects are required to be on public highways and streets and will be selected based on a competitive application from criteria developed by the Idaho Transportation Department. The Idaho Transportation Board will make the final project selection. The City of Moscow falls under Category 2 which is rural or small urban areas with a population less than 50,000. Projects in this category are limited to \$2 million and do not require matching funds. A description of the project eligibility and the application process are attached to this report.

City staff are proposing to apply for funding to install approximately 25,000 square yards of Asphalt Chip Seal and 100,000 square yards of Asphalt Slurry Seal in addition to three surface restoration (grind and inlay) projects. The restoration projects have been identified in the City's Roadway Condition Assessment Program and included in the Street Department's Capital Improvement Plan as a priority in upcoming budget years 2025-2028. These projects are located on Taylor Avenue, White Avenue, and "D" Street.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval to apply for the Strategic Initiatives Grant Program in an amount not to exceed \$2,000,000, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval to apply for the Strategic Initiatives Grant Program in an amount not to exceed \$2,000,000.

OTHER RESOURCES

FISCAL IMPACT

No local match required.

PERSONNEL IMPACT

Engineering, Streets, and Grants

ATTACHMENTS

1. Strategic Initiatives Program Outline

STRATEGIC INITIATIVES GRANT PROGRAM

(FY2024 LOCAL TRANSPORTATION PROJECT GRANT PROGRAM)

Overview

This Grant Program is funded with one-time State General Funds recommended by the Governor and approved by the Legislature intended to facilitate local transportation projects. All projects will be on public highways and streets. Projects will be selected based on a competitive application from criteria developed by the Idaho Transportation Department. The Idaho Transportation Board will make the final project selection.

Funds will be transferred to the successful jurisdiction for project development and at the completion of bid ready project plans. Grant funds must be expended on the approved project. All project oversight and management will be the responsibility of the local highway agency.

Funding

The Local Transportation Project Grants program will be divided into two distinct categories as follows:

- Category 1: \$50M awarded to projects within large urban areas that have a population greater than 50,000 (MPO areas including the new Twin Falls urban area)
- Category 2: \$50M awarded to projects outside of large urban areas (in rural areas or small urban areas) with a population less than 50,000

Large urban areas maps are attached based on the 2020 U.S. census data. Funding for this program will be awarded as a grant. The awarded local highway agency is responsible for the administration of the project.

Eligibility

All local highway agencies (cities, counties and highway districts) are eligible to apply. Eligible projects for the program include:

- mitigation of impacts of state highway projects on local roads, or
- for economically significant local transportation projects that require the assistance of the Idaho Transportation Department to facilitate.

Eligible project types are safety, capacity, pavement preservation, pavement restoration, expansion, and roadway asset maintenance/replacement/repair. Other funding has been provided for poor condition or restricted local bridges and pedestrian safety; therefore, **standalone projects in those areas are not eligible under this grant program.**

Eligible project activities include project development, right of way acquisition, construction, construction engineering, testing and inspection. Grant funds CANNOT be used for project match, or to

reimburse a local highway agency for any equipment or employee costs. Engineering costs (design and construction/inspection) are limited to 15% of total grant amount.

The goal of this grant program is to complete projects as timely as possible. Additional consideration will be given to projects that can be completed timely.

Some local highway agencies will be eligible to apply within large urban areas as well as outside large urban areas; therefore, if an agency chooses to apply for multiple grants, the agency must prioritize their applications for final Board consideration. Local highway agencies will be limited to a single grant award.

Application

The application is due September 1, 2023 and should be submitted electronically to ITD Planning and Development Services (LTPGrant@itd.idaho.gov). Information about the FY2024 Local Transportation Project Grant program can be found at ITD Web page: **To Be Announced**.

Application Window: July 1 – September 1, 2023

Application Scoring and Prioritization: September 4- September 29, 2023

Board Project Approval: October 18, 2023

Awardee Notification: October 19 – October 27, 2023

Each application will be scored and prioritized based on the FY2024 Local Transportation Project Grant Program Scoring Criteria.

- Category 1 – the panel is comprised of the ITD’s six District Engineers and Chief Engineer. ITD appreciates the ongoing collaboration with local partners; therefore, MPO representatives will be asked to evaluate project applications and submit a joint prioritization of projects for ITD’s consideration. Letters of support from outside the local applicant’s organization are encouraged. Projects in this category will be limited to \$10 million.
- Category 2 – the panel is comprised of ITD’s District Planning & Scoping Engineers/Managers and the HQ Planning and Development Services Manager. Letters of support from outside the local applicant’s organization are encouraged. Projects in this category will be limited to \$2 million.

Project applications for each category will be scored and prioritized independently. A recommended prioritized list of projects will be developed for each category and will be presented to the Idaho Transportation Board for final approval.

Project Close-out

At the completion of each project, the local highway agency will submit a written project close-out report to ITD Planning and Development Services outlining the work completed along with before and after photos of the project site.

Local highway agencies will be required to maintain all project documentation for a period of 3 years from project close-out and make project records available upon request.