

Public Works / Finance Committee



Regular Meeting ~Amended Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

**Monday
October 9, 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 September 11, 2023 Minutes (ACTION ITEM) - Taylor Riedner**
- 2. Disbursement Report September 2023 (ACTION ITEM) - Sarah Banks**
Presentation of the Accounts Payable Report for the month ending September 2023.
ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of September 2023.
- 3. Woodbury 1st Addition Development Agreement Amendment (ACTION ITEM) - Todd Drage**
Woodbury Land LLC, has submitted to the City a request to modify the phasing for the Woodbury 1st Addition Subdivision. The final plat, titled Woodbury 1st Addition, and the Development Agreement for the Addition was approved by City Council on Monday, October 17, 2022. Section X - Phasing, in the original agreement contained a figure that detailed 17 single family lots being included in a 1st phase, 17 single family lots included in a 2nd phase, and then the remaining 45 lots being included in a 3rd phase. The agreement amendment provides a new figure, detailing 22 lots being included in the 1st phase and the remaining 57 lots in a 2nd phase. Additionally, this amendment requires off-site public improvements to Mountain View Road to be completed in the 1st phase; however, it allows 15 building permits to be issued prior to the completion of the off-site improvements. The amendment to the agreement with the original agreement included as an attachment to the amendment has been included with this packet.
PROPOSED ACTIONS: Recommend approval of the Development Agreement amendment with Woodbury Land LLC for the Woodbury 1st Addition; or provide staff with further direction.
- 4. Moscow Police Department – Annual Small Grant Requests and Awards (ACTION ITEM) – Alisa Anderson**
The City of Moscow Police Department (MPD) applies for several small grants on an annual basis which assist the department with the purchase of equipment, including bullet proof vests. The grants are also used to host various traffic enforcement mobilizations and other prevention and safety

activities. The grants awarded to MPD provide funding and resources to protect our youngest citizens, for operational and personal safety equipment, and for program support to implement and host multiple safety programs. These resources assist MPD in their mission of community-oriented policing to improve the quality of life for Moscow residents through community partnerships and problem-solving approaches, while also making sure the officers are outfitted and equipped with items needed to safely do their jobs. The MPD is requesting approval and/or ratification of the funding requests and awards for small grants applied for in an amount not to exceed a combined total of \$50,000 the FY2024 fiscal year.

PROPOSED ACTIONS: Recommend approval of funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of \$50,000 the FY2024 fiscal year, or provide staff further direction.

5. Moscow Police Department – Office of Highway Safety Grant Award (ACTION ITEM) – Alisa Anderson

The Moscow Police Department (MPD) is requesting to accept an award from the Idaho Traffic Safety Commission (ITSC) for the Federal Fiscal Year (FFY) 2024 Highway Safety Grant. The program addresses specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions and is focused on combatting traffic crashes resulting in fatal and serious injuries. The MPD is requesting to accept a grant award in the amount of \$75,000 requiring an in-kind match of \$18,750.

PROPOSED ACTIONS: Recommend approval for the Moscow Police Department to accept an award for the Office of Highway Safety Grant FFY 2024 for \$75,000 with an in-kind match of \$18,750, or provide staff further direction.

6. Amended Solid Waste Franchise Agreement (ACTION ITEM) - Tim Davis

Latah Sanitation, Inc. (LSI) has engaged our staff to discuss several aspects of the existing Franchise Agreement in which their present expenditures are surpassing the adjustments for compensation based on the Consumer Price Index (CPI). Our team subsequently sought and received the necessary data from LSI concerning their current expenses related to roll cart and dumpster services. These assessments confirmed that the current compensation structure does not adequately account for the rising costs associated with equipment replacement. Additionally, LSI has expressed a need for fuel cost relief, which is being considered as part of the proposed amended agreement. Furthermore, our staff has incorporated LSI's request to assume responsibility for roll-off container services and associated billing into the amendment terms.

PROPOSED ACTIONS: Recommend approval of the amended Sanitation Franchise Agreement, or provide staff further direction.

7. Proposed City of Moscow Procurement and Purchasing Policy (ACTION ITEM) - Bill Belknap

The City of Moscow currently does not have established policies and procedures for purchasing supplies, materials, and services on behalf of the City. The lack of an established policy has resulted in confusion at times regarding employee purchasing authority as well as the ability for employees to sign contracts and agreements on behalf of the City. Staff have prepared a draft Procurement and Purchasing Policy to provide guidance on legal obligations and requirements, establish employee purchase authority limits, establish employee contract signatory authority limits, as well as establish standards related to City vendor charge accounts and appropriate use of credit cards. Staff will present the policy for the Council's review and consideration.

PROPOSED ACTIONS: Recommend approval of the proposed Resolution adopting the proposed Procurement and Purchasing Policy; or provide staff with further direction.

8. Ladder Truck Fire Engine Purchase Approval (ACTION ITEM) - Bill Belknap

The City's existing Fire Department ladder truck engine is reaching the end of its serviceable life and needs replacement. In accordance with Section 1.3.8 of the Master Services Agreement between the University and the City dated January 13, 2021, the University has agreed to participate in one-half of the cost of the purchase of the replacement ladder truck engine. The City has obtained a quote for the replacement ladder truck engine from Hughes Fire Equipment through the Houston-Galveston Area Council Cooperative Purchasing Program, which totals \$1,549,896, after \$162,564 in pre-payment discounts (see attached quote). The quote pricing is valid until October 27, 2023 with full payment due by the end of October of 2024 in order to secure the pre-payment discounts. Currently, the estimated delivery time for the ladder truck engine is 42-47 months from the date of order. Staff has provided the University of Idaho with the required 12 month advance notice of the intent to purchase the replacement ladder truck engine. Staff wishes to accept the quote prior to October 27th in order to avoid additional price escalation, and to provide the full payment by the end of October 2024 and is seeking Council approval at this time. The City has accumulated the City's portion of the purchase price within the City's Fleet Fund.

PROPOSED ACTIONS: *Recommend approval to place the order for the replacement ladder truck fire engine; 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

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208.883.7015

**Monday
September 11, 2023**

4:00 PM

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

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

PRESENT: Julia Parker, Sandra Kelly, Drew Davis

OTHERS: Council Member Gina Taruscio

STAFF: Bill Belknap, Cody Riddle, Sarah Banks, Mia Bautista, Taylor Riedner

REGULAR AGENDA

1. Approval of Public Works/Finance Committee August 14, 2023 Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

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

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

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

Banks introduced the item by reflecting on major expenditures including a Whitcom quarterly fee, Lincoln St sewer project payment, Lilly St construction payment 3, Almon Ashbury alley project payments 3 and 4, Booster station phase 2 payment 9. The Lilly St project does not have a defined amount of payments and instead progress payments are disbursed until the project is done. The project is anticipated to be done late this fall. Other notable transactions included a \$4,000 donation Rec & Culture received which included proceedings from the Mayor's Golf Tournament, and a down payment on an e-bike for the police department. The Committee recommended approval, authorized the use of digital signatures and placed it on the Council consent agenda.

3. Moscowberfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

The Moscow Chamber of Commerce is hosting the third annual Moscowberfest on Saturday, October 7th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This annual event is stylized in the spirit of fall folk festivals. The applicant anticipates no more than ten (10) licensed beer and/or wine vendors, up to six (6) food vendor tents, and up to six (6) vendors facilitating street games, activities, and competitions. The event has been reviewed and approved as of August 7, 2023. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Moscowberfest is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of Moscowberfest for the duration of the event; or provide staff with further direction.

Riddle introduced the item by reflecting on the event from previous years. A formal survey of surrounding business has not been done, however, the Chamber of Commerce provided feedback of a few restaurants receiving greater sales during the event and have not heard of any complaints.

Belknap reviewed requirements that must be met by those that wish to host a downtown Entertainment District event. The Chamber of Commerce has entered into an agreement with the City to allow 3 annual community downtown events.

The Committee recommended approval and that it be placed on the Council consent agenda.

4. Proposed Lot Line Adjustment at 1020 Palouse River Drive and 2000 S Mountain View Rd (ACTION ITEM) – Aimee Hennrich

The applicant, Blum Enterprises 4, LLC, is requesting a lot line adjustment between two properties located at 1020 Palouse River Drive and 2000 S Mountain View Rd. The proposed lot line adjustment would increase 1020 Palouse River Drive from 7.03 acres to 8.85 acres and decrease 2000 S Mountain View Rd from 12.24 acres to 10.42 acres. The parcel addressed 2000 S Mountain View Rd is currently vacant land which was recently rezoned to the Multiple Family Residential (R-4) Zoning District, while 1020 Palouse River Drive contains a single-family home and is within the Farm Ranch Outdoor Recreation (FR) Zoning District. Within the R-4 Zoning District, lots are required to be a minimum of 5,000 sf and a minimum lot width of 50 feet. Within the FR Zoning District, the minimum lot area is 3 acres and the minimum lot width is 100 feet. The proposed lot line adjustment meets all zoning code requirements including building setbacks.

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff with further direction.

Hennrich introduced the item by reviewing the subject properties and zoning requirements. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

ADJOURN

The meeting adjourned at 4:12 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, October 9, 2023



AGENDA ITEM TITLE

Disbursement Report September 2023 (ACTION ITEM) - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending September 30, 2023. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of \$5,042,126.72.

Payroll	\$1,299,337.00
Professional Services	\$196,816.00
Sanitation	\$359,552.00
Capital Outlay	\$836,580.00
Capital Outlay-Improvements	\$1,668,754.00
Minor Equipment	\$28,932.00
Supplies	\$223,321.00
Utilities	\$87,528.00
Contractual Payments	\$141,564.00
ACH Wells Fargo	\$51,593.00
Total	\$4,893,977.00

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

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

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

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

RECEIPTS REPORT FOR SEPTEMBER 2023

		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	
	FUND NAME											Grand Total
Fund #												
101	GENERAL	7,923.70	96,334.99	118,658.43	0.00	155,258.82	15,590.10	304,339.60	3,372.65	0.00	5,268.22	706,746.51
105	STREETS	414.66	0.00	0.00	0.00	24,956.27	0.00	0.00	1,919.00	0.00	0.00	27,289.93
120	RECREATION AND CULTURE	0.00	0.00	25.00	0.00	23,520.40	0.00	0.00	540.94	19,001.00	-4.01	43,083.33
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	3,079.60	4,050.00	0.00	0.00	0.00	0.00	0.00	7,129.60
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	789,859.67	0.00	1,471.56	0.00	0.00	0.00	791,331.23
230	SEWER	0.00	0.00	0.00	0.00	704,817.17	0.00	1,858.09	330.15	0.00	0.00	707,005.41
235	STORMWATER	0.00	0.00	0.00	0.00	49,289.27	0.00	0.00	0.00	0.00	0.00	49,289.27
240	SANITATION	0.00	0.00	0.00	0.00	539,345.88	0.00	0.00	0.00	0.00	0.00	539,345.88
290	FLEET	0.00	0.00	0.00	0.00	82,535.53	0.00	0.00	143.62	0.00	0.00	82,679.15
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,503.00	0.00	25,000.00	1,225.00	0.00	0.00	165,728.00
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	1,250.00	0.00	0.00	0.00	30,006.33	22,808.00	0.00	0.00	54,064.33
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	3,241.73	0.00	0.00	0.00	3,241.73
590	BOND & INTEREST	1,199.13	0.00	0.00	0.00	0.00	0.00	448.44	0.00	0.00	0.00	1,647.57
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	9,537.49	96,334.99	119,933.43	3,079.60	2,514,718.25	15,590.10	366,365.75	30,339.36	19,001.00	5,264.21	3,180,164.18

City of Moscow
Cash and Investments
Balances as of 9/30/2023

Fund		Year to Date Balance
General Fund	\$	8,727,112.69
Street Fund	\$	2,194,076.54
Recreation & Culture	\$	1,728,759.93
MSDCP	\$	116,443.05
1912 Fund	\$	68,865.08
Transit Center	\$	48,954.93
Water	\$	3,994,413.39
Sewer	\$	4,808,467.12
Stormwater	\$	249,741.03
Sanitation	\$	4,078,111.67
Fleet	\$	5,805,167.54
Information Systems	\$	5,553,486.55
Water Capital	\$	5,871,436.90
Sewer Capital	\$	17,732,734.87
Stormwater Capital	\$	469,684.45
Capital Projects	\$	7,274,559.12
Sanitation Capital	\$	7,074,053.72
LID Construction	\$	210.68
Hamilton	\$	785,775.54
Bond & Interest	\$	501,690.84
LID Funds	\$	35,611.11
Payroll Service	\$	1,128,925.05
Total Cash & Investments	\$	78,248,281.80

DISBURSEMENTS REPORT FOR SEPTEMBER 2023											
	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTA PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE		9/7/2023	9/14/2023	9/21/2023	9/28/2023	9/12/2023	9/14/2023		9/8/2023	9/22/2023	
BATCH #		AP 9.8.2023	AP 9.15.2023	AP 9.22.2023	AP 9.29.2023	9/26/2023 AP 9.12.2023 AP 9.22.2023	AP 9.15.2023		PR 80	PR 81	
CHECK #'s		106541-106616	106617-106696	106697-106762	106763-106853	September's CC ACH's	September's ACH's		21584	21585	
Fund #											
101	GENERAL	16,279.17	25,128.41	17,758.76	123,221.93	33,930.15			360,158.86	393,434.46	969,911.74
105	STREETS	35,235.04	24,662.97	5,869.39	564.74	387.84			29,859.29	31,578.21	128,157.48
120	RECREATION AND CULTURE	16,346.04	28,971.49	1,509.94	23,090.38	8,576.77			77,159.09	68,810.34	224,464.05
121	MSD COMM. PLAY FIELDS	344.19	37.98						2,561.25	2,847.15	5,790.57
123	1912 CENTER		10,750.00								10,750.00
128	TRANSIT CENTER	1,038.87	928.98		802.08						2,769.93
220	WATER	64,922.34	22,887.78	48,581.99	92,199.17	1,724.72			50,783.78	55,169.31	336,269.09
230	SEWER	38,500.22	40,661.60	103,789.55	50,201.71	2,987.40	19,083.27		53,045.87	55,601.52	363,871.14
235	STORMWATER	5,852.30	1,583.58	33,139.46	3,964.52	270.28			17,414.89	17,693.60	79,918.63
240	SANITATION	130,952.30	1,966.16		13,379.19	352.99	209,516.45		7,682.12	7,880.04	371,729.25
290	FLEET	13,265.48	1,500.60	369.05	4,854.07	181.63			10,958.27	11,250.08	42,379.18
295	INFORMATION SYSTEMS	23,688.18	6,128.79	481.10	9,102.14	3,181.45			20,656.03	24,792.75	88,030.44
320	WATER CAPITAL PROJECTS		518,526.55	19,592.92							538,119.47
330	SEWER CAPITAL PROJECTS		1,042.69	275,816.43							276,859.12
335	STORMWATER CAPITAL PROJECTS			10,960.00							10,960.00
340	SANITATION CAPITAL PROJ										0.00
350	CAPITAL PROJECTS	100.00	1,537,445.51	53,622.62	978.50						1,592,146.63
355	LID CONSTRUCTION										0.00
380	HAMILTON - PARKS & REC										0.00
590	BONDS & INTEREST										0.00
890	URBAN RENEWAL AGENCY										0.00
941	PAYROLL CLEARING FUND										0.00
	TOTAL	346,524.13	2,222,223.09	571,491.21	322,358.43	51,593.23	228,599.72	0.00	630,279.45	669,057.46	5,042,126.72

Julia Parker

Sarah L. Banks, Finance Director

Sandra Kelly

Drew Davis

Major Expenditures for September 2023

<u>Professional Services</u>		<u>Sanitation</u>		<u>Utilities</u>	
Evcar, Inc.	\$ 4,549.89	Finlev Buttes Landfill	\$ 124,518.48	Avista Utilities	\$ 87,528.27
6b16,ITC, Parks, Streets, Fleet Janitorial services		MSW Transport & Disposal - August 2023		August 2023	
Gropp, LLC	\$ 3,786.10	Finlev Buttes Landfill	\$ 6,433.82		\$ 87,528.27
Repair for exhaust fan at the Blower Building		Fuel relief August 2023			
IIA Lifting Services, Inc.	\$ 2,878.86	Latah Sanitation (ACH Payment)	\$ 228,599.72		
Sewer plant inspection - including vehicles #1-04, 1-13 & 1-14		Monthly LSI Billing for August 2023			\$ 1,299,336.91
John Deere Financial	\$ 5,727.73		\$ 359,552.02		
Diagnose and repair oil leak in Ball Field mower #7-32 (Recreation)					
Motorola Solutions, Inc.	\$ 22,335.00				
Motorola Solutions - Spillman 2022 True Up					
POE Asphalt Paving, Inc.	\$ 14,000.00	<u>Supplies</u>			
Logan/Hunter: Remove existing failed asphalt and repave		Consolidated Supply Co.	\$ 15,686.47	Heart of the Arts	\$ 10,750.00
Roto Rooter Service	\$ 6,250.00	Re-stock on inventory for Water Department		Infosend, Inc.	\$ 3,775.20
SE Lift Station Pumping		Enviro-Clean Equipment, Inc.	\$ 3,454.13	City of Pullman	\$ 100,000.00
Viva Cleaning Company	\$ 4,105.48	Headsets		U of I - Mayor's Golf Tournament	\$ 8,189.63
WRRF, Water Ops, Magyar-janitorial services August		Oxarc, Inc.	\$ 3,936.52	Alta Science and Engineering, Inc.	\$ 12,219.00
Viva Cleaning Company	\$ 3,500.00	Chlorine and SO2		Skyhawks Sports Academy	\$ 4,051.00
Parks restrooms-August		Premier Industries	\$ 3,475.00	Inland Oasis-West Side Food Pantry	\$ 2,579.35
Blue Logix, LLC	\$ 3,058.00	Playground bark			
Wastewater Scada Screen Upgrade		Rubberway, Inc.	\$ 3,740.56		
Clements, Brown & McNichols, P.A.	\$ 5,180.00	Turf for Milton Arthur Playground			
Attorney fees for utility billing lawsuit		Thatcher Company of Montana	\$ 10,686.94	<u>ACH Wells Fargo</u>	
Evcar, Inc.	\$ 4,549.89	Aluminum Sulfate		Commercial Card Expense - September 1st	\$ 15,322.35
Janitorial services for multiple City locations		Whitney Equipment, Co.	\$ 2,795.42	Commercial Card Expense - September 9th	\$ 11,889.66
GG Gutters, Inc.	\$ 3,069.66	Valves for repairs on sewer		Commercial Card Expense - September 15th	\$ 14,580.97
Custodial Services MPD, HIRC & EYC Sept 1-15		Wintergreen Corporation	\$ 3,560.92	Commercial Card Expense - September 22nd	\$ 9,800.25
Phillip R. Stradley	\$ 6,531.73	Downtown lights			\$ 51,593.23
Downtown fountain & Mountain view basbeall fields booster		Enviropax, Inc.	\$ 34,225.00		
Phillip R. Stradley	\$ 2,978.50	Basin Mixers (Budgeted item)		<u>Capital Outlay- Improvements</u>	
Restroom stall for dewatering building toilet		Enviropax, Inc.	\$ 33,580.00	BBC, LLC	\$ 1,068,210.00
Rain for Rent	\$ 12,154.14	Basin Mixers (Budgeted item)		Edington Subdivision-Conestoga Dr Extension	
South East Lift Station Emergency Repair		Granich Engineered Products, Inc.	\$ 2,896.30	Doolittle Holdings, LLC	\$ 477,971.68
SynTier Engineering, Inc.	\$ 2,500.00	Repair parts for South East Lift Station		Pay App 1 for the AR Chip Seal 2023 Project	
Analysis for Woodbury Frontage Improvement on the N Mtn View Rd Curve		H.D Fowler Company	\$ 9,972.83	Geoprofessional Innovation Corporation	\$ 4,706.50
Blue Logix, LLC	\$ 18,000.00	Supplies & gate valves for C.St hydrant, hydrant replacements at Thatuna & Jefferson		Pullman HWY Transmission Water Main General Testing	
Wastewater Scada Screen Upgrade		LN Curtis & Sons	\$ 6,542.22	Sprenger Construction	\$ 9,542.51
Best Western Plus University Inn	\$ 2,976.00	New nozzles		Pay App 4 for Mountain View Restroom Renovation	
FY23 Food for resident prog 75th anniv event		Uline	\$ 5,214.97	D & L Supply Company	\$ 7,215.00
Fisher Systems, Inc.	\$ 4,090.73	Cabinet & parts bins for the filter plant		Man hole lids and ring and catch basin lids	
FS3 - Fire alarm panel install		Consolidated Supply Co.	\$ 12,287.15	Ferguson Waterworks	\$ 4,307.91
GG Gutters, Inc.	\$ 3,069.66	1" and 2" restock of service brass		Pipe couplers and joints	
PD, RD, YC Janitorial services - Sept. 16-30		Galls, LLC	\$ 5,180.30	Selway Construction Group, LLC.	\$ 42,000.00
Great West Engineering, Inc.	\$ 9,225.69	General Equipment order		Nelson Avenue Improvements 2023	
Landfill Closure Planning		Phillip R. Stradley	\$ 3,084.19	Welch-Comer Engineers	\$ 54,800.00
Great West Engineering, Inc.	\$ 3,697.00	Headworks Screen		Lilly Street Recon - August Invoice 2023 - Task 1 and EXP	
Landfill Closure Planning		Phillip R. Stradley	\$ 47,250.63		\$ 1,668,753.60
Huber Technology, Inc.	\$ 23,740.00	Spare well motor for Well #6			
Huber Technology		Phillip R. Stradley	\$ 9,358.40	<u>Capital Outlay</u>	
Phillip R. Stradley	\$ 6,176.60	Spare pump for Well #6		Ascorp, Inc. dba/DEBCO	\$ 513,820.05
Mail LS Level Controls		Oxarc, Inc.	\$ 3,383.38	Pay App 2 for Pullman Hwy Transmission Water Main	
Motorola Solutions, Inc.	\$ 2,747.72	Chlorine and SO2		Consolidated Supply Co.	\$ 12,128.88
APX4500 Enhanced VHF Mobile + APX O2 CH (GREY) + Accessories		Stoneway Electric Supply	\$ 3,009.83	2" setters for Nelson/Alturas	
Cherle Patricia Poulson	\$ 3,190.50	Light Pole by IPS		Consolidated Supply Co.	\$ 6,772.14
Tone and Stretch Summer/Fall session 2023			\$ 223,321.16	Ridgeview Addition services	
Viva Cleaning Company	\$ 4,105.48			Big Sky Development, Inc.	\$ 264,308.43
WRRF, Water Ops, Magyar-janitorial services September		<u>Minor Equipment</u>		Pay App 2 for the Lincoln South of Public Sewer Project 2023	
Viva Cleaning Company	\$ 3,500.00	Uniform2Gear, Inc.	\$ 7,288.96	Blue Logix, LLC	\$ 5,289.00
Parks restrooms-September		SRT vests for Tesdahl, Patton, Morris and Rosendahl		Programming for the Indian Hills Booster Station	
Ziply Fiber	\$ 5,141.54	Gropp, LLC	\$ 11,115.00	J-U-B Engineering, Inc.	\$ 6,225.52
PRI phone lines and long distance September		AC & Heater replacement for the Distribution office		Booster Station Phase II - Task 2 August 2023	
		Phillip R. Stradlev	\$ 10,527.78	McKinney Construction	\$ 11,768.62
		Sump pump for the Filter Plant		Milton Arthur Park Playground Installation Pay App#3	
	\$ 196,815.90			Raindrop Sprinklers, Inc.	\$ 4,975.00
			\$ 28,931.74	Sprinkler Modifications for the HLAC 2023	
				Consolidated Supply Co.	\$ 11,292.43
				2" meter settes for Nelson (3) and Edgington (2)	
					\$ 836,580.07

		Major Expenditures		of the total expenditures of	
Large Expenditures		\$ 4,893,977.08	97%		\$5,042,126.72
Enviropax, Inc.	\$ 34,225.00	City of Pullman	\$ 100,000.00	Selway Construction Group, LLC.	\$ 42,000.00
Basin Mixers (Budgeted item)		ID Airport Aid Program State FY23 funds		Nelson Avenue Improvements 2023	
Enviropax, Inc.	\$ 33,580.00	BBC, LLC	\$ 1,068,210.00	Welch-Comer Engineers	\$ 54,800.00
Basin Mixers (Budgeted item)		Edington Subdivision-Conestoga Dr Extension		Lilly Street Recon - August Invoice 2023 - Task 1 and EXP	
Phillip R. Stradley	\$ 47,250.63	Doolittle Holdings, LLC	\$ 477,971.68	Ascorp, Inc. dba/DEBCO	\$ 513,820.05
Spare well motor for Well #6		Pay App 1 for the AR Chip Seal 2023 Project		Pay App 2 for Pullman Hwy Transmission Water Main	
Big Sky Development, Inc.	\$ 264,308.43				
Pay App 2 for the Lincoln South of Public Sewer Project 2023					

Large Expenditures total: \$2,636,165.79

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, October 9, 2023



AGENDA ITEM TITLE

Woodbury 1st Addition Development Agreement Amendment (ACTION ITEM) - Todd Drage

RESPONSIBLE STAFF

Todd Drage, Engineering Technician

ADDITIONAL PRESENTER(S)

DESCRIPTION

Woodbury Land LLC, has submitted to the City a request to modify the phasing for the Woodbury 1st Addition Subdivision. The final plat, titled Woodbury 1st Addition, and the Development Agreement for the Addition was approved by City Council on Monday, October 17, 2022. Section X - Phasing, in the original agreement contained a figure that detailed 17 single family lots being included in a 1st phase, 17 single family lots included in a 2nd phase, and then the remaining 45 lots being included in a 3rd phase. The agreement amendment provides a new figure, detailing 22 lots being included in the 1st phase and the remaining 57 lots in a 2nd phase. Additionally, this amendment requires off-site public improvements to Mountain View Road to be completed in the 1st phase; however, it allows 15 building permits to be issued prior to the completion of the off-site improvements. The amendment to the agreement with the original agreement included as an attachment to the amendment has been included with this packet.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Development Agreement amendment with Woodbury Land LLC for the Woodbury 1st Addition; or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of the Development Agreement amendment with Woodbury Land LLC for the Woodbury 1st Addition.

OTHER RESOURCES

n/a

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Amendment to Development Agreement - Woodbury 1st Addition_final

AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN WOODBURY LAND LLC
AND CITY OF MOSCOW, IDAHO

THIS AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN WOODBURY LAND LLC AND CITY OF MOSCOW, IDAHO (hereinafter "Amendment") is entered into this _____ day of _____, 2023, by and between Woodbury LLC, whose current address is 1004 Dairy Lane, Moscow, Idaho, 83843, being the Developer of real property as described in the Development Agreement (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY");

WITNESSETH:

WHEREAS, DEVELOPER wishes to amend, and CITY agrees to amend, the Development Agreement Between Woodbury Land LLC and City of Moscow, Idaho for the Woodbury 1st Addition Subdivision, executed on November 16, 2022, attached as Attachment "A" (hereinafter "Agreement"); and

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

NOW, THEREFORE, DEVELOPER and CITY agree that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following amendments of the Agreement:

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

X. PHASING:

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

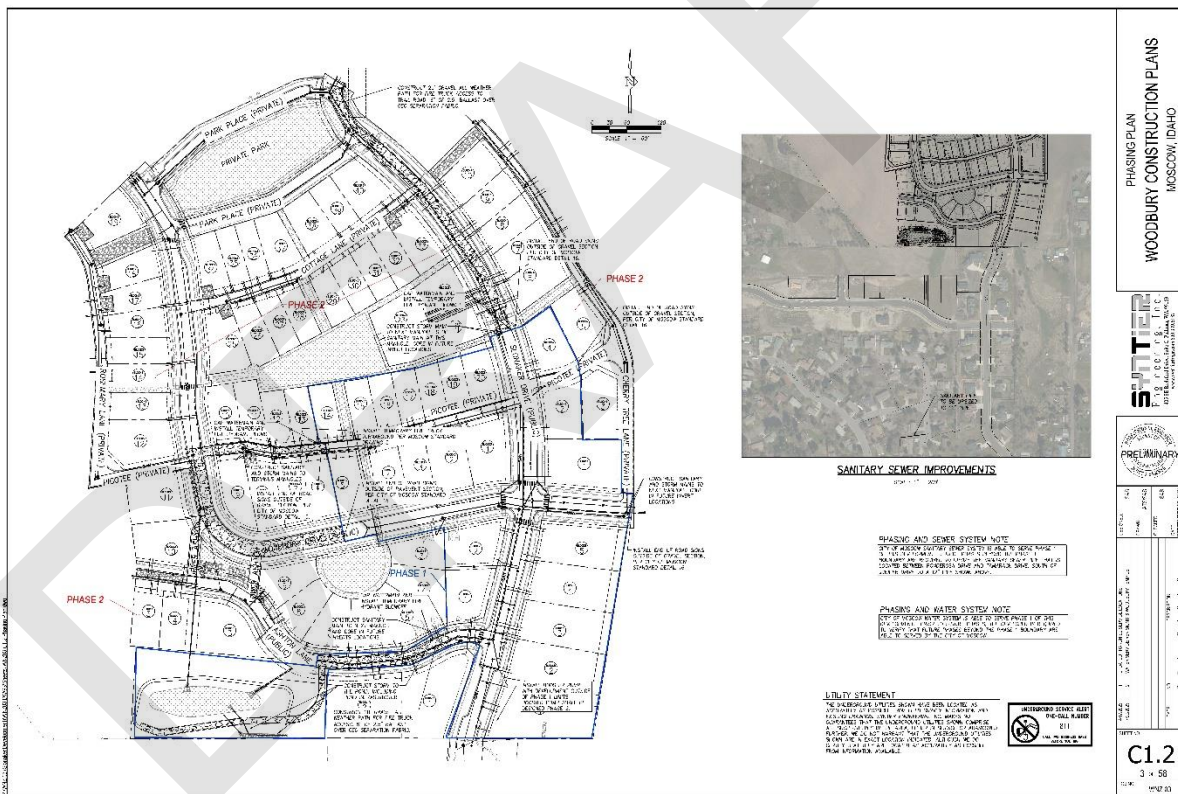
1. Phase I – Completion of the Mountain View Road turning lane and Mountain View Road widening and public improvements described in Section II. B and C of this Agreement. Additionally, all public improvements and appurtenances shown as Phase I on the Phasing Plan included as Attachment "C", and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II. A of this Agreement. Upon completion of the public improvements as described in Section II. A. of this Agreement, DEVELOPER is authorized to obtain up to 15 building permits within the Phase I boundary prior to the full completion of the Mountain View Road turning lane and Mountain View Road widening and public improvements described in Section II. B and C of this Agreement.

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

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

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

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



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

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

I, Mark Wintz, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Woodbury Land LLC to this Amendment.

DEVELOPER:

Woodbury Land LLC

CITY:

City of Moscow, Idaho

Mark Wintz, Manger

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

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

Notary Public for the State of Idaho

Residing at _____

My commission expires _____

Attachment "A"

DEVELOPMENT AGREEMENT BETWEEN WOODBURY LAND LLC AND CITY OF MOSCOW, IDAHO

NO. 626804
AT THE REQUEST OF
City of Moscow
DATE & HOUR
11/18/22 4:29 pm
TONYA DODGE
LATAH COUNTY RECORDER
FEE \$ 25 BY: [Signature]

THIS DEVELOPMENT AGREEMENT BETWEEN WOODBURY LAND LLC AND THE CITY OF MOSCOW, IDAHO is entered into this 18th day of November, 2022, by and between Woodbury Land LLC, whose address is 1004 Dairy Lane, Moscow Idaho, 83843 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY");

WITNESSETH:

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

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

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

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

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

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

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

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

I. PROPERTY AFFECTED.

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

LAND DESCRIPTION

DESCRIPTION OF A PORTION OF PARCELS 3 AND 7 AS DESCRIBED IN QUITCLAIM DEED RECORDED UNDER INSTRUMENT NO. 460076, RECORDS OF LATAH COUNTY, SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4 AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5 OF TOWNSHIP 39 NORTH, RANGE 5 WEST, B.M., LATAH COUNTY, STATE OF IDAHO, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, SAID POINT BEING NORTH 00°33'28" WEST A DISTANCE OF 1322.72 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 4;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5 SOUTH 89°42'12" WEST A DISTANCE OF 340.66 FEET;

THENCE DEPARTING SAID NORTH LINE NORTH 03°36'03" EAST A DISTANCE OF 160.19 FEET;

THENCE NORTH 84°54'56" WEST A DISTANCE OF 10.83 FEET;

THENCE NORTH 04°59'10" EAST A DISTANCE OF 115.14 FEET;

THENCE NORTH 07°58'57" EAST A DISTANCE OF 20.00 FEET

THENCE NORTH 07°43'37" WEST A DISTANCE OF 150.95 FEET;

THENCE SOUTH 78°51'24" WEST A DISTANCE OF 65.33 FEET;

THENCE NORTH 03°50'28" EAST A DISTANCE OF 173.73 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID TANGENT CURVE TO THE LEFT WITH A RADIUS THAT BEARS NORTH 86°09'32" WEST A DISTANCE OF 490.00 FEET, A CENTRAL ANGLE OF 10°28'49", LONG CHORD BEARING NORTH 01°23'57" WEST A DISTANCE OF 89.50 FEET, AN ARC LENGTH OF 89.63 FEET;

THENCE NORTH 06°38'21" WEST A DISTANCE OF 90.81 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID TANGENT CURVE TO THE LEFT WITH A RADIUS THAT BEARS SOUTH 83°21'39" WEST A DISTANCE OF 140.00 FEET, A CENTRAL ANGLE OF 38°38'47", LONG CHORD BEARING NORTH 25°57'45" WEST A DISTANCE OF 92.65 FEET, AN ARC LENGTH OF 94.43 FEET;

THENCE NORTH 55°47'32" EAST A DISTANCE OF 20.33 FEET;

THENCE NORTH 46°24'49" EAST A DISTANCE OF 110.00 FEET;

THENCE NORTH 46°14'08" EAST A DISTANCE OF 60.00 FEET;

THENCE SOUTH 42°30'42" EAST A DISTANCE OF 14.43 FEET;

THENCE NORTH 47°25'44" EAST A DISTANCE OF 93.50 TO THE
 BEGINNING OF A TANGENT CURVE TO THE RIGHT;
 THENCE ALONG SAID TANGENT CURVE TO THE RIGHT WITH A
 RADIUS THAT BEARS SOUTH 42°34'16" WEST A DISTANCE OF 72.00
 FEET, A CENTRAL ANGLE OF 17°30'38", LONG CHORD BEARING
 NORTH 56°11'03" EAST A DISTANCE OF 21.92 FEET, AN ARC LENGTH
 OF 22.00 FEET;
 THENCE NORTH 64°56'22" EAST A DISTANCE OF 171.36 TO THE
 BEGINNING OF A TANGENT CURVE TO THE RIGHT;
 THENCE ALONG SAID TANGENT CURVE TO THE RIGHT WITH A
 RADIUS THAT BEARS SOUTH 25°03'38" EAST A DISTANCE OF 72.00
 FEET, A CENTRAL ANGLE OF 24°13'56", LONG CHORD BEARING
 NORTH 77°03'21" EAST A DISTANCE OF 30.22 FEET, AN ARC LENGTH
 OF 30.45 FEET;
 THENCE NORTH 89°10'19" EAST A DISTANCE OF 24.71 FEET;
 THENCE NORTH 32°35'45" EAST A DISTANCE OF 9.59 FEET;
 THENCE SOUTH 55°45'07" EAST A DISTANCE OF 60.02 FEET;
 THENCE SOUTH 32°35'45" WEST A DISTANCE OF 9.10 FEET;
 THENCE SOUTH 28°57'37" EAST A DISTANCE OF 30.22;
 THENCE SOUTH 52°27'41" WEST A DISTANCE OF 45.94 FEET TO THE
 BEGINNING OF A TANGENT CURVE TO THE RIGHT;
 THENCE ALONG SAID TANGENT CURVE TO THE RIGHT WITH A
 RADIUS THAT BEARS SOUTH 37°32'19" WEST A DISTANCE OF 730.00
 FEET, A CENTRAL ANGLE OF 08°42'04", LONG CHORD BEARING
 SOUTH 48°06'39" EAST A DISTANCE OF 110.75 FEET, AN ARC LENGTH
 OF 110.86 FEET;
 THENCE NORTH 45°24'27" EAST A DISTANCE OF 89.66;
 THENCE NORTH 46°22'47" EAST A DISTANCE OF 40.35 FEET TO THE
 BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
 THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT WITH A
 RADIUS THAT BEARS SOUTH 46°09'34" WEST A DISTANCE OF 860.00
 FEET, A CENTRAL ANGLE OF 18°56'24", LONG CHORD BEARING
 SOUTH 34°22'14" EAST A DISTANCE OF 282.99 FEET, AN ARC LENGTH
 OF 284.28 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE
 LEFT;
 THENCE ALONG SAID REVERSE CURVE TO THE RIGHT WITH A
 RADIUS THAT BEARS NORTH 66°57'23" EAST A DISTANCE OF 190.00
 FEET, A CENTRAL ANGLE OF 13°35'10", LONG CHORD BEARING
 SOUTH 29°50'12" EAST A DISTANCE OF 44.95 FEET, AN ARC LENGTH
 OF 45.05 FEET;
 THENCE SOUTH 36°41'44" EAST A DISTANCE OF 84.59 FEET TO THE
 BEGINNING OF A TANGENT CURVE TO THE RIGHT;
 THENCE ALONG SAID TANGENT CURVE TO THE RIGHT WITH A
 RADIUS THAT BEARS SOUTH 53°10'04" WEST A DISTANCE OF 110.00
 FEET, A CENTRAL ANGLE OF 20°57'32", LONG CHORD BEARING

SOUTH 26°12'58" EAST A DISTANCE OF 40.01 FEET, AN ARC LENGTH OF 40.24 FEET;

THENCE SOUTH 15°44'12" EAST A DISTANCE OF 28.73 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID TANGENT CURVE TO THE RIGHT WITH A RADIUS THAT BEARS SOUTH 74°15'48" WEST A DISTANCE OF 110.00 FEET, A CENTRAL ANGLE OF 15°34'53", LONG CHORD BEARING SOUTH 07°56'45" EAST A DISTANCE OF 29.82 FEET, AN ARC LENGTH OF 29.91 FEET;

THENCE SOUTH 00°09'19" EAST A DISTANCE OF 213.19 FEET;

THENCE SOUTH 00°09'19" EAST A DISTANCE OF 60.24 FEET;

THENCE NORTH 85°02'10" WEST A DISTANCE OF 11.16 FEET;

THENCE SOUTH 09°17'54" WEST A DISTANCE OF 369.47 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF AFOREMENTIONED SECTION 4;

THENCE ALONG SAID NORTH LINE NORTH 89°49'43" WEST A DISTANCE OF 460.08 FEET TO THE POINT OF BEGINNING.

CONTAINING: 898,545 SQUARE FEET OR 20.63 ACRES OF LAND, MORE OR LESS.

II. PUBLIC IMPROVEMENTS.

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

- A. Water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans; and
- B. Widening and frontage improvements to Mountain View Road to improve the road to the CITY's Minor Arterial Standard defined by City of Moscow Standard Construction Drawing Number 1f. The extents of the widening and frontage improvements are on the eastern and southern side of Mountain View Road from the current northern property line at 1714 East F Street, to the eastern extent of the intersection of Mountain View Road and Slonaker Drive, all in accordance with CITY Standards and in accordance with approved engineering plans; DEVELOPER shall be responsible for completion of the design and fifty percent (50%) of the design and construction costs associated with the improvements; and
- C. Construction of a left turn lane from eastbound Mountain View Road onto Slonaker Drive, all in accordance with CITY Standards and in accordance with approved engineering plans; and

- D. The CITY has identified in the Will Serve Letter included as Attachment A that additional water and sewer infrastructure will be required to serve certain portions of the Woodbury 1st Addition. The developer shall design and construct all necessary infrastructure to address the constraints and issues identified in the Will Serve Letter, and will not proceed until said infrastructure is completed, installed, and accepted by the City for each phase of the Woodbury 1st Addition all in accordance with CITY Standards and in accordance with approved engineering plans.

III. TERM.

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

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

IV. CITY'S COVENANT.

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

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

V. DEVELOPER'S COVENANT.

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

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

VI. SECURITY FOR IMPROVEMENTS.

In lieu of DEVELOPER's construction and installation of all public improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Section 5-1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's development. If DEVELOPER fails to complete installation of the public improvements as required by CITY within twelve (12) months from the date of the issuance of the first building permit in the development, CITY may utilize the security and cause the improvements to be made and CITY may cause improvements to be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement. Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY.

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

If for any reason the security for such improvements shall be withdrawn by DEVELOPER or the security or financial institution, or the value or terms thereof shall be compromised in any way, CITY shall immediately cease issuing building permits and shall revoke any

building permits and/or occupancy permits issued pursuant to the terms contained herein, and further, DEVELOPER shall hold CITY harmless for any and all causes of action or damages alleged to have been sustained because of the revocation of such building permits. If any building permits and/or occupancy permits are revoked pursuant to this Section, such building permits and/or occupancy permits shall be re-issued upon receipt by CITY of new or additional security as required herein.

VIII. WARRANTY.

- A. All required public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).
- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.
- C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the City Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or shall name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.
- D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.
- E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION.

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

The required parkland dedication for the Woodbury 1st Addition is 0.65 acres. The parkland dedication for this Addition has been deferred to a future Addition per the City of Moscow Parks and Recreation Commission's recommendation, and upon mutual agreement and as proposed by DEVELOPER as detailed in DEVELOPER's letter dated August 18, 2021 and attached as Exhibit B to the Attached, Attachment B. The deferred parkland dedication will comprise of a natural area comprised of approximately 133,793 SF (3.07 acres) and a 49,493 SF (1.14 acres) area that total 183,256 F (4.2 acres) for open space that will include grading, a detention basin, and a ten-foot (10') wide gravel (pathway base) pathway provided by DEVELOPER, as detailed in Attachment B, and which are fully incorporated into this Agreement.

X. PHASING.

Pursuant to the approval of the Moscow City Council, DEVELOPER may develop the real property described herein in the following three (3) Phases.

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

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

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

XI. AS-CONSTRUCTED DRAWINGS.

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

XII. FAILURE TO COMPLY.

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

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

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

XIV. OCCUPANCY.

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

XV. VENUE AND ATTORNEY FEES.

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

XVI. MODIFICATION.

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

XVII. COVENANTS TO RUN WITH LAND.

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

XVIII. NOTICES.

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

DEVELOPER

Woodbury Land LLC
1004 Dairy Lane
Moscow, ID 83843
Phone: 208-596-5555

CITY

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

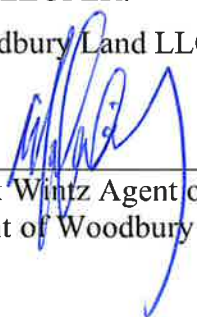
XIX. UNDERSTANDING.

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

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

DEVELOPER:

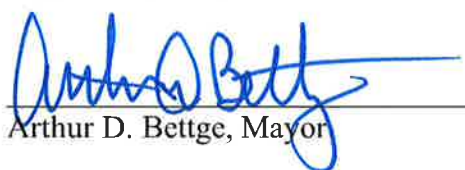
Woodbury Land LLC



Mark Wintz Agent of Wintz Company LLC,
Agent of Woodbury Land LLC

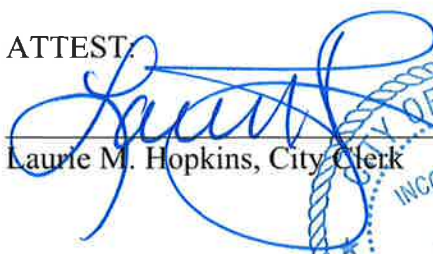
CITY:

City of Moscow, Idaho



Arthur D. Bettge, Mayor

ATTEST:



Laurie M. Hopkins, City Clerk



STATE OF IDAHO)
) ss:
 COUNTY OF LATAH)

On this 10th day of November, 2022, before me, the undersigned, a Notary in and for said State, personally appeared Mark Wintz known to me to be the Authorized Registered Agent of Wintz Company LLC, the Authorized Registered Agent of Woodbury Land LLC who is the owner of the affected property.

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



Corey O'Brien
 NOTARY PUBLIC Idaho
 Residing at Latah
 My Commission 8/15/2025

Attachment A



Heart of the Arts

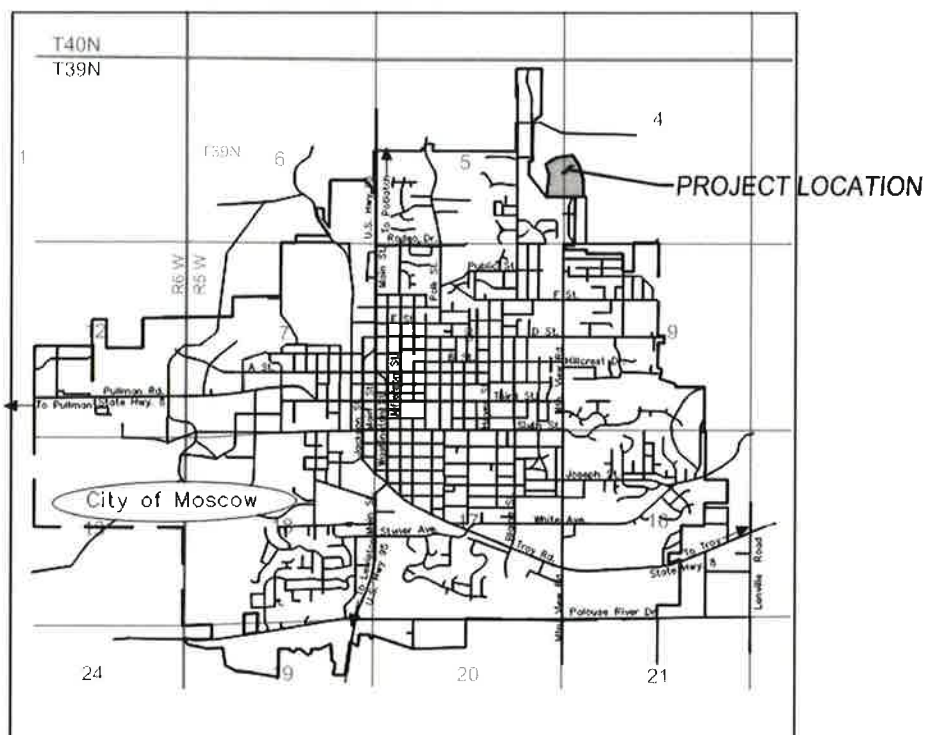
September 14, 2022

Mark Wintz
Woodbury Land LLC
1004 Dairy Lane
Moscow, ID 83843

Re: **"Will Serve" & "As-Built" Notice for the Woodbury 1st Addition**

To Whom It May Concern:

This letter is notice that the City of Moscow (City) will provide water and sewer services to the Woodbury 1st Addition Subdivision and upon completion of a one-year warranty period will assume ownership of, operate, and maintain the associated infrastructure as currently designed. The Woodbury 1st Addition (Addition), as shown on Figure 1 below, is located at the northeast edge of Moscow's City limits.

Figure 1: Woodbury 1st Addition Location

As currently designed, Woodbury 1st Addition is comprised of 72 single-family (SF) lots and 7 residential office (RO) lots. The Addition is currently proposed as being completed in three phases with 17 SF lots in Phase I, 17 SF lots in Phase II, and the remaining lots in a 3rd phase. Figure 2 below provides the general layout of the Addition as designed in Syntier Engineering Inc.'s civil design plan set, dated September 1, 2022.

Water System Analysis

To evaluate the proposed addition in regards to the city's ability to provide water services, the City's Comprehensive Water System Plan (CWSP) was used.

Arthur D. Bettge
Mayor

Sandra Kelly
Council President

Maureen Laflin
Council Vice-President

Hailey Lewis
Council Member

Julia Parker
Council Member

Gina Taruscio
Council Member

Anne Zabala
Council Member

Bill Belknap
City Supervisor

City of Moscow, City Hall
c/o Bill Belknap, City Supervisor
206 East 3rd Street
P.O. Box 9203
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Hearing Impaired (208) 883-7019



Additionally, the city consulted with HDR Engineering who utilized the City's existing hydraulic model to evaluate the proposed new infrastructure and water demand. The model was used to evaluate whether the City's current water infrastructure could provide the development fire hydrant flow while maintaining a minimum distribution pressure of (+) twenty (20) pounds per square inch (psi). The model was also used to verify that an acceptable minimum pressure of 40 psi during typical demand conditions could be maintained throughout the Addition.

It should be noted that Moscow's current water system has been modified a bit since the adoption of the CWSP. Present water storage and well capacity statistics are as follows:

- 4.5 million gallons of storage; derived from the accumulated volumes of three reservoirs: 2 million; 2 million; 0.5 million.
- Six supply wells able to produce 9,600 gpm.

Moscow's yearly daily average water usage = 2.3 million gallons; peak day usage = 4.9 million gallons. The system is operated to maintain 2.0 million gallon minimum storage.

The 1st Addition's average daily demand on the City's water supply is estimated to be 0.0195 million gallons per day (gpd). This estimate was derived from the developed acreage of the property and the water use factor specified in the CWSP. The table below provides the details of this estimate.

Table 1: Woodbury 1st Addition Water Demand

Demographic	Usage ¹	Water Use Factor (gpd ² /Unit)	Number of Units	Total (gpd)	Million (gpd)
Single family Dwelling Units	247	gpd/unit	79	19,513	0.0195
Duplex Dwelling Units	100	gpd/unit	-	-	-
Multi-family Dwelling Units	126	gpd/unit	-	-	-
Mobile Home Dwelling Units	40	gpd/unit	-	-	-
Developed non-residential acres	444	gpd/acre	-	-	-
TOTAL				19,513	0.0195
1) Usage rates obtained from CWSP table 4-10					
2) gpd = Gallons per day					

As detailed in the 4-water modeling technical memorandums attached to this letter, HDR's modeling results show the City of Moscow can serve peak water supply demand while maintaining the required minimum distribution pressure and fire flow for the proposed Woodbury 1st Addition for water service connections below an elevation of 2,681 feet (ft). For water service connections above 2,681 feet, a small booster pump station (BPS) will be required to be constructed to boost the pressures to the required minimum 40 psi. Syntier Engineering's construction plans have phased the 1st Addition to allow construction of the lots below 2,681 ft in the first two phases of the development and then, to construct the required BPS for the phase where the higher elevation lots require boosting.

Relying on the water modeling analysis, the City is able to verify that the necessary steps are taken to be able to serve the Addition. The City is able to





require in the phasing portion of the Addition's Development Agreement that a BPS is designed and constructed prior to the City issuing building permits for the any lots where the service connections are above elevation 2,681 ft.

Sewer System Analysis

The City has reviewed Syntier Engineering's civil design plan set, which details sewage from the development property gravity flowing to the City's existing gravity infrastructure which then gravity flows through existing City sewer mains to eventually arrive at the City's Waste Water Treatment Facility (WWTF). The orange clouding shown on Figure 3 below provides the path from the Addition to the WWTF.

To analyze the City's capability to take on the additional sewage generated from the Addition, the capacity of the sewer system downstream of the Addition and the capacity at the City's Waste Water Treatment Facility (WWTF) is required. To analyze the sewer system from the Addition to the WWTF the City's Facility Plan titled "*City of Moscow, Idaho Comprehensive Sewer System Plan*" (CSSP) that was developed to satisfy IDAPA 58.01.16.410 was used. The CSSP is the document that the City has used since its' completion in 2011 to identify existing collection system deficiencies, determine future needs, and develop a vision for the future collection system with an implementation strategy. The analysis discussed below, and any section, figure, table, and page numbers referenced are cited from the City's 2011 CSSP. A link to the City's website where a copy of the CSSP can be found below the signature line of this letter.

To analyze future potential development like the Woodbury 1st Addition, areas of development were identified in the CSSP within growth horizon scenarios projected out 5, 20, and 50 years into the future. With these future development areas and time horizons identified, the CSSP modeled the impacts of these future developments on the City's sewer system's capacity. As described in CSSP Section 6.2, the modeled results and the corresponding sewer system's capacity were illustrated throughout the CSSP with color coded capacity usage as a percentage of maximum capacity. From this growth versus system capacity model analysis, a list of sewer system improvements was developed by identifying areas where future development would exceed the current system's capacity. This list is provided in CSSP table 6.3, and the priorities impacting the Woodbury 1st Addition property are provided in Table 2 below.

Table 2: CSSP Table 6.3 – Development Levels Triggering Improvements

Priority	Improvement/Location	Additional Upstream ERUs
1a	36" Paradise Creek Interceptor to Wastewater Treatment Plant	0
1a	30" Paradise Creek Interceptor extension Connect "Dry Line" (along Troy Hwy)	0
1b	Troy Road / White Avenue Interceptor	0
2a	Misc. "Maintenance" Pipes	0

The area encompassing the Woodbury 1st Addition was incorporated in the 50-year future growth horizon development as illustrated on CSSP Appendix Page 177 and included here as Figure 3 below. Figure 3, provides the color-coded pipe



capacity model analysis for the City's sewer system under the 50-year future-growth model scenario with Priority 1a, 1b and 3, system improvement projects completed (in other words the City's sewer system was modeled as though priority projects 1a and 1b and 3 had been completed). Since the completion of the CSSP, priorities 1a and 1b were completed as the CSSP advised. In addition to the completion of priorities 1a and 1b two segments of sewer main along the Woodbury 1st Addition sewer flow path were identified as "surcharged" at the 50-year growth scenario as shown highlighted in red on figure 3 below.

One of the segments, "Mountain View Road near 7th" was identified in the CSSP as a Capital Improvement Project (see CSSP PDF page 193) because it was originally constructed with a near "flat" slope. This Project was completed in 2015 as advised in the CSSP.

The other segment, "Thatuna Ave & Juniper" was identified in the CSSP as a Capital Improvement Project (see CSSP PDF page 194) again because of a segment of pipe with "low or flat slope". The CSSP advised that the location be investigated to determine the feasibility of correcting the slope and stated that increased maintenance through accelerated cleaning schedules may be a desired alternative to replacement. Upon investigation and monitoring, the City determined that this location had excess capacity and did not pose adverse impacts due to surcharge. Since the completion of the CSSP, an increased inspection and maintenance schedule has been used. Currently, this segment serves 23 equivalent residential units (ERU). Based on field observations of the sewer main segment, the City has determined that the increased inspection and maintenance schedule can be used to serve the additional 34 ERUs planned to contribute from Phase I and II of Woodbury 1st Addition. For Phase III and future Additions however, this segment identified in Capital Project CSSP page 194 will need to be replaced.

For the final sewer capacity component, the City has verified that Moscow's Waste Water Treatment Facility has the capacity for the additional flow that this development will generate. The facility was designed for 4.0 mgd average daily flow and a peak flow of 10 mgd. The City's present average daily flow (yearly avg.) is 1.98 mgd and the present highest ever peak flow measured was 10.56 mgd during a large hydrologic event.

Ownership and As-built confirmation

The City agrees to assume ownership of, operate, and maintain the infrastructure for the Woodbury 1st Addition if and when it has been constructed per the final approved civil design plan sets and all of the conditions of the Development's Development Agreement between the City and Developer have been satisfied. The City agrees to inspect and oversee the construction of the public utilities and require the completion of "As-Built" engineering plans upon completion of the work as detailed in the Development Agreement. Upon completion and acceptance of the as-built drawings, City agrees to submit said drawings to the Idaho Department of Environmental Quality (IDEQ) for state approval and record.

Review and Approval of future Additions and Development

As HDR's water modelling memorandums indicates, additional water distribution infrastructure will be required if/when Phase III of the 1st Addition and future Additions are constructed. Additionally, as demonstrated in the CSSP, a segment





of sewer main will require correcting as a part of the 1st Addition's Phase III construction and for future Woodbury Additions. The completion of these water and sewer components prior to Phase III has been specified in Syntier Engineering's September 1st civil design plan set and will be a condition of the Woodbury 1st Addition Development Agreement. As demonstrated in this review, the City is able to provide sewer and water services to the first and second phases of the Woodbury 1st Addition and have evaluated and planned for future infrastructure upgrades to be completed with the construction of Phase III.

To ensure the City's ability to serve additional developments and additions, when additional growth occurs the City will evaluate each new addition and provide Will Serve analysis for IDEQ review and approval.

Please feel free to phone me at (208) 883-7028 or e-mail me at tdrage@ci.moscow.id.us if you have any questions.

Sincerely,

Todd Drage
Engineering Technician, City of Moscow

Cc: Scott Sumner, Syntier Engineering

Attachments: HDR Engineering's 4 Water Modelling Memos

Links: Moscow's Sewer and Water Facility Plan website link
<https://www.ci.moscow.id.us/484/Plans-Studies>



Figure 2: Woodbury 1st Addition General Layout

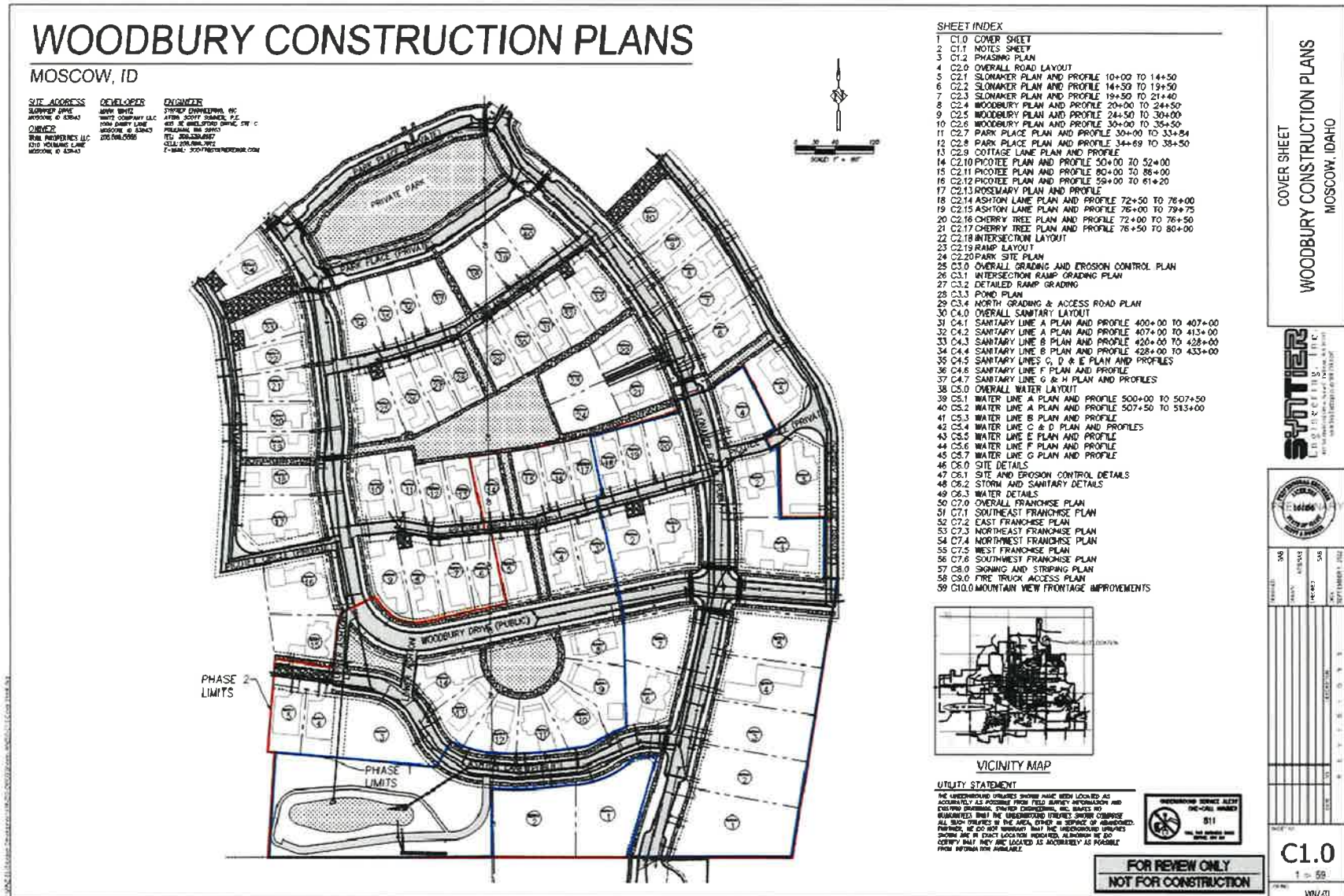
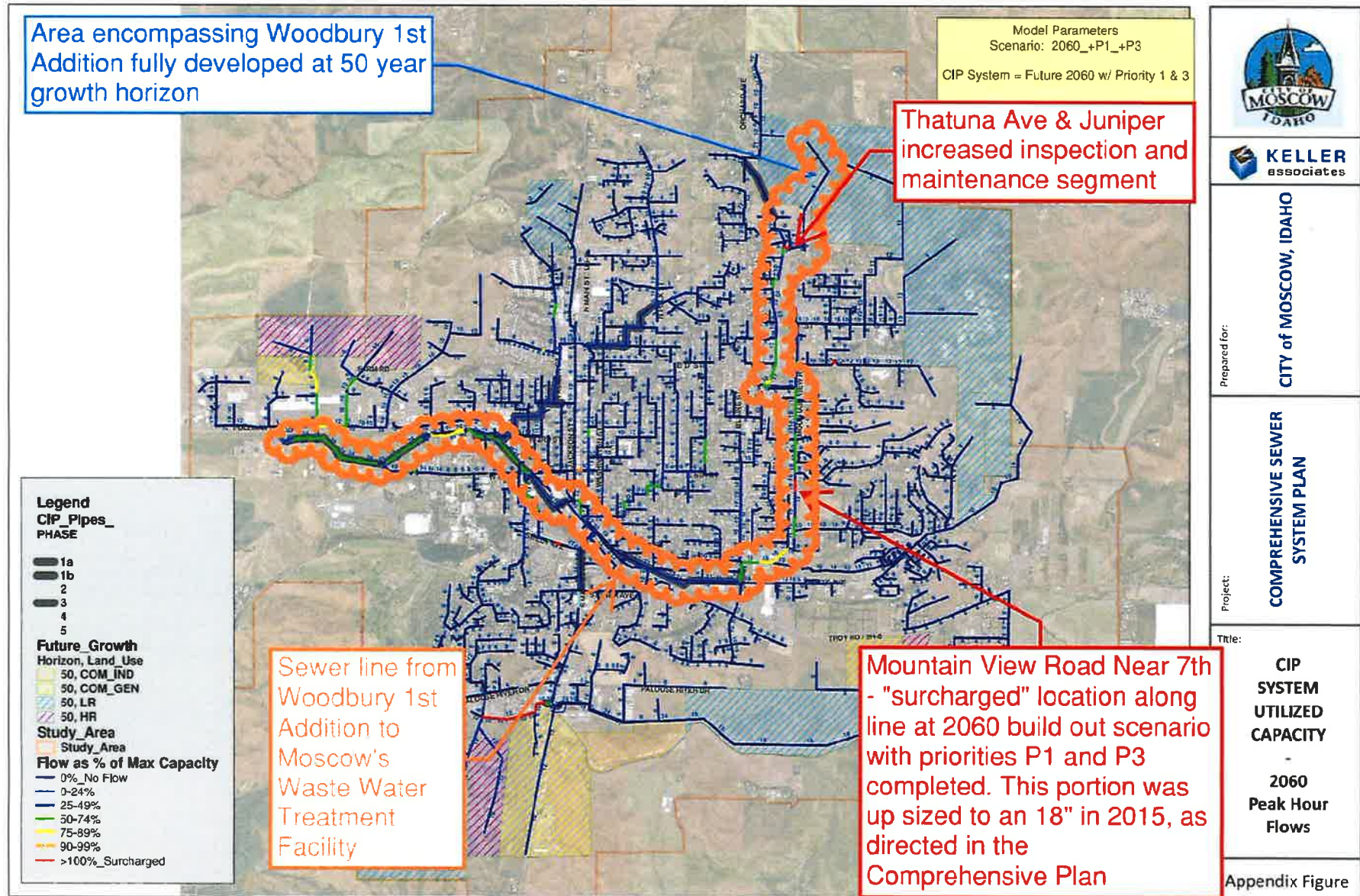


Figure 3: CSSP 50 Year Growth Horizon with Priorities Impacting the Logos Property Identified





Technical Memorandum

To: Michael Parker (City of Moscow)
From: David Kuhns (HDR)
Date: 8/23/2022
Subject: Task Order 4 – Woodbury Development 1st Addition Supply

Introduction

HDR Engineering Inc. (HDR) has previously completed three analyses related to the Woodbury Development within the City of Moscow (City). These include:

- Attachment A** • *Ponderosa – Woodbury Development Hydraulic Impacts Analysis TM (8/20/2021)* – an initial analysis to determine impacts to the water system and new Ponderosa BPS given the addition of the Woodbury Development and potential build-out area to the east.
- Attachment B** • *Task Order 4 – Updated Woodbury Analysis TM (4/21/2022)* – updated analysis of the Woodbury Development given most recent development drawings.
- Attachment C** • *Task Order 4 – Ponderosa BPS Ability to Serve Woodbury Analysis TM (2022-05-17)* – analysis of the ability for the existing Ponderosa BPS to serve the Woodbury Development

It is anticipated that the Woodbury Development will ultimately be supplied via the Ponderosa Pressure Zone via the proposed future Ponderosa Booster Pump Station (BPS). However, as the existing Ponderosa BPS may have its capacity exceeded during peak demand conditions, until the new BPS is built and online, it is planned to have the 1st Addition of the Woodbury Development supplied from the Main Pressure Zone via a feed on Slonaker Drive.

This technical memorandum (TM) summarizes the current hydraulic analysis for this condition.

Analysis

The current InfoWater Pro hydraulic model of the distribution system as maintained by HDR was utilized for the analysis. System demands included the anticipated demands of the 1st Addition of the Woodbury Development along with other anticipated developments throughout the City.

Figure 1 illustrates the available fire flow for the 1st Addition of the Woodbury Development given a direct, non-boosted connection to the Main Pressure Zone on Slonaker Drive calculated using a steady-state model run. The available fire flow is calculated as the flow available while maintaining a 20 psi pressure throughout the distribution system during peak demands with fire suppression storage depleted. The available fire flow exceeded 1,500 gpm throughout the development.

An extended period simulation (EPS) model run was completed during peak summer conditions to determine the minimum pressures seen in the development which are illustrated on Figure 2. It was found that higher elevation locations within the 1st Addition of the Woodbury Development have pressures that drop below the minimum required 40 psi. The minimum hydraulic grade line (HGL) elevation is estimated to be 2,773 feet. Given this HGL elevation, any elevation above 2,681 feet would have a pressure less than 40 psi.

To obtain adequate pressures throughout the 1st Addition of the Woodbury Development, a small BPS could be placed on the 10-inch pipe feeding the development on Slonaker Drive. As fire flows can be met without pumping, the pump station would be sized to only meet domestic (non-fire flow) demands for the 1st Addition of the Woodbury Development with a check valve or PRV feature placed parallel to the BPS for supplying fire flows. The BPS could be sized to boost by a head of 50 feet which would place the HGL similar to when the area would be fed from the future Ponderosa BPS. The BPS can also use a variable

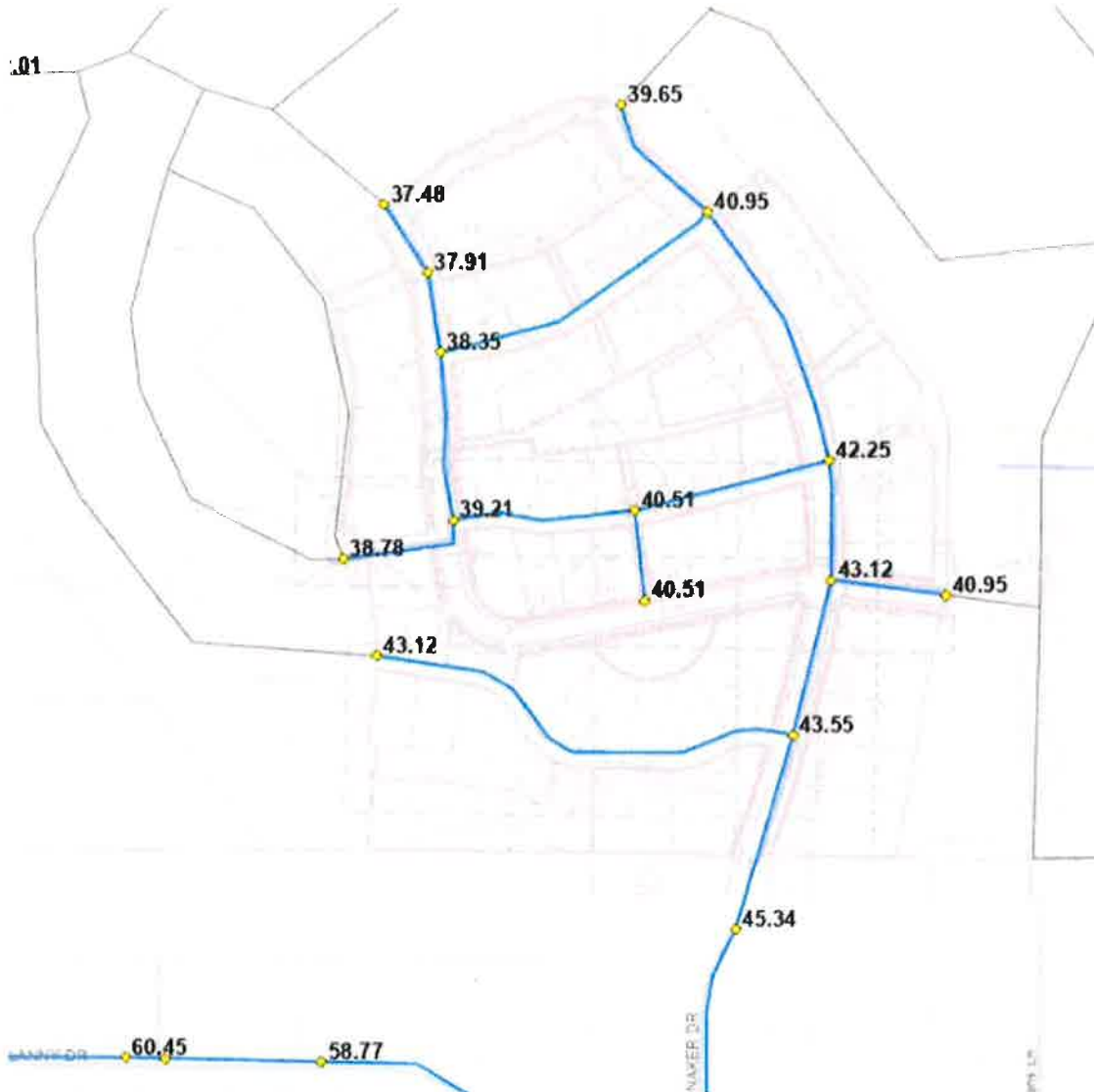
frequency drive (VFD) to maintain a downstream pressure setpoint and a hydropneumatic tank system to reduce pump starts during low demand periods.

Alternatively, for initial phases of construction, if service connections remain below an elevation of 2,681 feet, a BPS is not needed.

Figure 1. Available fire flow with a direct (non-pumping) connection to the Main Pressure Zone



Figure 2. Minimum pressures during peak demand conditions with a direct (non-pumping) connection to the Main Pressure Zone



Summary

If connecting the 1st Addition of the Woodbury Development to the Ponderosa Pressure Zone, during peak demand conditions, it is predicted that demands may exceed the capacity of the existing Ponderosa BPS and therefore cannot be served by the Ponderosa Pressure Zone until the proposed Ponderosa BPS is in place.

In the interim, the 1st Addition of the Woodbury Development can be served with a connection to the Main Pressure Zone on Slonaker Drive. A small BPS could be placed on Slonaker Drive sized for domestic (non-fire) demands while a check valve or PRV could be placed in parallel to the BPS to supply fire flows directly (without pumping) to the development.

For initial construction phases of the 1st Addition of the Woodbury Development, a BPS is not needed if service connections remain below an elevation of 2,681 feet and could have domestic and fire demands served directly from the Main Pressure Zone while meeting minimum pressure requirements.

Technical Memorandum



To: Michael Parker (City of Moscow)
From: David Kuhns, PE (HDR)
Date: August 20, 2021
Subject: Ponderosa - Woodbury Development Hydraulic Impacts Analysis

Background

The Woodbury Development is planned to be within the Ponderosa Pressure Zone within the City of Moscow (City). The Ponderosa Pressure Zone is supplied via the Ponderosa Booster Pump Station (BPS). However, the existing BPS will be replaced by a new Ponderosa BPS, the design of which has been completed by JUB Engineers, Inc. A previous hydraulic analysis identifying pump design points and system curves for the new Ponderosa BPS was completed by HDR (*Indian Hills BPS and Ponderosa BPS Hydraulic Design Points TM*, revised June 9, 2020).

The Woodbury Development was not part of the previous analysis completed. The City requested HDR to complete an initial analysis to determine impacts to the water system and new Ponderosa BPS given the addition of the Woodbury Development. That analysis is summarized in this technical memorandum (TM).

Forecasted Demands

The previous analysis for determining hydraulic design points for the new Ponderosa BPS was based on analyzing existing demands (based on 2018 meter consumption). The existing demands for the Ponderosa Pressure Zone were estimated by using the 2018 consumption measured by service meters within the pressure zone plus non-revenue demands. Non-revenue demands were assumed to be 22 percent of revenue (metered) demands similar to the total water system. 20-year forecasted demands for the zone were then estimated by using the same growth rate used for the total water system from the City's 2012 Comprehensive Water System Plan (CWSP).

The demands for the Woodbury Development were estimated based on the water use factors in the 2012 CWSP. This includes:

- Equivalent residential unit (ERU) average day demand (ADD) equal to 247 gallons per day. This is the typical metered consumption for a single family residential (SFR) connection.
- Maximum day demand (MDD) to ADD ratio of 2.2.
- Non-revenue demand equal to 22 percent of metered consumption.

The Woodbury Development is planned to initially have 74 SFR lots. At buildout, the development will have 270 SFR lots. At buildout, the development's demands are equivalent to:

- ADD = 56.5 gallons per minute (gpm)
- MDD = 124.3 gpm

To the east of the Woodbury Development is an area that the City has also previously identified as a future growth area which may also be part of the Ponderosa Pressure Zone. The demands for this future growth area were estimated by assuming a SFR lot density similar to the Woodbury Development. The Woodbury Development covers approximately 83.3 acres with a lot density of 3.24 lots per acre. The future growth area is approximately 119.5 acres which is equivalent to 387 SFR lots if assuming the same SFR lot density as the Woodbury Development.

A summary of the demands given these assumptions is presented in Table 1. From Table 1, it can be seen that the growth of the Woodbury Development plus the future growth area will exceed the previously

forecasted growth assuming the 2012 CWSP's growth rate. The location of the Woodbury Development and the future growth area in relation to the existing Ponderosa Pressure Zone is shown on Figure 1.

Figure 1. Ponderosa Pressure Zone, Woodbury Development, and future growth area



Note: Highlighted areas indicate future growth areas by the City.

Table 1. Ponderosa Pressure Zone Demands

Demand	Existing (2018)	20-year previously assumed	Existing (2018) + Woodbury Buildout	Existing (2018) + Woodbury Buildout + Future Growth Area Buildout
ADD (gpm)	24	48	80	161
MDD (gpm)	52	105	176	354
PHD (gpm)	150	254	382	670
Fire flow (gpm)	1,500	1,500	1,500	1,500
MDD + fire flow (gpm)	1,552	1,605	1,676	1,854

Source Capacity Analysis

The Ponderosa Pressure Zone is a closed pressure zone (no gravity storage). Therefore, all demands are directly supplied from the BPS. The new Ponderosa BPS includes a jockey pump (24 gpm), two duty pumps (each at 150 gpm), and two fire pumps (each at 1,500 gpm). Because the BPS serves a closed pressure zone, the BPS should be sized so that the peak hour demand (PHD) can be met with the largest pump out of service as well as meeting the MDD plus fire flow with the largest pump out of service.

A source capacity analysis (spreadsheet calculation) was completed based on the nameplate flow capacities of each pump to the forecasted demands of Table 1. This analysis is shown on Table 2 which indicates that the nameplate capacities when considering all pumps with the largest out of service is capable of meeting the peak demand condition (MDD + fire flow) of existing demands plus buildout of the Woodbury Development. However, a slight deficiency exists when adding the buildout of the future growth area.

Additionally, if looking at non-fire flow conditions, the estimated PHD cannot be met for the Woodbury Development buildout without exceeding the nameplate flow rate or using a fire pump. When considering the buildout of the future growth area, a fire pump would also need to be utilized to meet MDD. The BPS designer should verify that the fire pump can be utilized for this condition and be operationally efficient as it may be beneficial to modify the design point of the pumps prior to construction if it would mean better efficiencies and operations for the long-term.

Table 2. Ponderosa BPS source capacity analysis

	Existing (2018)	20-year previously assumed	Existing (2018) + Woodbury Buildout	Existing (2018) + Woodbury Buildout + Future Growth Area Buildout
Ponderosa Pressure Zone projected demands (gpm)				
Average day demand (ADD)	24	48	80	161
Maximum day demand (MDD)	52	105	176	354
Peak hour demand (PHD)	150	254	382	670
Fire flow demand	1,500	1,500	1,500	1,500
Sources (gpm)				
Jockey Pump		24		
Duty Pump 1		150		
Duty Pump 2		150		
Fire Pump 1		1,500		
Fire Pump 2		1,500		
Total capacity		3,324		
Total capacity (excluding fire pumps)		324		
Total capacity with largest offline		1,824		
Source surplus (deficiency) checks (gpm)				
ADD with largest pump offline	1,800	1,776	1,744	1,663
MDD + fire with largest pump offline	272	219	148	(30)
PHD with largest pump offline	1,674	1,570	1,442	1,154
MDD without fire pumps	272	219	148	(30)
PHD without fire pumps	174	70	(58)	(346)

Note: Assumes source pumps are operating at the maximum production rate (i.e., for 24 hours per day)

The *Indian Hills BPS and Ponderosa BPS Hydraulic Design Points TM* provided system curves which are still valid. However, the table of buildout (20-year demand) design points—which are based on PHD, MDD + fire flow, and ADD + fire flow—will see a slight change in flow and head requirements due to the increase in forecasted demands as summarized in Table 1. For example, the 20-year demand for MDD + fire flow was 1,605 gpm, but with the Woodbury Development buildout increases to 1,676 gpm. This further increases to 1,854 gpm if considering buildout of the future growth area.

The designer should verify if the new Ponderosa BPS should only meet the existing demands of the Ponderosa Pressure Zone plus the buildout demands of the Woodbury Development, or if it should also be designed to meet the additional demands of the potential future growth area. The pumps in the current design should then be verified if they are capable of meeting the higher demands without modifications using the previously provided system curves, plus their calculated pump station head losses.

Hydraulic Modeling

A water system hydraulic model scenario was run to evaluate including demands for the buildout of the Woodbury Development plus the future growth area to identify the potential for low pressure issues on the suction side of the new Ponderosa BPS. The model indicated that given the pipe improvements proposed by the Ponderosa BPS, which includes adding a pipe to allow the pump station suction to be supplied from both Lanny Drive and Ponderosa Drive (through Orchard Avenue), the distribution system on the suction side of the new BPS will have adequate capacity to meet pressure requirements for the MDD plus a 1,500 gpm fire flow.

The hydraulic model was also updated with the pump curves for the jockey, duty, and fire pumps for the new Ponderosa BPS based on using the basis of design pumps in the new Ponderosa BPS specifications. The modeling indicates that the combination of the two duty pumps and the jockey pump can meet the PHD for the existing plus the buildout Woodbury Development demands. However, the pumps are not operating at their design points, with all pumps operating further to the right on their respective pump curves.

Given 2030 PHD with the buildout Woodbury Development, the hydraulic model has the jockey pump and duty pumps operating at the following conditions:

- Jockey pump: 43 gpm at 51.6 feet of head
- Duty pumps: each operating at 170 gpm at 53 feet of head (variable frequency drive at 0.93 percent speed)

The Ponderosa BPS designer should verify if this operating point is in the acceptable operating range (AOR) of the pumps.

In addition, the model verifies the spreadsheet calculation that the duty pumps alone cannot meet the PHD if the potential future growth area is also at full buildout. One of the fire pumps would also need to be operating to meet that condition.

Conclusion

Initial hydraulic modeling of the new Ponderosa BPS shows that the pump station can meet the demands of the buildout Woodbury Development plus the existing Ponderosa Pressure Zone demands while meeting the 1,500 gpm fire flow. However, the BPS designer shall verify that the new operating points fall within the AOR of the pumps.

In addition, the new Ponderosa BPS may need modifications if it is intended to also meet the buildout demands of the potential future growth area as there is currently a deficiency in meeting the PHD without using one of the fire pumps. If it is acceptable to use one of the fire pumps to meet the PHD, it should be verified that the turndown of the fire pump using a variable frequency drive (VFD) covers the full range above the maximum operating point of the duty plus jockey pumps.

Technical Memorandum



To: Michael Parker (City of Moscow)
From: David Kuhns (HDR)
Date: 4/21/2022
Subject: Task Order 4 – Updated Woodbury Analysis

Introduction

HDR Engineering Inc. (HDR) has previously completed an analysis called Ponderosa - Woodbury Development Hydraulic Impacts Analysis (August 20, 2021) for the City of Moscow (City). The previous analysis had the Woodbury Development and a buildout area to the east all supplied via the Ponderosa Pressure Zone through the Ponderosa Booster Pump Station (BPS). The City provided a new set of Woodbury drawings dated March 17, 2022. HDR, as part of this project, updated the hydraulic model runs based upon the latest Woodbury drawings.

The latest Woodbury drawings only included the first phase of the Woodbury Development and, unlike the previous analysis, has the development supplied via the Main Pressure Zone through a connection on Slonaker Drive. The previous analysis had assumed 10-inch piping for all proposed pipes and made assumptions on the piping alignments. The model was updated to match the pipe placement and diameters for the first phase of the development. Pipeline elevations were also updated for the first phase of the development based on the grading shown on the revised drawings (previous modeling assumed all model nodes at an elevation of 2,680 feet).

The results of the analysis are summarized within this technical memorandum (TM).

Analysis

The hydraulic analysis completed checks to see if a 1,500 gpm fire flow could be met in the development without the distribution system dropping below 20 psi, that pressures stay above 40 psi during peak demands (without fire flow), and that high pressures do not exceed 80 psi.

Below is a summary of the analysis completed.

- Figure 1 illustrates the low pressures expected in the first phase of the development given an extended period simulation (EPS) model run during typical peak summer demands and being part of the Main Pressure Zone. Pressures drop below 40 psi for areas of the development.
- Figure 2 illustrates the high pressures anticipated in the first phase of the development given an EPS model run during typical winter demands and being part of the Main Pressure Zone. Pressures do not exceed 80 psi for the development.
- Figure 3 illustrates the pressures expected during a steady-state model run with maximum day demand (MDD) and fire suppression storage depleted and being part of the Main Pressure Zone. Pressures do not drop below 20 psi for the development.
- Figure 4 illustrates the available fire flow calculated with a steady-state model run with MDD and fire suppression storage depleted and being part of the Main Pressure Zone. Available fire flow exceeds 1,500 gpm for the development.

The same scenarios were also run in the model but with the development part of the Ponderosa Pressure Zone via a connection off of Arborcrest Road.

- Figure 5 illustrates the low pressures expected in the first phase of the development given an EPS model run during typical peak summer demands and being part of the Ponderosa Pressure Zone. Pressures exceed 40 psi for the development.
- Figure 6 illustrates the high pressures expected in the first phase of the development given an EPS model run during typical winter demands and being part of the Ponderosa Pressure Zone. Pressures do not exceed 80 psi in the development.
- Figure 7 illustrates the available fire flow calculated with a steady-state model run with MDD and fire suppression storage depleted and being part of the Ponderosa Pressure Zone. Available fire flow exceeds 1,500 gpm in the development.

Figure 1. EPS summer low pressures without fire, part of Main Pressure Zone (psi)

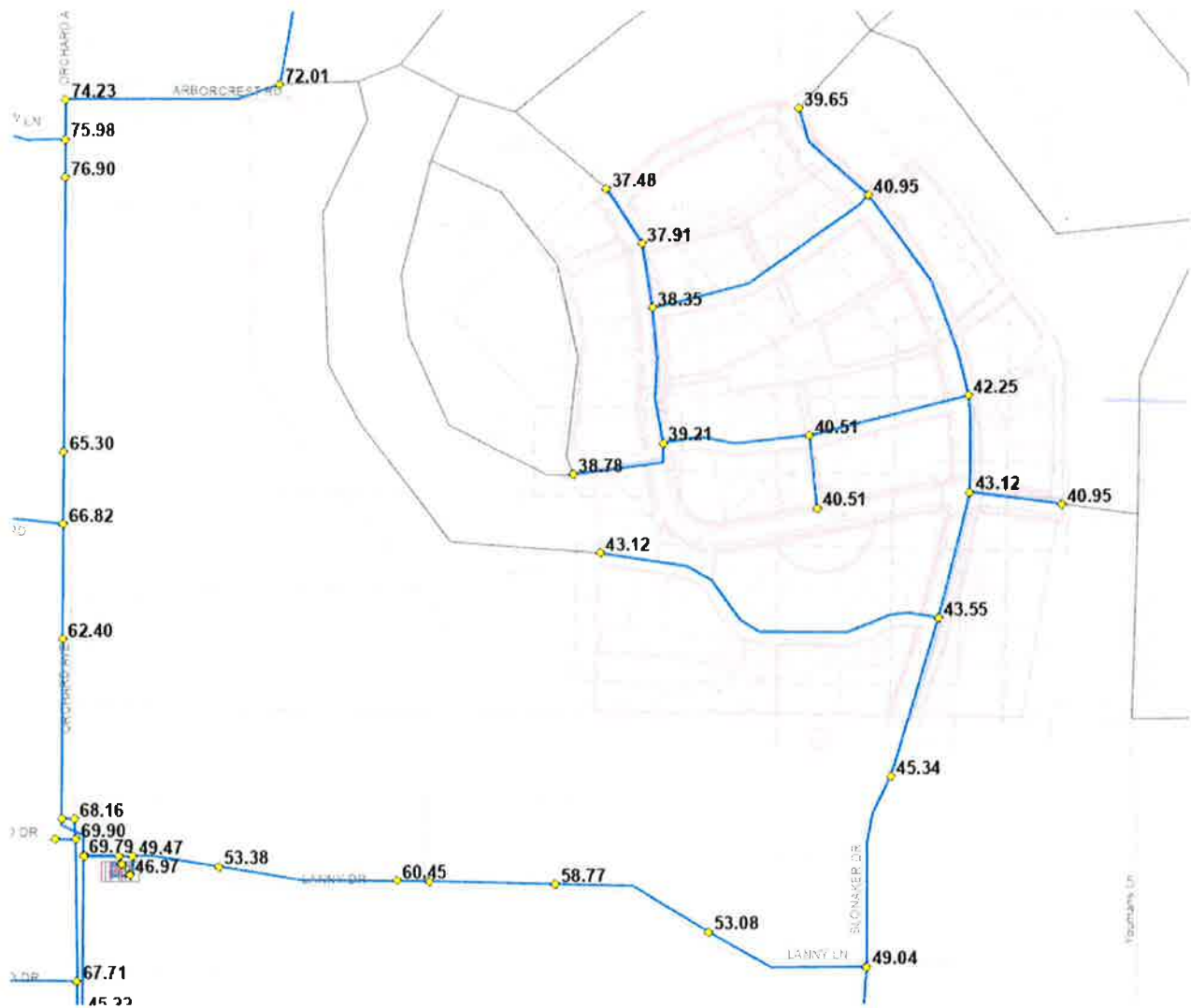


Figure 2. EPS winter low pressures without fire, part of Main Pressure Zone (psi)

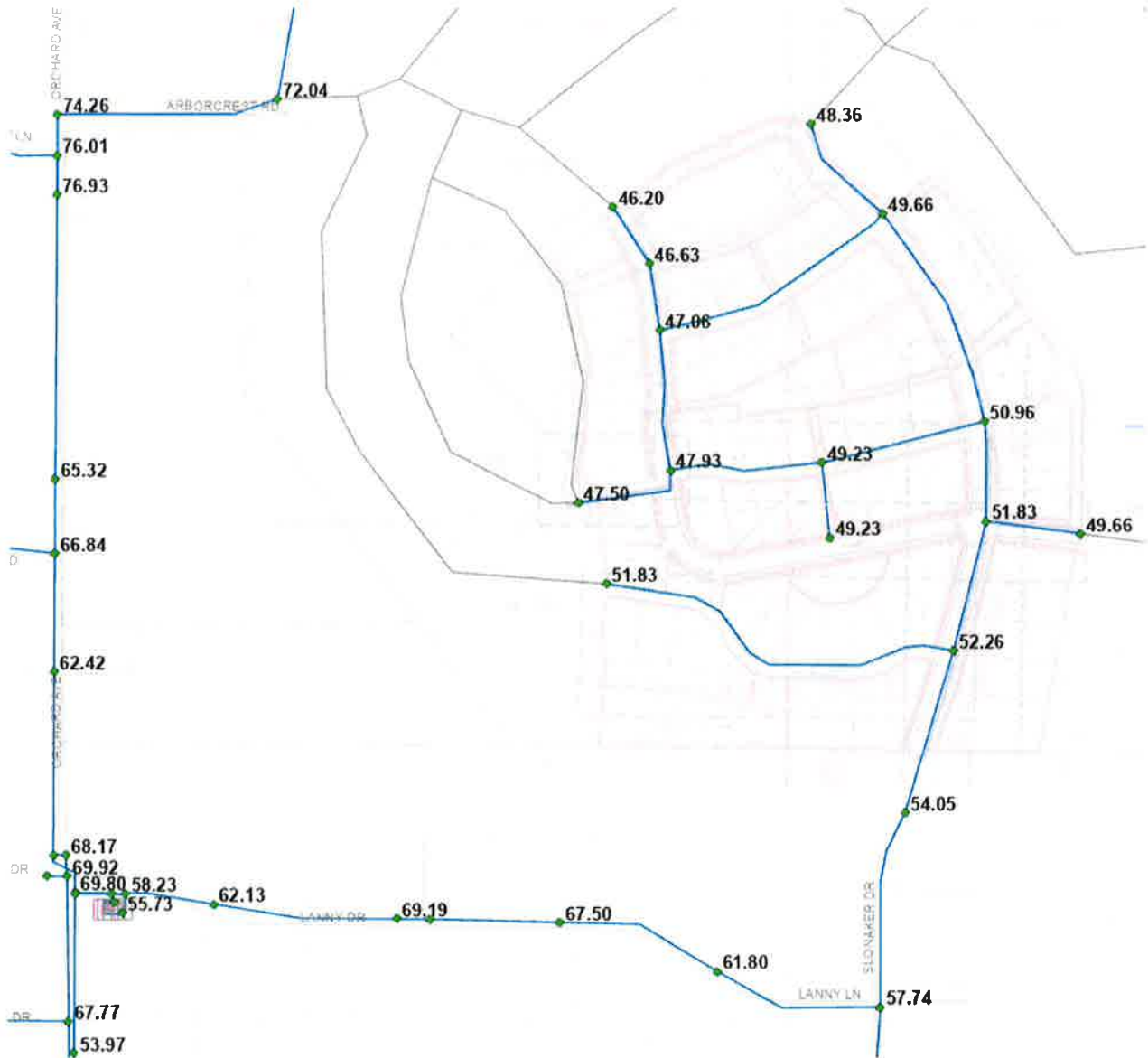


Figure 3. Steady-state pressure during MDD with fire suppression storage depleted, part of Main Pressure Zone (psi)

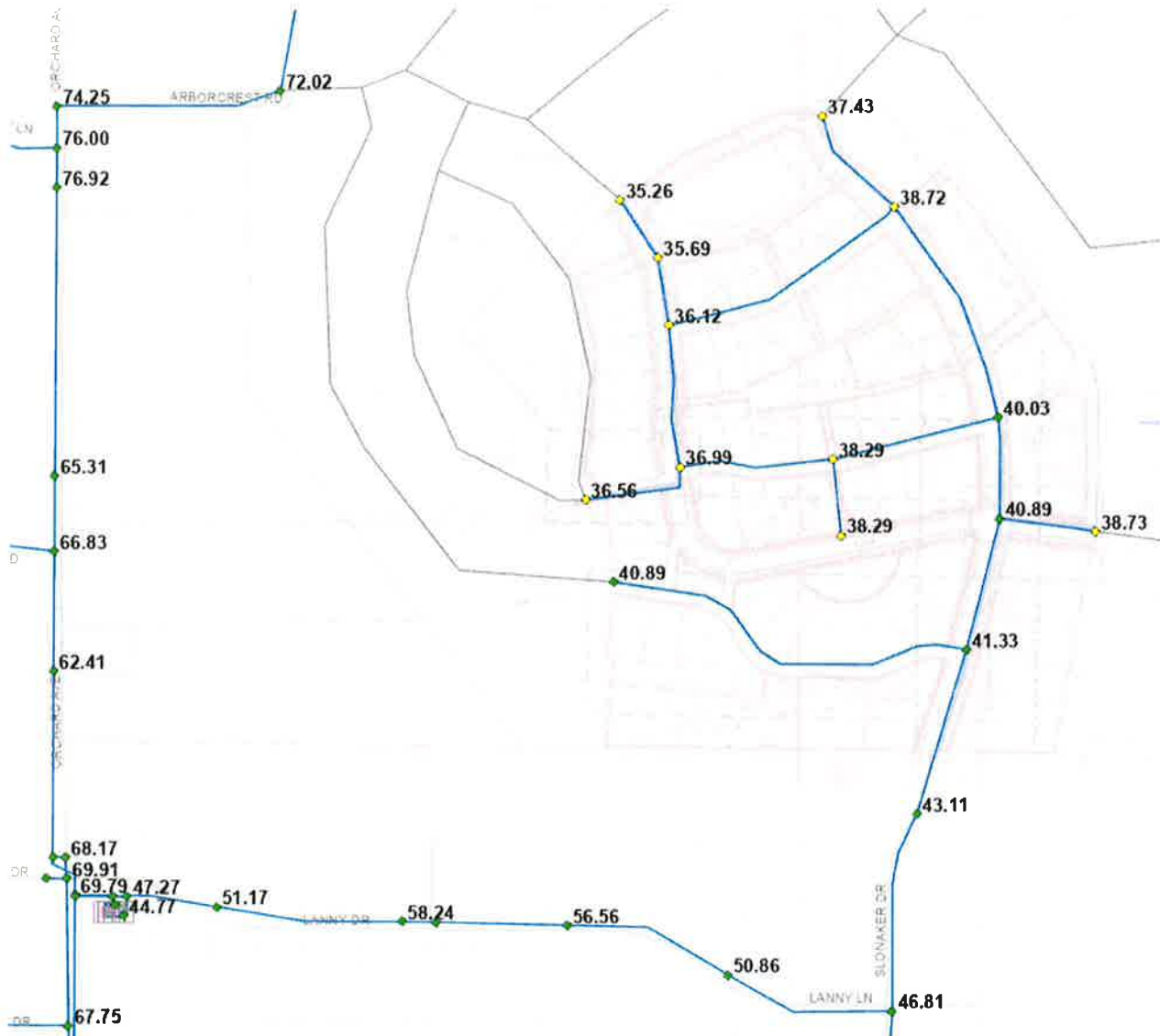


Figure 4. Steady-state available fire flow, part of Main Pressure Zone (gpm)

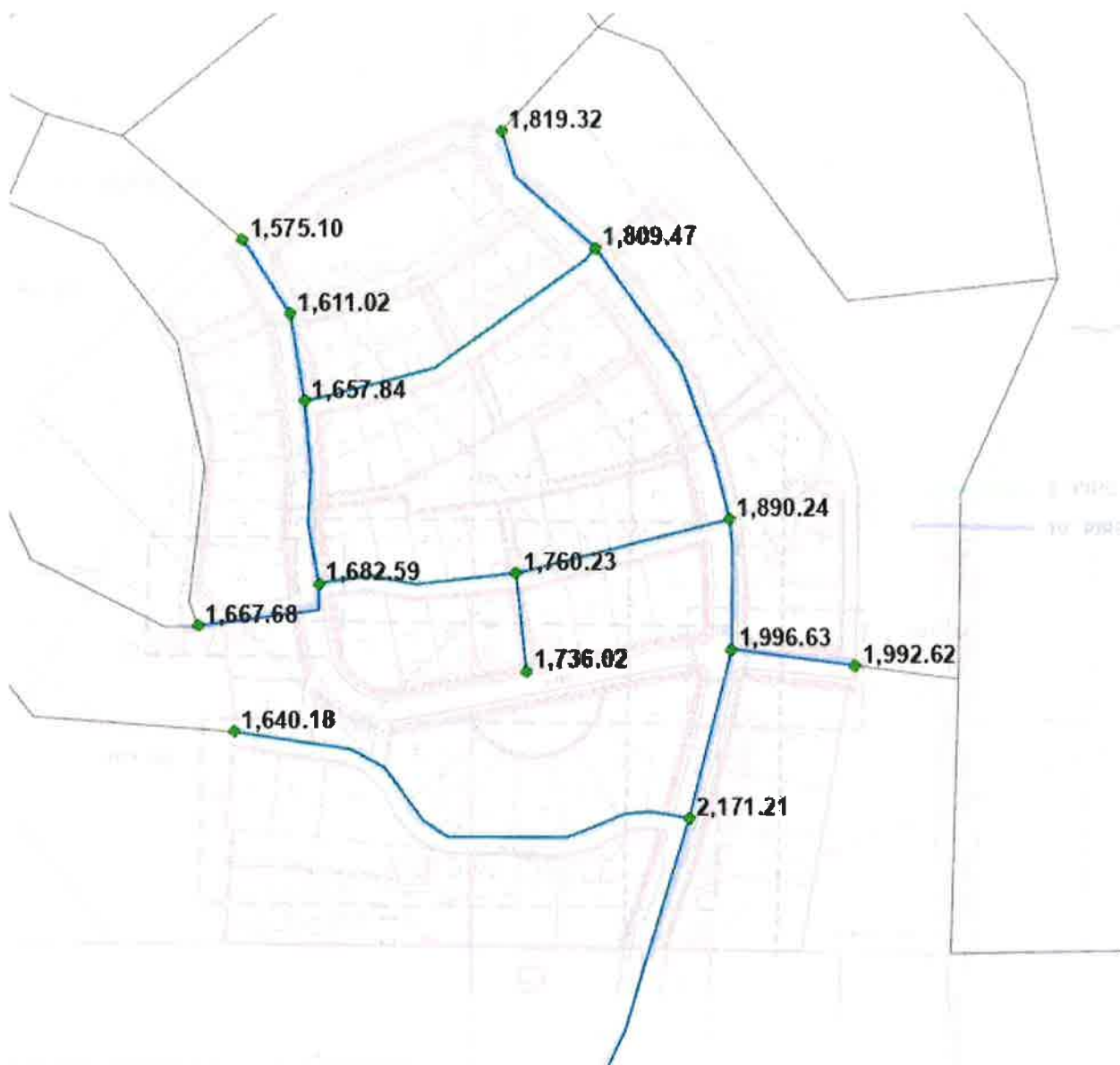


Figure 5. EPS summer low pressures without fire, part of Ponderosa Pressure Zone (psi)

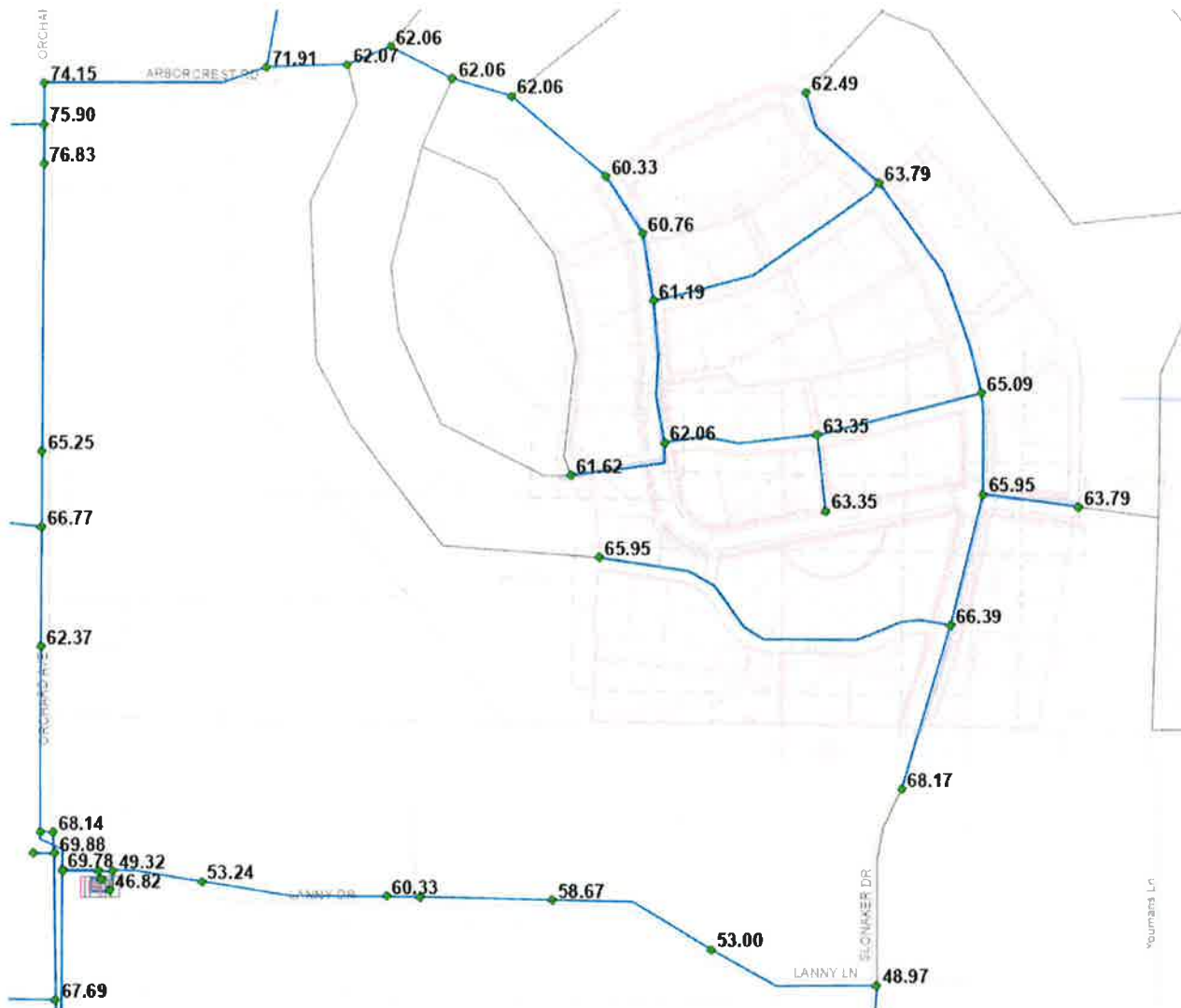
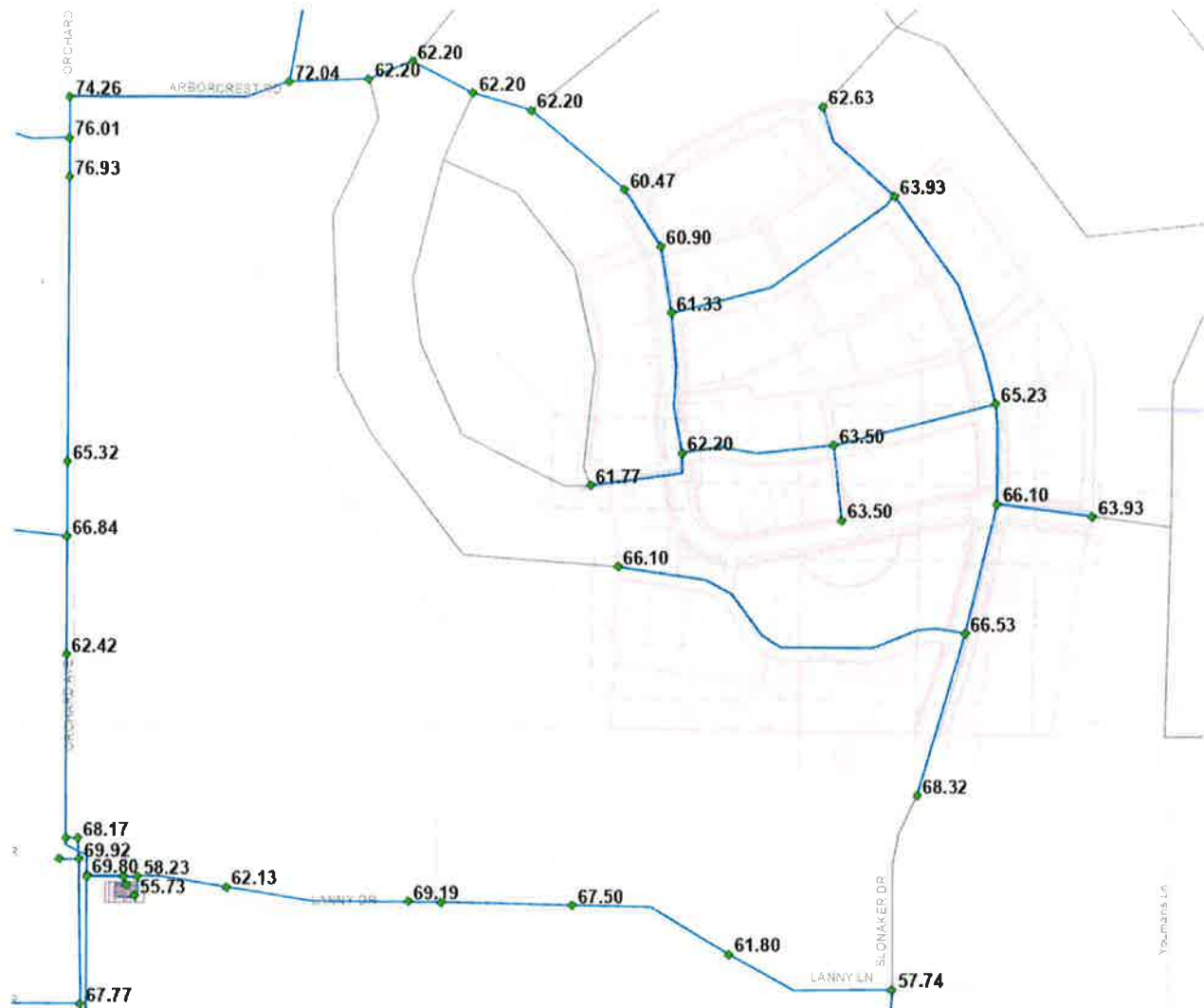


Figure 6. EPS winter low pressures without fire, part of Ponderosa Pressure Zone (psi)



[illegible]

Given that the system pressures could potentially drop below 40 psi during peak demand conditions, the development (or at least the low pressure areas) should be part of the Ponderosa Pressure Zone. A piping connection to the Main Pressure Zone could continue to be constructed for emergency purposes but either left closed with an isolation valve, check valve, or pressure reducing valve.

Task Order 4 - Updated Woodbury Analysis

Technical Memorandum



To: Michael Parker (City of Moscow)
From: David Kuhns (HDR)
Date: 5/17/2022
Subject: Task Order 4 – Ability of Existing Ponderosa BPS to Serve the Woodbury Development

Introduction

HDR Engineering Inc. (HDR) has previously completed two analyses related to the Woodbury Development. These include the following:

- *Ponderosa – Woodbury Development Hydraulic Impacts Analysis Draft TM (8/20/2021)* – an initial analysis was performed to determine impacts to the existing water system and new Ponderosa BPS given the addition of the Woodbury Development and potential build-out area to the east.
- *Task Order 4 – Updated Woodbury Analysis TM (4/21/2022)* – updated the analysis of the Woodbury Development given the most recent development drawings provided by the City.

It is anticipated that the Woodbury Development will be supplied via the Ponderosa Pressure Zone to provide adequate system pressure. The Ponderosa Pressure Zone is supplied from the Main Pressure Zone via the Ponderosa Booster Pump Station (BPS). The Ponderosa BPS is planned to be replaced with a new Ponderosa BPS with increased capacity. The previous modeling efforts performed assumed the new Ponderosa BPS would be in place as part of the analysis. However, the new BPS may not be in place prior to construction of the first phase of the Woodbury Development (phase 1). The City has requested HDR to perform an analysis to determine if the existing Ponderosa BPS has the capacity to serve the first phase of the new development.

The results of the analysis which evaluates the available capacity of the existing Ponderosa BPS is summarized within this technical memorandum (TM).

Analysis

The existing Ponderosa BPS has an existing duty pump rated for 200 gallons per minute (gpm) at 74 feet of total dynamic head (TDH) and an existing fire booster pump rated for 1,000 gpm at 102 feet TDH.

As part of the 8/20/2021 TM, HDR estimated demands for the existing (2018) Ponderosa Pressure Zone plus the Woodbury Development full build-out demands. Since that analysis only included the full build-out demands for the Woodbury Development, demands for phase 1 of the Woodbury Development were estimated for this analysis. Phase 1 of the development proposes 73 single family residential (SFR) parcels and a 0.8 acre park area. The estimated demands are summarized in Table 1.

The Ponderosa Pressure Zone is a closed pressure zone (no gravity storage). Typically, a BPS designed to serve a closed pressure zone would be sized so that the peak hour demand (PHD) can be met with the largest pump out of service as well as meeting the maximum day demand (MDD) plus fire flow with the largest pump out of service. However, since the existing Ponderosa BPS only has a single fire pump, the fire flow capacity is assumed with both pumps online.

Table 1. Estimated Ponderosa Pressure Zone demands

Demand	Existing (2018)	Existing (2018) + Phase 1 Woodbury	Existing (2018) + Woodbury Buildout	Existing (2018) + Woodbury Buildout + Future Growth Area Buildout
Average day demand, ADD (gpm)	24	40	80	161
Maximum day demand, MDD (gpm)	52	91	176	354
Peak hour demand, PHD (gpm)	150	227	382	670
Fire flow (gpm)	1,500	1,500	1,500	1,500
MDD + fire flow (gpm)	1,552	1,591	1,676	1,854

Capacity Analysis via Nameplate Capacity

A source capacity analysis (spreadsheet calculation) was completed based on the nameplate flow capacities for each pump to the forecasted demands of Table 1 and is summarized in Table 2. With the 1,500 gpm residential fire flow requirement from the City's 2012 Comprehensive Water System Plan, the existing pump station's nameplate capacity is currently deficient to meet the MDD plus the fire flow goal with the deficiency only increasing as additional demands are placed on the existing BPS. For meeting the PHD, the existing pump station is capable of meeting the current PHD but is predicted to be deficient for meeting the PHD once phase 1 of the Woodbury Development is constructed, with this deficiency increasing as further demands are placed on the BPS with additional development.

Table 2. Source capacity analysis

	Existing (2018)	Existing (2018) + Phase 1 Woodbury	Existing (2018) + Woodbury Buildout	Existing (2018) + Woodbury Buildout + Future Growth Area Buildout
Ponderosa Pressure Zone projected demands (gpm)				
Average day demand (ADD)	24	40	80	161
Maximum day demand (MDD)	52	91	176	354
Peak hour demand (PHD)	150	227	382	670
Fire flow demand	1,500	1,500	1,500	1,500
Sources (gpm)				
Duty Pump		200		
Fire Pump		1,000		
Total capacity		1,200		
Total capacity with largest offline		200		
Source surplus (deficiency) checks (gpm)				
ADD with largest pump offline	176	160	120	39
MDD + fire	(352)	(391)	(476)	(654)
PHD with largest pump offline	50	(27)	(182)	(470)

Note: Assumes source pumps are operating at the maximum production rate (i.e., for 24 hours per day)

Capacity Analysis via Hydraulic Model with Pump Curve

While a deficiency is shown after looking at nameplate capacity, the hydraulic model was utilized with the pump curve for the duty pump to validate if the phase 1 Woodbury Development demand could be met by operating further to the right along the pump curve.

The existing PHD for the Ponderosa BPS is estimated to be 150 gpm. With the Ponderosa BPS duty pump operating at full speed, the modeled discharge pressure during the existing PHD is 84 psi. The lowest pressure in the system is at the north end of Arborcrest Road with a modeled pressure of 54 psi.

When adding the predicted demands for phase 1 of the Woodbury Development, during PHD conditions the modeled discharge pressure for the Ponderosa BPS is 70 psi and the north end of Arborcrest Road is 40 psi. The minimum allowable pressure during peak demand conditions is 40 psi. Given the modeling, adding phase 1 of the Woodbury Development places the existing Ponderosa BPS right at its maximum capacity. However, it may not be acceptable to the City to have the pressure at the north end of Arborcrest Road potentially drop approximately 14 psi in their low pressure and operating at 40 psi during PHD conditions versus the current low pressure of 54 psi. This will need to be confirmed with the City if acceptable.

For fire flow conditions, the existing Ponderosa BPS currently cannot meet the 1,500 gpm required fire flow from the 2012 Comprehensive Water System Plan. However, portions of the Ponderosa Pressure Zone can meet this requirement if taking into consideration gravity flows from the Main Pressure Zone through the check valve located on Orchard Avenue.

Summary

Considering only the nameplate capacity of the existing Ponderosa BPS, adding phase 1 of the Woodbury Development would cause a deficiency to meet peak hour demands (PHD).

However, when using the hydraulic model with a pump curve, phase 1 of the Woodbury Development would cause the Ponderosa BPS to be operating right at its maximum capacity to meet PHD, including Phase 1. However at this condition, the northern portion of Arborcrest Road would be at 40 psi—a 14 psi decrease over the predicted current low pressure.

The developer has also not provided their own calculation of water demands for the Woodbury Development. If the demands of phase 1 of the Woodbury Development exceed HDR's predicted demands, the pressure at the north end of Arborcrest Road would drop below 40 psi during PHD conditions and would not meet minimum pressure requirements.

It should also be noted that the existing Ponderosa BPS currently cannot meet the 1,500 gpm required fire flow from the 2012 Comprehensive Water System Plan for the entire pressure zone. However, portions of the Ponderosa Pressure Zone can meet this requirement if taking into consideration gravity flows from the Main Pressure Zone through the check valve located on Orchard Avenue.



City of Moscow Parks and Recreation

Memo

To: Mike Ray, Planning Manager

From: David Schott, Parks and Facilities Manager

Date: September 22, 2022

Re: Parkland Dedication Requirements for the Proposed Woodbury Subdivision Final Plat

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

There is 512,046 SF (11.75 acres) of net developable area platted in the Woodbury subdivision. Of the 512,046 SF (11.75 acres), 448,308 SF (10.29 acres) is zoned R-2 Moderate Density, Single Family Residential. The other 63,738 SF (1.46 acres) is zoned NB Neighborhood Business.

The R-2 requires five percent (5%) of required parkland dedication. There is 448,308 SF (10.29 acres) of net developable area, which requires 22,415 SF (0.51 acres) of parkland dedication.

The NB requires nine percent (9%) of required parkland dedication. There is 63,738 SF (1.46 acres) of net developable area, which requires 5,736 SF (0.13 acres) of parkland dedication.

The total parkland dedication requirement for this phase of the Woodbury subdivision is 28,151 SF (0.65 acres).

It is my recommendation to defer the parkland dedication requirements for this phase to a later of the entire subdivision for a natural area comprised of approximately 133,793 SF (3.07 acres) and a 49,493 SF (1.14 acres) area that total 183,256 SF (4.2 acres) for open space that will include grading, a detention basin, and a ten-foot (10') wide gravel (pathway base) pathway provided by the developer.

The WintzCompany, LLC has submitted a letter to this effect, Exhibit A.

It is anticipated the parkland dedication requirements for the entire subdivision would be approximately 2.3 acres +/- . Said 4.2 acres of parkland dedication, together with agreed upon improvements to the

parkland property, would satisfy all parkland dedication requirements for the entire Woodbury subdivision.

It is my opinion that as proposed, the owner meets (exceeds) the parkland dedication requirements for this subdivision.

The Parks and Recreation Commission considered and recommended approval on August 26, 2021.

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

Exhibit A

WintzCompany, LLC

General Contracting / RE Development

August 18th, 2021

David Shott
650 N. Van Buren Street
Moscow, ID, 83843

Re: Woodbury park dedication

Dear David,

In order to meet our parks dedication requirements for the Woodbury subdivision, we would like to offer the naturalized area on our southwest boundary. This area comprised of an 133,793 sf area and a 49,463 sf area that together total 183,256 +/- (see attached) will include a detention basin as a water feature and a ten-foot wide gravel path that meanders along the slope. The area overlooks an adjacent low lying natural drainage area, some portion of which has been dedicated to a nature conservancy, consisting of a few ponds that attract waterfowl and various other animals. We envision this naturalized greenspace, being a popular walking area and a possible connector to the larger pathway system.

The entire space consists of approximately 4.2 acres and if completed as designed would meet the parkland dedication requirement for the entire 82 acres proposed for Woodbury. Additionally, Wintz Company proposes to do the grading improvements along with construction of the pathway and placement of gravel if the City is willing to contribute the trees, shrubs and maintenance.

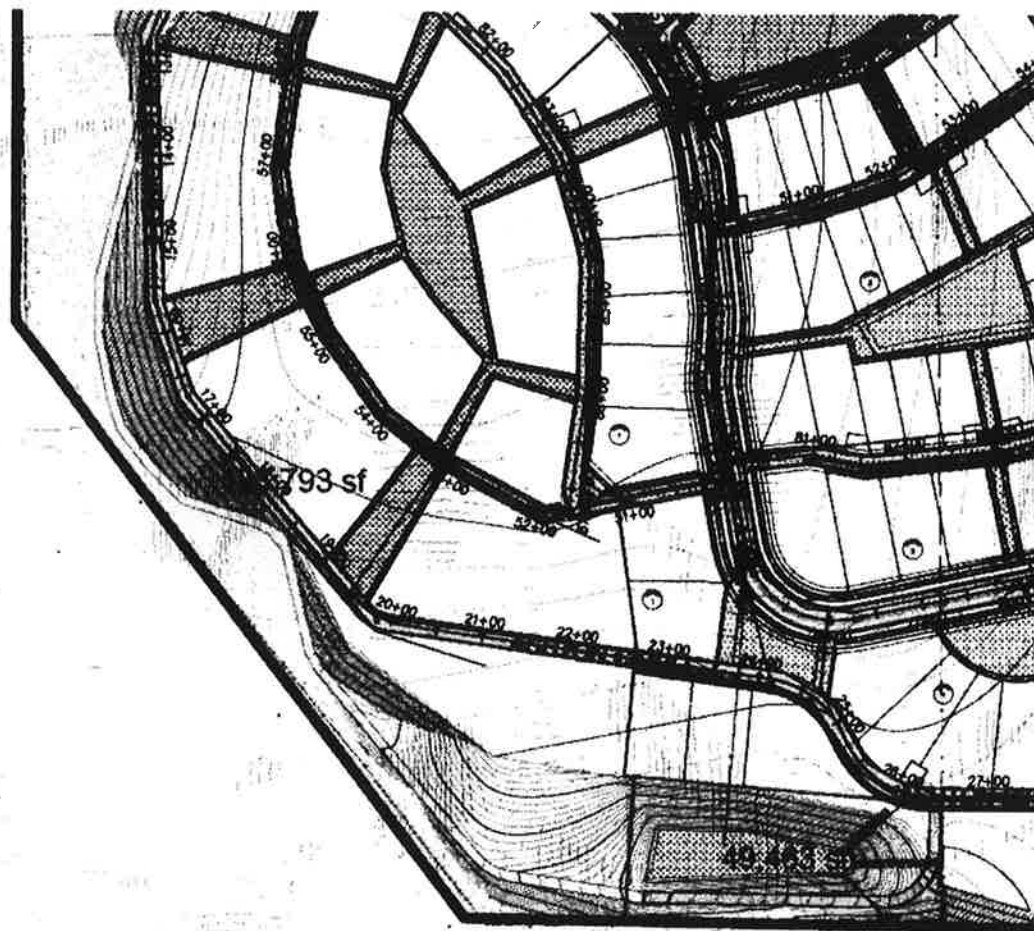
Wintz Company has an agreement with the present land owners to purchase successive phases as we build out the larger project. This proposed area will be part of Phase 2 and will be purchased after Phase 1 is complete. After the purchase of the Phase Two area, Wintz Company would be able to make the dedication to the City but until then our parkland dedication would be suspended by mutual agreement.

Let us know if this is agreeable. We look forward to working with you on creating some fantastic parkland.

Best Regards,

Mark Wintz

Wintz Company, LLC – 1004 Dairy Lane, Moscow, ID 83843 – mark@wintzcompany.com (208) 586 - 5555





SCALE: 1" = 200'

CITY OF MOSCOW SANITARY SEWER SYSTEM IS ABLE TO SERVE PHASE 1 AND PHASE 2 OF THIS DEVELOPMENT. FUTURE PHASES BEYOND THE PHASE 2 BOUNDARY ARE REQUIRED TO UPDATE THE SANITARY SEWER PIPE THAT IS LOCATED BETWEEN PONDROSA DRIVE AND TAMARACK DRIVE, SOUTH OF JUNIPER DRIVE, TO A 12" PIPE SHOWN ABOVE.

CITY OF MOSCOW WATER SYSTEM IS ABLE TO SERVE PHASE 1 AND PHASE 2 OF THIS DEVELOPMENT. FUTURE PHASES BEYOND THE PHASE 2 BOUNDARY ARE REQUIRED TO HAVE A BOOSTER PUMP STATION. BOOSTER PUMP STATION WILL BE DESIGNED WHEN FUTURE PHASES ARE NOT ABLE TO MEET FIRE AND DOMESTIC WATER REQUIREMENTS.

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED AS ACCURATELY AS POSSIBLE FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. SYNTHETIC ENGINEERING, INC. MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHER, WE DO NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN EXACT LOCATION INDICATED, ALTHOUGH WE DO CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.



Syntier
Engineering, Inc.
405 SE Irishford Drive, Suite C Portland, WA 97166
www.SyntierEng.com (509) 336-4474



SHEET NO.	DATE	NO.	DESCRIPTION	DESIGNED	
				SAS	
				SMALLIN	ATSSAS
				CHECKED:	SAB
				DATE	SEPT 19, 2002

C1.2
3 OF 59

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, October 9, 2023



AGENDA ITEM TITLE

Moscow Police Department – Annual Small Grant Requests and Awards (ACTION ITEM) – Alisa Anderson

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City of Moscow Police Department (MPD) applies for several small grants on an annual basis which assist the department with the purchase of equipment to include bullet proof vests, to host various traffic enforcement mobilizations and other prevention and safety activities. The grants awarded to MPD provide funding and resources to protect our youngest citizens, operational and personal safety equipment, and program support to implement and host multiple safety programs. These resources assist MPD in their mission of community-oriented policing to improve the quality of life for Moscow residents through community partnerships and problem-solving approaches, while also making sure the officers are outfitted and equipped with everything they need to safely do their jobs. These programs are described as follows:

The Bulletproof Vest Partnership (BVP), created by the BVP Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. Program recipients are provided an armor vest that is uniquely fitted for each officer to provide the best possible fit and coverage. Through this program, the MPD is awarded 50% reimbursement of up to 3 vests per year.

The Traffic Enforcement Grant through the Idaho Transportation Department (ITD) Office of Highway Safety (OHS) enables MPD to participate in local and statewide traffic enforcement mobilizations. The MPD can select from various High Visibility Enforcement (HVE) mobilizations focused on seatbelt compliance, impaired, aggressive or distracted driving which are held throughout the year, or apply for a mini-grant to host a specific mobilization during a local event to emphasize safety enforcement. The City is reimbursed for officer overtime plus a percent of benefits (regular time is not eligible) during the events. See attached Agreement and Risk Assessment required for execution in order to participate in these events.

The MPD also participates in a program hosted by the Idaho Office of Drug Policy through a Partnership for Success Law Enforcement grant aimed at preventing underaged drinking and drug use through compliance checks, interdiction activities, party patrols and shoulder tap operations. The MPD also works with the University of Idaho to provide educational presentations on topics related to the effects of marijuana, methamphetamine, and underage drinking. The MPD is reimbursed for staff time plus benefits for hours spent while performing a specific duty or educational presentation.

In conjunction with other state and law enforcement organizations and working with Latah County social service organizations, the MPD applies through the Walmart Foundation to receive funding to host an

annual event called “Shop with a Cop” in which officers provide a gift card purchased with grant funding to shop at Walmart with the selected children. An officer is matched with a child and gives them a Walmart gift card ranging from \$50 to \$75 to purchase gifts for their family and themselves for Christmas. Through other donations, the children are provided breakfast, then they shop with an officer and then gift wrap their presents with Walmart staff and other volunteers. The annual event hosts 12 to 20 children and families each December.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of \$50,000 the FY2024 fiscal year, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of \$50,000 for the FY2024 fiscal year.

OTHER RESOURCES

Not applicable.

FISCAL IMPACT

BVP program is 50% match and all others are in-kind or no match.

PERSONNEL IMPACT

Police, Grants and Finance Departments.

ATTACHMENTS

1. TEGPA FY24 and Attachments



IDAHO TRANSPORTATION DEPARTMENT OFFICE OF HIGHWAY SAFETY FFY 2024 Traffic Enforcement Grant Project Agreement (TEGPA)

This agreement for FFY 2024 is made and enter into by and between: (Agency Name)
_____, hereinafter referred to as “Contractor” and the Idaho Transportation
Department Office of Highway Safety, hereinafter referred to as “OHS” on the ____ day of _____,
20__.

IT IS THE PURPOSE OF THIS AGREEMENT to provide National Highway Traffic Safety Administration (NHTSA), funded assistance to the Contractor for participation in local and statewide traffic projects as specified in the Triennial Highway Safety Plan (3HSP) target focus areas for the following safety related activities:

- High visibility traffic enforcement (HVE) mobilization
- Mini-grants that support special emphasis traffic enforcement
- Mini-grants that support traffic enforcement equipment projects
- Mini-grants that support public participation and engagement (PP&E)
- Mini-grants that support traffic safety related training

THE GOAL OF THIS AGREEMENT is to establish project requirements and a funding process to support the efforts of the contractor to reduce deaths, serious injuries, and economic loss as established in the 3HSP.

It is, therefore, mutually agreed that:

1. Contractor will conduct traffic enforcement mobilizations and/or mini-grants in accordance with the criteria established by OHS, for each mobilization and/or traffic mini grant.
2. Contractor will provide a commissioned police officer (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) under conditions identified under Part 5 of this agreement to enforce impaired driving, alcohol beverage control, distracted driving, aggressive driving, safety restraint, school zone violations, bicycle, pedestrian, motorcycle laws with emphasis as designated by OHS and/or crash problem identification.
3. Contractor and/or partnering enforcement agencies will publicize the enforcement effort to increase effectiveness by.
 - a. Working with the media to increase the awareness of enforcement efforts; and
 - b. Provide pre and post public outreach such as press releases, social media posts, or other messaging efforts. Make note of efforts on the Performance Report.
4. Contractor will take a zero tolerance for unbuckled passengers and children during all OHS funded mobilizations and mini grants.
5. Based on the availability of funding and by signing this agreement, Contractor agrees to support statewide highway safety public awareness campaigns and will accept the benefits of having the earned and paid media run in their local communities.
6. OHS will reimburse Contractor for traffic enforcement grant activities at the rate of up to 1.5 times the officer’s regular hourly rate plus Contractor’s contribution to employee benefits,

which are FICA/Medicare, unemployment, worker's compensation and PERSI. Agencies that use reservists may pay up to 1.5 times their documented established hourly rate for traffic enforcement grant activities.

- a. For this agreement, regular-on-duty personnel hours are not eligible for reimbursement (unless a pre-arranged agreement is made, or it is otherwise state in the Contractor policy.)
 - b. For this agreement, salaried positions are ineligible for reimbursement unless overtime is allowed and documented through Contractor policies.
 - c. Necessary additional dispatch service overtime may be reimbursed if requested prior to the grant activity.
7. Participation in future mobilizations and mini grants is contingent on at least satisfactory performance during the prior mobilization, as determined by OHS. MNTSA has published a guide that outlines specific strategies and countermeasures relevant to the focus areas.
8. Contractor must submit the following forms in accordance with OHS requirements:
 - a. Performance Reports – required to be completed and submitted via WebCars
 - i. Only the grant funded citations, warnings and contacts are required to be reported.
 - ii. Agencies are encouraged to conduct public participation and engagement along with outreach and report it in the Performance Reports.
 - b. Overtime Reimbursement Claim Form – complete and submit via WebCars.
 - i. The claim must be signed by an authorizing official whose signature can be verified through their individual login.
 - ii. The overtime claim must not be signed by anyone who worked the mobilization.
 - c. Payroll Register – Must be available for review upon request from OHS for the period claimed in the reimbursement claim.
 - i. Payroll verification may be computer generated payroll registers or copies of payroll warrants.
 - ii. Timesheets must be provided and are not considered payroll verification.
 - iii. When possible, payroll verification should be coded to differentiate between OHS grant funded overtime and other sources.
 - d. Contractor will submit reimbursement claim and performance reports withing 30 days of completion of the mobilization or grant activity. **Note:** Claims received after October 15th may not be eligible for reimbursement.
 - e. No documentation, reports or claims submitted to OHS may contain Contractor or its employees', agents or subcontractors' protected personally identifiable information (Protected PIII).
9. Assurances and other grant requirement require by NHTSA for all organizations receiving federal grant funds:
 - a. Attachment 1 - Agency Certification and Assurances FFY24
 - b. Attachment 2 – Risk Assessment (information provided by the Contractor's financial contact.)

10. Other Grant Requirements:

- a. Unique Entity Identifier (UEI)
 - i. The General Services Administration (GSA) requires federal funding recipients to have a UEI which is generated by SAM.gov, therefore recipients are to keep their registration current to ensure they receive their UEO.
 - ii. The Contractor agrees it shall maintain current registration in the System for Award Management, SAM.gov, at all times during which it has active federal awards.
 - iii. If the Contractor or its principals or affiliates is disbarred, suspended or ineligible from federal contracting, the Agreement may be terminated immediately.
- b. Personal Identifiable Information (PII) - as noted under 2 CFR Chapter 1, Chapter II, Part 200.79, 200.82, 200.303.
- c. Procurement of equipment and materials – equipment purchases shall be subject to requirements governing this agreement, including those for procurement of materials and leasing of equipment.
- d. Code of Conduct – No employee, officer or agent of the Contractor shall participate in the selection, award or administration of a contract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict may arise when any of the following have a financial or other interest in the firm selected for award:
 - i. The employee, officer, or agent.
 - ii. Any member of his or her immediate family.
 - iii. His or her partner.
 - iv. An organization which employs or is about to employ any of the above listed.The contractor guarantees it has not entered into any form of collusion with anyone involving any form of payment, dependent upon or resulting from the award of this contract or subcontract(s).
- e. Conferences, inspection of work, grant monitoring – conferences may be held at the request of either party to this agreement. Conferences may be held in person or by virtual meeting. A representative of OHS and/or the US Department of Transportation (DOT) can conduct an onsite visit for the purpose of inspection and/or assessment of work being performed at any time.
- f. Travel – Grant related local vicinity travel, travel to other parts of the state, and travel outside the state must conform to state policies and procedures. Allowable reimbursements cannot be greater than those authorized for state employees and reimbursements will be made to the Contractor for grant project travel. State policy requires economical and practical modes of travel, as well as moderate dining and lodging.
- g. Tax and compensation liability – OHS will not incur any liability for workers compensation, FICA, withholding tax, unemployment compensation, or any other payment which is not a part of the grant agreement.
- h. Policy inclusion – to receive highway safety grant funds, OHS requires that the Contractor have a Seat Belt Use policy in effect or implement one prior to completion of the agreement. If requested OHS, Contractor will submit their policy to OPH prior to execution of the agreement.
- i. Responsibility for claims and liability – Contractor shall be required to save and hold harmless OHS, ITD, NHTSA, FHWA and US DOT from all claims and/or liability due to the

negligent acts of the Contractor or the Contractor's subcontractor(s), agents or employee(s).

- j. Failure to comply - with any terms of this agreement may jeopardize Contractor in receiving future funding from OHS.
- k. Eligible organizations – agree to indemnify, defend, and hold harmless ITD, its officers, agents, employees' from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees arising from or by the use of grants.
- l. Any dispute, disagreement, or question of fact – concerning this agreement shall be decided by the OHS Highway Safety manager, OHS HSM. The decision shall be in writing and shall be distributed to the parties concerned. If the Contractor disagrees with the decision by the OHS Highway Safety Manager, the decision may be appealed to the Director of ITD. The appeal must be made in writing within 30 days of the OHS HSM decision and served by certified mail.
- m. Agreement including attachment – constitutes the entire agreement between the parties on the subject matter hereof. There are no understanding, agreements, or representations (oral or written), not specified herein regarding this agreement, shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained.
- n. Nothing in this agreement – shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved agency or individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each provision to this agreement is subject to the laws and regulations of the State of Idaho and the United States.
- o. Either party may terminate – this agreement upon 30 days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.
- p. The parent entity for this contractor – certifies that it conducts an annual audit in accordance to, 2CFR part 200 Subpart F, which is available for review upon request. In addition, this contractor has no financial or compliance issues.

Agency Primary Contact (Required) *(Individual with signing authority for the Contractor)*

Name	
Title	
WebCar Account: Yes/No	
Phone	
Email Address	
Contractor Physical Address	
Warrant Mailing Address	
UEI (Unique Entity Identifier)	
*Benefit Percentage Rate for Overtime	
Parent Entity Name (if applicable)	

**Benefit includes FICA/Medicare, unemployment, worker's compensation, and PERSI – is usually not more than 24%*

Contractor Grant Manager Contact (Required) *(Individual who manages day-to-day grant activities)*

Name	
Title	
WebCar Account: Yes/No	
Phone	
Email Address	

Additional Agency Contact (Optional) *(Individual who will act as a backup for day-to-day grant activities.)*

Name	
Title	
WebCar Account: Yes/No	
Phone	
Email Address	

Financial Contact (Required) *(individual who is the financial is responsible for claims and finances.)*

Name	
Title	
WebCar Account: Yes/No	
Organization	
Phone	
Email Address	

Contractor's Agent

Contractor Authorizing Signature: *(Individual with legal authorization to enter into agreement with the ITD on behalf of the contractor.)*

Print Name:

Title:

Date:

State's Agent, OHS

Josephine Middleton, Highway Safety Manager

Date:

Appendix A to Part 1300--Certifications and Assurances for Highway Safety Grants

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4-Highway Safety Act of 1966, as amended.
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58.
- 23 CFR part 1300-Uniform Procedures for State Highway Safety Grant Programs.
- 2 CFR part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 2 CFR part 1201-Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.frs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FRS.gov for each sub-grant awarded:

- Name of the entity receiving the award.
- Amount of the award.
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source.
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action.
 - o Unique entity identifier (generated by **SAM.gov**).
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received-
 - (I) 80 percent or more of its annual gross revenues in Federal awards.
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the

- Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits ++discrimination on the basis of race, color, national origin).
- [49 CFR part 21](#) (entitled Non-discrimination in Federally-Assisted Programs o f the Department of Transportation Education of Title VI of the Civil Rights Act of 1964);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 USC 324 et seq.). and Title IX of the Education Amendments of 1972, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex).
- Section 504 of the Rehabilitation Act of 1973. ([29 U.S.C. 794](#) el seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#).
- The Age Discrimination Act of 1975. as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age).
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III c (the Americans with Disabilities Act ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#).
- [Executive Order 12898](#), Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations).

- [Executive Order 13166](#), Improving Access to services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP)).
- [Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
- [Executive Order J3988](#), Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded, from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance, from DOT including NHISA"

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient, in accordance with the provisions of Title V 1 of the Civil Rights Act 1964 (78 Stat. 252. 42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantage business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) Win every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The grantee's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs.
 3. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 4. Making it a requirement that each employee engaged in the performance of

- the grant be given a copy of the statement required by paragraph (a).
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 1. Abide by the terms of the statement.
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
 - e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted-
 1. Taking appropriate personnel action against such an employee, up to and including termination.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.*, "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of / [CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from

participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9. subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9. subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://1.11www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this

clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant **in** a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, **in** addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all

lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website <https://www.sam.gov> (
(
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the

United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub awardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by **NHTSA** or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure

shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsa\(ety.org](http://www.trafficsa(ety.org). The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted

driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
 - a. Participation in the National high-visibility law enforcement mobilizations as identified

annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –

- i. Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - ii. Increase use of seat belts by occupants of motor vehicles.
 - b. Sustained enforcement of statutes addressing impaired driving, occupant 10 protection, and driving more than posted speed limits.
 - c. An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes.
 - d. Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources.
 - e. Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))
8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Signature, Contractor Representative _____ **Date:** _____

Printed name of Contractor Representative: _____

Subrecipient Financial Risk Assessment FY24

Instructions: Subrecipient must provide information for areas in blue only.

Subrecipient Name:		Project:			
		Award Period:			
	Topic	Yes	No	NA	Comments
A.	Financial Information (Information under Section A must be provided by the Financial Contact for the Subrecipient)				
1	Did the Subrecipient's Parent Entity (City or County) expend more than \$750,000 in federal funding during the previous fiscal year ? If yes , please complete Comments section to indicate whether a single audit through the Federal Audit Clearinghouse (FAC) was conducted in accordance with 2 CFR 200.514. <i>Attach audit summary pages (if applicable).</i>				Amount of Federal Funding Expended \$ _____ Year 20 _____ Audit submitted to FAC? Yes / No Year Audit Completed : _____
2	If the Subrecipient's prior year financial audit did not have any material finding(s) that will affect ITD, check Yes. (If the answer is No, the subrecipient must indicate if when they were resolved.) <i>Attach a copy of pages showing results and correction plan (if applicable).</i>				Findings: Yes / No Page# _____ Summary pages attached: _____ Findings Resolved: Yes/ No Date: _____
3	Subrecipient shall provide an active Unique Entity Identifier* (UEI) .				UEI # _____ Expiration Date _____
4	Subrecipient agrees to provide timesheets and payroll verification showing overtime was paid on grant-funded activity upon request by OHS.				
5	The Subrecipient agrees to retain documentation records for grant funded activities for up to three years for monitoring by OHS.				
B.	Organization & Grant Management				
1	Has the subrecipient's organization remained unchanged during the previous year ? (i.e. Chief, Sheriff, management staff)				
2	Is the subrecipient's grant management and accounting system the same as the previous year? If not, please explain.				
3	Subrecipient agrees to provide contact/citation activity and mileage logs upon request by OHS.				
4	Subrecipient is aware that equipment purchased through OHS grant funds must be made available for up to three years for inspection.				
Signature on original required by the Parent Entity Financial Contact					
The information above is accurate to the best of my knowledge.				*Unique Entity Identifier (UEI) is now required instead of the DUNS or CAGE numbers, the UEI is available from www.SAM.gov	
Signature:		Date:		Print Name:	
To be completed by The Office of Highway Safety		Yes	No	NA	
C.	Experience				
1	Does the recipient have experience with the same or similar grants?				
2	Has the subrecipient had at least three years of experience with federal grants?				
3	Did the subrecipient consistently and accurately submit their claims and reports on time?				
4	Was payroll and timesheet documentation provided upon request the previous FY? Were there any issues identified?				
TOTALS					
Risk Score:					
Rating Scale (Based on the number of No's)					
0 - 2	Subrecipient is considered low risk.	Low Risk		Provide standard monitoring	
3 - 6	Subrecipient is considered medium risk.	Medium Risk		Provide additional monitoring including training is warranted.	
7 - 10	Subrecipient is considered high risk.	High Risk		Provide close monitoring, training and action if required.	
General overview of Subrecipient performance:					
Commendations, problems or concerns:					
Corrective action necessary:					
OHS Reviewer:		Date:			

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, October 9, 2023



AGENDA ITEM TITLE

Moscow Police Department – Office of Highway Safety Grant Award (ACTION ITEM) – Alisa Anderson

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Moscow Police Department (MPD) has been awarded a grant from the Idaho Traffic Safety Commission (ITSC) for the Federal Fiscal Year (FFY) 2024 Highway Safety Grant. This grant award was previously referred to as the Selective Traffic Enforcement Program (STEP). The MPD submitted the grant request in February 2023 to the Office of Highway Safety (OHS). The grant was included in the Idaho Annual Grant Application to the National Highway Traffic Safety Administration (NHTSA) and approved by the Idaho Transportation Department (ITD) in June 2023. A copy of the award letter is included with this report.

The MPD has participated in this program since October 2021 receiving three prior awards. The program addresses specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions and is focused on combatting traffic crashes resulting in fatal and serious injuries. The grant reimburses for law enforcement officer's time dedicated to traffic enforcement to include problem identification, a project plan including objectives, performance measures and safety focused targets. The MPD employs a dedicated traffic enforcement officer; however, the department has formed a "Traffic Enforcement Team" to fulfill the grant requirements for this program. The grant award period is October 1, 2023 to September 30, 2024. The funding will reimburse for wages and fringe benefits for regular patrol officer wages, and/or overtime, travel, contractual services, training, equipment and consumables. Patrol officer wages can also include hours spent providing public education, distribution of educational materials, and outreach efforts to create a general deterrence toward crash-causing behavior. The MPD has been awarded \$75,000 grant funding with an in-kind match of \$18,750.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval for the Moscow Police Department to accept an award for the Office of Highway Safety Grant FFY 2024 for \$75,000 with an in-kind match of \$18,750, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval for the Moscow Police Department to accept an award for the Office of Highway Safety Grant FFY 2024 for \$75,000 with an in-kind match of \$18,750.

OTHER RESOURCES

Not applicable.

FISCAL IMPACT

In-kind match of \$18,750 which can include mileage, hard costs, and overtime (not included in other grant programs) allocated to traffic patrols for special events held in Moscow to address program specific safety goals.

PERSONNEL IMPACT

Police, Grants and Finance Departments

ATTACHMENTS

1. 1. Moscow PD OHS Enforcement Award Letter
2. 2. ITD 667A Agreement
3. 3. Attachment 1 - Certification and Assurances



**Your Safety • Your Mobility
Your Economic Opportunity**

IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129 • Boise, ID 83707-1129

(208) 334-8000 • itd.idaho.gov

September 20, 2023

Lt. Roger Lanier
Moscow Police Department
155 Southview Ave
Moscow, ID 83843

RE: OFFICE of HIGHWAY SAFETY GRANT FFY 2024

Dear Lt Lanier,

In February 2023 the Office of Highway Safety (OHS) received your grant application for the Federal Fiscal Year (FFY) 2024 highway safety grant. The application has been reviewed and was recommended for approval by the Idaho Traffic Safety Commission (ITSC). The grant was included in the Idaho Annual Grant Application to NHTSA (National Highway Traffic Safety Administration) and approved by the Idaho Transportation Board June 2023.

This agreement is funded under the NHTSA Bipartisan Infrastructure Law (BIL) grant program. Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY 2024.

The Federal Fiscal Year 2024 is October 1, 2023 through September 30, 2024. You will receive a formal grant agreement for your signature along with the associated documents. Once the documents are fully executed, and a pre-grant conference has been held, you will receive a Notice to Proceed at which time funds from the awarded grant may be expended.

The Office of Highway Safety appreciates your request and all that the Moscow Police Department does to keep Idaho's roads safe.

Sincerely,

Denise Dinnauer
Grants/Contracts Officer

cc:
Alisa J. Anderson
Eric Warren

Project Name: Moscow Police Department - Enforcement

State Project: SPT2403

Funding: \$75,000

Match: \$18,750

CFDA (Catalog Federal Domestic Assistance): 20.600

FAIN (Federal Award Identification Number):

69A375243000040201D0

OFFICE OF HIGHWAY SAFETYMoscow Police Department – Selective Traffic Enforcement Program (STEP)

NHTSA Federal Project ID: 20.600

State Program Number: SPT2403

PROBLEM STATEMENT

The Idaho Transportation Department, Office of Highway Safety (OHS) is committed to the elimination of deaths and serious injuries on Idaho's roads. To make progress toward the goal of "Toward Zero Deaths" OHS will provide federal funding to state, county and local law enforcement agencies and use funds directly based on the following identified highway safety problems.

Program Area: Traffic Enforcement Services

Countermeasure Strategies: Per the "Countermeasures that work...for State Highway Safety Offices" high-visibility enforcement campaigns for speeding and aggressive driving produce safety-related benefits. Effective countermeasures include: Outreach and Education, CH 3-4.1***, Officer Training and Traffic Law Enforcement: Uniform Guidelines No. 15, III

Performance Target: Maintain the 5-year average number of traffic crash fatalities at 238 or fewer and the number of speed fatalities to 42 or fewer.

2022 Population (in 1,000's)	Number of Crashes			Number of Persons		Fatal and Injury Crash Rate per 1,000 population
	Total	Fatal	Injury	Killed	Injured	
26.2	206	0	54	0	64	2.1

(Source: Idaho 2022 Crash Report)

2018-2022

- 80% of all Fatal Crashes are Impaired Driver Involved; people killed, 5
- 43% of all Suspected Serious Injury Crashes are Distracted Driver Involved

(Source: Numetric Attributes for Lewiston ID)

OBJECTIVE

Reduce traffic crash deaths and serious injuries in Moscow by increasing law enforcement presence and implementing high visibility enforcement traffic patrols to reduce impaired, aggressive and distracted driving crashes and to increase the use of occupant protection.

GRANT TASKS AND DELIVERABLES

1. The Moscow Police Department will conduct impaired driving, aggressive driving, occupant protection, and distracted driving high visibility enforcement patrols in locations where needed and during mobilization dates.

FFY 2024 Mobilization Dates	
Description	Dates
Seat Belt - Thanksgiving	Nov 17-30, 2023
Impaired Driving - Holidays	Dec 13, 2023-Jan 1, 2024
Impaired Driving - St. Patrick's Day	Mar 14-18, 2024
Aggressive Driving - Spring	Mar 19-30, 2024
Distracted Driving - National Awareness Week*	Apr 3 - 10, 2024
Impaired Driving - Cinco de Mayo	May 4-6, 2024
Seat Belt - National Click it or Ticket*	May 20 - June 2
Impaired Driving - July 4th Holiday Weekend	Jul 3-10, 2024
Aggressive Driving - Summer	Jul 19-Aug 11, 2024
Impaired Driving - Labor Day Weekend*	Aug 16-Sep 2, 2024

- A. Crash data, in conjunction with historical records of large community events, concerts, holidays, etc. may be used to determine locations where increased enforcement is likely needed to make the greatest difference and where grant-funded patrols would be the most effective to reduce impaired, aggressive, and distracted driving.
- B. Take a zero-tolerance enforcement stance toward seat belt violations and cite those not wearing safety restraints during the term of the grant.
2. Participate in public education and information outreach efforts to create a general deterrence toward crash-causing behavior. ***Grantee is encouraged to engage and work collaboratively with the public to promote and educate safe driving behaviors.***
 - A. Obtain traffic safety promotional materials from OHS and distribute the materials during traffic stops and other appropriate times.
 - B. Use stops as an opportunity to educate the public regarding occupant protection.
 - C. Encourage youthful drivers to participate in the Alive at 25 Defensive Driving Course.

GRANT TASKS AND DELIVERABLES -GRANTEE SPECIFIC

1. Increase the yearly number of traffic stops through high visibility patrols by 10% compared to the last three-year average.

2. Decreased the number of fatal and serious injury crashes by 3%.
3. Increase law enforcement contacts with pedestrians and bicyclists with the opportunity to educate their responsibilities while interacting with vehicle traffic in and around the universities and during seasonal events.
4. Attend community events as an outreach opportunity to educate citizens on the importance of safe driving behaviors.

GRANT TASKS AND DELIVERABLES -GENERAL

3. Submit quarterly reports (Attachment 4) to OHS as provided by the terms outlined in the OHS Highway Safety Grant Procedure Manual. Submit Claims and Reports to the OHS Program Manager.
 - A. Reimbursement claims may be submitted monthly but no less than quarterly using form ITD-669 OHS Reimbursement Claim (Attachment 6). Proper supporting documents must be included with each claim. The agency will be reimbursed for regular STEP hours, overtime hours, travel, and training as established in the grant budget.
 - a. Travel incurred on behalf of the grant will follow the ITD OHS travel policy. (Attachment 2).
 - b. The "Grant Travel Reimbursement" form (Attachment 3) must be completed and submitted with the claim. Be sure to include all travel receipts and proof of travel.
 - c. Provide timesheet and payroll documents for STEP regular duty and overtime hours. Documentation must easily verify the officers'/deputies' overtime hours on the claim. If benefits are paid by the agency and included in the hours claimed, include verification. The grant does not include reimbursement for vacation, sick leave, holidays or comp time incurred.
 - B. Traffic Patrol conducted during grant funding is to be submitted on the Performance Reports and submitted monthly or with the quarterly reports (Attachment 4). Use the report to compile and submit the total number of reportable crashes, traffic contacts and citations issued during grant funded activity.
 - C. The grant requires a 25% agency match. Examples of match include: mileage incurred during enforcement activity, salary for personnel conducting outreach related to the grant activity, percentage of salary of officers working the grant (if not

already claimed for reimbursement, patrol hours by officers not on grant time. Record the match on the grant reimbursement claim. (Attachment 6)

- D. The federal fiscal year ends on September 30, 2024. Grantee must ensure that all funded activities are completed by the end of the federal fiscal year.
- E. Submit the FINAL Report by October 15, 2024. All claims and reports must be submitted before final reimbursement will be made to the grantee.

OTHER GRANT REQUIREMENTS

- 1. Grantee agrees to the CERTIFICATIONS AND ASSURANCES (Attachment 1) and will comply as applicable. **PAGE 14 MUST BE SIGNED AND SUBMITTED** with the Highway Safety Grant document.
- 2. System for Award Management (SAM) is required when receiving federal awards or federal funds. This may be accessed at <http://www.sam.gov>.
 - A. The Grantee agrees it shall maintain current registrations in the System for Award Management (SAM) at all times during which it has active federal awards.
 - B. If OHS discovers the Grantee, or its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting, grant may be terminated immediately.
- 3. Personally Identifiable Information (PII). As noted under 2 CFR Chapter I, Chapter II, Part 200:
 - A. §200.79 Personally Identifiable Information (PII). PII means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.
 - B. §200.82 Protected Personally Identifiable Information (Protected PII). Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, and criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.
 - C. §200.303 Internal Controls. The non-Federal entity must take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the

non-Federal entity considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Pursuant to this grant, the Grantee may collect or the State may disclose to the Grantee, Personally Identifiable Information (PII), which the State in conformance with Title 49, Chapter 2 Idaho Code and the Federal Driver Privacy Protection Act, regards as confidential. PII is information that identifies an individual, including, but not limited to, an individual's photograph, social security number, driver identification number, name, address, telephone number, and any medical or disability information. PII shall belong solely to the State, and the Grantee shall use such information only in the performance of its services under this grant.

The Grantee shall not disclose PII to any third party except with the State's prior written consent, or under a valid order of a court or governmental agency of competent jurisdiction, and then only upon timely notice to the State. The State may require that the Grantee's officers, employees, agents or sub-Grantees agree in writing to the obligations contained in this section. All PII shall be returned to the State within twenty (20) working days of termination of this grant. The confidentiality obligation contained in this section shall survive termination of this grant. The Grantee shall notify the State within 24 hours of any loss, theft or inadvertent disclosure of PII.

ADMINISTRATIVE EVALUATION

Evaluation activities will be conducted on a routine basis to ensure that grant objectives are being met. The following information will be provided as part of the OHS Quarterly report and close out evaluations:

1. Provide the number of grant-funded overtime saturation patrols conducted and statewide saturation patrols (mobilizations) in which the Grantee participated. Other than the pre-scheduled traffic enforcement mobilizations periods set by OHS, when and where did the Grantee conduct the traffic enforcement saturation patrols?
2. Did the Grantee take a zero tolerance for unrestrained vehicle occupants (including children)?
3. Did the Grantee conduct public education and awareness activities? Please describe.
4. Were claims and reports submitted in a timely manner?

IMPACT EVALUATION

Using WEBCARS, Numetric, and/or the Grantee agency data, the Grantee will assess the change in incidence of impaired driving, aggressive driving, distracted driving, and increased occupant protection use in fatal and serious injury crashes during the grant period.

1. Did the agency succeed in reducing the number of fatal and injury crashes?
2. Did the agency succeed in increasing public awareness regarding traffic safety? If yes, what methods were used to increase awareness?

AUDIT

Grant will be audited during the annual audit conducted by the City. Company that conducts the yearly audit of the City of Lewiston:

Agency _____
Contact Name _____
Contact Phone # _____
Email: _____

MOSCOW POLICE DEPARTMENT FINANCIAL CONTACT

Financial claims will be processed by:

Contact Name: Alisa Anderson
Contact Phone: 208-883-7600
Email: aanderson@ci.moscow.id.us

EEO/HUMAN RESOURCES LIAISON

Agency _____
Contact Name & Contact Title _____
Contact Phone # _____
Email: _____

ITD OFFICE OF HIGHWAY SAFETY CONTACT

OHS Manager Josephine Middleton, Office of Hwy Safety Manager
 Josephine.middleton@itd.idaho.gov
 208-334-8112

Agency Representative: Denise Dinnauer, Grant Contracts Officer
 Denise.dinnauer@itd.idaho.gov
 (208) 334-4460

Physical Address: 3293 Jordan St. Boise, ID 83703
Mailing Address: P.O. Box 7129, Boise, Idaho 83707-1129

ITD FINANCIAL CONTACT

Nancy Farnsworth
Financial Specialist Sr.
Financial Services
Idaho Transportation Department
Phone (208) 334-8732
Email: nancy.farnsworth@itd.idaho.gov

FUNDING SOURCE(S)

Fiscal Year	Funding Source CFDA	FAIN	Funding Amount	Match Amount
FFY 2024	BIL 402 20.600	69A375243000040201D0	\$ 75,000	\$18,750

AUDIT

This project will be audited by the State Legislative Audit Program on a biennial basis. This audit process is the mechanism employed by the state of Idaho in accordance with Idaho Code 67-449, which is congruent with OMB Circular A-128.

Appendix A to Part 1300--Certifications and Assurances for Highway Safety Grants

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4-Highway Safety Act of 1966, as amended.
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58.
- 23 CFR part 1300-Uniform Procedures for State Highway Safety Grant Programs.
- 2 CFR part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 2 CFR part 1201-Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, ([https://www.frs.gov/documents/OMB Guidance on FFATA Subaward and Executive Compensation Reporting 08272010.pdf](https://www.frs.gov/documents/OMB%20Guidance%20on%20FFATA%20Subaward%20and%20Executive%20Compensation%20Reporting%2008272010.pdf)) by reporting to FRS.gov for each sub-grant awarded:

- Name of the entity receiving the award.
- Amount of the award.
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source.
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action.
 - Unique entity identifier (generated by **SAM.gov**).
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received-
 - (I) 80 percent or more of its annual gross revenues in Federal awards.
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits ++discrimination on the basis of race, color, national origin).
- [49 CFR part 21](#) (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation Education of Title VI of the Civil Rights Act of 1964);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 USC 324 et seq.). and Title IX of the Education Amendments of 1972, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex).
- Section 504 of the Rehabilitation Act of 1973. ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#).
- The Age Discrimination Act of 1975. as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age).
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III c (the Americans with Disabilities Act ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#).
- [Executive Order 12898](#), Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations).
- [Executive Order 13166](#), Improving Access to services for Persons with Limited English

Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP)).

- [Executive Order 13985](#). Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
- [Executive Order 13988](#). Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded, from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance, from DOT including NHISA"

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests

For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The [name of Recipient, in accordance with the provisions of Title V 1 of the Civil Rights Act 1964 (78 Stat. 252. 42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantage business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) Win every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are

found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing a drug-free awareness program to inform employees about:
 - I. The dangers of drug abuse in the workplace.
 2. The grantee's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs.
 3. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 4. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination.
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.*, "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this

clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant **in** a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, **in** addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all

lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website <https://www.sam.gov> (
(
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the

United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub awardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by **NHTSA** or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure

shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted

driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
 - a. Participation in the National high-visibility law enforcement mobilizations as identified

annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –

- i. Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - ii. Increase use of seat belts by occupants of motor vehicles.
 - b. Sustained enforcement of statutes addressing impaired driving, occupant 10 protection, and driving more than posted speed limits.
 - c. An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes.
 - d. Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources.
 - e. Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))
8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Signature, Contractor Representative _____ **Date:** _____

Printed name of Contractor Representative: _____

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, October 9, 2023



AGENDA ITEM TITLE

Proposed City of Moscow Procurement and Purchasing Policy (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City of Moscow currently does not have established policies and procedures for purchasing supplies, materials, and services on behalf of the City. The lack of an established policy has resulted in confusion at times regarding employee purchasing authority as well as the ability for employees to sign contracts and agreements on behalf of the City. Staff have prepared a draft Procurement and Purchasing Policy to provide guidance on legal obligations and requirements, establish employee purchase authority limits, establish employee contract signatory authority limits, as well as establish standards related to City vendor charge accounts and appropriate use of credit cards. Staff will present the policy for the Council's review and consideration.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the proposed Resolution adopting the proposed Procurement and Purchasing Policy; or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of the proposed Resolution adopting the proposed Procurement and Purchasing Policy.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2023-Procurement and Purchasing Policy Adoption_final

RESOLUTION NO. 2023-__

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

WHEREAS, the use of public funds shall be guided by strong ethical standards, individual and organizational accountability, and public transparency; and

WHEREAS, the City deems that it is necessary and appropriate to ensure public confidence by way of a publicly accountable purchasing process and prevent fraud and theft through internal controls; and

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

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

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

WHEREAS, the City desires to establish policies for the establishment and use of credit cards and vendor charge accounts;

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

1. That the City Council hereby approves and adopts the City of Moscow Procurement and Purchasing Policy attached hereto as Exhibit 'A'.
2. That this Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

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

Maureen Laflin _____
Hailey Lewis _____
Julia Parker _____
Gina Taruscio _____

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

Arthur D. Bettge, Mayor

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

Laurie M. Hopkins, City Clerk

Exhibit A



City of Moscow
Procurement and Purchasing Policy
Adopted _____

I. Introduction

1. Policy Purpose

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

2. Policy Goals:

The City's purchasing and contracting goals are to:

- A. Guarantee City purchases comply with State and Federal law.
- B. Clarify purchasing procedures and ensure requirements are consistently followed by all City departments and employees.
- C. Save money by encouraging competition for good value.
- D. Enhance public confidence by way of a publicly accountable purchasing process and prevent fraud and theft through internal controls.
- E. Promote local business by providing equal opportunities for businesses located within the City to compete and to endeavor to purchase goods and services from vendors with a significant Idaho presence.
- F. Ensure purchasing decisions are based on high ethical standards, guard against favoritism, and promote the fair and equitable treatment of all persons who deal with the City.

3. Purchasing Ethics

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

- A. Follow the rules and regulations of the City of Moscow and the laws and constitution of the State of Idaho.
- B. Avoid activities that would compromise or give the perception of compromising the best interest of the City.
- C. Reduce the potential for any appearance of preferential treatment by obtaining multiple quotes from qualified providers to meet the intent of providing a publicly accountable process as well as meeting the dual goals of quality and economy.
- D. Act as responsible custodians of public money by obtaining maximum benefit for funds spent.
- E. Never solicit or accept money, loans, credits, discounts, gifts, entertainment, favors, or services from present or potential suppliers that might influence or appear to influence purchasing decisions. This does not apply to trivial benefits not to exceed a value of \$50 incidental to personal, professional, or business contacts and involving no substantial risk of undermining official impartiality.

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

- A. *Except as provided in this chapter, no officer or employee shall influence or attempt to influence the award of a contract to a particular vendor, or to deprive or attempt to deprive any vendor of a contract. (Idaho Code § 67-9230(3))*
- B. *No officer or employee shall conspire with a vendor or its agent, and no vendor or its agent shall conspire with an officer or employee, to influence or attempt to influence the award of a contract, or to deprive or attempt to deprive a vendor of a contract. (Idaho Code § 67- 9230(4))*
- C. *No public servant having any discretionary function to perform in connection with contracts, purchases, payments, claims or other pecuniary transactions of the government shall solicit, accept or agree to accept any pecuniary benefit from any person known to be interested in or likely to become interested in any such contract, purchase, payment, claim or transaction. (Idaho Code § 18-1356(2))*
- D. *A public servant commits a misdemeanor if he solicits, accepts or agrees to accept compensation for advice or other assistance in preparing or promoting a bill, contract, claim, or other transaction or proposal as to which he knows that he has or*

is likely to have an official discretion to exercise. (Idaho Code § 18-1357(1))

- E. *No public servant shall without the specific authorization of the governmental entity for which he serves, use public funds or property to obtain a pecuniary benefit for himself. (Idaho Code § 18-1359(1)(a))*
- F. *No public servant shall use or disclose confidential information gained in the course of or by reason of his official position or activities in any manner with the intent to obtain a pecuniary benefit for himself or any other person or entity in whose welfare he is interested or with the intent to harm the governmental entity for which he serves. (Idaho Code § 18-1359(1)(c))*
- G. *No public servant shall be interested in any contract made by him in his official capacity, or by any body or board of which he is a member, except as provided in section 18-1361, Idaho Code. (Idaho Code § 18-1359(d))*

II. Purchase Management

1. Vendor Relationships

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

2. Tax Exempt Status

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

3. Budget Requirements

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

4. Local Vendors

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

5. Vendor Charge Accounts

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

6. Department Supervisor Responsibility

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

7. Responsibilities of Department Managers

In accordance with this document, the Department Manager shall:

- A. Make no attempt to split projects or equipment purchases to avoid formal or informal bid requirements. This is a violation of State Law subject to a fine of up to \$5,000.
- B. Provide accurate and complete information on items requested and prepare purchase orders and invoices promptly.
- C. Manage expenditures to prevent a negative fund balance in their department(s).
- D. Guarantee that all expenditures above comply with Idaho Code Title 67, Chapter 28.
- E. Furnish the City Treasurer/Finance Director with complete information regarding the full cost of equipment and projects over \$5,000, including architectural or engineering costs required.
- F. Recommend to the City Supervisor for their approval acceptance of any gift of land, equipment, or other property and furnish the City Treasurer/Finance Director with details for asset management purposes.
- G. Notify the City Treasurer/Finance Director of purchases of \$5,000 or more for renewals or parts replacement of equipment when it equals 33% or more of the original cost of the equipment.

- H. Inspect or supervise the inspection of delivered supplies, services, equipment, and construction, determining the acceptableness of their quality, quantity, and conformance with specifications.
- I. Every department manager will review, understand, and take measures to comply with the Capitalization of Fixed Assets Policy.

III. Purchasing and Acquisition Guidelines

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

1. Donations.

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

2. Negative Fund Balance.

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

3. Department Manager Spending Authority.

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

4. Deputy City Supervisor Spending Authority

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

5. City Supervisor Spending Authority

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

6. Mayor Spending Authority

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

7. Purchases over \$150,000.

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

IV. Contracts for Services

1. Contracts and Agreements

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

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

In agreements where a vendor is performing a specific service defined by the City that will exceed \$20,000, a written contract is required. All contracts and agreements must be reviewed and approved by the City Attorney before execution. The original signed contract will be retained by the City Clerk and kept in the City's official records repository. Copies of all signed contracts will be available upon request from the City Clerk. The City Attorney must approve any decision to terminate a contract due to failure to perform. After notification of the City Council, the City Attorney will perform the steps necessary to legally terminate the contract.

2. Contract Approval and Execution Authority

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

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

3. Procurement Requirements

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

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

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

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

4. Professional Services Prequalification Roster

- A. The City shall publish notice, in accordance with the publication and advertising requirements for the bidding of public works construction projects, requesting Statements of Qualifications from qualified professional service providers. Within such publication, the City shall specify the specific knowledge, skills, and abilities the City seeks to secure and provide the basis upon which respondents will be evaluated.
- B. The review of Statements of Qualifications shall be based upon the criteria as contained within the Request for Qualifications and shall be intended to select the respondents with the best qualifications and demonstrated competence of the provider of the required services. All respondents deemed to be qualified to provide the requested services published within the Request for Qualifications shall be placed upon the City's Roster and may enter into a Master Services Agreement with the City, as approved by the City Council, specifying the terms and conditions of the provision of professional services on an on-demand task order basis to the City.
- C. When the City requires professional services, the City at its sole discretion shall select a consultant from the City's Roster and request the consultant to provide a professional services proposal that shall detail the scope of services to be provided and the fee and basis of payment of said services. The City and the selected consultant shall negotiate the scope and cost of the required services and enter into a task order for the requested services as provided for under the Master Services Agreement. Should the City and selected consultant be unable to successfully negotiate the scope and fee for the requested services, the City may select another consultant from the City's Roster and follow the same negotiation process as detailed herein. Agreement approval and signatory authority shall be in accordance with the table contained in Section IV.2 herein.

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

5. Exclusions

Nothing herein shall prohibit the City from publishing a Request for Qualifications for professional services for any project, or to secure other professional services in accordance with Idaho Code if the City determines that it is in the City's best interest.

6. Leases

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

- A. The City Attorney must review all lease agreements for legal adequacy.
- B. The City Supervisor must approve all lease agreements.
- C. The lease agreement authorization level will be determined based on the annual financial obligation to the City including any lease early termination fees and expenses.
- D. The Mayor must sign all lease agreements and the City Clerk shall sign attesting to the Mayor's signature.
- E. All lease agreements must contain a non-appropriations clause indicating the City Council cannot obligate funds beyond the current fiscal year.
- F. No leased equipment should be in the City's possession until the lease agreement has been approved and signed by the Mayor.
- G. A signed copy of every lease agreement shall be retained by the City Clerk and kept in a central location. Copies of all signed lease agreements will be available upon request to the City Clerk. The City Clerk will forward a signed copy to accounts payable for payment verification.

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

7. Risk Management and Insurance Requirements

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

V. Credit Accounts and Credit Cards

1. Vendor Credit Accounts

- A. To improve efficiency and offer convenience within a controlled environment, purchasing via an authorized City Credit Account is allowed. These accounts are tax-exempt and are to be used for City purchases ONLY. Contractors are not allowed to use a City credit account for materials or other purposes. City employees are not allowed to charge items for their personal use with the intent of reimbursing the City for the purchase or open lines of credit, or apply for and receive charge cards as individuals. Such accounts will be canceled and any unauthorized use of City credit accounts will be considered cause for disciplinary action up to and including termination and/or prosecution.
- B. Only regular full-time City employees are permitted to use credit accounts, and then only with the authorization of the Department Manager. The Department Manager shall provide the City Treasurer/Finance Director with a list of employees who are authorized to charge purchases on the City's Credit Account and shall immediately notify the City Treasurer/Finance Director when an authorized employee leaves the City's employment.
- C. Charge accounts with vendors with whom the City regularly conducts business may be established with the approval of the City Supervisor. All departments will use "City of Moscow" for an account name, rather than an individual department name. No more than one City account may be established with the vendor. All vendors should be directed to use ONLY the City Hall address for billing. The shipping address should be the department's physical address.

2. Credit Cards

- A. The City will maintain a limited number of credit cards that will be issued to the Mayor and authorized regular full-time employees upon demonstration of need and the approval of the City Supervisor. The City Supervisor will establish credit limits and any adjustments thereto for each credit card issued.
- B. Unless otherwise approved by the City Supervisor, credit cards shall be issued to specific individuals (cardholders) and not a department to ensure greater accountability and financial controls.
- C. Cardholders are responsible for safeguarding the card's security at all times and shall employ reasonable measures to prevent the theft or loss of the credit card. Credit cards and credit card numbers shall not be loaned to other employees or individuals. If a cardholder does not take enough care to retain physical control of the card and card information, disciplinary actions may be taken including potentially revoking card privileges.
- D. When using credit cards, receipts showing the detailed nature of the purchase shall be retained by the employee and uploaded into the City credit card system which will then be approved by the Department Supervisor. Each cardholder shall directly review the purchases made using their card and reconcile the charges within the billing period.
- E. Employees who fail to turn in receipts for credit card charges may be responsible for the charges.
- F. If the City identifies expenses on a City-issued credit card that are not allowed by the City's purchasing, personnel, or travel policies, the responsible employee will be required to provide a timely repayment of the disallowed charges and provide an explanation of how the charge occurred and steps that will be taken to ensure it will not occur in the future.
- G. Cardholders are encouraged to utilize per diem reimbursements or advanced payment for meal expenses while traveling instead of utilizing their credit card. When that is not possible, cardholders may use the credit card to purchase meals while traveling in lieu of per diem reimbursement, but all meals charged to the credit card must comply with the established per diem rates for the geographic area where the meals are purchased.
- H. All meal charges must have the original detailed receipt showing what was specifically purchased. Receipts that only have the total paid for the meals are not acceptable. If the receipt does not show the details, or if the meal is over the per diem rate, the cardholder will be responsible for reimbursing the City for the purchase.
- I. Where the meal is required to be paid in association with a conference or event that the employee is required to attend, and where the meal cost exceeds the per diem rate

for the geographic area, the conference or event meal cost will take place of the applicable per diem rate for that meal.

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

K. Disallowed charges shall include:

- a. Cash advances;
- b. Items or services for personal use;
- c. Expenses incurred by a spouse, family member, or other person not authorized under the agency's policies;
- d. Alcoholic beverages;
- e. Fuel for privately owned vehicles;
- f. Charges made outside an employee's approval authority;
- g. "Split transactions" in which a cardholder arranges for a vendor to split a large transaction into multiple smaller transactions (for instance, to get around the per-transaction credit limit);
- h. Purchases that might violate any portion of this procurement policy and ethical obligations (such as purchases from vendors who might pose a conflict of interest for the purchasing employee or official); and
- i. Purchases restricted by any other laws, policies, or guidelines.

VI. **Definitions**

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

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

3. **Department Manager.** See the Organization Chart, attached as Appendix 1.
4. **Department Supervisor.** See the Organization Chart, attached as Appendix 1.
5. **Fiscal Year.** The fiscal year of the City shall commence on the first day of October. See Idaho Code § 50-1001.
6. **Fund.** Fund means a category of moneys in the treasury from which appropriations are made. See Idaho Code § 67-3501B(5).
7. **Pecuniary Benefit.** Pecuniary benefit is any benefit to a public official or member of their household in the form of money, property, or commercial interests, the primary significance of which is economic gain. See Idaho Code § 18-1351(7).
8. **Procure.** Procure means to obtain property for City use in a manner other than by gift, including, but not limited to, purchase, lease, or rent. See Idaho Code § 67-9203(12).
9. **Procurement.** Procurement is the process of purchasing goods and services that includes the purchasing decision, the selection of the goods and services, and the payment made to purchase the goods from a vendor or contractor.
10. **Vendor.** Vendor means a person or entity capable of supplying property to the City. See Idaho Code § 67-9203(18).

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, October 9, 2023



AGENDA ITEM TITLE

Amended Solid Waste Franchise Agreement (ACTION ITEM) - Tim Davis

RESPONSIBLE STAFF

Tim Davis, Sanitation Operations Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

Latah Sanitation, Inc. (LSI) has approached staff regarding a number of areas within the current Franchise Agreement where their current costs are outstripping the Consumer Price Index (CPI) adjustments for compensation. Staff requested and received demonstrations from LSI regarding current roll cart costs and dumpster costs and confirmed that the current equipment compensation is not keeping up with replacement costs. Fuel relief has also been requested by LSI and is contemplated in the amended agreement. Staff also implemented into the amendment, the terms of a request by LSI to take over the roll-off container services and billing for said services.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the amended Sanitation Franchise Agreement, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the amended Sanitation Franchise Agreement.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. FirstAmendmentSolidWasteFranchiseAgreement_LSI_Final_with_attachments_with_track_changes

**FIRST AMENDMENT TO SECOND EXTENSION OF AND
AMENDMENT TO 2003 SOLID WASTE FRANCHISE
AGREEMENT INCLUDING AMENDMENTS TO FRANCHISE
AGREEMENT EXHIBITS**

THIS FIRST AMENDMENT TO SECOND EXTENSION OF AND AMENDMENT TO 2003 SOLID WASTE FRANCHISE AGREEMENT (hereinafter "First Amendment"), made and entered into this _____ day of _____, 2023 by and between the City of Moscow, a Municipal Corporation of the State of Idaho (hereinafter referred to as "City"), and Latah Sanitation, Inc. (dba Inland Northwaste), an Idaho Corporation (hereinafter referred to as "Franchisee").

WITNESSETH:

WHEREAS, on August 4, 2003, City Council passed Ordinance No. 2003-20, where the City granted a non-exclusive franchise to Franchisee for the operation of a solid waste collection and disposal system for a term of ten (10) years beginning October 1, 2003 and ending September 30, 2013; and

WHEREAS, on September 26, 2003, the City and Franchisee entered into a Solid Waste Franchise Agreement for a term of ten (10) years beginning October 1, 2003 and ending September 13, 2013, with the City having the unqualified discretion to renew the Franchise Agreement for one successive term of ten (10) years; and

WHEREAS, on April 15, 2013, the City and Franchisee entered into an extension of and amendment to the 2003 Solid Waste Franchise Agreement with Franchisee; and

WHEREAS, on April 15, 2013, City Council passed and the Mayor approved Ordinance No. 2013-07 amending Moscow City Code Title 9, Chapter 9, to include provisions for the new roll carts to be used in solid waste collections; with an effective date of August 1, 2013 and

WHEREAS, on April 6, 2015, City Council approved the proposal from Franchisee for single stream recycling program which included new roll carts to be used in the new curbside single stream recycling program; and

WHEREAS, on December 7, 2015 City Council approved Ordinance 2015-18, amending Exhibit D of the April 15, 2013 Extension of and Amendment to 2003 Solid Waste Franchise Agreement related to single stream curbside collection of recyclables and entered into a second extension of and amendment to the 2003 Solid Waste Franchise Agreement with Franchisee modifying the term and renewals section providing that the term of the Non-Exclusive Franchise shall be amended to expire on September 30, 2035; and

WHEREAS, on September 8, 2020, City Council approved Resolution 2020-20, accepting amendments to Franchise Documents, specifically Exhibits "A", "C", "D", "E", and "G" of the Second Extension of and Extension to the 2003 Solid Waste Franchise Agreements to address the

recycling policy changes in China which disrupted the recycling commodity markets worldwide. The Amendments also addressed the tire and household hazardous waste disposal costs; the change of City to perform public recycling education in house; added compensation for extra routing; and allowed direct reimbursement costs for actual paid invoices of tire and household hazardous waste disposal. Prior to Council approving Resolution 2020-20, Franchisee reviewed and was in agreement with the Amendments to the Exhibits as detailed in Resolution 2020-20; and

WHEREAS, subsequent to the passing of Resolution 2020-20, the Parties did not execute a written Amendment to the Second Extension of and Extension to the 2003 Solid Waste Franchise Agreement adopting the changes made to Exhibits “A”, “C”, “D”, “E” and “G” as presented and accepted by City Council through Resolution 2020-20. This First Amendment includes the changes made to the Exhibits as reflected in Resolution 2020-20, in addition to other amendments agreed upon by the Parties; and

WHEREAS, on July 14, 2022, Franchisee submitted a proposal to the City for “Roll-Off Program Adjustments”, whereby Franchisee shared they invested in the expansion of their roll-off dumpster inventory by adding 8-yard, 11-yard, 15-yard, and 45-yard roll-off dumpsters. The containers currently offered are 22-yard and 30-yard containers. Franchisee is also proposing to take over the direct billing for roll-off container services currently being billed by the City of Moscow. Hauling rates will remain the same and rental rates will be restructured and simplified to a flat daily rate. The City will continue to retain the tonnage tipping fees for roll-off container services under the proposal. The program adjustments require a modification to Franchise Document, Exhibit “G”; and

WHEREAS, the Parties intend to modify the Second Extension of and Amendment to the 2003 Franchise Agreement and Franchise Documents through this First Amendment;

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

- A. 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 by the Parties along with the following sections of this First Amendment.
- B. Pursuant to Section 2. B. of the Second Extension of and Amendment to 2003 Solid Waste Franchise Agreement executed on December 7, 2015, the Parties agree to amend the Franchise Documents Exhibits as detailed herein:
 1. Franchisee and City accept the amendments to the Franchise Document, Exhibit “A”, attached hereto as Attachment 1 and titled “2023 Amendment to Exhibit “A” General Specifications”;
 2. Franchisee and City accept the amendments to the Franchise Document, Exhibit “B”, attached hereto as Attachment 2 and titled “2023 Amendment to Exhibit “B” Specifications for Solid Waste Collection Within City Limits;

3. Franchisee and City accept the amendments to the Franchise Document, Exhibit “C”, attached hereto as Attachment 3 and titled “2023 Amendment to Exhibit “C” Specifications for Solid Waste Processing Facility (SWPF)”;
 4. Franchisee and City accept the amendments to the Franchise Document, Exhibit “D”, attached hereto as Attachment 4 and titled “2023 Amendment to Exhibit “D” Curbside Collection of Recyclables”;
 5. Franchisee and City accept the amendments to the Franchise Document, Exhibit “E”, attached hereto as Attachment 5 and titled “2023 Amendment to Exhibit “E” Specifications for Recycling Center”;
 6. Franchisee and City accept the amendments to the Franchise Document, Exhibit “F”, attached hereto as Attachment 6 and titled “2023 Amendment to Exhibit “F” Definitions”;
 7. Franchisee and City accept the amendments to the Franchise Document, Exhibit “G”, attached hereto as Attachment 7 and titled “2023 Amendment to Exhibit “G” Fee Schedule”;
 8. Franchisee and City accept the amendments to the Franchise Document, Exhibit “H”, attached hereto as Attachment 8 and titled “2023 Amendment to Exhibit “H” Insurance Certificates and Performance Bonds”;
 9. Franchisee and City accept the amendments to the Franchise Document, Exhibit “I”, attached hereto as Attachment 9 and titled “2023 Amendment to Exhibit “I” Map of Collection Routes”;
 10. Franchisee and City accept the amendments to the Franchise Document, Exhibit “J”, attached hereto as Attachment 10 and titled “2023 Amendment to Exhibit “J” Specifications for Wastewater Biosolids Composting Facility”.
- C. Parties acknowledge that the 2013 and 2015 Franchise Agreement Amendments were executed without separate amendments for the Franchise Documents Exhibits as required by Section 2. B. of the Second Extension of and Amendment to 2003 Solid Waste Franchise Agreement executed on December 7, 2015. Both Parties acknowledge and agree that the Amendments were valid and binding upon both Parties and waive any rights to claim breach as it applies to the acceptance and validity of the terms of the Amendments. The Parties acknowledge that the lack of separate Amendments having been executed by a separate amendment for each Exhibit was an oversight.
- D. All other terms of the original 2003 Solid Waste Franchise Agreement and subsequent Extensions and Amendments unmodified by this First Amendment to Second Extension of and Amendment to the 2003 Solid Waste Franchise Agreement remain in full force and effect; all Exhibits prior to this First Amendment are hereby replaced by the Amended Exhibits reflected in the attached, Attachments 1 – 10.

E. Future Amendments.

The Parties agree to amend Section 2. B. of the Second Extension of and Amendment to 2003 Solid Waste Franchise Agreement, dated December 7, 2015, by deleting the existing Section 2. B language that states the following:

“Amendments: If Franchise Document/s are amended, a separate Amendment for each Exhibit shall be written.”

The Parties agree that Section 2.B. shall be amended by adding the following language that will replace the deleted language noted above:

“If Franchise Documents are amended, only the pertinent document(s), including the pertinent exhibit(s) is/are required to be amended in writing, a separate amendment for each Exhibit that is unchanged by the amendment is not required.”

- F. All other provisions of the Second Extension of and Amendment to 2003 Solid Waste Franchise Agreement, dated December 7, 2015, that are unchanged by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, said Franchisee and City have caused this First Amendment to the Second Extension of and Amendment to the 2003 Solid Waste Franchise Agreement to be executed on the day and year first above written.

I, Brandon Johnson, certify under penalty of perjury pursuant to the State of Idaho, that I am an authorized agent to bind Latah Sanitation, Inc. (dba Inland Northwest) to this First Amendment.

LATAH SANITATION, INC.

CITY OF MOSCOW

By: _____
Brandon Johnson, CEO

By: _____
Arthur D. Bettge, Mayor

ATTEST:

By: _____
Laurie M. Hopkins, City Clerk

Approved As To Form

By: _____
Mia Bautista, City Attorney

ACKNOWLEDGMENT

On this ____ day of _____, 2023, appeared before me, a notary public of the State of Idaho, Brandon Johnson, in his official capacity as CEO of Latah Sanitation, Inc. dba Inland Northwaste, known to me, and acknowledged that he executed the same.

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____

Attachment 1

2023 AMENDMENT TO EXHIBIT “A”

GENERAL SPECIFICATIONS

- 1.0 Scope of Work
- 2.0 Holidays
- 3.0 Complaints
- 4.0 Office
- 5.0 Hauling
- 6.0 Disposal
- 7.0 Public Communications
- 8.0 Point of Contact
- 9.0 Salvage Rights
- 10.0 Resource Recovery
- 11.0 Compliance With Laws
- 12.0 Nondiscrimination
- 13.0 Indemnity
- 14.0 Licenses and Taxes
- 15.0 Insurance
- 16.0 Performance Bonds
- 17.0 Interruption of Service
 - 17.1 Definitions
 - 17.2 Temporary Possession
 - 17.3 Payments During Interruption of Service
 - 17.4 Expiration of Temporary Possession/Written Notice
 - 17.5 Suspension of Payments to Franchisee
 - 17.6 Right to Contract With Others
- 18.0 Basis and Method of Payment
 - 18.1 Fees
 - 18.2 Modification to Fees
 - 18.3 Services Not Included Under Franchise Agreement
 - 18.4 City Shall Bill & Collect
 - 18.5 Delinquent and Closed Accounts
- 19.0 Ownership
- 20.0 Waiver
- 21.0 Independent Contractor
- 22.0 Adherence to Laws
- 23.0 Jurisdiction and Venue
- 24.0 Severability
- 25.0 Binding on Successors and Assigns

1.0 SCOPE OF WORK

The work required under the Franchise shall consist of the terms and conditions contained in the Franchise Documents and Exhibits thereto and the Solid Waste Ordinance, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Franchise Documents and the Solid Waste Ordinance.

The scope of work shall not include collection services which are not specifically set forth in the franchise documents.

2.0 HOLIDAYS

The following shall be holidays for purposes of this Franchise Agreement:

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

Franchisee may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Franchisee of its obligation to provide collection service at least once per week.

3.0 COMPLAINTS

All formal complaints regarding performance shall be made through the City to the Franchisee. The Franchisee will be given a reasonable period of time in writing to respond to such formal complaints. Failure of the Franchisee to respond to formal complaints or to take action to remedy the condition creating the complaint shall be deemed to be a breach of this Franchise and shall be grounds for revocation of the Franchise. Complaints made directly to the Franchisee shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Franchisee shall investigate and, if such allegations are verified, shall arrange for the collection of the solid waste not collected within one working day after the Franchisee is notified of the complaint. A log of all such complaints shall be filed with the City monthly.

4.0 OFFICE

The Franchisee shall maintain an office at 3299 Hwy. 8 East or at another location approved by the City. A responsible person shall be in charge of the office from

8:00 a.m. to 4:30 p.m. Monday through Friday to answer the telephone and receive inquiries, except holidays.

5.0 HAULING

All solid waste collected by the Franchisee shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

6.0 DISPOSAL

The Franchisee shall be responsible for the processing of solid waste and disposal of inert/demolition waste after said wastes are delivered to the designated disposal site. The City, and not the Franchisee shall be responsible for the hauling of Transport Waste (as defined by the Franchise Documents) to the Ultimate Disposal Site and disposal at the Ultimate Disposal Site and the costs thereof. The City and not the Franchisee shall be responsible for the selection of the Ultimate Disposal Site.

7.0 PUBLIC COMMUNICATIONS

The Franchisee shall make a reasonable effort to communicate the following to the public: complaint procedures, regulations, day(s) for scheduled solid waste and recycling collection, roll carts, changes in the operation of the system, and any other relevant questions.

8.0 POINT OF CONTACT

All notices between the Franchisee and the City shall be directed by the Franchisee to the Director, P.O. Box 9203, Moscow, Idaho, 83843; and by the City to President, Latah Sanitation, Inc., P.O. Box 8036, Moscow, Idaho, 83843.

9.0 SALVAGE RIGHTS

The City shall have the full and exclusive right to all salvageable materials collected in connection with the collection of solid waste pursuant to this Agreement, and shall have the sole right to any and all funds received from the sale of said salvageable materials. Salvaging or scavenging by the Franchisee, or any of its employees, is prohibited, unless written consent of the Director is obtained, or as provided in the Franchise Documents.

10.0 RESOURCE RECOVERY

The Franchisee agrees to keep the Director advised as to any current developments in recycling programs, and to participate in such recycling programs when directed by the City, in conformance with Exhibit "D" and Exhibit "E". The Franchisee

agrees to cooperate on any reasonable basis with local civic organizations who desire to participate in a recycling program.

11.0 COMPLIANCE WITH LAWS

The Franchisee and the City shall conduct operations under this non-exclusive Franchise Agreement in compliance with all applicable laws; ~~provided, however, the Franchise Documents shall govern the obligations of the Franchisee where there is conflict with a general ordinance of the City on the subject.~~

12.0 NONDISCRIMINATION

The Franchisee shall not discriminate against any person because of physical or mental, disability, race, sex (including pregnancy), age, creed, color, gender, marital or familial status, sexual orientation, gender expression or identity, religion, or national origin. The Franchisee shall not discriminate against any employee or applicant for employment. The Franchisee's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Franchisee agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

13.0 INDEMNITY

The Franchisee will indemnify, ~~hold~~save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Franchise ~~arising out of~~ ~~resulting from the sole~~ willfulness, recklessness, or ~~negligent act~~ negligence, or omission of the Franchisee, its officers, agents and employees ~~acting within the course and scope of their employment or agency~~; provided however, that the Franchisee shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees. ~~The City is a governmental entity subject to the statutory and constitutional restrictions concerning the acceptance of liability. The City's liabilities are further governed by the Idaho Tort Claims Act. The City will be responsible for its own acts and omissions and those of its officers, employees and agents acting within the course and scope of their employment. The Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903 (2)(ii), states that the City's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the City.~~

14.0 LICENSES AND TAXES

The Franchisee shall obtain all necessary licenses and permits and promptly pay all required lawful taxes and fees required by the City or other governmental entity.

15.0 INSURANCE

The Franchisee shall at all times during the Franchise term maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage. ~~The Franchisee shall obtain All insurance shall be~~ by insurers acceptable to the City and for policy limits mandated below. Before commencement of work hereunder the Franchisee agrees to furnish to the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. -The certificates shall contain the following express obligations:

"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 will be given to the certificate holder."

For the purpose of the Franchise Agreement, the Franchisee shall carry the following types of insurance in at least the limits specified below:

Coverages	Required Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	\$2,000,000 each Accident \$1,000,000 Disease, Each Employee \$1,000,000 Dosease policy limit
Commercial General Liability	\$1,000,000 each occurrence (bodily injury and property damage is combined, except automobile) \$2,000,000 aggregate
Bodily Injury Liability —(Except Automobile)	\$2,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence

—(Except Automobile) Pollution Liability	\$500,000 aggregate \$1,000,000 combine single limit each claim
Automobile Bodily Injury Liability	\$21,000,000 each person combine single limit
Umbrella Liability	\$2,000,000 each occurrence \$2,000,000 Aggregate

As an alternative to the above, Franchisee may, with the express written permission of the City, insure the above public liability and property coverages under a plan of self-insurance. Each insurance policy with respect to public liability insurance may provide for a self-insured retention of an amount of two hundred fifty thousand dollars (\$250,000) with the result that the Franchisee is its own insurer to that extent.

16.0 PERFORMANCE BONDS

The Franchisee shall furnish security for the faithful performance of the Franchise Agreement for the fiscal year 2013 and for each subsequent year thereafter. Such security shall cover all solid waste collection system services in Latah County and shall be in an amount of Two Hundred Thousand Dollars (\$200,000). Said security shall be furnished on return of the executed Franchise Agreement to the City and shall indemnify the City against any loss resulting from any failure of performance by the Franchisee, not exceeding, however, the total sum of the bond. It shall guarantee payment of wages to all employees and the cost of all supplies, materials, and insurance premiums required to fulfill this Franchise Agreement. It is agreed and understood that the surety's obligation is for the fiscal year set forth in the bond and that such obligation does not extend beyond the year so stated.

17.0 INTERRUPTION OF SERVICE

17.1 Definitions:

For the purposes of this paragraph the following definitions shall apply:

- (1) "Interruption of service" shall mean:
 - (a) Any time period during which solid waste collection services by the Franchisee are interrupted by a labor dispute or other action that results in scheduled collections being discontinued or substantially reduced for a period of seventy two (72) hours; or

- (b) Any time period after notice by the City of the termination of the Franchise by reason of breach or default by the Franchisee and until other suitable equipment can reasonably be purchased or otherwise acquired by the City for such purpose, or until such time as other arrangements can be made by the City for other collection and transport to the City-designated disposal site services.
- (2) "Equipment" shall mean any and all vehicles and equipment used by the Franchisee for the purpose of performing the services provided for in the Franchise at any time within ninety (90) days immediately prior to the commencement of the interruption of service.
- (3) "Payment for use" shall have the following meaning:
- (a) In the case of a piece of equipment subject to a contract, "payment for use" shall mean any installment payment coming due under a contract for such piece of equipment while the City is possessing and using such piece of equipment pursuant to this paragraph during an interruption of service. Payment for use shall not be deemed to include any payment coming due under such contract either prior to, or after the expiration of, such period. Payment for use shall be made by the City, from time to time, directly to the person or company to whom the payment is owed under the contract, and the making of such payment or payments shall constitute full compensation to all persons for the City's temporary use of such piece of equipment.
- (b) In the case of a piece of equipment not subject to a contract, "payment for use" shall mean the reasonable rental value of such piece of equipment for such period of time during which the City possesses said equipment during interruption of service. Such payment shall, at the expiration of the term of the interruption of such service, be applied against any sums then owed to the City by the Franchisee, or, if none, it shall be paid by the City to the Franchisee.
- (4) "Contract" shall mean any conditional sales contract, mortgage, encumbrance, lease, rental agreement or other agreement which provides for retention of title to said equipment or other agreement which provides for retention of title to said equipment or grants a security interest therein, that may exist at the commencement of the interruption of service with regard to a piece of equipment.

- (5) "Notice" shall mean written notification actually received by the person to be notified or mailed to him by registered or certified mail at the most recent address furnished by him to the Director of the City of Moscow. As to the holder of a contract, the City shall be required to give notice only if the holder's identity is known to the City and the holder has furnished his address to said Director.

17.2 Temporary Possession

In the event of an interruption of service, the City shall be entitled to have the temporary possession of the equipment used by Franchisee to provide the City's collection and transport to the City-designated disposal site services, on the condition that; the City shall, from time to time, make the payment for use as provided in subparagraph (3) above. Upon taking such temporary possession, City shall forthwith give notice thereof to the Franchisee and to the then holder of a contract on such equipment, if any. Such temporary use shall not be deemed to be a breach of the terms of any contract regarding said equipment, but it shall otherwise be subject to the terms of such contract which are not in conflict herewith, except that the City shall not be required to make any payment other than the payment for use prescribed in said subparagraph (3). The making by the City of the payment for use prescribed in subparagraph (3) hereof shall be deemed to be compensation only for the temporary use of such equipment and the City shall not thereby acquire any ownership interest in such equipment.

17.3 Payments During Interruption of Service

During an interruption of services, so long as the City continues to make the payment for use of a piece of equipment when due, or within ten (10) days thereafter, such equipment may be retained by the City and may not be repossessed from the City. In the event the City fails to make a payment for use when due, or within ten (10) days thereafter, the City's right to continued temporary use of such piece of equipment shall cease, and possession of such equipment may be retaken by the Franchisee or by the holder of any lien thereon.

17.4 Expiration of Possession/Written Notice

At the expiration of the City's temporary possession of such equipment the City shall give written notice of such expiration to the Franchisee and to the then holder of a contract on such equipment on which the City has made payments, if any. In the event the Franchisee shall fail to take possession of such equipment within thirty (30) days after such notice, the Franchisee shall be deemed to have abandoned such equipment and waived all interest therein, and the City shall be free to use and dispose of such equipment

without liability or compensation to the Franchisee, subject to the terms of any contract that may then exist with regard to such equipment.

17.5 Suspension of Payments to Franchisee

In the event of interruption of service, all payments to Franchisee shall be suspended. All costs associated with providing service during an interruption of services shall be borne by the Franchisee who shall relinquish all receipts from collection service during the period of interruption of service to the City together with such additional funds as are necessary to satisfy the obligation.

17.6 Right to Contract With Others

The City shall also have the right to contract with another organization to provide service in the event of an interruption of service by the Franchisee.

18.0 BASIS AND METHOD OF PAYMENT

18.1 Fees

Fees as set forth in Exhibit “G” for each type of service shall include all costs, fees and other expenses of Franchisee associated with delivering that service, except for those costs:

- a. Associated with tipping fees at the designated disposal site, if any, are charged to Franchisee.
- b. Associated with providing recycling services pursuant to the Moscow Recycling Center Operations Agreement (Exhibit “E” – Specifications for Recycling Center).
- c. Associated with transport and ultimate disposal of Transport Waste subsequent to delivery of such solid waste to the designated disposal site and processing thereof by Franchisee.

18.2 Modification to Fees

- a. The fees which may be charged by the Franchisee as approved by the City for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index, as published by the United States, Bureau of Labor Statistics, Index Series I.D. CWU0000SA0 Urban Wage Earners and Clerical Workers, U.S. All items, 1982-84=100. The statistics utilized shall be for a one year period and shall be the end adjusted figures for the Annual change for the calendar year, as published in January of each year. The fee modification date shall be October 1 of each year.

Every year the fees shall be increased or decreased for the coming year in a percentage amount equal to one hundred percent (100%) of the net percentage of change of the Consumer Price Index for the prior one year period.

City shall apply fuel cost adjustments related to the fees for services that require the use of fuel as a payment to Franchisee, or Franchisee will apply the fuel cost adjustment as a credit to the City when the index changes as further defined below. The index to be used when considering fuel price adjustments shall be the U.S. Energy Information Administration (EIA) https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=pets&s=emd_epd2d_pte_r5xca_dpg&f=m, Monthly West Coast (PADD 5) Except California No 2 Diesel Retail Prices (Dollars per Gallon). 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 adjustments 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 by October 15th and any payments or credits will be applied to October's billing).

Fuel adjustments provided by this Amendment shall be retroactively effective to January 1, 2022, and shall continue thereafter through the duration of the term of the Franchise Agreement. Effective January 1, 2022, the initial base fuel index (BFI) shall be Three Dollars and Forty-Six Cents (\$3.46) 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 fifty percent (50%) of the annual yearly change to the Consumer Price Index (CPI) as published in January of each year by the United States, Bureau of Labor Statistics (CWU0000SA0 Urban Wage Earners and Clerical Workers, U.S. All items, 1982-84=100). As described herein.

$$ABFI = BFI * (CPI \text{ annual adjustment} * 50\%)$$

Where:

BFI = Base Fuel Index

CPI Annual Adjustent = ((current year annual average CPI-
prior year annual average CPI)/prior year annual average
CPI)

ABFI = adjusted base fuel index

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:

Franchisee payment if CFI is greater than 115% of ABFI:

$$FPA = (CFI-(ABFI*115%))*Q$$

City credit if CFI is less than 85% of ABFI:

$$FPA = ((ABFI*85%)-CFI)*Q$$

Where:

FPA = fual price adjustment

ABFI = adjusted base fuel index

CFI = current fuel index

Q = monthly gallons

- b. The City has discretion to accept or reject a petition for an adjustment to ~~adjust~~ Franchise fees in the following manner. The Franchisee may petition the City ~~at any time~~ once every twelve (12) months for additional fee adjustments above the CPI on the basis of unusual changes in its cost of operations such as, but not limited to, revised Federal and State of Idaho laws affecting this Franchise which require mandatory compliance by Franchisee resulting in increased operating costs to Franchisee (as proven by full documentation of such increased operating costs as requested by the Director) or radical changes in the quantities or volumes, through no fault of the Franchisee, as set out in these documents. 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. The City shall respond to such requests within thirty (30) days.
- c. The City has discretion to implement a fee adjustment in the following manner. The City shall notify the Franchisee of the nature and extent of changes in either the level or nature of the service, such as an increase or decrease in the volume of service or a revised method of collection. The notice shall include a request by the City for the type or nature of documentation, analysis or audit it will

require of Franchisee in developing Franchisee's supporting data for the increase or decrease in costs. Within thirty (30) days following receipt of such a request unless some other time period is mutually agreed by the parties, the Franchisee shall fully develop the total increase or decrease in cost supported by an analysis of existing costs and such other supporting documentation (including an audit of costs and expenses specifically related to the change in service) and shall submit the same to the City for consideration. The City shall pay the reasonable and necessary expenses incurred, in excess of normal operating expense, by Franchisee in obtaining such documentation, analysis or audits where the adjustment is not implemented. If the adjustment is implemented, the new fee shall be adequate to reimburse Franchisee for the (aforementioned) expenses incurred by Franchisee of the documentation, analysis and/or audits required by the City. The City shall either notify the Franchisee to implement the change setting forth the method of compensation, whether it is an addition or reduction with respect to existing fees, or withdraw the request.

- d. Arbitration of Disputes. In the event that the Franchisee and the City cannot agree upon the compensation for the work to be performed in a good and workmanlike manner to be charged pursuant to sections 18.2a, 18.2b, or 18.2c, the parties agree that such a dispute shall be subject to binding arbitration pursuant to the rules of the Uniform Arbitration Act. The parties shall mutually select a disinterested, non-local arbitrator. The decision of the arbitrator shall be binding on both parties. The non-prevailing party, as determined by the arbitrator, shall pay all costs of the arbitration and the prevailing party shall be awarded its reasonable costs and attorney's fees incurred in participating in such arbitration, which costs and attorney's fees shall be limited to ten thousand dollars (\$10,000).
- e. The fee adjustments contemplated in sections 18.2a and 18.2b and 18.2c shall become effective on the date that the changes in service commence.
- f. Should additional services be required in an emergency, above and beyond those contemplated in this Franchise Agreement, the Director may order reasonable delivery of services and the City shall pay direct costs of such services plus fifteen percent (15%) for overhead and profit.

18.3 Services Not Included Under Franchise Agreement

Certain services are not contemplated under the Franchise Agreement. It is intended that when and if such service is required by the City, that the Franchisee shall provide such service, provided that a reasonable fee is charged for the nature and level of services requested. However, in the event that the Franchisee fails to offer a reasonable fee to the City for providing such service, the City reserves the right to seek and contract for such services from other providers. In such event the procedure for such new services shall be:

- a. If the City desires that the new service be provided to the citizens of the City of Moscow, the City shall submit to the Franchisee a request for proposal which shall outline the level and nature of services sought.
- b. The Franchisee shall have thirty (30) days within which to provide the City a written response to this request for proposal, which response shall include a detailed account of how the requested services shall be provided and the fee to be charged therefore.
- c. The City shall carefully review Franchisee's response and shall accept the proposed fees if the fees are reasonable. However, if the City determines that the Franchisee's fees for providing the new service is unreasonably high, the City may reject such response and solicit responses from other providers including Franchisee, to provide such services.

18.4 City Shall Bill and Collect

- a. The City shall submit statements for, and collect for services provided by the Franchisee, **with the exception of roll-off container services**, pursuant to the Franchise Agreement, including those accounts that are delinquent. **Franchisee shall submit statements to producers directly and collect for roll off container services.**
- b. The Franchisee shall provide the City with all changes in service on a monthly basis on forms approved by the Director and Franchisee. The City shall calculate the amount to be billed and bill all residents pursuant to this Franchise Agreement. The Franchisee shall provide the City with information on starts, stops and other changes in service promptly. The City shall provide to Franchisee billing and collecting information on a monthly basis. The City shall remit all solid waste collection service fees based on the previous months collections to the Franchisee by the 15th of the following month.
- c. In the event that the City bills and collects tipping fees, it shall bill and collect such fees from the producers and not from Franchisee.

- d. City shall bill, collect and forward any State of Idaho sales taxes owed to the Franchisee by the 10th of the month following collection. Any changes in sales tax during the year shall be reflected in the billing.

18.5 Delinquent and Closed Accounts

The Franchisee shall discontinue solid waste collection service at any residential or business unit for delinquent and closed accounts as set forth in a written notice sent to it by the City. Upon further notification by the City, the Franchisee shall resume solid waste collection on the next regularly scheduled collection day. The City shall indemnify and hold the Franchisee harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the Franchisee's discontinuing service at any location at the direction of the City.

19.0 OWNERSHIP

Title to all solid waste except hazardous waste and infectious waste shall pass to the City when placed in Franchisee's collection vehicle, removed by Franchisee from a container, or removed by Franchisee from the producer's premises, whichever last occurs. Title to hazardous waste and infectious waste remains with the producer or generator.

20.0 WAIVER

The failure of the City or Franchisee to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that the City or Franchisee may have regarding that specific instance, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions. 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. Further, this Agreement shall not be construed as a waiver of any rights or defenses that any party may have against the other, or third parties regarding any alleged contamination regarding the current landfill site.

21.0 INDEPENDENT CONTRACTOR

Franchisee and its employees, agents and/or representatives shall have the status of (an) independent contractor(s) and shall not be considered to be (an) employee(s) of the City.

22.0 ADHERENCE TO LAWS

The Franchisee shall at all times comply with and adhere to applicable laws for the operation of the site and shall provide to City:

- a. Within five (5) days after the receipt thereof, true, corrected, and complete copies of any written notice of noncompliance or true and accurate transcripts of any oral notice of noncompliance or true and accurate transcripts of any oral notice of noncompliance issued or given by any governmental agency; and
- b. Prompt written notice describing the occurrence of any event or the existence of any circumstances which does or may result in noncompliance or nonadherence, or of any action or proceeding of any nature alleging the same.

Noncompliance with applicable statutes, rules and regulations by Franchisee shall act as a breach of this Agreement and shall subject Franchisee to liability to the City therefore.

23.0 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.

24.0 SEVERABILITY

If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

25.0 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.

2023 AMENDMENT TO EXHIBIT “B”

**SPECIFICATIONS FOR SOLID WASTE COLLECTION
WITHIN CITY LIMITS**

This Exhibit “B” shall be subject to and governed by the Solid Waste Ordinance and the Solid Waste Franchise Agreement and General Specifications thereto.

- 1.0 Type of Service
 - 1.1 Residential Solid Waste Collection
 - 1.2 Commercial and Industrial Solid Waste Collection
 - 1.3 Schools, Institutions and Public Agency Solid Waste Collections
 - 1.4 Carry Out Services
 - ~~1.5~~1.4 Resource Recovery
 - ~~1.6~~1.5 Designated Disposal Site
 - ~~1.7~~1.6 Bulky Wastes
 - ~~1.8~~1.7 Hazardous Wastes
 - ~~1.9~~1.8 Composting of Yard and Garden Wastes
- 2.0 Operation
 - 2.1 Hours of Operation
 - 2.2 Days of Collections
 - 2.3 Collection Equipment
 - 2.4 Hauling
 - 2.5 Disposal

1.0 TYPE OF SERVICE

1.1 Residential Solid Waste Collection

The Franchisee shall collect household solid waste at least once each calendar week, on a Monday through Friday basis. Each roll cart shall be placed, with fully closed lid, at curbside or adjacent to an alley for collection. Roll carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. The Director shall determine which locations are best suited for pickup based on considerations including, but not limited to, vehicle access, site configuration, operational efficiency and convenience. Roll carts shall be placed with a minimum of three (3) feet of clearance from any obstacle that could interfere with pickup. When construction work is being performed in the right-of-way, roll carts shall be placed as close as practicable to an access point for the collection vehicle. Fees for a producer using other than alley or curbside service shall be as described herein.

Upon the request of the City, the Franchisee shall supply roll carts to all producers who are not authorized to be served by a mechanical container,

and as indicated by the City Utility Billing Department data base that identifies producers, accounts, and the registration of a specific roll cart to such producer/account. Roll cart delivery by the Franchisee shall take place no later than twelve (12) weeks following adoption of this Franchise Agreement by City Council.

The City shall approve the number, type, sizes and other specific physical requirements of the roll carts selected. Roll carts generally shall be sturdy, water tight, equipped with heavy duty wheels and with permanently attached, closeable lids. The Franchisee shall repair or replace, at its own expense, any roll cart which is damaged by the Franchisee. The Franchisee shall repair or replace any roll cart which has become no longer serviceable (i.e., broken wheels, cracked lid, broken axle, cracked or leaking body, etc.), within two (2) business days of notification by the producer or the City. The Franchisee shall keep all roll carts in good repair, shall bear the costs of normal wear and tear, and shall replace roll carts as needed and as required herein. The Franchisee shall not be required to collect residential solid waste from any receptacles which have not been approved by the City (e.g., receptacles or containers other than the registered roll cart).

The Franchisee shall supply all roll carts required for the services provided under this Franchise Agreement. The Franchisee shall register all distributed and/or replaced roll carts to a specific producer's address using methods such as a serial number, bar code, or radio frequency identification (RFID). The method of registration shall include information on which individual roll carts are assigned and designated to a specific producer's address for the purpose of identifying extra service, billing and inventory controls, etc. The Franchisee shall maintain an accurate data base linking registered roll carts to a specific producer address and account. The Franchisee shall electronically forward roll cart registration data and related information regarding all deliveries, swap outs, repairs and other service requests to the City, no less frequently than once a week.

Roll carts shall be available in a variety of volume capacities, solely as determined by the City. Producers may choose the roll cart capacity that they believe best fits their current individual needs or they will be assigned a default size as close to their current service level as possible, as solely determined by the City.

A Producer may exchange the original roll cart registered to such producer free of charge, one time during the first sixty (60) days following delivery of the roll cart and/or the implementation of this Residential Solid Waste Collection Program, whichever is later in time. Roll cart size change requests that occur after the initial sixty (60) day registration period shall be assessed an exchange fee, as established by the City.

The Director may authorize a roll cart size change when the roll cart capacity is insufficient to contain the waste produced or does not adequately serve the premises (considering the nature and the quantity of waste generated).

A producer shall be allowed one (1) courtesy return service per calendar year (i.e., because of a blocked roll cart, a roll cart not set out on time or a roll cart that is otherwise not serviceable, through no fault of the Franchisee, etc.). Return service fees are established in Exhibit “G” of this Agreement.

Each property owner/producer shall be financially responsible for lost, stolen or otherwise missing roll carts. Each property owner/producer shall also be financially responsible for damage caused to a roll cart from abuse or misuse. Replacement or repair assessed to the owner/producer shall be for actual cost, as calculated at the time damage occurs.

A roll cart shall remain at the property/address to which such roll cart is registered until such time that it is exchanged or removed by Franchisee (due to tenant change, account change, sale of property or when the property becomes otherwise vacated, etc.) All roll carts shall remain the property of the Franchisee.

After emptying any roll cart, the Franchisee shall replace the roll cart in an upright position, lid closed, at the place where such roll cart was placed for collection unless such replacement is reasonably likely to be unsafe or such replacement is physically impossible.

Scheduled residential collection of household solid waste may be postponed due to inclement weather and/or unsafe conditions. Such postponement shall cause collection of waste to occur the following regularly scheduled day/week or sooner, without penalty to the producer. Any such postponement shall be approved by the Director.

1.2 Commercial and Industrial Solid Waste Collection

The Franchisee shall collect commercial and industrial solid waste on a Monday through Saturday basis as needed. Hotels, restaurants, grocery stores, hospitals, resident university living groups, boarding houses and other similar establishments shall have their solid waste removed daily except Sundays and legal holidays unless all solid waste is tightly secured in plastic bags and placed in compactors, roll carts or mechanical containers. All other producers shall have solid waste removed on a weekly basis or more frequently as needed. Roll carts shall be collected once per week.

Scheduled commercial and industrial collection of solid waste may be postponed due to inclement weather and/or unsafe conditions. Such

postponement shall cause collection of waste to occur the following regularly scheduled day/week or sooner, without penalty to the producer. Any such postponement shall be approved by the Director.

Containers with solid waste shall be placed at curbside or alley, or as close as practicable for collection. Containers must be readily accessible at street grade on a flat, uniform surface for collection by the Franchisee. If containers are not readily accessible, an additional charge may assessed to the producer.

Containers for commercial and industrial uses may be either roll carts, mechanical containers or compactors unless the producer has its own approved compactor. Upon request of producer, the Franchisee shall furnish and maintain approved roll carts, mechanical containers or compactors for apartments, commercial, business and industrial services.

The Franchisee shall be responsible for the general repair and upkeep of all roll carts and mechanical containers owned by the Franchisee. Mechanical containers and roll carts owned by the Franchisee shall be kept in serviceable condition at all times and shall be kept painted in an approved manner and shall be identified with the Franchisee's name, phone number and, where requested, the City Code pertaining to unauthorized use of the container.

Any compactor owned or leased by a producer must conform to standards for equipment used by the Franchisee as of the date of this Agreement, or must be approved by the Franchisee and the Director. Compactors must be kept in good repair and meet all safety requirements.

Compactors and mechanical containers shall be made of metal and shall be so constructed that no liquid can leak from said containers. Said metal containers may have plastic lids as approved by the Director. However, containers or container parts made of materials other than metal, except as described herein, may be proposed by the Franchisee for the approval of the Director. Mechanical containers shall not be altered without prior approval from the Director and the Franchisee.

1.3 Schools, Institutions and Public Agency Solid Waste Collection

The Franchisee shall make solid waste collection services available to units of government operating from multiple sites in the same manner as provided for commercial and industrial producers, adjusted for any unique characteristics. These entities include the University of Idaho, School Districts, Latah County and the City.

The Franchisee shall adjust the levels of collection service provided to the University of Idaho and the School District to fit changes in their needs due to vacations.

1.4 Carry Out Service

Producers subscribing to solid waste and/or recycling roll cart services who are unable to place roll carts within reasonable collection access, may request Carry Out Service as defined in Exhibit "F". Approval of such service shall be at the sole discretion of the Director or designee.

1.54 Resource Recovery

The Franchisee shall provide a program to aid, support, foster and otherwise encourage resource recovery (recycling) within the City. -Such program shall include the operation by the Franchisee of the City of Moscow Recycling Center in conformance with Exhibit "E". The operations of the City of Moscow Recycling Center shall be regulated by Exhibit "E".

Curbside collection of recyclables by the Franchisee shall be pursuant to Exhibit "D".

1.65 Designated Disposal Site

The City shall provide access to the Franchisee to a designated disposal site which may include transfer stations, composting facilities, inert/demolition landfills, sanitary landfills or incinerators. The Franchisee shall transport the collected solid waste to such designated disposal site as directed by the City. The City shall provide the Franchisee with access to such designated disposal site at such times and schedules as shall be mutually agreed upon, however, such access shall be sufficient to allow the Franchisee to discharge its obligations pursuant to this Agreement. The present designated disposal site shall be located at 3299 Hwy. 8 East, Moscow, Idaho, but shall not include the landfill operated prior to October 1, 1993.

1.76 Bulky Wastes

The Franchisee shall provide a method of collecting and disposing of bulky wastes.

1.87 Hazardous Wastes

The Franchisee shall develop a program for the handling of hazardous wastes, as defined herein, generated within the corporate limits of the City. This program will provide for the collection and temporary handling of hazardous wastes prior to transit, transfer and disposal of such materials in

a legally approved manner. Costs for such program shall be borne by generators of hazardous waste.

1.98 Composting of Yard and Garden Wastes

The Franchisee shall develop a program for handling yard and garden wastes generated within City limits. This program shall include a method whereby residents may deposit their materials in acceptable location(s) within the City and at the composting site to be provided by the City. The Franchisee shall work with the City to provide a service to collect yard and garden wastes from City operations. Costs for the program shall be a negotiated fee.

Such program does not include the collection by the Franchisee of compostable materials when such materials are separated by the producer from its solid waste. Any such program for the collection of compostable materials shall be subject to and governed by Section 18.3 of the General Specifications, Exhibit "A".

2.0 OPERATION

2.1 Hours of Operation

Collection of solid waste shall not start before 7:00 a.m. or continue after 10:00 p.m. local time. Exceptions to collection hours shall be permitted only upon the mutual agreement of the City and the Franchisee.

It is understood between the parties that there is a relationship between fees agreed upon in this Agreement and hours of operation and that changes in hours may require adjustments in consideration to the Franchisee.

2.2 Days of Collection

The Franchisee shall submit appropriate information regarding days of collection service. A map or other notification to the City shall be provided by the Franchisee designating collection day for once-a-week service. The map shall be of such size to clearly show all pertinent information. The City shall post a map furnished by the Franchisee at City Hall. The posted map shall be of such size to clearly show all pertinent information. The Franchisee may, from time to time, propose to City for approval changes in the days of collection service, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, the Franchisee shall promptly furnish the City with a map and provide notice to City residents of such changes in a timely manner.

2.3 Collection Equipment

The Franchisee shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment regularly used in the collection of solid waste shall be kept in good repair and appearance at all times, and in a sanitary condition. Each vehicle so used shall have clearly visible on each side the identity and telephone number of the Franchisee and shall have a consistent color combination approved by the City.

2.4 Hauling

All solid waste collected by the Franchisee shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

2.5 Disposal

All solid waste collected by the Franchisee shall be transported by the Franchisee to the designated disposal site. The City and not the Franchisee shall be responsible for processing, hauling and disposal and the costs thereof, of the solid waste after the Franchisee delivers the same to the designated disposal site. The City and not the Franchisee shall be responsible for choosing a legally permitted ultimate disposal site.

2023 AMENDMENT TO EXHIBIT “C”

SPECIFICATIONS FOR SOLID WASTE PROCESSING FACILITY (SWPF)

- 1.0 Operations
- 2.0 Compensation
 - A. Amount
 - B. Base Annual Tonnage
 - C. Miscellaneous
 - D. Direct Reimbursement Costs
- 3.0 Record Keeping And Accounting
- 4.0 Policies/Procedures/Changes in Service
- 5.0 Employees and Equipment
- 6.0 Indemnification
- 7.0 Assignment
- 8.0 **RenewalTerm**

1.0 OPERATIONS

Franchisee agrees to supply the site and improvements thereon, in addition to the equipment and personnel which has been deemed necessary by the City to operate the site in conformance with the Franchise Agreement and this Exhibit “C”, which shall include, but not be limited to, the following:

- A. Franchisee shall provide the site, including the financing and construction of all capital improvements to be made thereon, in conformance with the design and specifications provided by the City; and
- B. Franchisee shall conduct the day to day operations of the site, including maintenance of the roads and daily maintenance of the buildings located on the site, in accordance with this Agreement and the direction of the City; and
- C. Franchisee shall be responsible for the operations of the site, including the on-site inspection, sorting, acceptance or rejection of solid waste arriving at the transfer station, in accordance with the direction of the City and in conformance with all applicable statutes and regulations of all governmental regulatory agencies; and
- D. The City shall establish a program of operating and monitoring procedures for the transfer station reasonably calculated to prevent the loading of unacceptable waste into transport trailers. Transfer station operators shall be instructed and trained to implement and maintain said program.

- E. Franchisee shall cause the orderly unloading of solid waste transport vehicles, including those vehicles brought in by the public; and
- F. The Franchisee shall load and prepare for transport all solid waste that has been deemed acceptable for transport in accordance with the direction of the City and in conformance with the requirements of the Ultimate Disposal Site, (including the loading of such solid waste in order to obtain maximum legal loads without damaging transport trailers and vehicles excluding normal wear and tear) and all applicable statutes and regulations of all governmental regulatory agencies; and
- G. The Franchisee shall cause all acceptable inert/demolition wastes to be placed in the inert/demolition Non-Municipal Solid Waste landfill and Franchisee shall thereafter operate such landfill in accordance with the direction of the City and in conformance with all applicable statutes and regulations of all governmental regulatory agencies; and
- H. The Franchisee shall cause all acceptable compostable waste to be placed into the composting facility and shall thereafter operate such composting facility in accordance with the direction of the City and in conformance with all applicable statutes and regulations of all governmental regulatory agencies.
- I. The City shall have the exclusive right to all salvageable materials delivered to said site, and shall have the right to any and all funds received from the sale of said salvageable materials.

The City may, in writing, allow the Franchisee such right to salvage, subject to the City's sole and unqualified discretion. If the City grants such salvage rights to Franchisee, the Franchisee shall hold harmless and indemnify the City for any and all liability resulting from, and for any and all damages of any type or nature, resulting from salvaging or scavenging by the Franchisee, or any of its employees, of such materials. Further, such salvaging or scavenging activities by Franchisee shall in no way serve as a basis for increasing the compensation pursuant to this Agreement.

- J. Franchisee shall cause acceptable household hazardous waste, known by Franchisee to be such, to be placed at the household hazardous waste holding facility until transported to an ultimate disposal site. Franchisee shall operate such facility in accordance with the direction of the City and in conformance with all applicable statutes and regulations of all appropriate government regulatory agencies. The cost of transportation and disposal at an ultimate disposal shall be paid by City.

2.0 COMPENSATION

- A. **Amount:** The Franchisee shall be entitled to Franchisee's Annual Compensation for such operations per contract year, as provided in Exhibit "G", subject to such

increases or reductions made in conformance with subsections B and C of this section.

Such Franchisee's Annual Compensation (not including any additional compensation paid in conformance with subsection B of this section) shall be paid to Franchisee in twelve equal installments, to be paid on or before the 5th day of the following month. This sum and any adjustments made in conformance with Section 18.0 of the General Specifications, Exhibit "A" shall represent full annual compensation for personnel, equipment, improvements and any and all other expenses of operating said site.

- B. **Base Annual Tonnage:** Franchisee's Annual Compensation is based upon a base annual tonnage of acceptable solid waste received at said site, as provided in Exhibit "G". City and Franchisee specifically agree that no clean fill dirt accepted by Franchisee for processing at the SWPF/Non-MSW landfill pursuant to this Exhibit "C" shall be used or considered when calculating the Annual Tonnage Reimbursement in Section 7.2 of Exhibit "G" of the Franchise Agreement.

City and Franchisee specifically agree that no biosolids accepted from City by Franchisee for processing at the WBCF pursuant to Exhibit "J" shall be used or considered when calculating the Annual Tonnage Reimbursement in Section 7.2 of Exhibit "G" of the Franchise Agreement.

1. If the actual annual tonnage of acceptable solid waste received at the SWPF/Non-MSW landfill, based upon accurate scale receipts, exceeds the base annual tonnage of thirty two thousand two hundred (32,200) tons in a given contract year, then Franchisee shall be entitled to additional compensation at the adjusted rate per additional ton received over the base annual tonnage, as provided in Exhibit "G". If the actual annual tonnage received is less than the base annual tonnage, then the Franchisee shall be entitled to no additional compensation. The adjusted rate per ton shall be calculated as follows:

$$\text{Annual Solid Waste Processing Facility Operational Reimbursement} \div \text{Base Annual Tonnage (32,200 tons)} = \text{Adjusted Rate Per Ton}$$

2. If the actual annual tonnage of acceptable solid waste received at said site, based upon accurate scale receipts, is less than SEVENTY-FIVE PERCENT (75%) of the base annual tonnage, as provided in Exhibit G, Franchisee's Annual Compensation shall be reduced at the adjusted per ton rate for each reduced ton received less than seventy five percent (75%) of the base annual tonnage.

- C. **Miscellaneous Costs:** In addition to that compensation paid Franchisee pursuant to this Exhibit "C", subsections A and B, Franchisee shall receive compensation, as provided in Exhibit "G", for the following miscellaneous costs:

1. All utilities associated with the operation of the SWPF, including road maintenance; and
2. Building maintenance costs; and
3. Land use payments; and
4. Chlorofluorocarbon (CFC) removal; and
5. Appliance door removal; and
6. Asbestos disposal; and
7. Transfer Station and equipment maintenance and repairs; and
8. Non-MSW disposal; and
9. Roto-screening of compost.
10. The City shall develop a plan for the minimum level of closure of the inert/demolition (non-municipal solid waste) landfill and composting area. The closure plan shall further contain detailed cost estimates of closure costs, including labor costs, material costs and other costs associated with and relating to minimum closure requirements for the inert/demolition (non-municipal solid waste) landfill and composting area.
 - a. The City shall be responsible for the costs of the minimum closure requirements required by state and/or federal statute or regulations. Minimum closure shall further be defined as the smallest land area affected by such closure statutes and/or regulations as are required by state and/or federal regulators.
 - b. The City's responsibility for the costs of the minimum closure requirements identified in section 2.C.10.a above, shall include the purchase of soil for cover or final closure, limited to the amount of soil necessary for cover or final closure which is in excess of the amount of soil excavated from the inert/demolition (non-municipal solid waste) landfill site and the composting area.

Franchisee shall be required to maintain and keep the entire SWPF, including roadways, buildings, equipment and facilities in safe, good and serviceable condition. Director may provide for inspections by assistants or inspectors under his/her direction, as a condition of miscellaneous costs compensation. If the Director determines that such miscellaneous services are being performed inadequately, or are otherwise unsafe or not in a good and serviceable condition,

Director shall have the discretion to withhold portions of the miscellaneous compensation, until such time inadequate services are corrected.

All costs associated with maintenance, repairs and replacement at SWPF, transfer station and equipment shall become the sole legal and financial responsibility and asset of Franchisee. If, at no fault of Franchisee or primarily caused by an act of God, the SWPF becomes inoperable or destroyed, Franchisee may petition City to participate financially in reconstruction of the SWPF.

- D. **Direct Reimbursement Costs:** Franchisee shall submit to the City copies of actual paid invoices for Tire and HHW disposal with monthly billing. City shall reimburse the Franchisee for the amounts of these paid invoices for the disposal of Tires and HHW.

3.0 RECORD KEEPING AND ACCOUNTING

Franchisee shall be responsible for all record keeping of said site, including, but not limited to, weights of acceptable solid waste received, vehicles transporting acceptable solid waste to said site, type of load entering and leaving such site (i.e. compostable materials, demolition waste, transport waste, etc.) such record keeping shall be on forms provided by City. Franchisee shall be responsible to the City for the collection and faithful accounting of moneys collected at said site.

4.0 POLICIES/PROCEDURES/CHANGES IN SERVICE

All decisions as to the method, nature and extent of services provided, including but not limited to the operation of said site, hours of operation, days of operation, type of solid waste to be accepted by Franchisee at the site, from whom such solid waste shall be accepted, the amount of tipping fees or other fees to be charged at said site, etc., shall be the exclusive right and responsibility of the City. It is expressly understood and agreed that all acceptable solid waste produced within Latah County shall be accepted at said site, provided that fees associated with such acceptance, as set by the City, including but not limited to tipping fees, are paid. It is further agreed that the City has the right to accept solid waste at the site from outside Latah County, at the City's discretion. Franchisee shall provide input and suggestions to the City regarding the mode of operation of said site, but otherwise Franchisee shall have no authority regarding said operation. The City shall further provide such policies and procedures to Franchisee in written form.

- A. The hours of operation of the site, upon which the Franchisee's Annual Compensation is based, in part, shall be as follows: eight (8) hours per day, or any yearly average thereof, excluding Sundays and holidays.
- B. Tipping fees, either collected at the site by Franchisee, or otherwise, shall be paid over to the City in conformance with this Exhibit "C".

5.0 EMPLOYEES AND EQUIPMENT

Franchisee shall be obligated to provide safe and operable equipment in the discharge of its duties pursuant to this Franchise Agreement. –Franchisee and its employees shall discharge their duties in a competent and professional manner with due respect to the public.– Franchisee shall employ no intemperate or incompetent employees in its discharge of its duties pursuant to this Franchise.

6.0 INDEMNIFICATION

This Exhibit “C” shall be subject to the same indemnification and hold harmless provisions as set forth in Exhibit “A” to the Franchise Agreement.

~~A. The City shall hold Franchisee harmless and indemnify Franchisee for any liability or damages resulting from the intentional act, negligence, omission of the City, its employees, agents, representatives and/or subcontractors pursuant to this Exhibit C. In addition, the City shall hold harmless the Franchisee for policies and/or practices dictated to Franchisee by the City in the operation of said site including, but not limited to policies and/or practices that result in the death or injury to any person, damage or destruction of property, contamination or adverse effects on the environment, or of any violation of statutes, rules or regulations of any governmental agency. Such agreement shall not, however, act to reduce Franchisee's liability and responsibility for damages for the intentional act, negligence or omission of Franchisee or its employees, agents and/or representatives in carrying out such policies and/or practices.~~

~~B. The Franchisee shall hold harmless and indemnify the City for any liability and/or damages of any kind resulting from the intentional act, negligence or omission of Franchisee or its employees, agents or representatives, including, but not limited to, death or injury to any person, damage or destruction of property, contamination or adverse effects on the environment, or of any violation of statutes, rules or regulations of any governmental agency.~~

7.0 ASSIGNMENT

Franchisee specifically agrees that the City reserves the right to assign this Exhibit “C” of the Franchise Agreement relating to the operations of the site to a joint intergovernmental body charged with disposal of solid waste within Latah County, at any time during the term of this Agreement with or without the consent of Franchisee. Such assignment shall be in writing and Franchisee shall be given thirty (30) days written notice before such assignment is effective. Assignment will only be made with written acceptance of all terms and conditions of this Agreement by the successor in interest.

8.0 RENEWAL TERM

The non-exclusive Franchise shall expire on September 30, 2035.

DRAFT

2023 AMENDMENT TO EXHIBIT “D”

CURBSIDE COLLECTION OF RECYCLABLES

1. SCOPE OF WORK

The Scope Of Work by FRANCHISEE shall consist of the following:-

- A. **Curbside Collection of Recyclable Materials.** FRANCHISEE shall provide curbside collection of recyclable materials and delivery of such recyclable materials to the Moscow Recycling Center in conformance with this Franchise Agreement. All decisions as to the method, nature and extent of services provided shall be the exclusive right and responsibility of CITY. Collection of recyclable materials in excess of those specified herein shall be at CITY's discretion with any additional compensation to FRANCHISEE to be negotiated between the ~~P~~parties based upon the actual, verifiable increase in costs associated with the additional materials to be collected. FRANCHISEE shall have the burden of justifying increased costs incurred as a result of collection of each additional recyclable material in excess of those specified herein.
- B. **Contamination Notices.** FRANCHISEE shall notify producers of contamination problems by tagging contaminated roll carts with printed notices indicating the source(s) of the contamination. FRANCHISEE shall notify CITY of producers that receive contamination notices, source(s) of contamination, and failures to comply with contamination regulations after being notified of the contamination. Upon request by the City, the Franchisee shall provide to the City the costs for printing such contamination notices. Printing costs for contamination notices must be approved, in writing, by the Director or designee, prior to printing such notices. The City reserves the sole right to determine content printed on such contamination notices and selection of printing contractor for said notices. Should the Franchisee provide such printing of notices, as requested by the City, the Franchisee shall be entitled to compensation for those actual costs in an amount to be agreed upon in writing.

2. TYPE OF SERVICE

Single Stream Curbside Recycling Collection

FRANCHISEE shall collect single stream curbside recycling at least once every other calendar week, on a Monday through Friday basis. Roll carts shall be placed at curbside or adjacent to an alley for single family collection. Roll carts serving single family households shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Roll carts serving apartment

units or commercial customers shall be placed in a non-public parking area, adjacent to mechanical containers or other locations, as determined by the Director, which allow an adequate access point for collection vehicles to service such roll carts. The Director shall determine which locations are best suited for pickup based on individual circumstances including, but not limited to, vehicle access, site configuration, operational efficiency and convenience. Roll carts shall be placed with a minimum of three feet (3') of clearance from any obstacle that could interfere with pickup. When construction work is being performed in the right-of-way, roll carts shall be placed as close as practicable to an access point for the collection vehicle.

Producers shall place all recyclable materials to be collected fully within roll carts. FRANCHISEE shall not be required to collect curbside recycling materials from any receptacles which have not been approved by CITY (e.g., receptacles or containers other than the registered roll carts). Excess recyclable material or large corrugated cardboard, not fitting into roll carts, may be delivered to Moscow Recycling Center by the producer. Glass shall not be collected curbside by FRANCHISEE. Glass will be accepted at Moscow Recycling Center and other established site(s) designated for glass collection by the Director.

Roll carts shall be sturdy, water tight, equipped with heavy duty wheels and with permanently attached, closeable lids. CITY shall approve the number, type, sizes and other specific physical requirements of the roll carts. Within two (2) business days of notification by the producer or CITY, FRANCHISEE shall repair or replace any roll carts which have become no longer serviceable (i.e., broken wheels, cracked lid, broken axle, cracked or leaking body, etc.). FRANCHISEE shall keep all roll carts in good repair and shall replace roll carts as needed and as required herein. FRANCHISEE shall bear the costs of normal wear and tear.

A producer shall be allowed one (1) courtesy return service per calendar year (i.e., because of blocked roll cart, a roll cart not being set out on time or a roll cart that is otherwise not serviceable, through no fault of FRANCHISEE, etc.). Return service fees are established in Exhibit "G" of this Agreement.

Each property owner/producer shall be financially responsible for lost, stolen or otherwise missing roll carts. Each property owner/producer shall also be financially responsible for damage caused to a roll cart from abuse or misuse. Replacement or repair costs assessed to the property owner/producer shall be for actual cost of replacement or repair, as determined at the time damage occurs.

A roll cart shall remain at the property/address to which such roll cart is registered until such time that it is exchanged or removed by FRANCHISEE (due to tenant change, account change, sale of property or when the property becomes otherwise vacated, etc.). All roll carts shall remain the property of FRANCHISEE.

After emptying any roll cart, FRANCHISEE shall replace the roll cart in an upright position, lid closed, at the place where such roll cart was placed for collection unless such

replacement is reasonably likely to be unsafe or such replacement is physically impossible.

Scheduled collection of curbside recycling may be postponed due to inclement weather and/or unsafe conditions. Such postponement shall cause collection of curbside recycling to occur the following regularly scheduled day/week or sooner, without penalty to the producer. Any such postponement shall be approved by the Director.

Producers subscribing to recycling roll cart services who are unable to place roll carts within reasonable collection access, may request Carry Out Service as defined in Exhibit "F". Approval of such service shall be at the sole discretion of the Director or designee.

3. EQUIPMENT

FRANCHISEE shall supply all approved roll carts required for the services provided under this Franchise Agreement. FRANCHISEE shall register all distributed and/or replaced roll carts to a specific producer's address using methods such as a serial number, bar code, or radio frequency identification (RFID). The method of registration shall include information on individual roll carts which are assigned and designated to a specific producer's address for the purpose of inventory control. FRANCHISEE shall maintain an accurate data base linking registered roll carts to a specific producer's address and account. FRANCHISEE shall electronically forward roll cart registration data and related information regarding all deliveries, swap outs, repairs and other service requests to CITY, no less frequently than once a week.

A producer may exchange the original roll cart registered to such producer free of charge, one (1) time during the first thirty (30) days following delivery of the roll cart and/or the implementation of this Single Stream Curbside Recycling Program, whichever is later in time.

FRANCHISEE agrees to furnish during the term of this Franchise Agreement, adequate equipment as specified in Exhibit "A", "C" and "E" and personnel sufficient to collect recyclable materials at curbside and to transport all recyclable materials identified elsewhere in this Franchise Agreement to a site designated by CITY. FRANCHISEE shall furnish vehicles specifically designed for or modified to safely accommodate the activities of collection at curbside and transport of recyclable materials.

All equipment utilized by FRANCHISEE in the curbside collection program shall be maintained and operated in a clean and sanitary manner at the sole expense of FRANCHISEE. The equipment shall be clean, uniformly painted, marked and identified. It shall be licensed, lighted, equipped with warning devices, and safety inspected for highway operations, all subject to review and approval by CITY.

4. SALVAGE RIGHTS

FRANCHISEE shall have no salvage rights to recyclable materials collected at curbside pursuant to this Franchise Agreement, except as provided in the Franchise Agreement Documents.

5. SELECTION OF MATERIALS RECOVERY FACILITY (MRF)

CITY shall have the sole right of selection of material recovery facilities (MRFs) to serve as the destination for single stream materials.

6. PAYMENT

FRANCHISEE shall be responsible for billing CITY monthly for the services set forth herein based upon the price per single family household per month base rate, apartment unit per month base rate, monthly roll cart rate, operations and maintenance rate and single stream per ton processing rate as set forth in Exhibit "G" to this Franchise Agreement. CITY agrees to reimburse FRANCHISEE for actual processing costs incurred at CITY designated and approved MRFs necessary to separate single stream recycling material, as documented by processing manifests, and any other fees assessed by the MRFs, including disposal of contaminants. FRANCHISEE will make reasonable attempts to limit contamination. -CITY shall remit payment to FRANCHISEE by the twentieth (20th) day of each month following receipt of FRANCHISEE's billing. In the event that CITY fails to remit payment to FRANCHISEE by the twentieth (20th) day of each month for such billing, CITY shall pay to FRANCHISEE, 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, provided, that if CITY makes a good-faith challenge to the billing, such late fees shall not be assessed until such challenge is resolved. In addition to this late fee, in the event that CITY fails to remit payment to FRANCHISEE within fourteen (14) days from the due date, FRANCHISEE may, in its discretion, without penalty or determination that FRANCHISEE is in breach of this Franchise Agreement, suspend its obligations and services to be provided hereunder until such charges are paid.

7. TITLE TO RECYCLABLE MATERIALS

Title to all recyclable materials accepted at CITY's Moscow Recycling Center, shall pass to the operator of the Moscow Recycling Center when so accepted.- Title to Hazardous Wastes, potentially harmful wastes, Infectious Wastes or other Unacceptable Waste shall not vest with the operator of the Moscow Recycling Center, but shall remain in the producer. FRANCHISEE further agrees that it shall identify the producer of such wastes and disclose such information to CITY through CITY's point of contact.

8. RECORDS

FRANCHISEE shall maintain such records as may be specified herein or may be necessary to document the quantity of recyclable materials collected and delivered in the performance of this Franchise Agreement separately from those recyclable materials received by the operator of the Moscow Recycling Center. FRANCHISEE shall make

all documents relating to the performance of work hereunder, including scale records, if applicable, available to CITY within fourteen (14) working days of receiving written notice detailing the documents requested.

9. DELAYS IN CARRYING OUT WORK

FRANCHISEE shall not be held responsible by reason of any delay in the performance of this Franchise Agreement when such delay is primarily caused by some act of God, provided that in the case of delay caused by an act of God, FRANCHISEE shall give notice to CITY (in writing, at the earliest possible time) of the causes of such delay. Such a delay shall not be considered to be an interruption of service as designated elsewhere in this Franchise Agreement; provided, that if such delay due to an act of God continues for a period of twenty (20) consecutive days, either party may terminate this Franchise Agreement without liability to the other party. Such termination shall be effective upon written notice provided to the other party.

10. COMMODITIES TO BE COLLECTED

CITY shall identify commodities to be collected by FRANCHISEE. Each year CITY and FRANCHISEE shall review the list of commodities to be collected.

11. REIMBURSEMENT

CITY agrees to pay FRANCHISEE the amount shown in Exhibit “G” for curbside collection of recyclable materials performed pursuant to this Franchise Agreement, as may hereafter be adjusted in accordance with Exhibit “A”.

2023 AMENDMENT TO EXHIBIT “E”

SPECIFICATIONS FOR RECYCLING CENTER

This Exhibit “E” shall be subject to and governed by the Franchise Documents thereto, unless modified herein.

- 1.0 Statement of Purpose
- 2.0 Operations
- 3.0 Ownership
- 4.0 Compensation
- 5.0 Record Keeping And Accounting
- 6.0 Policies/Procedures/Changes in Service
- 7.0 Employees and Equipment
- 8.0 Indemnification
- 9.0 Assignment
- 10.0 Dispute Resolution
- 11.0 Term/~~Renewal~~
- 12.0 Public Information, Special Events and Promotion

1.0 STATEMENT OF PURPOSE

The purpose of this Exhibit “E” to the Solid Waste Franchise Agreement is to contract with and encourage the Franchisee to optimize the amount of recyclables, compostables and energy recovery materials recovered or separated from solid waste.

2.0 OPERATIONS

Franchisee agrees to supply the equipment and personnel which has been deemed necessary by the City to operate the Recycling Center in conformance with the Franchise Agreement and this Exhibit “E”, which shall include, but not be limited to, the following:

- A. Franchisee shall conduct the day to day operations of the Recycling Center, including maintenance of the parking lot and landscaping, ~~including~~ cleaning, ~~repairing~~ damage from activity, litter control, janitorial services and snow removal, in accordance with this Exhibit “E” and the direction of the City; and
- B. Franchisee shall be responsible for the operations of the Recycling Center, including the on site inspection, sorting, acceptance or rejection of materials arriving at the Recycling Center, in accordance with the direction, policies and procedures set by the City and in conformance with all applicable statutes and regulations of all governmental regulatory agencies; and

- C. Franchisee shall be responsible for the collection and faithful accounting of Tipping Fees authorized by the City. Franchisee shall pay over all Tipping Fees to the City.
- D. Franchisee shall not be required to charge a tipping fee for Acceptable Materials deposited at the Recycling Center by Collection Franchisees which are generated within Latah County, but not within Moscow city limits, until such time as the City, ~~ats~~ its sole discretion and with thirty (30) days prior written notice to Franchisee, shall require such to be charged. Franchisee shall pay over all Tipping Fees to the City; and
- E. Acceptable Materials deposited at the Recycling Center by Collection Franchisees which are generated within Latah County, but not within Moscow city limits, shall not be considered in the calculation of compensation under this Agreement unless the City, at its sole discretion, directs ~~franchisee~~ Franchisee to charge a tipping fee on such volume of Acceptable Materials pursuant to this Exhibit "E".
- F. Franchisee shall provide for the orderly unloading of acceptable materials from transport vehicles, including those vehicles brought in by the public; and
- G. Franchisee shall provide for all materials arriving at said Recycling Center to be weighed, utilizing a scale that has been certified by the State of Idaho for use in commercial trade; and
- H. The Franchisee shall load and prepare for transport all Acceptable Materials that have been deemed acceptable for transport in accordance with the direction of the City and in conformance with all applicable statutes and regulations of all governmental regulatory agencies; and
- I. The Franchisee shall provide for all acceptable compostable waste to be placed into a bin or receptacle for transport and delivery to a composting facility designated by the City.
- J. The Franchisee shall have the exclusive right to all salvageable materials delivered to the Recycling Center; and, in accordance with Exhibit "E" and other relevant sections of the Franchise Agreement and its Exhibits, shall share with the City; the risks and rewards of fluctuating recycling commodity material prices for cardboard, mixed paper, single stream, newsprint, aluminum, tin, hdpe, pet and mixed plastics, and all funds received from the sale of said salvageable materials. The Franchisee shall hold harmless and indemnify the City for any and all liability resulting from, and for any and all damages of any type or nature, resulting from salvaging or scavenging by the Franchisee, or any of its employees, of such materials. Further, such salvaging or scavenging activities by Franchisee shall in no way serve as a basis for increasing the compensation pursuant to this Agreement.

- K. The Franchisee shall share with the City, revenues received from the sale of cardboard, mixed paper, single stream, newsprint, aluminum, tin, hdpe, pet and mixed plastics pursuant to the following formula. Using data from the Secondary Materials and Secondary Fiber Pricing Index for the Pacific Northwest region, the most recent fiscal ten (10) year average commodity pricing will be established for the aforementioned commodities. The most recent material characterization on record will be used to calculate the percentage of each commodity that makes up the single stream mix. Using the same data and index, the current fiscal year average commodity pricing will be established for the same aforementioned commodities. The current fiscal year average commodity pricing will be compared to the ten (10) year average commodity pricing. When the current fiscal year average commodity pricing falls below the ten (10) year average commodity pricing, the City shall compensate the Franchisee for fifty (50%) percent of the reduction in revenue. When the current fiscal year average commodity pricing exceeds the ten (10) year average commodity pricing, the Franchisee shall compensate the City for fifty (50%) percent of the increase in revenue. This ~~formula~~-ten (10) year average will be updated and recalculated at the end of each fiscal year.

3.0 OWNERSHIP

- A. Ownership of all materials accepted at the Recycling Center, except compostable waste, shall pass to the Franchisee upon acceptance.
- B. Ownership of the facilities, fixtures and grounds shall remain in the City and the Franchisee shall acquire no ownership or possessory rights therein, provided that equipment and/or fixtures purchased by Franchisee shall remain the property of the Franchisee, and shall be removed by the Franchisee upon termination of this Agreement.
- C. Franchisee shall be responsible for the repair of any damage to the facilities, fixtures and grounds of the Recycling Center occasioned by such removal. However, Franchisee shall not be responsible for reasonable wear and tear at the Recycling Center.

4.0 COMPENSATION

- A. The Franchisee shall be entitled to compensation for such operations, based on volume as provided in Exhibit "G".
- B. The Franchisee shall be entitled to reimbursement for actual staff time and cost of materials expended pursuant to the City's written request to provide public outreach, special events participation and promotion. Costs for these activities

shall be approved, in writing, by the Director or designee, prior to commencement of these activities by the Franchisee.

- C. ~~CSuch~~ compensation shall be paid for every ton of Acceptable Materials accepted at said Recycling Center; provided that non-Acceptable Materials deposited at the Recycling Center by producers shall also be included in Franchisee's compensation provided that Franchisee has exercised all reasonable efforts, in accordance with the direction of the City, to prevent the deposit of non-Acceptable Materials; provided further that said compensation shall not include tonnage of compostable materials received at said Recycling Center.
- D. ~~Such~~ Compensation shall be paid to Franchisee in monthly installments, to be paid on or before the fifth (5th) day of the following month.
- E. The amounts of such monthly installments shall be calculated based upon the weight receipts for the preceding month as tabulated and provided by Franchisee to the City. Such tabulations shall be presented on a form approved by the Director.
- F. These sums and any adjustments made in conformance with section 18.0 of the General Specifications, Exhibit "A" shall represent full compensation for personnel, equipment and any and all other expenses of operating said Recycling Center.
- G. Franchisee shall not be responsible for the disposal cost, including tipping fees, long haul transport cost and ultimate disposal cost of non-Acceptable Materials deposited at the Recycling Center, provided that Franchisee shall exercise all reasonable efforts in preventing non-Acceptable Materials to be deposited at said Recycling Center, in accordance with the direction of the City.
- H. The Franchisee shall transport non-Acceptable Materials deposited at the Moscow Recycling Center to the Latah Sanitation Transfer Station at no cost.

5.0 RECORD KEEPING AND ACCOUNTING

- A. Franchisee shall be responsible for all record keeping of said Recycling Center, including, but not limited to, weights and types of Acceptable Materials or non-Acceptable Materials received, current market prices paid for recyclable materials and tonnages of compostable materials received at the Recycling Center.
- B. Such record keeping shall be on forms approved by the Director.
- C. Franchisee shall be responsible to account to the City for the collection and faithful accounting of moneys collected at said site.

- D. The Franchisee shall weigh such Acceptable Materials on a scale certified for commercial sales.
- E. Franchisee shall provide to the City monthly recycling volume reports that include weights of each accepted subsidized/nonsubsidized commodity by current month, prior month, current ~~month-year~~, previous year, calendar year-to-date and contract year-to-date.

6.0 POLICIES/PROCEDURES/CHANGES IN SERVICE

- A. All decisions as to the method, nature and extent of services provided, including but not limited to the operation of said Recycling Center, hours of operation, days of operation, type of materials to be accepted by Franchisee at the Recycling Center, from whom such materials are to be accepted by Franchisee at the Recycling Center, the amount of Tipping Fees to be charged at said Recycling Center, etc., shall be the exclusive right and responsibility of the City.
- B. It is expressly understood and agreed that all Acceptable Materials shall be accepted at said Recycling Center, except as otherwise provided herein, provided that Tipping Fees associated with such acceptance, as set by the City, are paid.
- C. In the event that the City directs the Franchisee to reject Acceptable Materials from certain producers, the City shall compensate the Franchisee for the costs of implementing and operating such program, in accordance with Section 18.2c. of Exhibit “A”, General Specifications.
- D. Franchisee shall provide input and suggestions to the City regarding the mode of operation of said Recycling Center, but otherwise Franchisee shall have no authority regarding said operation.
- E. The Franchisee shall submit a proposal for policies and procedures to the Director for the City's approval.
- F. The City shall further provide such final policies and procedures to Franchisee in written form.
- G. The hours of operation of the Recycling Center for redemption shall be an average of forty (40) hours per week, as approved by the Director.
- H. Tipping Fees paid by producers, as set by the City, either collected at the Recycling Center or elsewhere by Franchisee, shall be paid over to the City in conformance with this Exhibit “E”.

7.0 EMPLOYEES AND EQUIPMENT

- A. Franchisee shall be obligated to provide safe and operable equipment in the discharge of its duties pursuant to this Franchise Agreement.
- B. Franchisee and its employees shall discharge their duties in a competent and professional manner with due respect to the public.
- C. Franchisee shall employ no intemperate or incompetent employees in its discharge of its duties pursuant to this Franchise.

8.0 INDEMNIFICATION

This Exhibit "E" shall be subject to the same indemnification and hold harmless provisions as set forth in Exhibit "A" to the Franchise Agreement.

- ~~A. The City shall hold Franchisee harmless and indemnify Franchisee for any liability or damages resulting from the intentional act, negligence, omission of the City, its employees, agents, representatives and/or subcontractors pursuant to this Exhibit E. In addition, the City shall hold harmless the Franchisee for policies and/or practices dictated to Franchisee by the City in the operation of said Recycling Center including, but not limited to policies and/or practices that result in the death or injury to any person, damage or destruction of property, contamination or adverse effects on the environment, or of any violation of statutes, rules or regulations of any governmental agency. Such agreement shall not, however, act to reduce Franchisee's liability and responsibility for damages for the intentional act, negligence or omission of Franchisee or its employees, agents and/or representatives in carrying out such policies and/or practices.~~
- ~~B. The Franchisee shall hold harmless and indemnify the City for any liability and/or damages of any kind resulting from the intentional act, negligence or omission of Franchisee or its employees, agents or representatives, including, but not limited to, death or injury to any person, damage or destruction of property, contamination or adverse effects on the environment, or of any violation of statutes, rules or regulations of any governmental agency.~~

9.0 ASSIGNMENT

- A. Franchisee specifically agrees that the City reserves the right to assign the City's rights pursuant to this Exhibit "E" of the Franchise Agreement relating to the operations of the Recycling Center at any time during the term of this Agreement with or without the consent of Franchisee. Such assignment shall be in writing and Franchisee shall be given thirty (30) days written notice before such assignment is effective. Assignment will only be made with written acceptance of all terms and conditions of this Agreement by the City's successor in interest.
- B. The terms and conditions of the Solid Waste Franchise Agreement regarding the sale, assignment or ownership change of Franchisee's firm shall control the

specifications for the Recycling Center. Said terms and conditions are incorporated herein by reference as if though fully set forth at length.

10.0 DISPUTE RESOLUTION

All other disputes arising as to the terms of this Exhibit "E" (other than assignment as described in Section 9.B. of this Exhibit "E") shall be governed by Section 15 of the Franchise Agreement.

11.0 TERM/~~RENEWAL~~

The non-exclusive Franchise shall expire on September 30, 2035.

12.0 PUBLIC INFORMATION, SPECIAL EVENTS AND PROMOTION

- A. As directed by the City, the Franchisee shall participate and collaborate in special events and public outreach campaigns relating to recycling. These special events and public outreach efforts shall aim to maximize citizen participation in the use of the Recycling Center. Activities shall be designed to maintain continued citizen use of existing recycling facilities and maximize participation in such facilities. The Franchisee shall keep the public informed of all programs and encourage participation therein.
- B. When directed by the City to participate in special events and public outreach efforts, the Franchisee shall prepare and submit detailed cost estimates for such activities to the City. Such activities and costs thereof, shall be approved by the City in writing, prior to Franchisee commencing such activities.

Attachment 6

2023 AMENDMENT TO EXHIBIT “F”

DEFINITIONS

1. Agreement/Contract Year
2. Bags: See Containers
3. Business
4. Business Unit
- 4.5. Carry Out Service
- 5.6. City
- 6.7. Commercial or Industrial Solid Waste Producers
- 7.8. Containers
 - A. Approved Containers
 - A.B. Bag/Bags
 - B.C. Compactor Container
 - C.D. Mechanical Container Roll Cart (Garbage Can)
 - E. Roll Cart (Garbage Can) Mechanical Container
- 8.9. Containment Structures
- 9.10. Council
- 10.11. Curblin/Curbside
- 11.12. Designated Disposal Site
- 12.13. Director
- 13.14. Disposal
- 14.15. Equipment
16. Franchise Documents
- 15.17. Franchisee
- 16.18. Franchisee’s Annual Compensation
- 17.19. Garbage Can: See Containers
- 18.20. Generator
- 19.21. Haul or Hauling
- 20.22. Hazardous Waste Generator
- 21.23. Household Hazardous Waste Facility
- 22.24. Inspector
- 23.25. Non-Municipal Solid Waste Landfill (N-MSWLF)
- 24.26. Premises
- 25.27. Producer
- 26.28. Recycling Center
- 27.29. Resident
- 28.30. Residential Solid Waste Producers
- 29.31. Residential Unit
- 30.32. Resource Recovery
- 31.33. Security for Performance
- 32.34. Service
- 33.35. Site (SWPF)
- 34.36. Solid Waste

- A. Acceptable Material
- B. Acceptable Waste
- C. Ashes
- D. Bulky Waste
- E. Bundle
- F. Compostable Waste
- G. Hazardous Waste
- H. Household Waste
- I. Infectious Waste
- J. Mixed Paper Waste
- K. Non-Municipal Solid Waste (N-MSW): (heavy/inert/demolition)
- L. Putrescible Waste
- M. Recyclables
- N. Scrap Metals
- O. Transport Waste
- P. Unacceptable Waste
- P.Q. White Goods
- ~~35-37.~~ Solid Waste Processing Facility (SWPF)
- ~~36-38.~~ Tipping Fees
 - A. Recycling Center
 - B. Solid Waste Processing Facility (SWPF)
- ~~37-39.~~ Tonnage
 - A. Actual Annual Tonnage
 - B. Base Annual Tonnage
- ~~38-40.~~ Transfer Station
- ~~39-41.~~ Ultimate Disposal Site
- ~~40-42.~~ University of Idaho

For purposes of interpretation of the Franchise Documents, the following terms, phrases, and derivations shall have the following meanings given herein unless inconsistent with the Solid Waste Ordinance, or statute, rules, and regulations currently in effect. When not inconsistent with the context, words used in the present include the future, words in the plural form include the singular form, and words in the singular form include the plural form. The term 'shall' is always mandatory and not merely directory.

1. AGREEMENT/CONTRACT YEAR

Shall be defined as October 1 through September 30.

2. BAGS

See Containers

3. BUSINESS

An individual, partnership, association, corporation, company, trust, firm, estate, joint venture, unit, agent, public agency, industry, or other legal entity operating as a self-contained independent enterprise, such as a beauty shop, retail shop, professional office, etc.

4. BUSINESS UNIT

Each space occupied by an individual business. A business unit shall be deemed occupied when either occupied or producing solid waste.

5. CARRY OUT SERVICE

The regular retrieving, servicing, and return of solid waste and/or recycling roll carts, or other approved containers, from residential and commercial solid waste producers, by the Franchisee from a location other than the vehicle-based solid waste and/or recycling roll cart collection location, as described in Exhibit "B" and Exhibit "D", for a Producer who has requested such service and that has been approved by the Director or designee. Carry Out Service shall not include the act of opening trash enclosure gates, positioning or maneuvering of mechanical containers for vehicle collection, or occasional minor positioning of roll carts or other approved containers as necessary to perform the services under this Agreement.

6. CITY

City of Moscow, Idaho

7. COMMERCIAL OR INDUSTRIAL SOLID WASTE PRODUCERS

Producers of solid waste from commercial or industrial uses or establishments. Does not include residential producers.

8. CONTAINERS

- A. Approved Container: Any other container approved by the City to be used in accordance with this Franchise Agreement.
- B. **Bag/Bags:** Plastic sacks designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed thirty five pounds (35 lbs.) for collection services.
- BC. **Compactor Container:** A receptacle designed to compact solid waste and to be moved by mechanical means so that its contents can be emptied.
- GD. Mechanical Container: A receptacle designed for loose solid waste to be lifted by mechanical means so that its contents can be emptied.

E. Roll Cart: A receptacle of various sizes, shapes, and/or colors, as approved by the City and provided by ~~franchisee~~Franchisee, generally utilized for residential solid waste collection. Roll carts have wheels and permanently attached, closeable lids. Roll carts are serviced using semi-automated or fully automated mechanical lifting devices.

~~**D. Mechanical Container:** A receptacle designed for loose solid waste to be lifted by mechanical means so that its contents can be emptied.~~

~~**E. Approved Container:** Any other container approved by the City to be used in accordance with this Franchise Agreement.~~

9. CONTAINMENT STRUCTURES

Any structure, framework, or fence constructed or erected for the purpose of housing or retaining any containers as defined herein.

10. COUNCIL

City Council of the City of Moscow, Idaho.

11. CURBLINE/CURBSIDE

That portion of right-of-way or private property adjacent to the traveled portion of the City right-of-ways used for the placement of all solid waste and recycling containers on collection days. Containers shall be placed as close as is reasonably possible to the traveled right-of-way without obstructing parking lanes or public sidewalks.

12. DESIGNATED DISPOSAL SITE

A waste facility or site where solid waste is transferred, composted, disposed of, reduced, or recovered such as landfills, transfer stations, incinerators, and resource recovery facilities, which are licensed or approved to receive **solid waste** for processing or final disposal ~~of solid waste~~ by all governmental bodies and agencies having jurisdiction, and which has been designated by the City.

13. DIRECTOR

The Moscow City Supervisor or such other person or persons designated by the City Supervisor.

14. DISPOSAL

Transporting and disposal of solid waste ~~at in~~ a designated disposal site; disposal of solid waste for resource recovery or transportation to an ultimate disposal site or facility.

15. EQUIPMENT

Equipment used by a Franchisee within the City for the collection or disposal of solid waste.

16. FRANCHISE DOCUMENTS

The Solid Waste Franchise Agreement, as amended, along with the following Exhibits, as amended:

- Exhibit A – General Specifications
- Exhibit B – Specifications for Collection
- Exhibit C – Specifications for Solid Waste Processing Facility (SWPF)
- Exhibit D – Curbside Collection of Recyclables
- Exhibit E – Specifications for Recycling Center
- Exhibit F – Definitions
- Exhibit G – Fee Schedule
- Exhibit H – Insurance Certificates and Performance Bonds
- Exhibit I – Map of Collection Routes
- Exhibit J – Specifications for Wastewater Biosolids Composting Facility

16.17. FRANCHISEE

The person, persons, or corporation(s) holding a non-exclusive contract and/or non-exclusive franchise issued or granted by the City authorizing such person, persons or corporation(s) to operate, conduct, or maintain a municipal solid waste collection and disposal system upon, or over any streets, alleys, and public rights-of-ways of the City.

17.18. FRANCHISEE'S ANNUAL COMPENSATION

That amount of compensation paid to the Franchisee pursuant to the Franchise Documents, and as provided in Exhibit "G".

18.19. GARBAGE CAN

See Containers.

19.20. GENERATOR

Any residential or business unit which creates or produces hazardous waste.

20.21. HAUL OR HAULING

An individual trip transporting solid waste from a producer, or any other point within the City to a designated disposal site.

21.22. HAZARDOUS WASTE GENERATOR

Any person, business, or other entity which generates Hazardous Waste within the City of Moscow.

22.23. HOUSEHOLD HAZARDOUS WASTE FACILITY

A facility which accepts household hazardous waste from residential units. City shall make appropriate arrangements to transport this waste to an appropriate ultimate disposal site.

23.24. INSPECTOR

The authorized employee or agent of the City designated by the Director as having the duty of enforcement of this Franchise Agreement.

24.25. NON-MUNICIPAL SOLID WASTE LANDFILL (N-MSWLF)

A landfill that accepts non-municipal solid waste. Said landfill shall conform to all statutes, rules, and regulations of any governmental regulatory agency which pertains to non-municipal solid waste in the form described herein.

25.26. PREMISES

Land and all buildings and structures thereon including but not excluding by terms of enumeration, single or multi-family dwellings, rooming houses, apartment houses, hospitals, convalescent and nursing homes, hotels and motels, restaurants, drive-in establishments, schools (kindergarten, academic, trade or industrial), and any other place of habitation, office, shop, or establishment or place of conducting a business, trade or occupation.

26.27. PRODUCER

Any person, business, or other entity which produces solid waste within the City of Moscow.

27.28. RECYCLING CENTER

The facility owned by the City of Moscow, which shall be operated by the Franchisee in conformance with the Franchise Documents, for the purpose of conducting recycling operations, certain compost handling, energy recovery, education, and other solid waste reduction activities.

28.29. RESIDENT

Every person in possession, charge, custody, or control of any premises where solid waste is produced or accumulated.

29.30. RESIDENTIAL SOLID WASTE PRODUCERS

Producers of solid waste from households.

30.31. RESIDENTIAL UNIT

A dwelling within the corporate limits of the City occupied by a person or group of persons. A residential unit shall be deemed occupied when either occupied or producing solid waste. Each unit within an apartment or condominium dwelling shall be treated as an individual dwelling unit, unless served by a mechanical container or compactor.

31.32. RESOURCE RECOVERY

The process, including recycling, of obtaining useful material or energy resources from solid waste.

32.33. SECURITY (FOR PERFORMANCE) – shall mean any of the following:

- A. Cash or certified check
- B. Performance Bond executed by a surety company licensed to do business within the State of Idaho
- C. Letter of Credit from any federally insured financial institution doing business within the State of Idaho
- D. Assignment of a savings account or certificate of deposit or other federally backed financial instrument to the City

The Moscow City Attorney shall be the final judge of adequacy of such security

33.34. SERVICE

Solid waste collection and transfer and disposal of, or resource recovery from solid waste, as further defined by agreement.

34.35. SITE

See Solid Waste Processing Facility.

35.36. SOLID WASTE

All solid waste or semi-solid waste including without limitation: bulky, household, hazardous, infectious, garbage, rubbish, refuse, trash, ashes, swill, newsprint, waste paper, corrugated paper, cardboard, grass clippings, compost, discarded appliances, equipment, furniture, vehicle parts, tires, vegetable or animal wastes, wire, cement, concrete, demolition, inert waste or other wastes resulting from commercial, industrial, agricultural,

institutional or residential activities. Includes material that is no longer directly usable by the producer, owner, resident, or processor of the material, but may be recovered by another person. Solid waste may include materials that may have value and thus be recovered. Solid waste includes waste presently in liquid form. Notwithstanding the foregoing, solid waste shall not include compostable materials or commercially recyclable materials (i.e., aluminum, glass, newspapers, tin, recyclable plastics, etc.), when such material is separated by the producer from its solid waste. No material shall be considered solid waste until it is placed for collection.

- A. **Acceptable Material:** That material defined herein as recyclables, compostable waste, mixed paper waste, scrap metals, or other material deemed Acceptable Material by the City.
- B. **Acceptable Waste:** That portion of solid waste that is normally disposed of and originating from residential dwellings, businesses, and industrial, and commercial establishments which consists of household waste 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 tires, metals, and white goods. In no event shall acceptable waste include any Hazardous Waste or any Unacceptable Waste.
- C. **Ashes:** The residue from the burning of wood, coal, coke, or other combustible materials.
- D. **Bulky Waste:** ~~Stoves, refrigerators, water tanks, washing machines, furniture~~Furniture, appliances, springs, mattresses, carpets, demolition, commercial, industrial, tree stumps, tree trunks, logs, vehicle bodies and parts, wire, large dead animals (over ten pounds), cement, concrete, sheetrock, sod, dirt, tires, rock, loose branches, any item weighing over sixty (60) pounds, and any materials over four (4) feet in length. May also include heavy wastes, inert wastes, or demolition wastes.
- E. **Bundle:** Small trees, branches, shrub, and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) pounds in weight.
- F. **Compostable Waste:** That Acceptable Solid Waste that has been accepted at the SWPF or recycling center for composting. Such Compostable Waste shall conform to all statutes, rules, and regulations of any governmental regulatory agency which pertains to composting.
- G. **Hazardous Waste:** Any chemical, compound, mixture, substance, or article which is designated by federal law or regulation, Idaho law or regulation or the law 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’.

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 of 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, 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 under the above.
- H. **Household Waste:** That waste produced by an ordinary residential unit fitting into a bag, manual container, or bundle less than four (4) feet in length. Does not include bulky, infectious, or hazardous wastes or any type of solid waste that is not normally collected by the Franchisee at residential or business units, on the regular collection days.
- I. **Infectious Waste:** Any material, chemical, compound, mixture, substance, or article known to be infectious by the generator, ~~and/or~~ 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 or defined by or pursuant to law.
- J. **Mixed Paper Waste:** Magazines, “junk” mail, telephone directories, bond or ledger grade paper, paper board packaging and other fiber-based materials meeting industry standards. Food or liquid contaminated waste paper shall be excluded from such mixed paper waste.
- K. **Non-Municipal Solid Waste (N-MSW):** Includes heavy/inert/demolition solid waste, building materials resulting from excavations, construction, remodeling, repair, or demolition operations. Examples include rocks, tree trunks, logs, cement, concrete, and sod. Such definition of materials may be altered by regulations of the governmental bodies or agencies having jurisdiction. Said waste shall conform to all statutes, rules, and regulations of any governmental regulatory agency which pertains to non-municipal solid waste in the form as described herein.

- L. **Putrescible Waste:** Solid waste which has capacity to become rotten or foul.
- M. **Recyclables:** Includes, but is not limited to, aluminum containers/scrap, corrugated cardboard, glass containers, mixed paper, gable-topped milk cartons, aseptic packages, used motor oil (uncontaminated), newspaper, “PET” (#1) plastic beverage containers, HDPE (#2) plastic milk jugs, scrap metals, steel or tin cans, and such other materials that the City and Franchisee agree to be recyclable under the terms of the Franchise Documents. Recyclables to not include hazardous waste, biological or infectious waste or **other waste defined** by applicable federal, state, or local law or regulation.
- N. **Scrap Metals:** Scrap Metals acceptable at the Recycling Center are ferrous and nonferrous metals not to exceed two feet in dimension in any direction nor exceed thirty five (35) pounds in weight per piece. Scrap metals acceptable at the SWPF include large metal items that are not accepted at the recycling center. There may be some metals that are not accepted, which shall be regulated by applicable Federal **and/or**; State of Idaho laws, and/or regulations.
- O. **Transport Waste:** That Acceptable Solid Waste that has been accepted at the SWPF 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.
- P. **Unacceptable Waste:** That portion of the solid waste, exclusive of Hazardous Waste, such as, but not limited to: –explosives, pathological and biological 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 Franchisee or the Director may present a substantial endangerment to health or safety, or has a reasonable possibility of adversely affecting the operation of the Transfer Station or the acceptance of Transport Waste by the Ultimate Disposal Site.
- Q. **White Goods:** Appliances such as refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers and other similar domestic and commercial large appliances.

36.37. SOLID WASTE PROCESSING FACILITY (SWPF)

The SWPF is located in the area of 3299 Highway 8 East. Includes a legally permitted and constructed transfer station; non-municipal solid waste landfill; metals, tires, and other recycling; composting facility and household hazardous waste facility, which has been designated by the City as the site.

37.38. TIPPING FEES

- A. **Tipping Fees – Recycling Center:** Shall be the fees authorized by the City to be charged to producers by Franchisee for acceptance and processing of Acceptable Materials, including recyclables, compostables, mixed paper, and scrap metals at the Recycling Center. The authority to charge such Tipping Fees and the amount of such Tipping Fees shall be set at the sole discretion of the City. Such Tipping Fees shall be ~~set~~ the property of the City and shall be accounted for by Franchisee.
- B. **Tipping Fees – Solid Waste Processing Facility (SWPF):** Shall be the fees charged for acceptance and processing and/or disposal for acceptable solid waste to the site. Said Tipping Fees shall be set at the sole discretion of the City.

38.39. TONNAGE

- A. **Actual Annual Tonnage:** That weight of acceptable solid waste that is actually delivered to the SWPF site during the contract year.
- B. **Base Annual Tonnage:** That weight of acceptable solid waste that shall be agreed upon by the ~~P~~parties to be the annual average of acceptable solid waste being delivered to the site. The base annual tonnage at the commencement of this Franchise Agreement shall be as provided in Exhibit “G”.

39.40. TRANSFER STATION

The transfer, processing, and transportation facility for the purpose of transferring, processing, or transporting Acceptable Solid Waste, inclusive of adjacent property located at the site designated by the City, utilized by the Franchisee for the operation thereof, exclusive of any portion of the premises excluded by the City.

40.41. ULTIMATE DISPOSAL SITE

Any disposal site chosen by the City which may ultimately receive solid waste from the Designated Disposal Site. The City shall obtain from the Ultimate Disposal Site all policies and directives which define the types of Transport Waste acceptable to the Ultimate Disposal Site, and shall provide such policies and directives to the Franchisee. The Franchisee shall follow such policies and directives, unless otherwise directed in writing by the City.

41.42. UNIVERSITY OF IDAHO

The corporate body known as the University of Idaho and shall include all land owned and managed by the University in Latah County inside or outside of the limits of the City of Moscow.

Attachment 7

2023 AMENDMENT TO EXHIBIT "G" FEE SCHEDULE EFFECTIVE DATE - October 1, 2023

SECTION 1.0 ADJUSTMENTS INCLUDED IN 2023 AMENDMENT TO EXHIBIT "G")

- 1.1 Reimbursement: City agrees to pay the Franchisee the amounts shown herein for Solid Waste Services performed, pursuant to this Agreement.
- 1.2 Fees: Exhibit G does not include billing or other City fees. Such billing and City fees are included in the actual rates charged to the producer.
- ~~1.3 Franchise Fee: A five percent (5%) franchise fee is included in Exhibit G, except where indicated.~~

SECTION 2.0 RATES FOR EACH RESIDENTIAL UNIT

2.1	Individual Residential Units Includes mobile homes, duplexes, and apartment units. This fee also includes fees for curbside recycling collection services.	Per Month	Each unit	\$9.51
2.2	Apartment Curbside Recycling	Per Month	Each unit	\$3.6252
2.3	Individual Residential SW Service Level	Per Month		
	35 gallon cart		Each unit	\$0.631
	65 gallon cart		Each unit	\$1.240
	95 gallon cart		Each unit	\$1.8479
	On Demand 35 gallon cart		Each service	\$0.3029
Note: Annual Modification to fees in Section 18.2 of Exhibit A shall not apply to any fee in Section 2.4, 2.6 or 2.8 of this Exhibit G.				
2.4	Individual SW Roll Cart	Per Month	Each unit	\$0.930
2.5	SW Roll Cart Operation & Maintenance		Per month	\$3,916.10800.67
2.6	Individual Recycling Roll Cart	Per Month	Each unit	\$0.941

2.7	Recycling Roll Cart Operation & Maintenance	Per month	
			\$11,874.53 12,235.16
	Includes roll cart exchanges & repairs, roll cart cleaning, inventory storage and extra rear load helper route.		
2.8	Material Recovery Facility (MRF) Processing	Per Ton	Actual
	Includes actual single stream material processing costs passed on to City.		
2.9	Cart size exchange	First 30 days	\$0.00
		After 30 days	\$17.98 18.52
2.10	Return Service: (e.g., blocked roll cart, roll cart not set out on time, roll cart not able to be serviced)	First time	\$0.00
		Second time	\$12.00 12.36
		Third time (and following times)	\$23.97 24.70
2.11	Roll Cart Replacement (lost, stolen, damage from abuse)	Each unit	
			\$57.89 59.65
2.12	Carry - Out Service Per Month		
	A. Outside of Building:		
	Two (2) bags or (1 roll cart)	Each unit	\$12.58 12.96
	B. Inside of Building:		
	Two (2) bags or (1 roll cart)	Each unit	\$14.30 14.73
	Each carryout service producer shall provide reasonably safe access to solid waste container(s).		
2.13	Over Service Level: Per bag or equivalent	Each unit	\$4.75 4.89
	Business Rate for Residential: Residential Units utilizing mechanical or compactor containers shall be billed at the business rate for such containers.		

SECTION 3.0 RATES FOR BUSINESS UNITS USING MANUAL CONTAINERS

3.1	Loose Yardage on Ground (not fault of Franchisee)	Per cu. yard	\$8.48 8.74
3.2	Commercial Roll Carts Per month	35 gal	\$10.12

(serviced one [1] time weekly)	65 gal	\$9.82	10.12
	95 gal	\$14.71	15.16
	35 gal	\$9.82	
	65 gal	\$9.82	
	95 gal	\$14.71	

3.3	Commercial Curbside Recycling	Per Month	Each unit	\$3.52 3.63
3.4	Individual Recycling Roll Cart	Per Month	Each unit	\$0.93 9
3.5	Recycling Roll Cart Operations & Maintenance	Per month		\$440.57 27.59

SECTION 4.0 RATES FOR RECYCLING MOBILE CONTAINERS (RMC)

4.1 Rental Rates:

6 Yard Container Rental	Per month	\$56.34 58.05
Sales Tax on Rental		\$ 3.38 3.48
10.5 Yard Container Rental	Per month	\$86.06 88.67
Sales Tax on Rental		\$ 5.16 5.32
12 Yard Container Rental	Per month	\$100.56 103.61
Sales Tax on Rental		\$ 6.03 6.21

4.2 Types of Services:

- A. Franchisee Services/Value of Recycled Materials Retained by Franchisee:
- 1) RMC hauled, emptied and exchanged by Franchisee
 - 2) No Reimbursement for recyclable materials to customer
 - 3) On-call service with twenty four (24)-hour notice
 - 4) Rate per haul and exchange ~~\$45.82~~ 47.21
- B. Franchisee Services/Value of Recycled Materials Retained by Customer:
- 1) RMC hauled, emptied and exchanged by Franchisee
 - 2) Reimbursement at the current rate for recyclable materials to customer, providing there is no contamination from unacceptable items.
 - 3) On-call service with twenty four (24)-hour notice
 - 4) Rate per haul and exchange ~~\$55.06~~ 56.73
- C. Customer Service/Value of Recycled Materials

Retained by Customer:

- 1) RMC hauled, emptied and exchanged by customer
- 2) Reimbursement at the current rate for recyclable materials to customer
- 3) Rate per haul and exchange \$ 0.00

SECTION 5.0 RATES FOR MECHANICAL CONTAINERS

5.1 Mechanical Container Rates Per Month:

Cont.	Sales	Times Per Week					
Size	Rental	Tax	1	2	3	4	5
1 yd	\$13.40	\$0.80	\$26.94	\$53.82	\$80.64	\$106.68	\$134.29
2 yds	\$16.59	\$1.00	\$45.06	\$90.04	\$135.06	\$180.08	\$225.02
3 yds	\$23.73	\$1.42	\$62.39	\$123.90	\$187.17	\$249.55	\$311.90
4 yds	\$26.23	\$1.57	\$80.43	\$160.80	\$241.22	\$321.60	\$402.04
6 yds	\$36.88	\$2.21	\$114.29	\$229.18	\$342.76	\$456.94	\$571.15
8 yds	\$45.14	\$2.71	\$148.38	\$296.57	\$444.42	\$592.63	\$739.79

Cont.	Rental	Sales Tax	Times Per Week				
Size			1	2	3	4	5
1 yd	\$13.40	\$0.80	\$26.94	\$53.82	\$80.64	\$106.68	\$134.29
2 yds	\$16.59	\$1.00	\$45.06	\$90.04	\$135.06	\$180.08	\$225.02
3 yds	\$23.73	\$1.42	\$62.39	\$123.90	\$187.17	\$249.55	\$311.90
4 yds	\$26.23	\$1.57	\$80.43	\$160.80	\$241.22	\$321.60	\$402.04
6 yds	\$36.88	\$2.21	\$114.29	\$229.18	\$342.76	\$456.94	\$571.15
8 yds	\$45.14	\$2.71	\$148.38	\$296.57	\$444.42	\$592.63	\$739.79

5.2 Locking Mechanism Mechanical Container Per month ~~\$3.34~~ \$3.44

5.3 Extra Service for Mechanical Containers
With twenty four (24) hour notice: Each dump ~~\$31.45~~ \$32.40

5.4 Temporary (less than two [2] months) Placement or Removal of a Mechanical Container: Each move ~~\$43.31~~44.62

SECTION 6.0 RATES FOR SPECIAL SERVICES

6.1 Special hauls with pickup truck:

On day of service – zero to fifteen (0-15) minutes ~~\$34.16~~35.20
 From Landfill to City – sixty (60) minutes ~~\$68.36~~70.44
 Each fifteen (15) min. after first sixty (60) min. ~~\$17.07~~17.59

6.2 Special hauls with packer truck:

On day of service – zero to fifteen (0-15) minutes ~~\$60.42~~62.25
 From Landfill to City – zero to sixty (0-60) minutes ~~\$120.83~~124.50
 Each fifteen (15) min. after first sixty (60) min. ~~\$30.27~~31.19

6.3 Special Services with roll-off truck:

Large Container Service:

~~Rental rate for one (1) time exchange service and
 rental rate per day after first five (5) working days~~

Cont. Size	Per Day Rental	Sales Tax	Delivery	Exchange	Pickup
8 yd	\$5.26	\$ 0.32	\$118.09	\$118.09	\$118.09
11 yd	\$6.32	\$0.38	\$118.09	\$118.09	\$118.09
15 yd	\$ 7.38	\$ 0.44	\$118.09	\$118.09	\$118.09
22 yd	\$8.42	\$0.51	\$118.09	\$118.09	\$118.09
30 yd	\$10.53	\$0.63	\$118.09	\$118.09	\$118.09
45 yd	\$14.74	\$0.88	\$118.09	\$118.09	\$118.09

Cont. Size	Per Day Rental	Sales Tax	Delivery/Exchange/Pickup
8 yd	\$5.42	\$0.32	\$121.68
11 yd	\$6.51	\$0.39	\$121.68
15 yd	\$7.60	\$0.46	\$121.68
22 yd	\$8.67	\$0.52	\$121.68
30 yd	\$10.85	\$0.65	\$121.68
45 yd	\$15.19	\$0.91	\$121.68

Latah Sanitation, Inc. (dba Inland Northwaste)

Long term rental agreements available through approval by Latah Sanitation, Inc. representative. No Rental Fees for Holidays.

Damage Deposit (based on container size and intended use)-	\$ 114.15 100.00 to
\$ 570.77 500.00	
<i>Applied toward tonnage and hauling charges if no damage occurs</i>	
Sorting Fee (unacceptable items)	\$ 100 103.04
<i>Hazardous waste, tires or large appliances</i>	
Removal Delay Fee	\$ 118.09 122.71
<i>Applied to each occasion that roll-off container is kept beyond original scheduled removal date, without prior approval from Latah Sanitation, Inc. representative.</i>	

Additional Large Container Service for City Facilities:

Note: Includes City special services such as yard waste program at Moscow Recycling Center.

Compactor Service:

Service	Per haul	\$ 188.43 194.15
Loose Yardage	Per yard	\$ 8.44 8.70
Compacted Yardage (small compactor)	Per yard	— \$ 45.12 46.49

- 6.4 Dead Animals: Special Haul rates shall be charged for collection and disposal of dead animals.
- 6.5 Service: Arrangements for Special Hauls shall be made with Franchisee.
- 6.6 Special Waste: The rates for hazardous waste and infectious and potentially harmful waste will include time, equipment, materials, franchise billing fee and disposal fees.

SECTION 7.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF SOLID WASTE PROCESSING FACILITY

FRANCHISE FEE OF FIVE PERCENT (5%) DOES NOT APPLY TO FEES IN SECTION 7

- 7.1 Solid Waste Processing Facility Operational Franchise Reimbursement

Per year	\$ 573,892.19 29,210.94
Per month	\$ 47,831.85 4,100.91
- 7.2 Annual Tonnage Reimbursement
 - A. If annual tonnage exceeds the base annual tonnage of thirty-two thousand two hundred (32,200) tons in a contract year, Franchisee shall receive additional compensation.

Per additional ton (Adjusted per ton)	\$ 17.83 6.44
---------------------------------------	--------------------------

B. If the annual tonnage is less than the base annual tonnage, then no additional compensation to Franchisee.

C. If the annual tonnage is less than seventy five percent (75%) of the base annual tonnage, then refer to Section 2.B.2. of Exhibit C.

7.3 Rate Reimbursement for Miscellaneous Costs. See 2.0.C. of Exhibit C as therein provided in sub-paragraphs 1 through 11.

Miscellaneous Rate	Per year	\$260,954.7240,599.96
	Per month	\$21,746.230,050.00

7.4 Direct Reimbursement Cost
Tire disposal
Household Hazardous Waste disposal

Actual
Actual

SECTION 8.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF MOSCOW RECYCLING CENTER

~~Note: Franchise fee of five percent (5%) shall not apply to any fees in Section 8 of this Exhibit C.~~

8.1 Compensation	Per ton	\$ 47.754.03
8.2 Public Information, Special Events and Promotion Time and Materials		
8.3 Revenue Sharing From Sales of Recycling Commodities Compensation or Payment Formula as stated in Exhibit E, 2.0, K. Calculated at the end of each fiscal year		

SECTION 9.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF BIOSOLIDS COMPOSTING FACILITY

9.1 Biosolids Composting Facility Operational Franchise Reimbursement (Annual processing of up to seven thousand [7,000] wet tons of City of Moscow produced biosolids)	Per year	\$248,372.6128,999.27
	Per month	\$ 20,697.7219,083.27

9.2 Franchisee Reimbursement for processing materials

from outside sources between four thousand five hundred
(4,500) and seven thousand (7,000) wet tons not produced
from City of Moscow WWTP

Per ton

\$117.676.29

DRAFT

Attachment 8



2023 Amendment to Exhibit "H" Insurance Certificates and Performance Bonds

IRREVOCABLE STANDBY
LETTER OF CREDIT NO. 26199
DATE: SEPTEMBER 30, 2022
AMOUNT: \$200,000.00

City of Moscow
Attn: Finance Director
206 E. Thrid Street
Moscow, ID 83843

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. 26199 in your favor for the account of Latah Sanitation Inc., PO Box 8036 Moscow ID 83843, up to the aggregate amount of Two Hundred Thousand and No/100 Dollars (\$200,000) U.S. currency, available by your draft(s) drawn at sight on us and presented to Washington Trust Bank on or before September 30, 2023, or any extended date, covering the Performance Letter of the City of Moscow and accompanied by the following:

1. A signed statement from the beneficiary reading exactly as follows:

"I, the undersigned duly authorized representative of the City of Moscow hereby certifies that the draft drawn under this Letter of Credit represents the amount of money required to cover the Performance Letter for the City of Moscow."

2. The original of this Letter of Credit and any amendments thereto.

It is a condition of this Letter of Credit that it shall be considered automatically extended without amendment for one year from the present or any future expiration date unless we notify you in writing at least thirty (30) days prior to any such expiration date that this Letter of Credit will not be renewed. All written notification shall be sent via Certified Mail or courier.

All drafts presented under the credit must contain the clause "Drawn under Washington Trust Bank Letter of Credit No. 26199". Any and all banking charges, other than those of the issuing bank, are for the account of the beneficiary.

We hereby engage with the drawers and bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit that the drafts will be duly honored upon presentation and delivery of documents, as specified, to Washington Trust Bank, Attn: International Banking Department, 717 W. Sprague Ave., Spokane, Washington 99201, on or before September 30, 2023, or any extended date.

All drawings under this credit will be governed by the Uniform Customs & Practice for Documentary Credits (Latest Revision) International Chamber of Commerce Publication No. 600.

Sincerely,

Perry Magers
Letters of Credit
Washington Trust Bank

Privately owned.
Built in the Northwest.

watrust.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: Shannon Ulrich	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: shannon.ulrich@hubinternational.com	
INSURED Latah Sanitation Inc. P.O. Box 8036 Moscow, ID	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Pioneer Specialty Insurance Company	40312
	INSURER B: Western National Assurance Company	24465
	INSURER C: Idaho State Insurance Fund	36129
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPP 1076500	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CPP 1075735	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000			UMB 1012648	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	538305	4/1/2023	4/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Moscow
PO Box 9203
Moscow, ID 83843

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment 9
2023 Amendment to Exhibit "I"
Map of Collection Routes

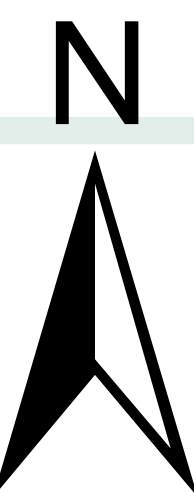
City Of Moscow
GARBAGE PICK UP DAY

FRIDAY
MONDAY
THURSDAY
TUESDAY
WEDNESDAY
City Limit

STREET DIRECTORY

A STREET	G-16 LATHEN STREET	F-22
ADAMS STREET	G-19 LAUDER AVENUE	F-21
ALAN STREET	H-22 LEBANON DRIVE (private)	F-21
ALMON STREET	F-18 LETH STREET	F-14
ALPOWA AVENUE	D-22 LEMHI DRIVE	J-26
ALTURA DRIVE	I-22 LEXTER STREET	F-21
ALTRUS PARKWAY	J-22 LEXVILLE ROAD	N-23
AMY COURT	K-18 LEVICK STREET	F-21
ANDERSON PLACE	E-23 LEWIS STREET	G-19
ANNE AVENUE	J-21 LEXINGTON AVENUE	N-13
ANNA STREET	H-18 LIEUALLEN STREET	E-16
APON PLACE	I-23 LILLY STREET	F-17
APPLAHOOSA ROAD	E-23 LINCOLN STREET	F-17
ARBORCREST ROAD	J-18 LINDSEY STREET	E-14
ARROW STREET	H-22 LINDSEY STREET	F-18
ASBURY STREET	F-17 LONAN STREET	H-20
ASH STREET	E-19 LORIAN LANE	I-22
ATSKIR STREET	H-22 LUND LANE	K-14
AT STREET	G-16 LUNDALE STREET	N-24
BADGER COURT	M-19 LYNANDRA DRIVE	I-15
BARKER STREET	G-16 LYNN AVENUE	H-20
BARTHOLOMEW STREET	J-13 MABELA STREET	H-20
BLAKE STREET	I-17 MAIN STREET	F-17
BLAKE AVENUE	E-20 MANAGING LANE (private)	L-20
BON WHITE PLACE	G-11 MALLARD COURT	G-12
BONNIE COURT	G-12 MCKINLEY STREET	G-14
BORAH AVENUE	D-22 MEADOW STREET	L-19
BOYLE AVENUE	E-21 MEADOWLARK LANE	L-16
BROOK DRIVE	F-13 MELBONDRIE STREET	D-14
BRIDGE STREET	K-16 MERCER AVENUE	J-21
BRISTOL DRIVE	L-21 MILLER COURT	D-15
BRISTOL LOOP	L-21 MIX ROAD	H-12
BRITTON LANE	H-12 MOLLY COURT	J-17
"C" STREET	G-15 MORRIS STREET	H-18
CANAS STREET	J-20 MORRIS STREET	H-18
CAMBRIDGE COURT	L-20 MORTON STREET	G-14
CAMPUS DRIVE	L-20 MOSER STREET	K-16
CARMICHAEL ROAD	M-23 MYRTLE STREET	G-24
CASTLEFORD STREET	L-21 NADY COURT	L-17
CAVISE DRIVE	D-23 NANCY COURT	G-15
CHESLEY COURT	M-20 NARBON STREET	F-19
CHERRY BLOSSOM LANE	I-13 NELSON AVENUE	G-24
CHERRY STREET	E-16 NEE PERCE DRIVE	D-20
CHINDOK STREET	E-22 NEE PERCE ST	H-20
CHRISTOPHER LANE	I-11 NORTHWEST COURT	D-15
CIRCLE DRIVE	D-16 NORTHWOOD DRIVE	H-21
CLAY COURT	M-19 NOTTING HILL DRIVE	H-20
CLEARVIEW STREET	L-19 NURSERY STREET	G-24
CLEVELAND STREET	J-14 NYLOR STREET	H-22
Clockwork Lane (private)	L-20 OLD PULLMAN ROAD	H-20
COLLEGE STREET	F-19 ORCHARD AVENUE	F-13
COLT ROAD	D-22 PALOUSE COURT	I-17
CONCORD AVENUE	K-13 PALOUSE RIVER DRIVE	E-23
CONSTOKIA DRIVE	E-22 PANORAMA DRIVE	F-18
CONSTITUTION STREET	D-23 PARADISE CREEK STREET	D-17
COURTNEY STREET	L-19 PARADISE DRIVE	F-22
COVY LANE	G-11 PARADISE RIDGE ROAD	H-24
Crookside Lane (private)	K-17 PARK DRIVE	J-19
CRISTVIEW DRIVE	K-17 PEACHTREE DRIVE	I-13
"C" STREET	E-15 Pearl Creek (private)	E-23
DAMEN STREET	K-16 Pendulum Lane (private)	L-20
DAVIS AVENUE	K-13 PERIMETER DRIVE	C-20
DAVID ROAD	M-19 PERSIMMON DRIVE	D-17
DEAKIN AVENUE	F-18 PHEASANT RUN LANE	F-10
Deakin Avenue (private)	F-18 PICABU STREET	J-12
DEER MEADOW COURT	H-21 PINE CONE ROAD	I-22
DISCOVERY DRIVE	A-22 PINE STREET	H-19
DOGWOOD COURT	J-17 PINTAIL LANE	G-12
DOLLY DRIVE	G-13 PINTO DRIVE	D-22
"D" STREET	E-15 PLASANT PLACE	G-11
EASTWOOD AVENUE	H-21 PLUM COURT	I-13
EDINBOROUGH COURT	L-21 POLK STREET	H-18
EIGHTH STREET	G-19 PONDOSA COURT	F-17
EISENHOWER STREET	L-15 PONDOSA DRIVE	J-12
ELKS ROAD	E-22 POWERS AVENUE	G-23
EL CAJON AVENUE	K-20 PULASKI AVENUE	I-13
ELM STREET	E-19 PULLMAN ROAD	C-17
EMPIRE LANE	H-11 QUAIL RUN DRIVE	G-11
"F" STREET	I-14 Quail Road (private)	E-21
FARM DRIVE	M-19 RAILROAD STREET	F-19
FARM ROAD	C-17 RAYBURN STREET	D-19
FIFTH STREET	G-17 RESIDENCE STREET	E-15
FIRST STREET	G-16 RIDGE ROAD	E-24
FLETCHER PLACE	E-23 RIDGEVIEW DRIVE	L-21
FLINT STREET	G-22 ROBINSON PARK ROAD	M-19
FLORIAN LANE	E-21 ROAD STREET	H-19
FLORENCE AVENUE	K-19 ROLLING HILLS DRIVE	K-17
FORD STREET	L-14 ROOSEVELT STREET	J-16
FORT STEVENS STREET	E-22 ROOSEVELT STREET	L-16
FOURTH STREET	G-17 ROWE STREET	H-21
FRANKLIN ROAD	G-11 ROXBURY DRIVE	E-21
GAMBLE LANE	G-11 Ruby Court (private)	M-23
GARFIELD STREET	E-16 RYAN LANE	L-17
Garden Court (private)	E-23 Sarnarian Lane (private)	M-18
GATWAY COURT	L-19 SECOND STREET	G-17
GRANT COURT	J-18 SENG STREET	D-17
GRANT STREET	J-14 SEVENTH STREET	E-18
GRANVILLE STREET	M-20 SHERLY LANE	L-20
Grasslands Hill Place (private)	G-12 SHERRWOOD STREET	L-19
GUSKE ROAD	I-24 SHETLAND COURT	E-21
HAMPTON COURT	M-21 SHORT STREET	C-17
HANSEN AVENUE	L-20 SHOSHONE STREET	M-19
HARDING STREET	E-20 SIXTH STREET	J-18
HARDEN ROAD	D-11 SLONAKER DRIVE	J-12
HARDY STREET	L-20 South Hill Terrace (private)	F-20
HARRISON STREET	H-20 SOUTHVIEW AVENUE	G-22
HARVEST DRIVE	K-17 SPOTSWOOD STREET	G-20
HATHAWAY STREET	L-19 SPIGUE CIRCLE	J-12
HATLEY WAY	A-17 STADIUM DRIVE	D-18
HAWTHORNE DRIVE	G-21 STEFANY LANE	M-19
HAYS STREET	I-18 STYNGE AVENUE	G-21
HENLEY STREET	C-16 SUNSHINE DRIVE	L-20
HENRY COURT	K-16 Sundial Lane (private)	L-20
HIDDEN LANE	H-20 SUNNYSIDE AVENUE	E-22
HIGHLAND DRIVE	F-12 SUNSHINE DRIVE	K-16
HIGHWAY 95	F-16 SUNSET DRIVE	E-15
HIGHWAY 8	A-17 SUSAN DRIVE	G-13
HILLCREST DRIVE	K-16 SUTTON STREET	M-20
HILLSIDE PLACE	F-18 SWEET AVENUE	F-20
HISCH ROAD	F-11 TAMARACK DRIVE	J-12
HISSH ROAD	F-11 TAYLOR AVENUE	E-21
Hooper Court (private)	M-18 THATUNA AVENUE	J-13
HOLIDAY STREET	L-20 THIRD STREET	E-17
HOMER STREET	F-16 Thompson Drive (private)	L-20
HOMESTEAD STREET	H-14 TORNSKA DRIVE	F-14
Hooper Lane (private)	L-20 TOMER ROAD	M-22
HOWARD STREET	H-14 TRACY COURT	G-14
HUNTER STREET	H-20 TRAIL ROAD	J-9
HOAD AVENUE	E-19 TRAVEL WAY	F-21
ILENE DRIVE	K-14 TROY ROAD	L-22
INDIAN HILLS DRIVE	G-22 TRUMAN STREET	L-14
IRANI DRIVE	K-17 UNIVERSITY AVENUE	E-18
JACKSON STREET	F-18 URQUHART AVENUE	E-18
JANSON STREET	K-16 VALLEY VIEW DRIVE	K-14
JASON DRIVE	M-18 VAN RUIJN STREET	D-17
JEFFERSON COURT	G-12 VANDAL DRIVE	F-11
JEFFERSON STREET	G-19 VEAUCH STREET	G-20
JILLIE COURT	G-12 VIEW STREET	E-22
JILLIE DRIVE	G-13 VIRGINIA AVENUE	F-12
JUNIPER DRIVE	J-12 VISTA STREET	L-19
KAMAKI STREET	J-19 WALENTA DRIVE	D-21
KATY AVENUE	L-18 WANDURA COURT	D-13
KENNEY STREET	L-14 WAR BONNET DRIVE	A-16
KENNETH STREET	H-20 WASHINGTON STREET	G-19
KING ROAD	E-21 WEST VIEW DRIVE	L-18
KIRK DRIVE	F-12 WYOMOUTH STREET	L-19
KISMET COURT	N-20 WHITE AVENUE	L-21
KOJA COURT	L-20 WHITE PLACE	H-21
KOOSIMITY STREET	D-15 WILBROS DRIVE	M-21
KOURE STREET	J-20 WILLOW VIEW PLACE	E-23
LAND LANE	F-11 WILSHIRE DRIVE	L-20
LANNY DRIVE	J-11 WYOMANS LANE	K-12

This map is provided for reference purposes only and is not intended to depict the exact locations of property lines or other features shown. Please do not make business decisions based on this product before independently validating the data.



City of Moscow
Latah County, Idaho

GARBAGE PICK UP DAYS

CITY OF MOSCOW
1887
IDAHO

Created & Maintained by the
ENGINEERING DIVISION
Updated September, 2022

2023 AMENDMENT TO EXHIBIT “J”

SPECIFICATIONS FOR WASTEWATER BIOSOLIDS COMPOSTING FACILITY (WBCF)

- 1.0 Operations
- 2.0 Complaints
- 3.0 Compensation
- 4.0 Record Keeping and Reporting
- 5.0 Policies/Procedures/Service
- 6.0 Interruption of Service
- 7.0 Employees and Equipment
- 8.0 Liquidated Damages
- 9.0 Indemnification
- 10.0 ~~Renewal~~Term
- 11.0 Franchisee to Follow City J1 (SOP)

INTENT TO INCORPORATE EXHIBIT “J” INTO THE SOLID WASTE FRANCHISE AGREEMENT

Franchisee and City agree that the Solid Waste Franchise Agreement and its Exhibits “A”, “F”, and “G” shall apply to this Exhibit “J”. Where there are terms and conditions not defined in the Solid Waste Franchise Agreement and/or its Exhibits “A”, “F”, and “G”, or where terms and conditions differ from the Solid Waste Franchise Agreement and/or its Exhibits “A”, “F”, and “G”, the agreement between Franchisee and City for wastewater biosolids composting shall be governed by this Exhibit “J” and its Attachment 1, WBCF Compliance Inspections Standard Operating Procedure (hereinafter “J1 (SOP)”).

1.0 OPERATIONS

Franchisee agrees to derive a compost material from City biosolids that meets the Class A designation for pathogen reduction and also meets the vector attraction reduction requirements in accordance with Title 40 CFR 503 regulations. Franchisee agrees to supply the WBCF site and improvements thereon, in addition to the equipment and personnel which has been deemed necessary by City to operate the WBCF in conformance with the Franchise Agreement and this Exhibit “J”, which shall include, but not be limited to, the following:

- A. Franchisee shall provide the WBCF site, including the financing and construction of all capital improvements to be made thereon, in conformance with Franchisee’s Operation Plan dated March 2007; and

- B. Franchisee shall conduct the day to day operations of the WBCF, including maintenance of the roads and daily maintenance of the buildings located on the site, in accordance with this Exhibit “J” and Franchisee’s Operation Plan; and
- C. Franchisee shall be responsible for the operations of the WBCF, including the on site inspection, sorting, acceptance or rejection of biosolids arriving at the WBCF, in accordance with all applicable statutes and regulations of all governmental regulatory agencies and Franchisee’s Operation Plan; and
- D. Franchisee shall cause the orderly unloading of City vehicles delivering City biosolids; and
- E. Franchisee shall cause all acceptable compostable waste to be placed into the WBCF and shall thereafter operate such WBCF in accordance with Franchisee’s Operation Plan and in conformance with all applicable statutes and regulations of all governmental regulatory agencies in order to derive a compost material from City biosolids that meets the Class A designation for pathogen reduction and also meets the vector attraction reduction requirements in accordance with Title 40 CFR 503 regulations; and
- F. Although City and Franchisee understand and agree that Franchisee is responsible for the day-to-day operations of the WBCF, Franchisee specifically agrees to comply with J1 (SOP) requirements.
- G. Franchisee agrees to process up to seven thousand (7,000) wet tons annually of dewatered biosolids (twelve to sixteen percent (12 – 16%) solids content) from City. At its sole discretion, City may arrange for other ~~producers~~~~generators~~ of biosolids to deliver to Franchisee, provided such other ~~producers~~~~generators~~ must comply with the terms and conditions of this Franchise. City must provide at least three (3) months prior written notice to Franchisee before delivery of biosolids from sources other than City. Due to the nature of Franchisee’s WBCF, this additional material will necessarily be mixed with City biosolids and yard waste.
- H. Franchisee shall not comingle food waste, biosolids, or other waste products generated from other sources with City biosolids without prior written approval from City. City may approve other sources, subject to appropriate additional sampling, if the WBCF has the capacity to process the additional sources of food waste or biosolids and to continue to provide City with its annual total seven thousand (7,000) wet tons annual capacity.
- I. Each comingled finished compost pile shall be identified by a numbering system and tracked until used or disposed. A comingled pile, once sampled, shall not have additional static or curing piles added unless sampling is repeated. A comingled pile, once sampled and shown to be in compliance, may have material removed from it.

No finished compost shall be stored more than two (2) years and each shall be land applied or used before the two (2) year period expires.

- J. Prior to distribution or use of the finished compost, Franchisee shall monitor the finished compost for suspected substances that could kill or hinder landscape or garden plants and shall report such results to City. If such suspected substances are present in the finished compost, Franchisee shall prevent the distribution and use of ~~the~~ such compost until specifically authorized by City to distribute and/or use such compost. Franchisee shall monitor for clopyralid, picloram and triclopyr and, if detected, such shall be managed as agreed to by City and Franchisee.
- K. City shall have the full and exclusive right to and ownership of all finished compost material produced pursuant to this Franchise Program, and shall have the sole right to monetary and other value, if any, received from the sale or distribution of said finished compost material. City shall have sole discretion of any and all uses of finished compost. Franchisee shall have access to twenty (20) percent, by volume, of finished compost needed for WBCF operations and WBCF on site use. City shall notify Franchisee at least seven (7) days prior to the date City needs finished compost and City shall thereafter be solely responsible for removing the finished compost from the WBCF within a ninety (90) day period to avoid additional bacterial regrowth testing. City and Franchisee agree that, according to 40 CFR 503 Rules, there are no labeling requirements for compost products designated as Class A Exceptional Quality products, and, therefore, such labeling shall not be required of Franchisee.

2.0 COMPLAINTS

All formal complaints regarding performance from any source shall be made through City to Franchisee. Franchisee will be given a reasonable period of time in writing to respond to such formal complaints. Failure of Franchisee to respond to formal complaints or to take action to remedy the condition creating the complaint shall be deemed to be a breach of this Franchise and shall be grounds for revocation of Exhibit "J" of this Franchise. All complaints made directly or indirectly to Franchisee shall be given prompt and courteous attention, including, but not limited to, those forwarded to Franchisee from City. A log of all such complaints shall be filed with City quarterly.

3.0 COMPENSATION

Franchisee shall be entitled to Franchisee's Annual Compensation for WBCF operations per contract year, as provided in Exhibit "G" and services shall be subject to Annual Modification to Fees, as provided in General Specifications, Section 18.2 of Exhibit "A".

City and Franchisee specifically agree that no biosolids accepted from City by Franchisee for processing at the WBCF pursuant to this Exhibit "J" shall be used or considered when calculating the Annual Tonnage Reimbursement in Section 7.4 of Exhibit "G" of the Franchise Agreement.

Franchisee's Annual Compensation is based upon Franchisee's obligation to process up to seven thousand (7,000) wet tons annually of dewatered biosolids from City or other ~~producers~~~~generators~~ arranged by City. —Franchisee's Annual WBCF Base Fee Compensation shall be paid to Franchisee in twelve (12) equal installments, to be paid on or before the tenth (10th) day of the following month. Franchisee's Annual WBCF Base Fee Compensation shall be paid as provided in Exhibit "G" as amended from time to time. Compensation for annual tonnage in excess of seven thousand (7000) wet tons shall be based on fees in Exhibit "G" on a per ton basis. Franchisee's Annual WBCF Compensation is also based on the assumption that City will not unreasonably restrict Franchisee's ability to obtain yard waste or other amendment necessary to process biosolids, as specified in Franchisee's Operation Plan. -If for any reason yard waste or other amendment necessary to process biosolids is restricted by City, Franchisee and City agree to renegotiate the Annual Compensation to account for the actual cost of obtaining an alternative supply of yard waste or similar materials necessary to process biosolids. No re-negotiation shall occur where yard waste or other amendment necessary to process biosolids is restricted for reasons other than at City's direction (e.g., act of God, unavailability, expense, regulation, rule change, etc.).

4.0 RECORD KEEPING AND REPORTING

- A. Franchisee shall be responsible for all record keeping of the WBCF, including, but not limited to, records related to operation of the WBCF and compliance with the terms of this Franchise, including Exhibit J1 (SOP). City shall be responsible for record keeping at City's wastewater treatment facility including, but not limited to, solids content and weight of each shipment of City biosolids delivered to the WBCF.
- B. City is required to submit an Annual Biosolids Report to the EPA by February 19th each year. Franchisee shall submit all records needed by City to complete City's report on or before January 15 following each year of the term of this Exhibit "J". Such annual report shall cover WBCF activities during the previous year and shall include the following information:
 - 1. —Name and address of the facility;
 - 2. —Calendar year covered by the report;
 - 3. —Annual quantities of municipal wastewater biosolids and bulking agent processed and composted biosolids product produced;
 - 4. —Results of required monitoring; and
 - 5. Summary of quarterly inspections done by City of the WBCF.
- C. All records created by, utilized by, or in the possession of Franchisee, shall be available for inspection by City and shall be subject to the Idaho Public Records Law, as amended. Franchisee shall make all documents (except financial) relating to biosolids composting available to City within two (2) working days of receiving written notice detailing the documents requested. Franchisee shall make available to

City financial documents limited to the capitalization of costs of improvements to the WBCF, including tax information and maintenance thereof within two (2) working days of receiving written notice detailing the request. This time period may be extended where extenuating circumstances exist.

- D. Franchisee agrees to supply to City all information and documentation contained in J1 (SOP) during the term of this Exhibit “J”. Failure to supply such information shall constitute a material breach of this Exhibit “J”.

5.0 POLICIES/PROCEDURES/SERVICE

- A. No decision made as to the method, nature, and extent of services provided shall be in conflict with 40 CFR Part 503 Rules, City’s NPDES permit, or J1 (SOP).
- B. Inspections.
1. Franchisee shall allow City access to the WBCF during normal business hours.
 2. Quarterly compliance inspections shall occur as set out in J1 (SOP).
 3. City may provide for inspection by assistants or inspectors under its direction, of any and all work to be performed pursuant to this Exhibit “J”. Franchisee shall furnish City with all requested information relating to such work. City shall have the authority to suspend any work under this Exhibit “J” which is being improperly done.
 4. City reserves the right, at the sole cost of City, to arrange for third party, independent sampling and testing of biosolids material being processed at the WBCF. Franchisee shall allow reasonable access to WBCF by said third party to conduct sampling and testing at the request of City.
- C. It is expressly understood and agreed that all biosolids produced at City’s Wastewater Treatment facility shall be accepted at said WBCF, provided that fees associated with such acceptance are paid pursuant to this Exhibit “J”.
- D. Following the effective date of this Exhibit “J”, Franchisee agrees to comply with any and all changes to regulations to which it is subject. Compensation for such compliance, due only to changes in regulations, if any, shall be pursuant to General Specifications, Section 18.2.b. of Franchise Agreement Exhibit “A”.

6.0 INTERRUPTION OF SERVICE

City and Franchisee agree that the following terms and conditions shall apply to this Exhibit “J” and that this language shall replace terms and conditions of this Franchise Exhibit “A”: General Specifications, Section 17.0 for this Exhibit “J” only. Such change is not intended to and shall not alter this Franchise other than for purposes limited to this Exhibit “J”.

- A. Definitions: For the purposes of Section 6.0 of this Exhibit “J”, the following definitions shall apply:

"Interruption of service" shall mean: Any time period during which services by Franchisee are interrupted by a labor dispute, natural disaster, fire, or other action that results in WBCF services being discontinued or substantially reduced for a period of seven (7) consecutive days; or

Any time period after notice by City of the termination of Franchise by reason of breach or default by Franchisee and until other suitable services can be acquired by City.

- B. Back-Up Capacity Provided by Franchisee

Franchisee shall utilize its legally authorized capacity as a back-up facility in the event the main WBCF structure is not available, so as to avoid an interruption of service. In the event the entire WBCF is not available to avoid an interruption of service, Franchisee shall arrange for disposal of biosolids on a temporary basis at a landfill approved by state and local authorities to accept biosolids, and approved by City in writing, so as to avoid an interruption of service.

- C. Suspension of Payments to Franchisee

In the event of interruption of service, all payments to Franchisee for biosolids processing shall be suspended. All costs in excess of contractual fees associated with providing service during an interruption of services shall be borne by Franchisee, who shall relinquish all receipts from collection service during the period of interruption of service to City together with such additional funds as are necessary to satisfy Franchisee's obligation.

- D. Right to Contract With Others

City shall also have the right to contract with another organization to provide service in the event of an interruption of service by Franchisee.

7.0 EMPLOYEES AND EQUIPMENT

Franchisee shall be obligated to provide safe and operable equipment in the discharge of its duties pursuant to this Franchise. Franchisee and its employees shall discharge their duties in a competent and professional manner with due respect to the public. Franchisee shall employ no intemperate or incompetent employees in its discharge of its duties pursuant to this Franchise.

8.0 LIQUIDATED DAMAGES

Because City and Franchisee agree that actual damages that result from Franchisee's failure to continue services under this Exhibit "J" are difficult to determine, City and Franchisee agree that Franchisee shall pay a liquidated damage amount of two hundred thousand dollars (\$200,000) upon failure of Franchisee to provide services under this Exhibit "J" for any period of fifteen (15) days or more (unless otherwise allowed by the Franchise Agreement or this Exhibit "J").

9.0 INDEMNIFICATION

City and Franchisee agree that the following terms and conditions shall apply to this Exhibit "J" and that this language shall replace terms and conditions of Franchise Exhibit "A": General Specification, Section 4713.0 for this Exhibit "J" only. Such change is not intended to and shall not alter this Franchise other than for purposes limited to this Exhibit "J".

- A. ~~City shall hold Franchisee harmless and indemnify Franchisee for any liability or damages resulting from the intentional act, negligence, omission of City, its employees, agents, representatives and/or subcontractors pursuant to this Exhibit J. In addition, City shall hold harmless Franchisee for practices dictated to Franchisee by City in the operation of said WBCF including, but not limited to practices that result in the death or injury to any person, damage or destruction of property, contamination or adverse effects on the environment, or of any violation of statutes, rules or regulations of any governmental agency. Such agreement shall not, however, act to reduce Franchisee's liability and responsibility for damages for the intentional act, negligence or omission of Franchisee or its employees, agents and/or representatives in carrying out such practices. The City is a governmental entity subject to the statutory and constitutional restrictions concerning the acceptance of liability. The City's liabilities are further governed by the Idaho Tort Claims Act The City will be responsible for its own acts and omissions and those of its officers, employees and agents acting with the course and scope of their employment. The Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903 (2)(ii), states that the City's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the City.~~
- B. Franchisee shall hold harmless and indemnify City for any liability and/or damages of any kind resulting from the intentional act, negligence or omission of Franchisee or its employees, agents or representatives, including, but not limited to, death or injury to any person, damage or destruction of property, contamination or adverse effects on the environment, or of any violation of statutes, rules or regulations of any governmental agency. Franchisee shall hold harmless and indemnify City for any and all liability resulting from, and for any and all damages of any type or nature, resulting from use by Franchisee, or any of its employees, of finished compost.
- C. If City is fined, penalized or otherwise punished by a State or Federal regulatory agency as a result of any intentional act, negligence, or omission of Franchisee or its

employees, agents, or representatives, including, but not limited to, death or injury to any person, damage or destruction of property, contamination or adverse effects on the environment, or any violations of statutes, rules or regulations of any governmental agency, Franchisee shall reimburse City for any such fine, penalty, or other punishment. Such failure to reimburse shall constitute a breach of this Exhibit “J”.

10.0 RENEWAL TERM

This Exhibit “J” shall expire on September 30, 2035.

~~City may, as provided in the Franchise Agreement, renew this Exhibit J for one (1) additional term of ten (10) years following the current ten (10) year term in accordance with the following:~~

~~A. At the end of the current ten (10) year term, City, if it exercises its rights to renew this Exhibit J, Franchisee's Annual Compensation and Franchisee's Additional Tonnage Compensation shall be adjusted and calculated on the basis of actual biosolids delivered in the tenth (10th) and final year of the current term; and the base fee will be assessed and re-evaluated on a per ton cost at the end of the ten (10) year term multiplied by the seven thousand (7000) tons or actual tons processed in the tenth (10th) year to reflect the actual service being provided.~~

~~B. If, after such renewal, in the event that City and Franchisee cannot come to an agreement as to Franchisee's Annual Compensation taking the foregoing into account, the Pparties agree that such a dispute shall be subject to binding arbitration pursuant to the rules of the Uniform Arbitration Act. The Pparties shall mutually select a disinterested, non-local arbitrator. The decision of the arbitrator shall be binding on both Pparties. The non-prevailing Pparty, as determined by the arbitrator, shall pay all costs of the arbitration and the prevailing Pparty shall be awarded its reasonable costs and attorney's fees incurred in participating in such arbitration, which costs and attorney's fees shall be limited to ten thousand dollars (\$10,000).~~

11.0 FRANCHISEE TO FOLLOW CITY J1 (SOP)

In addition to any reporting, record keeping, operations plan, or other activities performed by Franchisee relative to the WBCF and processing of biosolids into compost, Franchisee shall perform all activities contained within J1 (SOP) or as further updated and revised throughout the term of this Exhibit “J”. City will notify Franchisee, in writing, not less than thirty (30) days prior of any changes made to J1 (SOP).

**FRANCHISE AGREEMENT EXHIBIT “J”
ATTACHMENT 1
WBCF COMPLIANCE INSPECTIONS
STANDARD OPERATING PROCEDURE
J1 (SOP)**

Purpose

The purpose of this Standard Operating Procedure (hereinafter “J1 (SOP)”) is to assist City of Moscow (CITY) staff with conducting and reporting quarterly compliance inspections at the LSI Wastewater Biosolids Composting Facility (WBCF). This SOP identifies the necessary information that must be documented by the WBCF and provided to the CITY to evaluate and determine compliance with Title 40 CFR Part 503 Rules, and to provide an opportunity for CITY and Franchisee to discuss issues regarding operations and compliance.

WBCF Inspection Procedures

A. Standard Compliance Inspection and Analysis

CITY staff will conduct standard compliance inspections on a quarterly basis, in accordance with the CITY Wastewater Biosolids Composting Facility (WBCF), to ensure compliance with Title 40 CFR Part 503 Rules as required by CITY’s NPDES permit. CITY shall evaluate, at a minimum, each of the following:

1. Daily Operation Records
 - a. Review Franchisee daily operation records for the dates and times for temperature and initial oxygen percentage measurements for each static pile, with a certification statement from appropriate authority, for further review.
 - b. Obtain from Franchisee weights and volume records of sewage sludge received.
2. Temperature and initial oxygen percentage Monitoring Locations
 - a. Evaluate whether representative measurements for temperature and initial oxygen percentage are being gathered and analyzed in accordance with 40 CFR 503 Rules. Where are measurements being taken, how many, and are they representative of the nature of the static piles?
 - b. Discuss and observe the consistency of collecting analytical data. Are there inconsistencies in the way data is collected?
3. Quality Assurance and Quality Control (QA/QC)
 - a. Review all QA/QC data from Franchisee for the prior three (3) month period including:

- (1) Calibration documentation for equipment used to determine compliance with temperature and initial oxygen percentage standards.
 - (2) Franchisee shall monitor multiple temperature probes at separate locations within each static pile and keep temperature records. Temperatures shall be recorded twice daily when variances occur.
 - (3) Chain of Custody forms.
 - (4) Laboratory information, including analytical techniques used for bacteria and metals analyses.
 - b. Discuss how Franchisee has dealt with piles that fail and documentation related to such failure(s).
4. Metals sampling analyses and results
 - a. Obtain metals sampling results.
 - b. Discuss if representative sampling of curing/finished piles (grab sampling vs. composite sampling) is occurring in accordance with 40 CFR 503 Rules. How are those sampling locations identified?
5. Bacteria re-growth sampling analyses and results
 - a. Obtain bacteriological (salmonella sp. or fecal coliform) sampling results.
 - b. Discuss if representative sampling of curing/finished piles is occurring (grab sampling vs. composite sampling) in accordance with 40 CFR 503 Rules. How are those sampling locations identified?
6. Evaluate how static and curing/finished piles are kept separate

Review Franchise records and observe how static piles and curing/finished piles are kept separate.
7. Evaluate Curing/Finished piles
 - a. Observe how curing/finished piles are labeled and documented to evaluate disposal within two (2) years from the creation of the static pile.
 - b. Specify final disposal of material derived from the process must be land applied within two years from the creation of the static pile.

B. Additional Inspection and Analysis

It will be at the professional discretion of the CITY staff to determine which conditions, in addition to the aforementioned conditions, are reviewed as part of the compliance inspection to ensure compliance with all applicable regulations.

Additionally, CITY staff may “spot check” the necessary equipment, logs, records, etc. in order to determine compliance with the 40 CFR 503 Rules. If the CITY’s spot check(s) reveal an

apparent inconsistency of an applicable requirement, CITY staff will conduct a more thorough review of Franchisee's WBCF information.

C. Inspection Reporting

CITY staff will record the findings and compliance determinations of their compliance inspection in a follow-up inspection report. The Inspection Report package, transmitted to appropriate CITY staff and Franchisee staff, shall include the following:

1. Inspection Report cover letter;
2. Complete Inspection Findings Report; and
3. Supporting documentation, as necessary.

In the event that CITY staff identifies pending and/or apparent inconsistencies/violations during the course of a compliance inspection and/or during the review of information provided by Franchisee, and/or identify operational issues, CITY staff will: 1) identify the pending/apparent inconsistencies/violations and/or issues in the Inspection Report Cover letter; 2) address the pending/apparent inconsistencies/violations and/or issues in an Inspection Findings Report; and 3) ensure that the issues identified in the report are addressed by Franchisee WBCF in a timely manner.

D. Non-compliance is a Material Breach

Failure of Franchisee to resolve inconsistencies in record keeping, reporting, or compliance with this SOP or 40 CFR Part 503 Rules shall be a material breach of Exhibit J.

/SW112612non

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, October 9, 2023



AGENDA ITEM TITLE

Ladder Truck Fire Engine Purchase Approval (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City's existing Fire Department ladder truck engine is reaching the end of its serviceable life and needs replacement. In accordance with Section 1.3.8 of the Master Services Agreement between the University and the City dated January 13, 2021, the University has agreed to participate in one-half of the cost of the purchase of the replacement ladder truck engine. The City has obtained a quote for the replacement ladder truck engine from Hughes Fire Equipment through the Houston-Galveston Area Council Cooperative Purchasing Program, which totals \$1,549,896, after \$162,564 in pre-payment discounts (see attached quote). The quote pricing is valid until October 27, 2023 with full payment due by the end of October of 2024 in order to secure the pre-payment discounts. Currently, the estimated delivery time for the ladder truck engine is 42-47 months from the date of order. Staff has provided the University of Idaho with the required 12 month advance notice of the intent to purchase the replacement ladder truck engine. Staff wishes to accept the quote prior to October 27th in order to avoid additional price escalation, and to provide the full payment by the end of October 2024 and is seeking Council approval at this time. The City has accumulated the City's portion of the purchase price within the City's Fleet Fund.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval to place the order for the replacement ladder truck fire engine; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval to place the order for the replacement ladder truck fire engine.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. AS931 Quote PL46 09052023



September 5, 2023

Moscow Fire Department, ID
One (1) Enforcer 107' Ascendant Aerial AS931
Build Location: Appleton, WI

Proposal Price	\$1,712,460.00
Less chassis progress payment discount	(18,120.00)
Less aerial device progress payment discount	(6,704.00)
Less payment upon completion @ factory discount	(17,186.00)
Less 100% prepayment by October 2024 discount	(120,554.00)
Total including all pre-pay discounts	\$1,549,896.00

Terms:

Price Expiration: The above pricing is valid until October 27, 2023.

Future Changes: Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and in any such event any resulting cost increases incurred to comply will be added to the Purchase Price to be paid by the Customer and documented on a Change Order.

Component Price Volatility: Company shall not be responsible for any unforeseen price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of contract or purchase order. Any price increase major components of the product will be passed through to the Customer and will be documented on a Change Order.

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 42 to 47 months after contract execution or purchase order. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. **Chassis Progress Payment Discount:** The chassis progress payment in the amount of **\$604,009.00** will be due three (3) months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.

ii. **Aerial Device Progress Payment Discount:** The aerial device payment in the amount of **\$335,213.00** will be due two (2) months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the aerial device due date. If payment is not made when due the discount total will be added back to the final invoice.

iii. **Payment Upon Completion at Factory Discount:** If elected, final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

iv. **100% Pre-Payment by October 2024 Discount:** If elected, 100% pre-payment is due by October, 2024. An invoice will be provided thirty (30) days prior to the due date. If this option is elected, the discount is in addition to the chassis progress payment discount, aerial device progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory. The pre-payment discount is valid for 90 days from quote unless interest rates change; at which time a notification of change will be given and a new quote will be issued.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

c. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

Consortium Purchase: The proposal is based on the unit being purchased through H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing Program) utilizing contract FS12-19 valid until 11/30/2023 with a registered End User member Interlocal Contract. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements. More information can be found at hgacbuy.org.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **\$4,687.00** may be deducted from the purchase price. All purchase orders must include the following verbiage if a performance bond is elected, "**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.**"

Transportation: Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **\$6,300.00** may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: Two (2) factory inspection trips for four (4) customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip \$2,400.00 per traveler (per trip) will be deducted from the final invoice.

Persistent Inflationary Environment: Effective September 1, 2023, verbiage concerning the Persistent Inflationary Environment must be present on customer purchase document. Please speak with your sales representative for the specific terms that are a requisite for acceptance of order.

Acceptance of Proposal: If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. **All purchase orders shall be made out to Hughes Fire Equipment Inc., reference proposal AS931 printed PPR dated 9-5-2023, and must be signed and dated.**