Administrative Committee

Regular Meeting
~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208-883-7015

Monday, August 26, 2024 | **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 Administrative Committee July 22, 2024 Minutes (ACTION ITEM) - Laurie M. Hopkins**

2. **Moscowberfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Laura Perrigo**
   The Moscow Chamber of Commerce + Visitor Center is hosting their annual Moscowberfest on Saturday, September 28th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This event is now in its fourth year and is stylized in the spirit of fall folk festivals. The applicant anticipates no more than fifteen (15) licensed beer and/or wine vendors, up to fifteen (15) food vendors, and up to fifteen (15) vendors facilitating street games, activities, and competitions such as: face painting, knitting and spinning circle, children's crafts, rubber ninja throwing stars, stein holding, keg lifting, etc. The event has been reviewed and approved as of August 14, 2024.

   Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, The Moscow Chamber of Commerce + Visitor Center 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.

3. **State/Local Agreement for Construction of the Public Avenue Corridor Safety Improvements (ACTION ITEM) - Alisa Anderson / Scott Bontrager**
   The City of Moscow's Public Avenue Corridor Safety Improvements project located in northeast Moscow is a 1,100-foot long corridor on Public Avenue from Polk Street to Lincoln Street. The project includes the installation of a permanent concrete splitter island at the intersection of Polk Street and Public Avenue and upgrading the roadway to include full 12-foot vehicle lanes and 5-foot bicycle lanes. Additional improvements include the installation of 2,200 linear feet of curb, gutter, and a 5-foot sidewalk. These improvements will widen the roadway and eliminate roadside ditches, creating a more navigable corridor for both vehicles and pedestrians/cyclists.

These improvements will provide a safer environment and help keep drivers on the road through the installation of curbing and advance warning signs for the curves. The reduction of several roadside hazards to include ditch lines, trees, and utility poles will greatly decrease the risk of injury accidents. Lastly, the installation of larger, retroreflective signs and thermoplastic crosswalk bars will increase stop compliance at intersections. The design was completed in June 2024 and the project is now ready to be put out to bid for construction, which requires the approval and execution of the State/Local Agreement and the corresponding Resolution. Construction is expected to occur in 2025.

PROPOSED ACTIONS: Approve the State/Local Agreement and the corresponding Resolution for Construction of the Public Avenue Corridor Safety Improvements Project No. A022(402), Key No. 22402, or provide staff further direction.

4. **Idaho Revolving Loan Fund Supplemental Revenue Bond Ordinance (ACTION ITEM) - Bill Belknap**

In 2019, the City applied for and received an additional $4.3 Million in low interest Revolving Loan Fund (RLF) funding from the Idaho Department of Environmental Quality (DEQ) and entered into a loan agreement with DEQ as approved by Council Resolution 2019-22. All the original identified projects are now complete, and the City is ready to convert the construction funding to permanent bond financing. DEQ will be the sole purchaser of the bonds through the State RLF program. The bonds will have a term of 20 years and an interest rate of 2.25%. The City's bond counsel has prepared a supplemental bond ordinance providing for the sale of the bonds for Council approval.

PROPOSED ACTIONS: Recommend approval of the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or take such other action deemed appropriate.

5. **City Supervisor Title Amendment Ordinances (ACTION ITEM) - Bill Belknap**

The City of Moscow established the position of Administrative Assistant for the City of Moscow in 1959 through Ordinance 1001, passed on April 6th, 1959. The position as described in 1959, included keeping an inventory of all City property, acting as the City's purchasing agent, preparing the annual budget, serving as public relations officer, attending City Council meetings, overseeing all department operations, and long-range planning for the City, all under the supervision of the Mayor. At the Council meeting of May 14, 1959, Clair Inghram was appointed as the first person to occupy the newly created position, but the title that was utilized at the time of the appointment, as reflected in the meeting minutes was City Supervisor. Over the years the City amended Chapter 4 of Title 2 to formally change the title to City Supervisor in code. The title of City Supervisor is not commonly used in the public administration profession and there are no other similar positions within the State of Idaho. Pullman Washington was one of the few cities that retained the title of City Supervisor until a few years ago when they changed the title of City Supervisor to City Administrator, which is the common title utilized throughout Idaho and the nation. Staff is proposing to retain all duties and responsibilities, but to change the title of the position to City Administrator. This recommendation was reviewed and approved by the Mayor and Council President and Vice President, and staff have prepared an ordinance to first amend Title 2, Chapter 4, and a second Ordinance to change all other City code references that has the title of City Supervisor to City Administrator. The proposal is before the full Council for consideration.

PROPOSED ACTIONS:

1. Recommend approval of the Ordinance amending Title 2, Chapters 5 and 14, under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or take such other action deemed appropriate; and

2. If the prior Ordinance is approved, recommend approval of the Ordinance amending all City Code references to City Supervisor and Deputy City Supervisor under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or take such other action deemed appropriate.

6. **School Resource Officer Memorandum of Understanding (ACTION ITEM) - Bill Belknap**

   For over 24 years, the Moscow Police Department has employed a School Resource Officer (SRO) to provide a law enforcement presence and additional resources to the Moscow School District (MSD) to assist in providing and maintaining a safe and healthy student environment. The City and MSD jointly fund the SRO position. The existing SRO agreement will expire at the end of September and staff has prepared a new agreement continuing the same terms and conditions as the prior agreement for the Council's consideration. The MOU has been reviewed and approved by the MSD administration.

   PROPOSED ACTIONS: Recommend approval of the MOU with the Moscow School District to jointly fund the School Resource Officer position; or take other action as deemed appropriate.

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.

Administrative Committee

	Regular Meeting **~Minutes~**	Laurie M. Hopkins City Clerk
	www.ci.moscow.id.us	208.883.7015

Monday, July 22, 2024	**4:00 PM**	**Council Chambers** **206 E. Third St.**

The meeting was called to order at 4:00 p.m.
PRESENT: Julia Parker, Drew Davis, Sandra Kelly
OTHERS: Mayor Art Bettge
STAFF: Bill Belknap, Cody Riddle, Mia Bautista, Laurie M. Hopkins, Megan Cherry, Aimee Hennrich

REGULAR AGENDA

1. **Approval of Administrative Committee March 25, 2024 Minutes (ACTION ITEM) - Taylor Riedner**

The minutes were approved as presented.

2. **Public Meeting: Proposed Lot Division at 322 and 328 Southview Avenue (ACTION ITEM) – Aimee Hennrich**

   The applicant, John Ficca, is requesting a lot division to create two lots of approximately 4,621 sf and sf, 4,497 sf in size from one existing lot of 9,118 sf in size. The intention of the lot division is to divide the existing twinhome dwelling along its shared common wall in order to allow for the individual sale of each dwelling unit. The subject property is located within the Medium Density (R-3) Zoning District which requires a minimum lot size of 3,250 square feet and a minimum lot width of 30 feet for twinhomes. Both proposed lots meet the minimum lot area and width requirements of the R-3 Zone, and the existing structure will meet all setback requirements. Property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date.

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

Hennrich introduced the item as written above.

Nils Peterson (Moscow Affordable Housing) is in favor. From a financial perspective, if the lot is not split, it would need to sell as a duplex, one ownership and would have to put 20% down. If split, the two residences can be sold to different owns and would only need 5-10% down.

Having no questions, the Committee recommended approval and that it be placed on the Council consent agenda.

Parker arrived at 4:03 p.m.

3. **Mural at Jackson & A: Selected Artist (ACTION ITEM) - Megan Cherry**

During a call for qualifications open to artists from the United States, 52 artist submissions were received for the mural project at Jackson and A Streets. The Selection Panel met to review the submissions on April 22, 2024 and voted during that meeting to recommend three finalists: Jay Rasgorshek, Ernesto Maranje, and Darion Fleming. On May 14, 2024, the MAC voted to recommend the same three finalists, after which point the artists created site-specific designs. The designs were available for public viewing and comment from June 25–27, 2024. Of the 316 public comments received, 210 were in favor of the design submitted by Jay Rasgorshek of Boise, ID. The Selection Panel convened to discuss and score the designs, ultimately voting to recommend Rasgorshek as the selected artist, a recommendation that the MAC echoed in a vote during their regular meeting on Tuesday, July 9. Following Council approval of a recommended artist, staff will proceed with the completion of the artwork commission agreement previously approved by Council on January 16, 2024. Installation of the mural is anticipated to be complete at the end of September 2024.

PROPOSED ACTIONS: Approve the selection of Jay Rasgorshek and his mural design submission, or provide staff further direction.

Cherry introduced the item as written above. A timeline was provided as well as a background on Jay Rasgorshek. The selection panel liked Jay's submission as he researched the history of the Moscow area and also the way the artwork fits with the building. The selection panel was interested in changing the background to blue. Rasgorshek is hesitant to do so. Cherry said blue and red tend to fade quicker and could also push towards the blue/orange rather than Vandal colors. The Committee wasn't interested in changing the design because it would increase the timeframe, pigment of paint, and want to respect the vision of the artist. The Committee recommended approval and that it be placed on the Council regular agenda. Cherry spoke on the addition of a graffiti protection layer that will be included.

4. **Pheenix USH, LLC d/b/a Spin-License Agreement for Shared Mobility (ACTION ITEM) - Cody Riddle**

Staff will present a proposed one-year license agreement with Spin, for the operation of shared-use scooters within the City. If approved, the agreement will allow deployment of up to 150 shared devices (scooters). The shared mobility program was established through an amendment to Title 11, Chapter 2, of Moscow City Code back in 2022. The current proposal is similar to an agreement previously entered into with Bird Rides. They never deployed their devices and that agreement expired.

As specified by the adopted ordinance, the newly proposed license agreement includes a downtown dismount zone, where riding electric assist devices is prohibited on the sidewalk. Devices can be operated safely on the streets in this area. The mobility provider will geo-fence the designated area to ensure compliance, and the City has installed signage to communicate this standard. This will be especially important for private users whose devices are not regulated by a shared provider. The agreement also includes a no parking zone around Friendship Square, and another adjacent to the Student Union Building on the University of Idaho Campus. Additional provisions applicable on campus include a speed limit of 9mph around the core, a limit to parking devices only within established racks, and a prohibition from riding in the arboretums or on the President's residential property. Finally, the document includes a provision for impounding devices not operated, stored, or maintained in compliance with the ordinance or other agreement standards. If approved, the agreement will be in effect for one year. This will allow for an annual review of the effectiveness of the shared mobility program and inform changes to future agreements if necessary.

PROPOSED ACTIONS: Recommend approval of the License Agreement with Spin, or provide staff with further direction.

Riddle introduced the item as written above. The agreement is similar to the 2022 agreement with Bird. Code enforcement will do the impounding. Parker sees the positive and negative aspects. She feels it will be good to try it out and see how it goes. The Committee recommended approval and that it be placed on the Council consent agenda.

5. Proposed Sidewalk Café Standard Amendments (ACTION ITEM) - Bill Belknap

Currently, the City's Sidewalk Café regulations prohibit the service and consumption of liquor within licensed sidewalk cafés unless the establishment is a full-service restaurant. Drinking establishments (such as bars) that are not full-service restaurants are technically allowed to have a sidewalk café so long as liquor is not served or consumed within the sidewalk café area. Due to the challenge presented by policing the consumption of liquor in the sidewalk café areas, the City has historically denied licensing sidewalk cafés to drinking establishments that serve liquor. This has led to a disparity in the allowance of sidewalk cafés downtown. Staff have prepared a proposed ordinance to eliminate the full-service restaurant requirement for liquor service and consumption within the licensed area. The proposed ordinance also includes several other minor amendments to clarify allowed uses within the sidewalk café area and the application and license procedure, specify permitted physical barrier elements, and change violation of the ordinance from a misdemeanor to an infraction for the Council's consideration.

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

Belknap introduced the item as written above. Kelly said Council leadership reviewed this topic and liked the idea. Parker is a little uncomfortable and prefers to not recommend approval. The Committee forwarded the item to the Council regular agenda for discussion.

6. Emergency Radio Equipment Purchase Approval (ACTION ITEM) - Bill Belknap

The City's emergency radio equipment is at its end of life and many of the portable radios can no longer be serviced, and replacement parts are no longer available. The City's Emergency Radio Project will replace all existing portable (hand-held) and mobile (vehicle-mounted) radios as well as replace the existing radio repeater system with a new simulcast system with enhanced radio coverage, as well as encryption for two police channels to protect officer safety during emergency events. The total cost for all radios and accessories is $1,046,977.55. Per the City's adopted purchasing policy, budgeted purchases over $150,000 must be approved by the Council. Staff is requesting the Council's approval to move forward with this purchase.

PROPOSED ACTIONS: Recommend approval of the radio purchase, or provide staff further direction.

Belknap introduced the item as written above. Staff previously anticipated the cost being $3.5 million. The total combined purchase and installation will only be approximately $2.5 million. The purchase is under a state-wide cooperative contract which provided a discount. The Committee recommended approval and that it be placed on the Council consent agenda.

7. Emergency Radio System Installation Agreement (ACTION ITEM) - Bill Belknap

The City’s existing emergency radio system is reaching end of life and service and parts are no longer available. In addition, there are currently several locations within the City where radio coverage is not present and emergency responders are unable to communicate on their radios. The City Council has identified the replacement of the radio system as one of the City’s strategic priorities within the City’s strategic plan. The City recently solicited bids for the replacement of the emergency radio system and received one responsive bid from RACOM Communications for the project. Staff and RACOM representatives have refined the radio system design and have prepared an agreement for the project. The project will include the installation of a five-channel simulcast

VHF radio system with repeaters to be installed on Moscow Mountain, Paradise Ridge, Well #10, City Hall, and the Latah County Courthouse, as well as interconnections with the Whitcom dispatch center. The proposal includes encryption for the Police dispatch and Police tactical channels to improve and enhance officer safety during critical incident response. The total contract cost is $1,110,167.50. The City budgeted $2,307,798 in funding for the project. The combined cost of the radio system and replacement portable and mobile radios is currently estimated at $2,157,145.05, which is $150,652 under the total project budget. Staff is seeking Council's approval of the agreement with RACOM to replace the City's emergency radio system.

PROPOSED ACTIONS: Recommend approval of the Agreement with RACOM in the amount of $1,110,167.50, or provide staff further direction.

Belknap introduced the item as written above. This system upgrade solves the coverage issue for officers so they will not have to switch channels throughout town. It is a five channel system which includes primary police and fire, two tactical channels, and the public works channel. Each path will have a backup microwave connection so that there are two points of redundancy. Staff decided not to include duel band due to cost and coverage, which decreased the total project cost. Latah Sheriff Office their own sites, at least 10-11 around the county and are on their own frequency. The bulk of the cost is the repeaters and all need to be unique. The Committee recommended approval and that it be placed on the Council consent agenda.

ADJOURN

The meeting closed at 4:38 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 26, 2024

AGENDA ITEM TITLE

Moscowberfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Laura Perrigo

RESPONSIBLE STAFF

Laura Perrigo, Administrative Specialist

ADDITIONAL PRESENTER(S)

Jen Pfiffner, Deputy City Supervisor - Recreation, Culture and Employee Services

DESCRIPTION

The Moscow Chamber of Commerce + Visitor Center is hosting their annual Moscowberfest on Saturday, September 28th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This event is now in its fourth year and is stylized in the spirit of fall folk festivals. The applicant anticipates no more than fifteen (15) licensed beer and/or wine vendors, up to fifteen (15) food vendors, and up to fifteen (15) vendors facilitating street games, activities, and competitions such as: face painting, knitting and spinning circle, children's crafts, rubber ninja throwing stars, stein holding, keg lifting, etc. The event has been reviewed and approved as of August 14, 2024.

Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, The Moscow Chamber of Commerce + Visitor Center 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.

REVIEWED BY

PROPOSED ACTIONS

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.

STAFF RECOMMENDATION

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.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2024 - Entertainment District Beer and Wine_ Moscowberfest_20240928_Draft

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND WINE AND EXEMPTION TO THE OPEN CONTAINER PROHIBITION IN THE ENTERTAINMENT DISTRICT UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 10-1-12; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code Title 9, Chapter 6, Section 6-35 and Title 9, Chapter 8, Section 8-17 prohibit any person from selling, serving, giving away, dispensing, consuming or carrying any beer or wine in open containers on or in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, Idaho (hereinafter "City") except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, The Entertainment District is defined in Moscow City Code Title 10, Chapter 1, Section 1-12 as an exemption to the Open Containers Prohibition (hereinafter "The Entertainment District") with Council approval; and

WHEREAS, The Moscow Chamber of Commerce + Visitor Center (hereinafter "the Event Sponsor") desires to have its sponsored event, Moscowberfest (hereinafter "the Permitted Event"), in The Entertainment District (see Attachment "A"); and

WHEREAS, the Permitted Event (see Attachment "B") is an event sponsored by the Event Sponsor, intended to promote family and community fellowship; and

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

WHEREAS, Council wishes to prohibit the sale and consumption of liquor during the Permitted Event; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho that all matters stated above are 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:

SPECIFIC REGULATIONS ON THE SALE AND CONSUMPTION OF BEER AND WINE DURING MOSCOWBERFEST:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is <u>not</u> intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall <u>not</u> establish precedent nor shall it apply to any event other than the Permitted Event held on the 28th day of September, 2024, from 4 p.m. to 8 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendors will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the licensed vendors have current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars ($1,000,000) combined single limits.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars ($1,000,000) combined single limits. City shall be named as an additional insured on the insurance policy of the Event Sponsor. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event.
3. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time they reasonably determine that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or designee to terminate all or part of the Permitted Event.

Vendor:

1. There shall be no more than fifteen (15) licensed vendors selling beer and/or wine at the Permitted Event.
2. All beer and wine shall be sold only by a licensed vendor.

3. Every licensed vendor, shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.
4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the Community Events Division no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell beer and/or wine.
5. The City shall play no role in determining which vendors shall be selected to sell alcoholic beverages during the Permitted Event, unless it is a City sponsored event.
6. The Event Sponsor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed at a central identification checking station where they shall issue one (1) wristband per individual twenty-one (21) years of age or older.
7. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and/or wine is being served during the Permitted Event. The Chief of Police shall make the determination of whether law enforcement officers are required and in the event the Chief of Police approves the use of a private security firm, the Event Sponsor shall obtain written permission for use of said private security firm by the Chief of Police or designee.
8. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendors will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division a finalized site map which shall be drawn to show the location, dimension of, and relative distance between the following within The Entertainment District: (a) the beer and wine sales area; and (b) the boundaries where the beer and wine shall be consumed. Said site design and any subsequent alterations shall be approved in writing by Moscow Deputy City Supervisor – Community Development or designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and wine sales and dispensing shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. The Event Sponsor shall include an identification checking station and its general location on Event Site Map.
4. No person shall be allowed to purchase beer and/or wine other than within the area designated for beer and wine sales and dispensing as shown on the map required by this Resolution and only persons with a designated wristband shall be allowed to purchase, possess, and consume beer and/or wine.
5. All beer and wine shall be dispensed in and consumed from the designated Event container.
6. Every occupant within The Entertainment District shall provide identification to law enforcement officers or City employees at any point in time or location when requested to do so.

7. No person under twenty-one (21) years of age shall be allowed to wear the designated wristband at any time during the Permitted Event.
8. A sign shall be prominently posted at or near the area designated for beer and wine sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.
9. Beer and wine shall be sold only within the designated area in The Entertainment District only between the hours of 4 p.m. and 8 p.m. local time on the 28th day of September 2024, during the Permitted Event.
10. Beer and wine shall be consumed only within The Entertainment District between the hours of 4 p.m. and 8 p.m. local time on the 28th day of September 2024, during the Permitted Event.
11. No person shall carry or consume any alcoholic beverage within The Entertainment District which is not purchased or dispensed from the licensed vendors at the Permitted Event. Consumption of alcohol outside of The Entertainment District, in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, shall be considered a violation of the City's open container ordinance.

Fee:

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

Failure To Comply:

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

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	________	________	________	________
Drew Davis	________	________	________	________
Sandra Kelly	________	________	________	________
Gina Taruscio	________	________	________	________
Julia Parker	________	________	________	________
Bryce Blankenship	________	________	________	________

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this ____ day of __________, 2024.

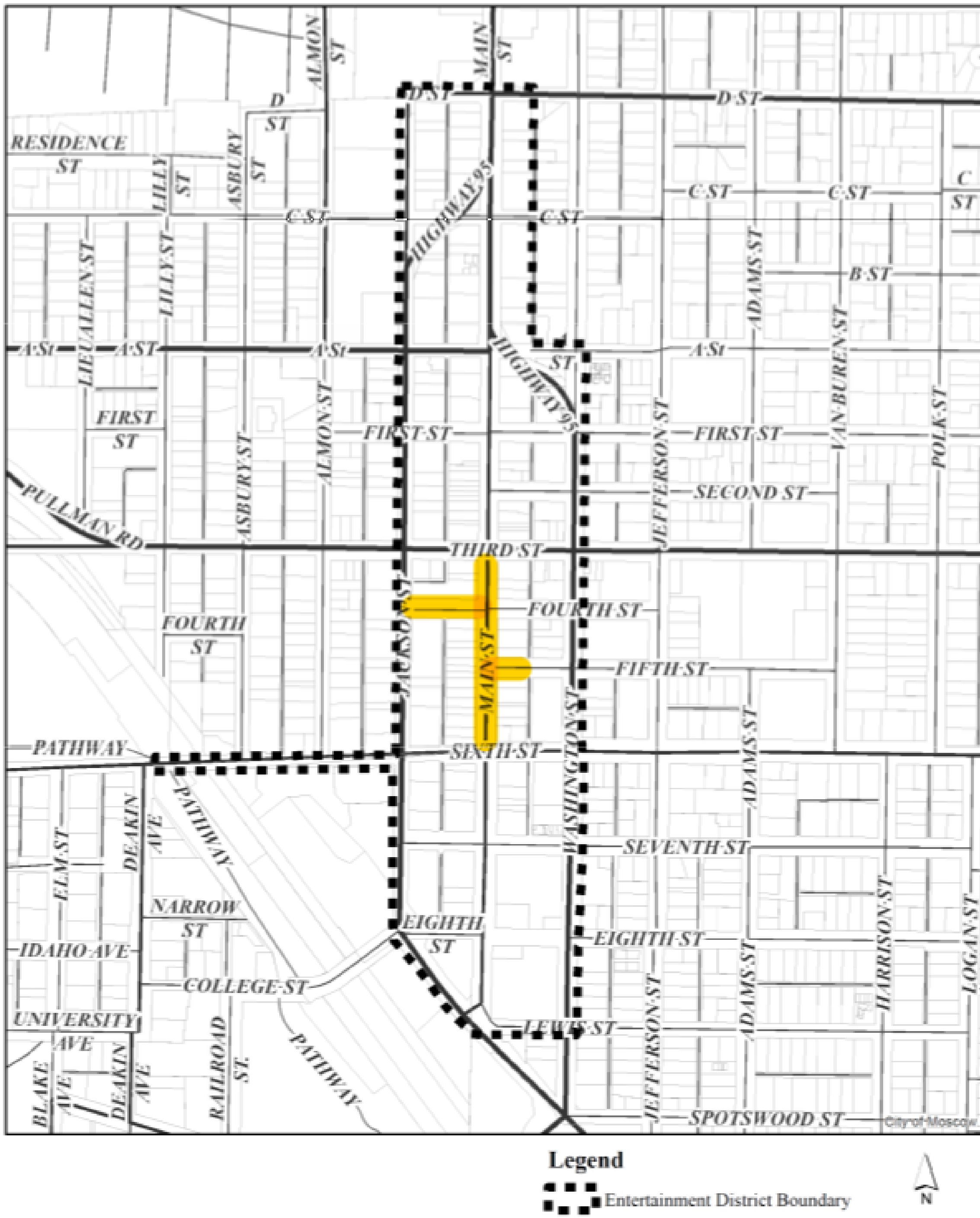
____
Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on __________ ______, 2024 and attest to the Mayor's signature.

____
Laurie M. Hopkins, City Clerk

Attachment "A"

Exhibit 'A' - Entertainment District Boundary



Attachment "B"

City of Moscow Community Events Division
EVENT APPLICATION

Thank you for your interest in organizing/sponsoring an Event in the City of Moscow!
Events by local citizens add to the cultural wealth of our town and may range from fun runs to political marches, neighborhood block parties to street fairs.

Submit completed forms electronically or physically to the Community Events office: communityevents@ci.moscow.id.us or 221 East 2nd Street, Moscow. All applications must be legible.

The City reserves the right to request additional information reasonably necessary to make a fair determination as to issuance of a permit. Permits are issued on a first-come, first-served basis. According to Moscow City Code Title10, Chapter 17, Section 17-4, event applications for regular or recurring events must be submitted at least sixty (60) days and not more than one hundred eighty (180) days before the proposed date of the event. Event applications for single, non-recurring events must be submitted at least ten (10) days and not more than one hundred eighty (180) days before the proposed date of the event.

Events with alcohol are to be submitted at least two (2) months prior to the event date to allow for adequate review and presentation to Administrative Committee and City Council. Administrative Committee meets on the 2nd and 4th Monday of each month and City Council meets on the 1st and 3rd Monday of each month pending no holiday delays or rescheduling of meetings.

1. Name of Event: Moscowberfest
2. Event Date(s): September 28, 2024
3. Event Location: Moscow Main St, 3rd - 6th, and 5th to the alley.
4. Are you requesting a street closure for Event? Yes ◉ No ○

If yes, provide street closure location(s). List cross streets, intersections, building addresses, etc. Include these details on your site map (see item 27.)

3rd St through 6th St, 5th St to the alley between the Co-op and Storm Cellar, and back to Jackson with the first lane of the parking lot by the public bathrooms.

5. Do you require parking restrictions for the Event? Yes ○ No ◉

If yes, list parking restrictions (i.e. no parking on day of event, parking restricted to a particular area, etc.).

No parking in the footprint of the event for the day.

6. Street Closure set-up/Load-in time: 2 PM Event(s) Start time: 4 PM
7. Event(s) End time: 8 PM Street Closure take-down/Load-out time: 10 PM
8. Is this a recurring Event (i.e. every 1st Thurs. or every Sat. May thru Oct.)? Yes ○ No ◉
9. Is this an annual Event? Yes ◉ No ○
10. Are you planning on having refreshments and/or food? Yes ◉ No ○

If yes, describe your waste and recycling plan. Applicants are responsible for removing all waste from their event footprint and disposing of properly, including emptying permanent trash receptacles in the downtown area. Dumpsters located downtown are for private use.

MCOC+VC will be picking up recycle bins from the Moscow Recycling Center, provide extra garbage can for main st, and maintaining city garbage bins.

11. Are you planning on serving alcohol/having alcohol available for purchase at the Event?

Yes (●) **(continue to Q.12)** No ( ) **(skip to Q.14)**

All events with alcohol are required to have a Catering Permit.
This process is to be handled by your licensed alcohol Vendor.
Catering Permit applications are to be submitted to the City Clerk/Deputy City Clerk for approval.

12. Is the Event taking place in the public right-of-way (i.e. sidewalks, streets, etc.) within the City of Moscow Entertainment District? The Entertainment District allows for a temporary suspension of the Open Container law by Resolution of the City Council. See page 6 for a map of the Entertainment District.

Yes (●) **(continue to Q.13)** No ( ) **(skip to item B.)**

13. Are the Event organizers interested in pursuing a temporary suspension of the Open Container law by City Council Resolution?

Yes (●) **(see item A.)** No ( ) **(skip to item B.)**

A. Event organizers pursuing a temporary suspension by City Council Resolution of the Open Container law for their Event within the public right-of-way of the Entertainment District boundaries must satisfy the following conditions with their Event listed below, in addition to any requirements detailed in the Moscow City Code, as set forth by City Council Resolution, and/or Catering Permit:

- ☐ Include an identification checking station and its general location on Event Site Map. Identification checking station shall include a minimum of two (2) persons to check proper identification. These persons shall be clearly identified and be responsible for the issuance of wristbands denoting attendees are of legal drinking age.

- ☐ Submit the Alcohol Use Application and $100 non-refundable fee upon approval of Event.

- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.

- ☐ Post signage and waste receptacles at Event entry and exit points. Signage to clearly state "No Alcohol Permitted Beyond this Area". Additional requirements may be mandated by City Council Resolution.

B. Event organizers requesting for alcohol use for their Event that takes place in the public right-of-way NOT within the Entertainment District boundaries must satisfy the following conditions with their Event, in addition to following any requirements set forth by Resolution and/or Catering Permit. This option is also available to Event organizers who are NOT pursuing a temporary suspension by City Council Resolution of the Open Container law:

- ☐ Include the location and estimated size of the beer garden on Event Site Map. Please note: barricades required for beer gardens are 8' in length.
- ☐ Complete and submit a Barrier Use Contract with this application.
- ☐ Submit the Alcohol Use Application and $100 non-refundable fee upon approval of Event.
- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.

Upon approval from Council, remaining Event fees will be due, and applicant's vendor(s) are required to submit a Catering Permit application to the City Clerk/Deputy City Clerk. Any additional required paperwork outlined by the City Council Resolution and/or this process will also be due upon approval.

14. Are you planning on having a band or music? Yes ◉ No ○

If yes, describe below any recording equipment, sound amplification equipment, etc. Submit a completed **Noise Exemption Permit Request** with this Event application.

Live Band with speakers in Friendship Square area.

15. Approximate number of persons, animals, and/or vehicles comprising the Event, the type(s) of animals and description of vehicles, and approximate number of participants and spectators in viewing attendance:

Estimated 2,000-4,000 People in attendance
Up to 15 Food vendors - serving brats, beer, wine, hotdogs
Up to 15 Alcohol vendors - serving beer, wine, seltzers.
Up to 15 retail or street game vendors - face painting, knitting, spinning circle, crochet and yarn
kids crafts, rubber ninja stars to throw at foam targets, Hammerschlagen, and Steinholding,
strenght competition (keg lifting from NIAC)

16. Do you plan on having banners, signs, or other attention-getting devices in the Event? Yes ◉ No ○

17. Do you plan on using any designated public facilities or infrastructure for the Event? Yes ◉ No ○
If yes, list public facilities or infrastructure (i.e. public restrooms, picnic shelters, stages, etc.).

We are planning to use the city trashcans, public restrooms, Friendship square power, etc.

18. Are you requesting additional City Police services for escort services, traffic, and/or crowd control?
Yes (●) No ( )

If yes, contact City of Moscow Police Department at 208-883-7059 to discuss and see attached Fee Schedule.

19. Please use this area to include more detail or attach additional pages for additional information about Event that is pertinent for us to know.

20. Organization Sponsoring Event: Moscow Chamber of Commerce + Visitor Center
21. Organization Address: 411 S Main St, Moscow, ID 83843
22. Organization Officers/Authorized Representatives: Alys Lease / Sam Martinet
23. Individual Responsible for Event Organization: Alys Lease
24. Individual's Address: 411 S Main St, Moscow, ID 83843
25. Individual's Day, Message, or Cell Phone Number: (208) 301-3881
26. Individual's E-mail: marketing@moscowchamber.com
27. City reserves the right to alter your route if the City determines the proposed route will require significant City services and/or severely limit transit opportunities in high traffic areas. Applicant understands and agrees that the City is reserving that right? If answers no, application may be denied. Yes (●) No ( )
28. **Submit a Site Map with this application.** Event Applications without a Site Map will not be processed. Details on a Site Map may include but are not limited to locations of desired street closures, walking routes, assembly points, start and finish points, locations of food and beverage vendors, stages, service areas, etc. A blank map of downtown Moscow is available on page 7.
29. **Residential Neighborhood Block Parties**: Provide Proof of Insurance (Requirement may be waived at Discretion of City)
30. **All other Event Types (except Public Assembly)**: Provide Proof of Insurance (Required – Certificate of Insurance must include the City of Moscow as an Additional Insured and list $500,000 as the minimum amount of general liability or $1,000,000 if alcohol is included.)

City of Moscow Community Events Division

EVENT APPLICATION

HOLD HARMLESS AGREEMENT:

The applicant/group/organization (hereinafter "SPONSOR"), through its duly and specifically authorized agents, hereby releases City of Moscow, Idaho (hereinafter "CITY") and agrees, contracts and covenants not to bring suit and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives, to which SPONSOR might otherwise be immune, arising from the Community Event, Block Party, Public Assembly, Parade or Sidewalk Walking Parade scheduled to occur as indicated on this application (hereinafter "Event"), including any Street Closure permitted under the terms of CITY's Policy on Street Closure. No SPONSOR shall be required to indemnify or hold harmless CITY for claims, actions and demands that arise out of CITY's sole negligence. Inspection, review and/or acceptance by CITY of any activity performed by or during the Event, or any activity or non-activity by CITY Police Officers or other officers, employees, agents or representatives of CITY, shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY.

SPONSOR acknowledges it will abide by any and all Federal, State, or City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees to comply with any and all Federal, State, or City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event and ensure that all participants comply with said Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees that if CITY determines she/he/they and/or any participant is not in compliance with said Directives and/or Regulations in effect at the time of the Event, CITY reserves the right to revoke the Event permit.

I, SPONSOR, certify under penalty of perjury pursuant to the law of the State of Idaho, that (1) I have read the foregoing Hold Harmless Agreement, understand it and agree with its contents and conditions; (2) I either have had an opportunity to speak with legal counsel or opted not to seek legal counsel prior to either signing this Agreement or electronically signing this Agreement by selecting the box below; and (3) understand that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement. I, SPONSOR, certify under penalty of perjury pursuant the law of the State of Idaho that the foregoing is true and correct and that I have the authority to bind the group or organization, if applicable, to this Agreement.

NAME: ______________________ **DATE:** 08/05/2024

EVENT SPONSOR ELECTRONIC SIGNATURE:

☑ By checking this box as an electronic signature, **I agree, declare, and certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct. I agree to all the terms and conditions** that apply to the Community Event /Residential Neighborhood Block Party/Public Assembly/Street Parade/Sidewalk/Pathway Event, Permitting Process, and Hold Harmless Agreement. **I certify under penalty of perjury pursuant to the law of the State of Idaho that I have authority to bind the group or organization, if applicable, to this Agreement.** I am signing this document utilizing an alternative manner of providing an electric signature through agreeing to and checking the above box and understand this electronic signature is valid and binding upon me to the same force and effect as a handwritten signature.

EVENT SPONSOR NON-ELECTRONIC SIGNATURE: ______________________
(Required only if printing and submitting in person)

The information on this form is Public Record and may be posted to a public website.
Moscow City Code Title 10, Chapter 17 is available from the City Clerk at PO Box 9203, Moscow, ID, 83843, or on the City's web page at https://www.ci.moscow.id.us/393/City-Code.

FOR OFFICE USE ONLY

○ Community Event without alcohol	● Community Event with alcohol	○ Street Parade Event
○ Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)	○ Public Assembly – no fee (march, picket, rally, demonstration, etc.)	○ Residential Neighborhood Block Party Event
Date App Rec'd: 08/6/2024	Fees Due: $294 ($100 alcohol use; $194 street closure)	Fees Paid:

NOISE EXEMPTION PERMIT REQUEST

Moscow City Code 10-11-2

(Please allow at least three business days in which to process this request)

Requested Event Date(s): 09/28/2024 Begin time: 4:00 PM End time: 8:00 PM

Event Location: Moscow Main St - 3rd-6th and 5th to the alley.

Amplified Music (DJ, party, etc.) ☐ No ☒ Yes

Alcoholic Beverages Available ☐ No ☒ Yes - Purchaser: Multiple Vendors
(Marking this box does not mean your request will be denied) (If hosted or catered, name of serving organization)

Live Band Performing ☐ No ☒ Yes - Group: ____________

Describe the event: A Bavarian themed block party - Moscow's own Oktoberfest celebration.

(use back of this form if more space is needed)

Name of requesting person/Group/Organization: Moscow Chamber of Commerce + Visitor Center

Person responsible for Group or Organization: Alys Lease / Sam Martinet

Requesting Person's Address: 411 S Main St., Moscow, ID 83843

Phone Number: (208)301-3881 Email Address: marketing@moscowchamber.com
Daytime phone number is required *Permits will be returned by email unless otherwise requested*

Responsible person available **AT AND DURING** this event: Alys Lease

Cell- or contact-phone during event. (208) 301-3881

Your signature is unconditional acceptance of all terms and conditions. This permit may be modified or revoked by City at any time if permit conditions are violated. Read the following carefully:

The applicant/group/organization hereby agrees to indemnify and hold harmless City of Moscow, Idaho from all claims, actions and demands of any kind whatsoever related to and/or arising out of the activity(ies) specified in this application and does hereby accept all risk and responsibility for any damage(s) stemming from such activity. Every Applicant requesting a noise Exemption Permit shall cooperate with law enforcement by adjusting the noise level in the event of any citizen complaint(s). In the event of non-compliance, law enforcement may revoke this permit. No applicant/group/organization shall be required to indemnify or hold harmless City of Moscow, Idaho for claims, actions and demands that arise out of City's sole negligence.

Requesting Person's Signature: [signature] Date: 08/05/2024

◉ APPROVED ○ DENIED

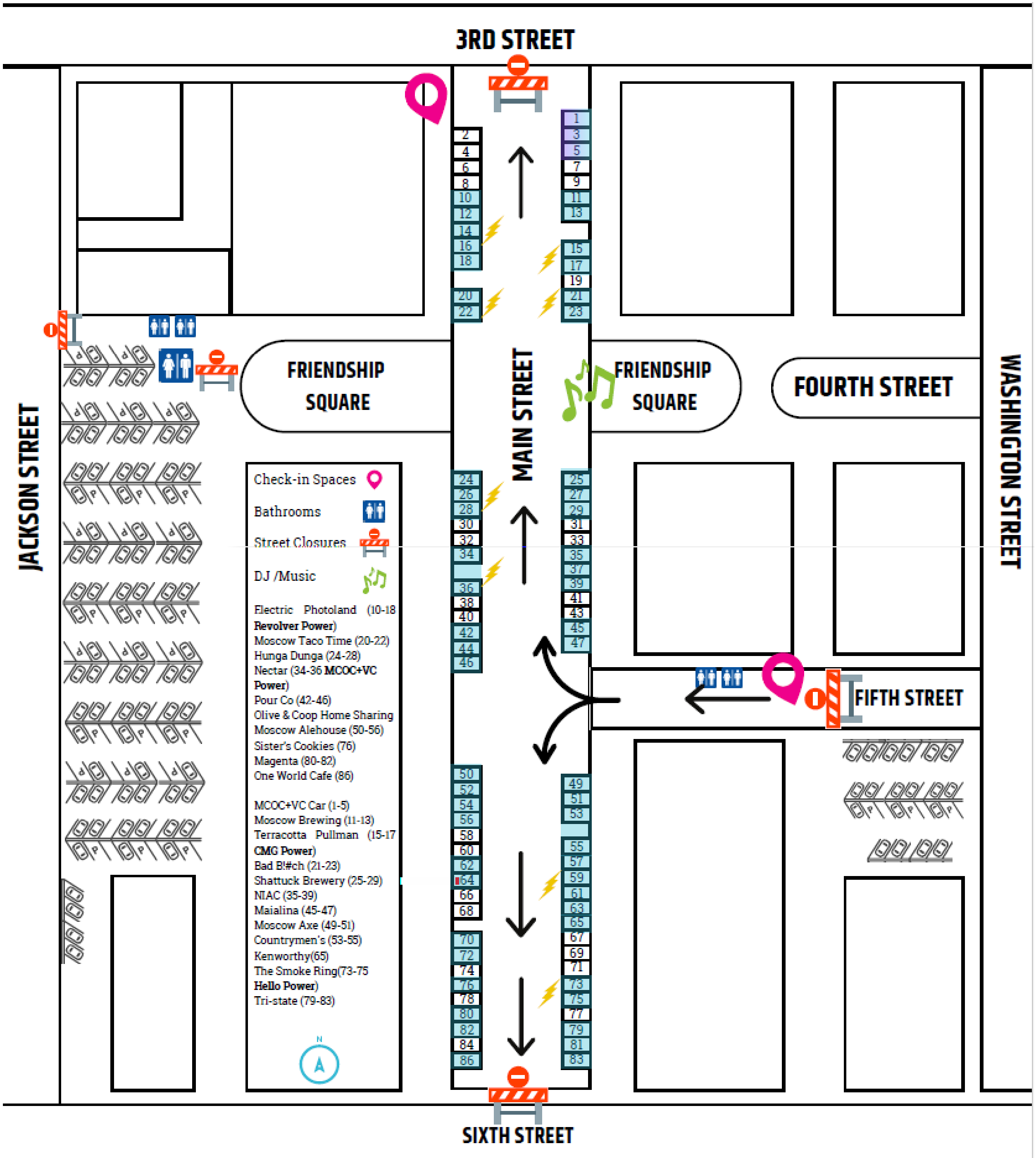
Date permit valid: Sept. 28, 2024 Hours permit valid: 4 pm - 8 pm

Noise level (dba) shall not exceed 85dba at ◉ source at ○ property line

Other Conditions: ____________

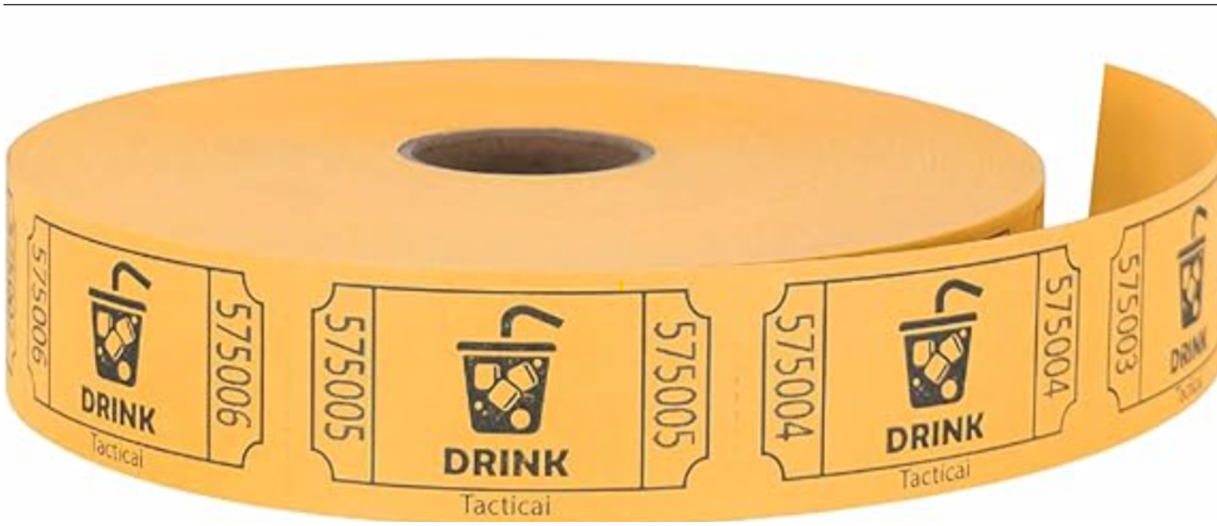
[signature]

Police Chief or Designee (208) 883-7054


3RD STREET
FRIENDSHIP SQUARE
FRIENDSHIP SQUARE
FOURTH STREET
MAIN STREET
JACKSON STREET
WASHINGTON STREET
FIFTH STREET
SIXTH STREET
Check-in Spaces
Bathrooms
Street Closures
DJ /Music
Electric Photoland (10-18 Revolver Power)
Moscow Taco Time (20-22)
Hunga Dunga (24-28)
Nectar (34-36 MCOC+VC Power)
Pour Co (42-46)
Olive & Coop Home Sharing
Moscow Alehouse (50-56)
Sister's Cookies (76)
Magenta (80-82)
One World Cafe (86)
MCOC+VC Car (1-5)
Moscow Brewing (11-13)
Terracotta Pullman (15-17 CMG Power)
Bad B!#ch (21-23)
Shattuck Brewery (25-29)
NIAC (35-39)
Maialina (45-47)
Moscow Axe (49-51)
Countrymen's (53-55)
Kenworthy(65)
The Smoke Ring(73-75 Hello Power)
Tri-state (79-83)
N


Admit One Products


Moscowberfest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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/18/2023

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	
Troy Insurance Agency Inc 1822 18th Ave P.O. Box 796 Lewiston ID 83501	CONTACT NAME: Amanda Nelson PHONE (A/C, No, Ext): (208) 743-3541 FAX (A/C, No): (208) 743-3542 E-MAIL ADDRESS: amtroy@troyins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Insurance Group	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Moscow Chamber of Commerce
411 South Main St
Moscow ID 83843

COVERAGES CERTIFICATE NUMBER: 2024-2025 LIABILITY 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	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER:	Y		NBP1563070	01/30/2024	01/30/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
							Liquor Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY			NBP1563070	01/30/2024	01/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$ Included in CGL
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; X RETENTION $ 0			CUP1567801	01/30/2024	01/30/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF MOSCOW IS LISTED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY REFERENCED ABOVE WHERE REQUIRED BY WRITTEN CONTRACT FOR THE FOLLOWING EVENTS:

MOSCOW WINTERFEST, FEBRUARY 2024
CAMP MOSCOWANNA, JUNE 2024
MOSCOWBERFEST, AUGUST 2024
ALL EVENTS TAKING PLACE IN THE CITY OF MOSCOW, IDAHO 83843.

CERTIFICATE HOLDER

CITY OF MOSCOW
206 E 3RD ST
MOSCOW ID 83843

CANCELLATION

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

Amanda Nelson

Community Events Division Event Application Review

Moscowberfest	Sept. 28, 2024 4 pm-8 pm
Event Name	**Date(s)/Time(s)**

DEPARTMENT/DIVISION DESIGNEE — **EVENT(S) APPROVED/DENIED**

Moscow Police Department — Approve ● Deny

Officer presence required? Yes No ● N/A — ***Officers available?*** Yes ● No N/A

Dan Ellinwood
Dan Ellinwood (Aug 7, 2024 10:20 PDT)

Moscow Volunteer Fire Department — Approve ● Deny

David R. Schott
David R. Schott (Aug 7, 2024 15:46 PDT)

Parks and Recreation Department — Approve ● Deny

Kyle Rainer
Kyle Rainer (Aug 7, 2024 10:45 PDT)

Community Development-Engineering Division — Approve ● Deny

Public Works-Environmental Services Division — Approve ● Deny

Steve Schulte
Steve Schulte (Aug 7, 2024 12:03 PDT)

Public Works-Streets Department — Approve ● Deny

Street closure required? Yes ● No N/A — ***ITD permit required?*** Yes* No ● N/A

**Application will remain pending until ITD grants applicant a permit*

Time of street closure? 2 pm - 10 pm (Start / End) — ***Fees?*** $154.00 (Daytime / Nighttime)

Laura Perrigo (Aug 14, 2024 13:38 PDT)

City Clerk/Deputy City Clerk

City of Moscow Community Events Division

ALCOHOL USE APPLICATION

Required for Events requesting Alcohol Use in the Moscow Downtown Central Business Zoning District or a Moscow Parks Facility.
City Council has the right to deny this application, but applicants may still move forward with their approved Event without alcohol.

Timeline for requesting Alcohol Use:

1. At least two months prior to Event, applicant submits Event Application or Parks Reservation for review.
2. Upon approval of Application or Reservation, applicant submits:
    a. Alcohol Use application
    b. Pays $100 non-refundable Alcohol Use fee
    c. Name(s) of licensed alcohol provider(s)
    d. Events in a Moscow Park Facility also include:
        i. Location of the beer/wine garden during the event with size dimensions, entry and exit points, and serving location. Provide as much detail as possible.
3. Staff drafts a Resolution according to the Event and communicates with applicant on security and insurance requirements.
4. Applicant must be present at Administrative Committee meeting (meetings are held on the 2nd and 4th Mondays of each month pending no holiday delays).
5. Applicant must be present at City Council meeting (meetings are held on the 1st and 3rd of each month pending no holiday delays).
6. Upon approval, applicant pays any remaining fees.

Event Name: Moscowberfest **Event Date(s):** 09/28/2024

Event Location: Moscow Main St, 3rd - 6th, 5th to the alley, and the first row of parking

Event Start time: 4:00 PM **Event End time:** 8:00 PM

Individual responsible per Event Application/Parks Reservation: Alys Lease

By signing this Alcohol Use application, applicant understands that their Event may not have alcohol unless approved by City Council, and that City Council has the right to deny Alcohol Use applications. Applicant also understands that the $100 fee is non-refundable regardless of the decision issued by City Council.

[signature] 08/04/2024

Signature of Individual responsible for Event ***Date***

Date Received: 08/06/2024 Date non-refundable fee paid: 8/16/2024

CITY OF MOSCOW
206 E. THIRD
MOSCOW, ID 83843
208-883-7000

PERMIT NUMBER: CE2024-26
EVENT DATE: Saturday, September 28, 2024
EVENT TIME: 4 pm – 8 pm

THIS IS TO CERTIFY THAT
Moscowberfest 2024
Alys Lease
411 S. Main St.
Moscow, ID 83843

IS HEREBY GRANTED A CITY OF MOSCOW COMMUNITY EVENT PERMIT FOR THE LOCATION NAMED BELOW WITHIN THE CORPORATE LIMITS OF THE CITY OF MOSCOW, IN CONFORMITY WITH THE PROVISIONS OF CHAPTER 17, TITLE 10 OF THE MOSCOW CITY CODE.

PERMIT TYPE: Community Event w/ Alcohol

PERMIT LOCATION: Main St. between 3rd and 6th St., 5th St. to Alley, and the 1st bay of the Jackson St. parking lot.

I,________________________, CERTIFY UNDER PENALTY OF PERJURY PURSUANT TO THE LAWS OF THE STATE OF IDAHO, THAT THE FOREGOING IS TRUE AND CORRECT. I AGREE TO ALL THE TERMS AND CONDITIONS OF MOSCOW CITY CODE TITLE 10, CHAPTER 17 PARADE, PUBLIC ASSEMBLY AND RESOLUTION 2015-05 POLICY AND PROCEDURES FOR RIGHT-OF-WAY PERMITS. DAMAGE TO ANY PUBLIC IMPROVEMENTS ARE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ISSUED THIS_____DAY OF___________________, 2024

____
(SIGNATURE OF LICENSEE) *DATE*

____
(SIGNATURE OF STAFF) *DATE*

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 26, 2024

AGENDA ITEM TITLE

State/Local Agreement for Construction of the Public Avenue Corridor Safety Improvements (ACTION ITEM) - Alisa Anderson / Scott Bontrager

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Scott Bontrager, City Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

In January 2019, City staff submitted a grant application for the Public Avenue Corridor Safety Improvements project under Local Highway Safety Improvement Program (LHSIP). The LHSIP is a federal grant program administered through the Local Highway Technical Assistance Council (LHTAC) on behalf of the Idaho Transportation Department (ITD). The project includes a 1,100-foot-long corridor located on Public Avenue in northeastern Moscow between Polk Street and Lincoln Street. The design is focused on corridor safety and addresses the high rate of injury crashes and fatalities on this section of the roadway. The project includes the installation of a permanent concrete splitter island at the currently skewed intersection of Polk Street and Public Avenue and upgrading the roadway to include full 12-foot vehicle lanes and 5-foot bicycle lanes. The project will also include the installation of 2,200 linear feet of curb, gutter, and a 5-foot sidewalk. These improvements will widen the roadway and eliminate roadside ditches, creating a more navigable corridor for both vehicles and pedestrians/cyclists. These improvements will provide a safer environment and help keep drivers on the road through the installation of curbing and advance warning signs for the curves. The reduction of several roadside hazards to include ditch lines, trees, and utility poles will greatly decrease the risk of injury accidents. Lastly, the installation of larger, retroreflective signs and thermoplastic crosswalk bars will increase stop compliance at intersections.

The City received a notice of award in April 2019 with total project costs estimated to be $880,000 to include grant funds of $815,408 and a local match of 7.34% or $64,592. The project was scheduled for design in 2021 and construction in 2022. In August 2020, the City executed a State/Local Agreement for Project Development and Design. Next, a Local Professional Services Agreement for $96,078 for engineering and design was executed with HMH, LLC, on September 23, 2021, stating the work was to be completed by June 30, 2022. The project design completion was delayed until June 2024 due to many factors including COVID-19 and the need to negotiate and purchase an easement and obtain right-of-way which was not previously anticipated. Upgrades to the project, including a total reconstruction of the entire roadway width versus the prior planned widening improvements, the addition of a new underground storm drain system, and unprecedented post-COVID construction inflation have all increased the cost of construction from what was originally anticipated in 2019.

The new total project costs have now increased to $2,214,482 with a federal grant award of $1,515,400 (68%) and local match of 699,082 (32%) as shown in the attached “Worksheet for State/Local Construction Agreements” noting the grant award was increased by $635,400 and local contribution to $699,082. These cost increases are partially due to easement and right-of-way expenses, rebuilding of the entire roadway width, stormwater installation, and increased construction costs since 2019. The State/Local Agreement and the corresponding Resolution are attached to this report which detail the construction project requirements. The project will be put out to bid during the Fall of 2024 with construction starting in early summer 2025.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the State/Local Agreement and the corresponding Resolution for Construction of the Public Avenue Corridor Safety Improvements Project No. A022(402), Key No. 22402, or provide staff further direction.

STAFF RECOMMENDATION

Approve the State/Local Agreement and the corresponding Resolution for Construction of the Public Avenue Corridor Safety Improvements Project No. A022(402), Key No. 22402.

OTHER RESOURCES

FISCAL IMPACT

Local cash match of $699,082, which is 32% of the total project costs of $2,214,482 with a grant award of $1,515,400 at 68%. Funds for this project are included in the Capital Improvement Plan.

PERSONNEL IMPACT

Engineering, Grants and Finance Divisions

ATTACHMENTS

1. Resolution 2024-__ State-Local Agreement; ITD LHSIP Public_final with attachment

RESOLUTION NO. 2024 – ____

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION OF THE PUBLIC AVENUE CORRIDOR SAFETY IMPROVEMENTS PROJECT; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the City of Moscow (hereinafter "City") submitted an application for funding to the Local Highway Safety Improvement Project (hereinafter "LHSIP") on January 17, 2019, for the Public Avenue Corridor Safety Improvements Project (hereinafter "Project"); and

WHEREAS, the Idaho Transportation Department (hereinafter "ITD") approved the application and has submitted State/Local Agreement (Construction) Project No. A022(402) Public Avenue Corridor Safety Improvements Project, Key No. 22402 (hereinafter "Agreement") for City to accept and sign stating obligations of ITD and City for the construction of the Project; and

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

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

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

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

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

1. That the City of Moscow shall accept and approve the STATE/LOCAL AGREEMENT (CONSTRUCTION) PROJECT NO. A022(402) PUBLIC AVENUE CORRIDOR SAFETY IMPROVEMENTS KEY NO. 22402; and

2. That the Mayor of the City of Moscow is hereby authorized and directed to sign the Agreement on behalf of the City of Moscow and the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City of Moscow on the aforesaid Agreement; and

3. That a true copy of the Agreement referred to herein be attached hereto and made a part thereof (Attachment "A"); and

4. That duly certified copies of this Resolution shall be furnished to the Idaho Transportation Department; and

5. That provisions of this Resolution shall be deemed severable and the invalidity of any provision of this Resolution shall not affect the validity of the remaining provisions; and

6. That this Resolution shall become effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	________	________	________	________
Drew Davis	________	________	________	________
Sandra Kelly	________	________	________	________
Gina Taruscio	________	________	________	________
Julia Parker	________	________	________	________
Bryce Blankenship	________	________	________	________

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this **_____** day of September, 2024.

____
Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on September _____, 2024, and attest to the Mayor's signature.

____
Laurie M. Hopkins, City Clerk

Attachment "A"

STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A022(402)
PUBLIC AVE CORRIDOR SAFETY IMPROVEMENTS
KEY NO. 22402

PARTIES

THIS AGREEMENT is made and entered into this ___________ day of ______________, ______, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT,** hereafter called the State, and the **CITY OF MOSCOW,** acting by and through its MAYOR AND COUNCIL, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested federal participation in the costs of Public Ave Corridor Safety Improvements. which has been designated as Project No. A022(402). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

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

The Parties agree as follows:

SECTION I. GENERAL

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

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

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

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

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

6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated August 12, 2020.

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

SECTION II. That the State shall:

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

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

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

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

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

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

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

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

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

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

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

SECTION III. That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of **SIX HUNDRED NINETY-NINE THOUSAND EIGHTY-TWO DOLLARS ($699,082),** which is the Sponsor's estimated share of the cost for construction plus the Sponsor's local non-participation, plus preliminary engineering, and construction engineering & inspection (CE&I), and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering and the Sponsor's match for the consulting agreement. These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering, inspection and contingencies will be approximately 21.45% of the total construction cost.

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

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

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

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

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

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

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

EXECUTION

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

IDAHO TRANSPORTATION DEPARTMENT

____
Division Administrator

ATTEST: **CITY OF MOSCOW**

_______________________ ___________________________________
City Clerk Mayor

(SEAL)

By regular/special meeting
on ____________________.

wd:22402 SLA CN

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No:	22402
Project No:	A022(402)
Project Name:	Public Ave Corridor Safety Improvements
Sponsor:	City of Moscow, Latah County

Description of work:

To improve safety with upgrades to the roadway which includes installation of approximately 2,200 linear feet of curb, gutter, and 5-foot sidewalk, widening the roadway and eliminating roadside ditches.

Date of State/Local Agreement for Project Development: 8/12/2020

		FEDERAL	LOCAL
TOTAL ESTIMATED COST OF CONSTRUCTION *Includes E&C*	$2,032,507		
APPROVED FORCE ACCOUNT WORK	$0		
PLUS PE BY STATE *(from 2101)*	$4,000		
PLUS PL BY LHTAC *(from 2101)*	$55,000		
PLUS PC *(from PC Agreements)*	$122,975		
MINUS ALL NON-PARTICIPATING			
PARTICIPATING TOTAL	$2,214,482		
MATCH PERCENTAGES		92.66%	7.34%
PERCENTAGE AMOUNTS		$2,051,939.02	$162,542.98
MINUS FEDERAL MAXIMUM		$0	
ADD OVERAGE *(If Any To Local)*		2,051,939	$0
LOCAL SHARE OF CONSTRUCTION AMOUNT			*$162,543*

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING (From above if work by contract)	$548,565
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE *(from PD Agreement)*	$3,000
MINUS APPROVED FORCE ACCOUNT WORK *(From above)*	$0
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL	$9,026

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

CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS	$699,082

Construction Estimate (CN):	$1,665,300.00
Non-Bid Items :	$10,000.00
Contingencies (5.00%):	$83,265.00
Const Engineering (CE&I 13.21%):	$219,986.00
Const Admin (CL 3.00%):	$49,959.00
Const Admin (CE 0.24%):	$3,997.00
TOTAL CN ESTIMATED COST:	**$2,032,507.00**

Program Funds

CE:	$10,000.00
CL:	$54,000.00
CC:	$220,000.00
Contingency:	$83,265.00
CN:	$1,116,735.00

Local Share

CN: $ 548,565.00

CN & CEI OTIS: **$2,032,565.00**

Difference: $58.00

Comments:
Design Agreement Administrator - Brian Wright, P.E.
Resident Engineer - Jayme Coonce, P.E.

PREPARED BY: Craig Herndon & Ryan Rush Date: 8/9/2024

rd 8/06

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF MOSCOW**, hereafter called the **CITY,** for the public Ave Corridor Safety Improvements ; and

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

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

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A022(402) is hereby approved.

2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY.**

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

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Moscow, held on ______________________, _______.

(Seal)

____
City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 26, 2024

AGENDA ITEM TITLE

Idaho Revolving Loan Fund Supplemental Revenue Bond Ordinance (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

In 2014, the City received judicial confirmation that allowed the City to incur debt without voter approval for three water system improvements that were intended to achieve compliance with specific Idaho Department of Environmental Quality (DEQ) water system requirements related to water production capacity and fire flows as an ordinary and necessary expense. Specifically, the City's water production system is required to have adequate water source redundancy to meet the City's domestic demands after the removal of the City's highest-producing well (Well #9). At that time, the City was unable to meet that requirement. Additionally, during the preparation of the City's 2012 Comprehensive Water System Plan, it was discovered that the City's six water pressure booster stations were primarily sized to accommodate domestic demands only and were incapable of delivering the required fire suppression capacities. The correction of these deficiencies was estimated to cost $4.3 Million. After receiving approval of the judicial confirmation, the City applied for and received $4.3M in funding from DEQ's Revolving Loan Fund (RLF) and commenced with the design of the initial phase (Phase 1) of the Subject Improvements which included drilling Well #10 (not including production development) and the construction of three of the six booster stations (Vista, Taylor and White). Upon completion of Phase I of the water system improvements, the initial $4.3 Million in funding was exhausted.

In 2019, the City applied for and received an additional $4.3 Million in RFL funding from the DEQ and entered into a loan agreement with DEQ as approved by Council Resolution 2019-22. All the original identified projects are now complete, and the City is ready to convert the construction funding to permanent bond financing. DEQ will be the sole purchaser of the bonds through the State RLF program. The bonds will have a term of 20 years and an interest rate of 2.25%. The City's bond counsel has prepared a supplemental bond ordinance providing for the sale of the bonds for Council approval.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or take such other action deemed appropriate.

STAFF RECOMMENDATION

Recommend approval of the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Supplemental Ordinance - City of Moscow (IDEQ) (Water Revenue Bond - 2024)
2. Ordinance 2020-04 Master bond ordinance authorizing issuance and sale of water revenue bond
3. Signed Phase II loan offer and Resolution

CITY OF MOSCOW
LATAH COUNTY, IDAHO

SUPPLEMENTAL ORDINANCE NO. 2024-15

A SUPPLEMENTAL ORDINANCE OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S WATER REVENUE BOND, SERIES 2024, IN THE PRINCIPAL AMOUNT OF $4,300,000 TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WATER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2024 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PLEDGING NET REVENUES FOR PAYMENT OF THE SERIES 2024 BOND ON PARITY; FIXING THE FORM AND TERMS OF THE SERIES 2024 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

Approved: September 3, 2024

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SUPPLEMENTAL ORDINANCE NO. 2024-15

A SUPPLEMENTAL ORDINANCE OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S WATER REVENUE BOND, SERIES 2024, IN THE PRINCIPAL AMOUNT OF $4,300,000 TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WATER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2024 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PLEDGING NET REVENUES FOR PAYMENT OF THE SERIES 2024 BOND ON PARITY; FIXING THE FORM AND TERMS OF THE SERIES 2024 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

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

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

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

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

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

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

WHEREAS, on April 20, 2020, the Council adopted Supplemental Ordinance No. 2020-05 (the "***2020 Supplemental Ordinance***"), authorizing issuance and sale of its 2020 Bond;

WHEREAS, on January 28, 2020, the City accepted and entered into a Loan Offer, Acceptance and Agreement for Drinking Water Treatment Design and Construction dated November 1, 2019 (the "2020 IDEQ Loan Agreement") with IDEQ wherein the City agreed to issue and sell a second revenue note or bond in the principal amount of up to $4,300,000 to the IDEQ necessitated by cost overruns on the System improvements;

WHEREAS, the Council has determined to adopt this Supplemental Ordinance No. 2024-15 (this "***2024 Supplemental Ordinance***" and together with the Master Ordinance and the 2020 Supplemental Ordinance, collectively, the "***Bond Ordinance***") to authorize the issuance and sale of a revenue bond in the principal amount of $4,300,000, to finance the acquisition and construction of certain improvements to the City's System, together with costs of issuance of the bond, as more specifically described herein;

WHEREAS, Section 50-1036, Idaho Code, authorizes the negotiated private sale of revenue bonds and pursuant to Section 57-215, Idaho Code, the City's Notice of Negotiated Private Bond Sale was published on August 24, 2024, in *The Moscow-Pullman Daily News*, a newspaper of general distribution in the City;

WHEREAS, the City desires to authorize the issuance of the City's 2024 Bond (as defined below) and confirm the sale thereof to the Purchaser;

WHEREAS, the City desires to provide for the details of the 2024 Bond, the payment thereof, and other matters relating thereto.

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

ARTICLE I

Section 101. Definitions. Except as provided in this Section, all defined terms contained in this 2024 Supplemental Ordinance shall have the same meanings as set forth in the Master Ordinance. As used in this 2024 Supplemental Ordinance, in addition to the terms defined in the WHEREAS clauses of this 2024 Supplemental Ordinance or if the context shall otherwise require, the following terms shall have the following meanings:

Payment Date(s) shall mean interest and principal payment dates on September 5 and March 5 of each year, commencing March 5, 2025, until payment of the 2024 Bond upon maturity or prior redemption thereof.

Project means the acquisition and construction of a new well, well house, booster station, and improvements to the transmission system, and payment of the costs of issuance of the 2024 Bond.

Reserve Account Requirement means the amount of equal to one year's debt service on the 2024 Bond, including principal and interest, as required by the 2020 IDEQ Loan Agreement.

2020 Bond means the City's Wastewater Revenue Bond, Series 2020 issued by the City on May 12, 2020, pursuant to the Act, and as authorized pursuant to Ordinance No. 2020-05 adopted by the Council on April 20, 2020, which bond was issued and sold to IDEQ to finance certain improvements to the System, the payment of which is secured by the City's pledge of Net Revenues.

2020 Supplemental Ordinance means Supplemental Ordinance No. 2020-05 adopted by the Council on April 20, 2020, authorizing the issuance of the 2020 Bond, setting forth certain requirements of the terms of sale of the 2020 Bond, and providing for related matters.

2024 Bond means the City's Water Revenue Bond, Series 2024, in the principal amount of $4,300,000, authorized by this 2024 Supplemental Ordinance pursuant to the Master Ordinance to evidence the loan under the 2020 IDEQ Loan Agreement.

The terms **"hereby,"** "**hereof," "hereto," "herein," "hereunder,"** and any similar terms as used in this 2024 Supplemental Ordinance refer to this 2024 Supplemental Ordinance.

ARTICLE II

Section 201. <u>Authority for Supplemental Ordinance</u>. This 2024 Supplemental Ordinance is adopted pursuant to the provisions of the Act and the Master Ordinance.

Section 202. <u>Finding and Purpose</u>. The Council hereby finds, determines and declares it advisable and in the interests of the City to issue a revenue bond under the Master Ordinance for the purpose of acquiring and constructing a portion of the Project. In compliance with the Master Ordinance, the 2024 Bond is hereby authorized to be issued and sold to the Purchaser in exchange for the loan under the 2020 IDEQ Loan Agreement to provide funds with which to finance the Project.

Section 203. <u>Authorization of 2024 Bond, Principal Amount, Designation; Confirmation of Net Revenues</u>. In accordance with and subject to the terms, conditions and limitations established by the Act, and contained in the Master Ordinance and this 2024 Supplemental Ordinance, a water revenue bond of the City is hereby authorized to be issued in the aggregate principal amount of $4,300,000. Such 2024 Bond shall be designated the City's

"Water Revenue Bond, Series 2024." The 2024 Bond is secured by the pledge of the Net Revenues under Section 7(d) of the Master Ordinance equally and ratably with all Parity Bonds issued under the Master Ordinance, which pledge is hereby confirmed.

Section 204. Issue Date. The 2024 Bond shall be dated as of the date of its delivery.

Section 205. 2024 Bond Details. The 2024 Bond shall be issued in fully registered form only, without coupons, in a single denomination of $4,300,000 in substantially the form attached as Exhibit A hereto. The 2024 Bond shall bear interest on the unpaid principal balance at the rate of two and twenty-five hundredths percent (2.25%) per annum, calculated on the basis of a 360-day year and twelve 30-day months, from the date of the first draw under the 2020 IDEQ Loan Agreement, or the most recent date to which interest has been paid. Amortized installments of principal and interest thereon shall be payable on the Payment Dates until maturity on September 5, 2044, or prior redemption thereof pursuant to the amortization schedule provided by the Purchaser and attached to the 2024 Bond as Schedule 1. The final installment of principal and interest may be in such greater or lesser amount as is necessary to fully pay the 2024 Bond on the date of maturity thereof or date of redemption prior to maturity.

Section 206. Optional Redemption. The 2024 Bond shall be subject to redemption prior to maturity in whole or in part on any date, at par, in such amount as available in the Bond Fund to pay the same over and above amounts to pay principal and interest due on the next Payment Date for the Series 2024 Bond.

Section 207. Sale of 2024 Bond; Approval of 2020 IDEQ Loan Agreement. The 2024 Bond herein authorized, when executed, shall be issued to the Purchaser or its lawful designee(s), at an aggregate purchase price equal to the par amount of the 2024 Bond, $4,300,000, pursuant to the terms and conditions set forth in the 2020 IDEQ Loan Agreement. The City hereby acknowledges that prior to the issuance of the 2024 Bond it will have received from the Purchaser the amount of $4,300,000, representing the aggregate amount of the draws received by the City under the 2020 IDEQ Loan Agreement including capitalized interest.

The sale of the 2024 Bond herein authorized to the Purchaser is hereby ratified and confirmed upon the terms and conditions set forth in the 2020 IDEQ Loan Agreement. The Council hereby determines that the provisions of the 2020 IDEQ Loan Agreement are in compliance with the Act, and the prior execution and delivery of the 2020 IDEQ Loan Agreement by the City is hereby ratified. Authorized officials of the City are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the 2020 IDEQ Loan Agreement and to carry the same into effect.

Section 208. Execution of 2024 Bond. The 2024 Bond shall be executed on behalf of the City by the Mayor and Treasurer of the City and attested to by the City Clerk, and the corporate seal of the City shall be impressed or printed thereon, if any. The certificate of the Treasurer of the City attached to the 2024 Bond shall be signed by the Treasurer of the City, with the seal of the City impressed or printed thereon, if any. The said officials and each of them are hereby authorized and instructed to execute the 2024 Bond accordingly.

Section 209. Registration of 2024 Bond. The Treasurer of the City shall act as Bond Registrar with respect to the 2024 Bond and shall keep, or cause to be kept the Bond Register to record the registration and transfer of the 2024 Bond, which shall be open to inspection by the City. The 2024 Bond is not issued as a book-entry-only bond under The Depository Trust Company.

ARTICLE III

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

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

(i) 2024 Debt Service Account, a subaccount under the Bond Fund created under the Master Ordinance, to be held by the City for payment of principal and interest of the 2024 Bond;

(ii) 2024 Reserve Account, a subaccount under the Reserve Account established under the Bond Fund created under the Master Ordinance, to be held by the City for deposit of the Reserve Account Requirement, as required by the 2020 IDEQ Loan Agreement.

(b) There shall be deposited into the 2024 Debt Service Account funds as the City shall designate as irrevocably available to pay principal and interest on the 2024 Bond. The City shall make disbursements from the 2024 Debt Service Account in accordance with Section 401 below and pursuant to the 2020 IDEQ Loan Agreement.

(c) There shall be deposited into the 2024 Reserve Account the amount to satisfy the Reserve Account Requirement pursuant to the 2020 IDEQ Loan Agreement, to be funded by the City in ten (10) equal annual installments, the first installment to be deposited on the first principal Payment Date under the 2024 Bond. Once fully funded and for so long as the 2024 Bond remains outstanding, the City covenants to maintain the amount in the 2024 Reserve Account in the amount of the Reserve Account Requirement, except for withdrawals authorized therefrom pursuant to the provisions of the Master Ordinance.

Section 302. Delivery of 2024 Bond. As provided in the Master Ordinance and upon compliance with the provisions of the 2020 IDEQ Loan Agreement, the Treasurer/Finance Director or other authorized official of the City is hereby instructed to make delivery of the 2024 Bond to the Purchaser.

ARTICLE IV

Section 401. Pledge of Net Revenues. The City covenants and agrees that to pay the principal of and interest on the 2024 Bond falling due to and including September 5, 2044, the City shall appropriate from the Revenue Fund such amounts sufficient, together with funds then on deposit in the 2024 Debt Service Account, to satisfy the principal and interest installments on the 2024 Bond.

The Net Revenues of the City are hereby pledged for the prompt payment of the principal and interest installments on the 2024 Bond on the Payment Dates thereof on parity with outstanding Parity Bonds, pursuant to the amortization schedule provided by the Purchaser, which is attached as Schedule 1 to the 2024 Bond.

ARTICLE V

Section 501. Tax Certificate. Upon issuance of the 2024 Bond, a Tax Certificate, in form acceptable to the City's bond counsel, with such insertions and changes therein as shall be approved by the Mayor or Treasurer/Finance Director of the City or such other appropriate officials of the City, is hereby authorized and approved. Such approval of said officials of the City shall be conclusively established by their execution of the Tax Certificate in its final form.

Section 502. Effect of Supplemental Ordinance. To the extent that this 2024 Supplemental Ordinance amends or supplements the Bond Ordinance, the Bond Ordinance shall be treated as so amended or supplemented.

Section 503. Ratification. All proceedings, resolutions, ordinances, and actions of the Council, the City, and their officers, agents and employees taken in connection with the authorization, sale and issuance of the 2024 Bond are hereby in all respects ratified, confirmed and approved.

Section 504. Severability. It is hereby declared that all parts of this 2024 Supplemental Ordinance are severable, and if any section, paragraph, clause or provision of this 2024 Supplemental Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this 2024 Supplemental Ordinance.

Section 505. Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this 2024 Supplemental Ordinance are, to the extent of such conflict, hereby repealed.

Section 506. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this 2024 Supplemental Ordinance.

Section 507. Savings Clause.. Except as amended by this 2024 Supplemental Ordinance, the Bond Ordinance shall remain in full force and effect.

Section 508. Effective Date. This 2024 Supplemental Ordinance shall take effect from and after its passage and publication of the summary substantially in the form attached hereto as Exhibit B, in the manner as required by law.

ADOPTED by the City Council of the City of Moscow, Latah County, Idaho, at a regular meeting thereof held this 3rd day of September, 2024.

CITY OF MOSCOW, LATAH COUNTY, IDAHO

____
Mayor

ATTEST:

____
City Clerk

EXHIBIT A
FORM OF BOND

UNITED STATES OF AMERICA

No. R-1 **$4,300,000.00**

STATE OF IDAHO
CITY OF MOSCOW, LATAH COUNTY

WATER REVENUE BOND, SERIES 2024

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP NO: ___
2.25%	**09/05/2044**	**09/05/2024**	**N/A**

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

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

The City of Moscow, Latah County, Idaho, a body politic and corporate organized and existing under and by virtue of the laws of the State of Idaho (herein called the "City") hereby acknowledges itself to owe and for value received promises to pay, but only from the sources and as hereinafter provided, to the Registered Owner identified above, or registered assigns, the above Principal Amount pursuant to the State of Idaho Department of Environmental Quality Loan Offer, Acceptance and Agreement for Drinking Water Treatment Design and Construction executed by the Idaho Department of Environmental Quality (the "IDEQ") on November 1, 2019, and accepted by the City on January 28, 2020 (the "2020 IDEQ Loan Agreement"), plus interest accruing on the outstanding principal at the above Interest Rate per annum on the basis of a 360-day year and twelve 30-day months. Payments of principal and accrued interest hereon are payable pursuant to Schedule 1 attached hereto, payable semiannually on September 5 and March 5 of each year, commencing March 5, 2025, based on the outstanding principal under this Water Revenue Bond, Series 2024 (this "Bond"), amortized over twenty (20), with the final payment of the outstanding principal and accrued interest thereon due and payable on the Maturity Date above.

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

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

This Bond is issued for the purpose of financing a portion of the Cost of Acquisition of certain improvements (the “Project”) to the City’s domestic water system (the “System”), pursuant to the Revenue Bond Act of the State of Idaho, being Sections 50-1027 to 50-1042, inclusive, Idaho Code, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2, and as authorized by the judicial confirmation of the Project, and pursuant to the City’s Master Bond Ordinance (Water System) No. 2020-04 adopted April 20, 2020 (the “Master Ordinance”), as supplemented by the City’s Supplemental Ordinance No. 2020-05 adopted April 20, 2020 (the “2020 Supplemental Ordinance) and the City’s Supplemental Ordinance No. 2024-15 adopted September 3, 2024 (the “2024 Supplemental Ordinance,” and together with the 2020 Supplemental Ordinance and the Master Ordinance, the “Bond Ordinance”). *Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in the Bond Ordinance and the 2024 Supplemental Ordinance.*

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

This Bond is payable solely from the special fund of the City defined as the “Bond Fund” under the Bond Ordinance, and the 2024 Debt Service Account created thereunder. The City has irrevocably obligated and bound itself to pay into the Bond Fund out of the Revenue of the System or from such other moneys as may be provided therefor certain amounts necessary to pay and secure the payment of the principal and interest on this Bond on parity with all bonds issued under the Bond Ordinance payable from the Revenue of the System (the “Parity Bonds”). This Bond is not a general obligation of the City. The City hereby covenants and agrees with the owner of this Bond that it will keep and perform all the covenants of this Bond and of the Bond Ordinance to be by it kept and performed, and reference is hereby made to the Bond Ordinance for a complete statement of such covenants.

The City does hereby pledge and bind itself to set aside from the Revenue Fund out of the Net Revenues of the System and to pay into the 2024 Debt Service Account and 2024 Reserve Account under the Bond Fund the amount of Net Revenues required by the Bond Ordinance and 2020 IDEQ Loan Agreement to be paid into and maintained in such fund and accounts, all within the times provided by the Bond Ordinance and the 2020 IDEQ Loan Agreement. To the extent more particularly provided by the Bond Ordinance, the amounts so pledged to be paid from the Revenue Fund out of the Net Revenues of the System into the Bond Fund shall be a lien and prior first charge thereon, equal in rank to the lien and charge of Parity Bonds, and the amounts required to pay and secure the payment of Additional Bonds (as defined in the Bond Ordinance) of the City hereafter issued on a parity of lien with the Parity Bonds, including this Bond, and superior to all other liens and charges of any kind or nature, except the Operation and Maintenance Expenses of the System.

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

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

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

IN WITNESS WHEREOF, the City of Moscow, Latah County, Idaho, has caused this Bond to be signed with the facsimile or manual signatures of the Mayor and the City Treasurer, and to be attested by the facsimile or manual signature of the City Clerk, all as of this 5th day of September, 2024.

CITY OF MOSCOW, LATAH COUNTY, IDAHO

By: ______________________________
Mayor

By: ______________________________
City Treasurer

ATTEST:

____
Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: September 5, 2024

This Bond is the Water Revenue Bond, Series 2024, of the City of Moscow, Latah County, Idaho, in the principal amount of $4,300,000, dated September 5, 2024, as described in the within-mentioned Bond Ordinance**.**

___________________________________,
Registrar

ASSIGNMENT

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

Name of Transferee: ____

Address: ____
____

Tax Identification No.: ____

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

Dated: ______________________

____
Registered Owner

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

SIGNATURE GUARANTEED:

____

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

******

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

STATE OF IDAHO)
) ss.
County of Latah)

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

WITNESS my hand this 5th day of September, 2024.

____
Treasurer

EXHIBIT A - 6

Schedule 1 - Debt Service Schedule

City of Moscow, Latah County, Idaho
Water Revenue Bond, Series 2024

AMORTIZATION SCHEDULE

LOAN NUMBER: MOSCOW14 NAME: CITY OF MOSCOW LOAN #DW1406F
PMT FREQ: 2 YEAR: Y
ORIG-LOAN-DATE: 09-05-24
NEXT-PMT-DATE: 03-05-25
PMT-TYPE: B
CUR-BALANCE: 4,300,000.00
INTR RATE: 2.2500
NO OF PMTS: 40
PMT AMOUNT: 134,099.70

NO.	PMT-DATE	DAYS	AMOUNT	INTEREST	PRINCIPAL	BALANCE
001	03-05-25	181	134,099.70	47,977.40	86,122.30	4,213,877.70
002	09-05-25	184	134,099.70	47,795.76	86,303.94	4,127,573.76
		365	268,199.40	95,773.16	172,426.24	
003	03-05-26	181	134,099.70	46,053.55	88,046.15	4,039,527.61
004	09-05-26	184	134,099.70	45,818.20	88,281.50	3,951,246.11
		365	268,199.40	91,871.75	176,327.65	
005	03-05-27	181	134,099.70	44,086.16	90,013.54	3,861,232.57
006	09-05-27	184	134,099.70	43,795.90	90,303.80	3,770,928.77
		365	268,199.40	87,882.06	180,317.34	
007	03-05-28	182	134,099.70	42,306.72	91,792.98	3,679,135.79
008	09-05-28	184	134,099.70	41,730.47	92,369.23	3,586,766.56
		366	268,199.40	84,037.19	184,162.21	
009	03-05-29	181	134,099.70	40,019.47	94,080.23	3,492,686.33
010	09-05-29	184	134,099.70	39,615.68	94,484.02	3,398,202.31
		365	268,199.40	79,635.15	188,564.25	
011	03-05-30	181	134,099.70	37,915.56	96,184.14	3,302,018.17
012	09-05-30	184	134,099.70	37,453.03	96,646.67	3,205,371.50
		365	268,199.40	75,368.59	192,830.81	
013	03-05-31	181	134,099.70	35,764.04	98,335.66	3,107,035.84
014	09-05-31	184	134,099.70	35,241.45	98,858.25	3,008,177.59
		365	268,199.40	71,005.49	197,193.91	
015	03-05-32	182	134,099.70	33,749.28	100,350.42	2,907,827.17
016	09-05-32	184	134,099.70	32,981.93	101,117.77	2,806,709.40
		366	268,199.40	66,731.21	201,468.19	
017	03-05-33	181	134,099.70	31,315.96	102,783.74	2,703,925.66
018	09-05-33	184	134,099.70	30,669.18	103,430.52	2,600,495.14

NO.	PMT-DATE	DAYS	AMOUNT	INTEREST	PRINCIPAL	BALANCE
		365	268,199.40	61,985.14	206,214.26	
019	03-05-34	181	134,099.70	29,015.11	105,084.59	2,495,410.55
020	09-05-34	184	134,099.70	28,304.11	105,795.59	2,389,614.96
		365	268,199.40	57,319.22	210,880.18	
021	03-05-35	181	134,099.70	26,662.21	107,437.49	2,282,177.47
022	09-05-35	184	134,099.70	25,885.52	108,214.18	2,173,963.29
		365	268,199.40	52,547.73	215,651.67	
023	03-05-36	182	134,099.70	24,390.08	109,709.62	2,064,253.67
024	09-05-36	184	134,099.70	23,413.73	110,685.97	1,953,567.70
		366	268,199.40	47,803.81	220,395.59	
025	03-05-37	181	134,099.70	21,797.00	112,302.70	1,841,265.00
026	09-05-37	184	134,099.70	20,884.49	113,215.21	1,728,049.79
		365	268,199.40	42,681.49	225,517.91	
027	03-05-38	181	134,099.70	19,280.77	114,818.93	1,613,230.86
028	09-05-38	184	134,099.70	18,298.02	115,801.68	1,497,429.18
		365	268,199.40	37,578.79	230,620.61	
029	03-05-39	181	134,099.70	16,707.62	117,392.08	1,380,037.10
030	09-05-39	184	134,099.70	15,653.02	118,446.68	1,261,590.42
		365	268,199.40	32,360.64	235,838.76	
031	03-05-40	182	134,099.70	14,154.01	119,945.69	1,141,644.73
032	09-05-40	184	134,099.70	12,949.07	121,150.63	1,020,494.10
		366	268,199.40	27,103.08	241,096.32	
033	03-05-41	181	134,099.70	11,386.20	122,713.50	897,780.60
034	09-05-41	184	134,099.70	10,183.05	123,916.65	773,863.95
		365	268,199.40	21,569.25	246,630.15	
035	03-05-42	181	134,099.70	8,634.41	125,465.29	648,398.66
036	09-05-42	184	134,099.70	7,354.44	126,745.26	521,653.40
		365	268,199.40	15,988.85	252,210.55	
037	03-05-43	181	134,099.70	5,820.37	128,279.33	393,374.07
038	09-05-43	184	134,099.70	4,461.83	129,637.87	263,736.20
		365	268,199.40	10,282.20	257,917.20	
039	03-05-44	182	134,099.70	2,958.90	131,140.80	132,595.40
040	09-05-44	184	134,099.36	1,503.96	132,595.40	

NO.	PMT-DATE	DAYS	AMOUNT	INTEREST	PRINCIPAL	BALANCE
		366	268,199.06	4,462.86	263,736.20	
		7305	5,363,987.66	1,063,987.66	4,300,000.00	

State of Idaho DEQ
Loan Ledger Report thru 9/5/2024

DW1406F - CITY OF MOSCOW
Loan Inception Date: 1/28/2020
Original Loan Amount: $4,300,000.00

Current Balance: $4,085,000.00
Maturity Date:
Loan Status: DISB

Transaction Date	Transaction Type	Description/ Warrant #	Disbursement Amount	Principal Forgiveness	Grant Amount	Day Count	Percent Rate	Accrued Interest	Payment Amount	Principal Change	Interest Paid	Ending Balance
9/8/2023	Disb # 1	260118074	4,085,000.00	0.00	0.00	0	2.25	0.00	0.00	4,085,000.00	0.00	4,085,000.00
		Total Disbursed/Accrued/Paid	**4,085,000.00**	**0.00**	**0.00**			**0.00**	**0.00**	**4,085,000.00**	**0.00**	
			Accrued from 9/8/2023 - 9/5/2024			**363**	**2.25**	**91,408.87**				
			Total Accrual through 9/5/2024					**91,408.87**				

EXHIBIT B

CITY OF MOSCOW
LATAH COUNTY, IDAHO

Summary of Supplemental Ordinance No. 2024-15, passed September 3, 2024

A SUPPLEMENTAL ORDINANCE OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S WATER REVENUE BOND, SERIES 2024, IN THE PRINCIPAL AMOUNT OF $4,300,000 TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WATER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2024 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PLEDGING NET REVENUES FOR PAYMENT OF THE SERIES 2024 BOND ON PARITY; FIXING THE FORM AND TERMS OF THE SERIES 2024 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

Section 101 (Definitions) defines certain capitalized terms used in the 2024 Supplemental Ordinance, and incorporates defined terms in the Master Bond Ordinance (Water System) No. 14-0723-1 (the "Master Ordinance").

Section 201 (Authority for Supplemental Ordinance) provides that the 2024 Supplemental Ordinance is adopted pursuant to the provisions of the Revenue Bond Act, Idaho Code Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2 (collectively, the "Act"), and the Master Ordinance.

Section 202 (Finding and Purpose) provides findings and determinations required to finance certain improvements to the Water System (the "Project") of the City of Moscow, Latah County, Idaho (the "City") with proceeds of the issuance and sale of the City's Water Revenue Bond, Series 2024 (the "2024 Bond") pursuant to the Master Ordinance and 2020 IDEQ Loan Agreement with the Idaho Department of Environmental Quality.

Section 203 (Authorization of 2024 Bond, Principal Amount, Designation; Confirmation of Net Revenues) authorizes the 2024 Bond in the principal amount of $4,300,000; provides the designation of the 2024 Bond, and security of payment thereof from Net Revenues.

Section 204 (Issue Date) provides that the issue date shall be the date of delivery of the 2024 Bond.

Section 205 (2024 Bond Details) provides that the 2024 Bond shall be issued in a single denomination and shall bear interest and be payable pursuant to the 2020 IDEQ Loan Agreement and form of the 2024 Bond as set forth in Exhibit A to the 2024 Supplemental Ordinance.

Section 206 (Optional Redemption) provides that the 2024 Bond is subject to redemption prior to maturity in whole or in part at par on any date.

Section 207 (Sale of 2024 Bond, Approval of 2020 IDEQ Loan Agreement) provides for issuance and sale of the 2024 Bond to the Purchaser pursuant to the 2020 IDEQ Loan Agreement.

Section 208 (Execution of 2024 Bond) provides for the manner of execution of the 2024 Bond.

Section 209 (Registration of 2024 Bond) provides that the Treasurer of the City shall act as Bond Registrar for the 2024 Bond.

Section 301 (Creation of Accounts and/or Subaccounts under Funds) creates the following: 2024 Debt Service Account under the Bond Fund for payment of debt service on the 2024 Bond; 2024 Reserve Account under the Bond Fund to secure payment of the 2024 Bond.

Section 302 (Delivery of 2024 Bond) authorizes delivery of the 2024 Bond to the Purchaser pursuant to the 2020 IDEQ Loan Agreement in exchange for prior draws received by the City together with capitalized interest aggregating $4,300,000, the principal amount of the 2024 Bond.

Section 401 (Pledge of Net Revenues) provides for pledge of Net Revenues of the City to pay debt service on the 2024 Bond on parity with outstanding Parity Bonds under the Master Ordinance.

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

Section 502 (Effect of Supplemental Ordinance) provides that the Bond Ordinance is amended and supplemented as provided by the 2024 Supplemental Ordinance.

Section 503 (Ratification) ratifies, confirms and approves all proceedings, resolutions, and ordinances in connection with the sale and issuance of the 2024 Bond.

Section 504 (Severability) provides that other covenants and agreements in the 2024 Supplemental Ordinance are not affected if one is made invalid.

Section 505 (Conflict) repeals all resolutions, orders and regulations or parts thereof conflicting with the 2024 Supplemental Ordinance.

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

Section 507 (Savings Clause) provides that except as amended by the 2024 Supplemental Ordinance, the Bond Ordinance shall remain in full force and effect.

Section 508 (Effective Date) provides that the 2024 Supplemental Ordinance shall take effect from and after its passage and publication of this summary as required by law.

Exhibit A: Sets forth the form of the 2024 Bond.

Exhibit B: Sets forth this summary for publication.

The full text of Supplemental Ordinance No. 2024-15 is available at the office of the City Clerk of the City of Moscow, Idaho, and will be provided to any citizen upon personal request during normal business hours.

Approved this 3rd day of September, 2024.

CITY OF MOSCOW, LATAH COUNTY, IDAHO

____
Mayor

ATTEST:

____
City Clerk

CERTIFICATION OF COUNSEL

I, the undersigned, attorney for the City of Moscow, Idaho, hereby certify that I have read the attached Summary of Supplemental Ordinance No. 2024-15 of the City, and that the same is true and complete and provides adequate notice to the public of the contents of said ordinance.

Dated as of this ____ day of September, 2024.

By: ________________________________
City Attorney

CERTIFICATE OF THE CLERK

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

I HEREBY CERTIFY:

1. That the attached Supplemental Ordinance is a true and correct copy of Supplemental Ordinance No. 2024-15 of the City (the "2024 Supplemental Ordinance"), as finally passed at a regular meeting of the City Council held on the 3rd day of September, 2024, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the 2024 Supplemental Ordinance; that all other requirements and proceedings incident to the proper passage of the 2024 Supplemental Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd of September, 2024.

____
Clerk

CITY OF MOSCOW
LATAH COUNTY, IDAHO

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

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

Approved: April 20, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) 125% of Maximum Annual Debt Service for all Parity Bonds; and

(b) 100% of Maximum Annual Debt Service for all subordinate lien evidences of indebtedness secured by Revenue of the System.

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

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

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

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

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

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

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

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

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

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

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

Commission means the Securities and Exchange Commission.

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

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

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

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

(4) The costs of contingencies;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEC means the Securities and Exchange Commission.

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

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

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

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

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

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

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

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

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

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

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

Section 3. Registration, Exchange and Payments.

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

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

(c) *DTC Acceptance/Letter of Representations*. If required by the respective Supplemental Ordinance, Bonds may be held in fully immobilized form by DTC acting as depository. In the written acceptance of the Bond Registrar, the Bond Registrar shall agree to take all action necessary for all representations of the City in the Letter of Representations with respect to the Bond Registrar to be complied with at all times. The City's Letter of Representations is for the purpose of effectuating the book-entry-only system and shall not be deemed to amend, supersede or supplement the terms of this Ordinance, which terms are intended to be complete without reference to the Letter of Representations.

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

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

(e) *Use of Depository.*

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

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

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

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

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

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

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

In the event that the Bonds are no longer in fully immobilized form, or are initially issued outside of the DTC book-entry system, interest on the Bonds shall be paid by check or draft mailed to the Registered Owners of the Bonds at the addresses for such Registered Owners appearing on the Bond Register on the Record Date. Principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Bond Registrar.

Section 4. Redemption and Purchase.

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

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

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

(d) Notice of Redemption.

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

(A) the redemption date;

(B) the redemption price;

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

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

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

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

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

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

(4) CUSIP Numbers. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number, if any, identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(5) Amendment of Notice Provisions. The foregoing notice provisions of this Section, including but not limited to the information to be included in redemption notices and the

persons designated to receive notices, may be amended, by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

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

(a) Bond Fund, held by the City, consisting of the Debt Service Account and any and all Reserve Accounts;

(b) Revenue Fund, held by the City;

(c) Project Fund, and any subaccounts thereunder, held by the City; and

(d) Rebate Fund, held by the City.

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

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

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

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

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

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

Fourth, to make all payments required to be made into any Reserve Account created to secure payment of debt service on any series of Parity Bonds, including reimbursements to the issuer of a Qualified Letter of Credit or Qualified Insurance if a Qualified Letter of Credit or Qualified Insurance has been issued to fund the Reserve Account Requirement for any series of Parity Bonds and the Supplemental Ordinance authorizing such Parity Bonds provides for such reimbursement;

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

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

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

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

Said accounts are more particularly described as follows:

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

(b) Reserve Account(s). If provided in a Supplemental Ordinance authorizing an issue of Bonds, the City shall maintain a Reserve Account as required by the Supplemental Ordinance for the purpose of securing the payment of the principal of and interest on such issue of Bonds. The City will covenant and agree in such Supplemental Ordinance to fund the Reserve Account upon issuance of the Bonds in the amount of the Reserve Account Requirement as provided therein, or to provide for funding of the Reserve Account over time, and after funding the Reserve Account Requirement, to maintain at all times an amount in the Reserve Account, as applicable, equal to the Reserve Account Requirement as provided therein, except for withdrawals authorized therefrom, for so long as such Bonds remain Outstanding. Any Reserve Account created and held pursuant to a Supplemental Ordinance shall only secure Bonds issued thereunder.

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

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

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

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

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

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

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

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

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

Section 9. Rebate Fund; Rebate Requirement.

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

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

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

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

(1) the description of the Project to be acquired, constructed and installed;

(2) that the City, its staff and agents shall undertake the Project in accordance with maps, plans and specifications prepared by the City's Engineer, which shall be on file in the City Clerk's office, and which may be revised prior to or in the course of actual construction, provided such changes are found necessary and desirable by the City Council and that such changes do not substantially affect or alter the plans or costs of the Project; and

(3) the total estimated Cost of Acquisition of the Project to be financed by the Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12. Tax Covenants.

(a) *General*. The City covenants with the owners of Bonds that, notwithstanding any other provision of this Ordinance or any other instrument, it will take no action which would adversely affect the tax exempt status of Bonds issued hereunder under Sections 103 or 148 of the

Code pertaining to the exclusion of interest on the Bonds from gross income for federal income tax purposes. The foregoing covenant shall extend throughout the term of the Bonds. The City will execute a Tax Certificate dated the date of issuance and closing of Bonds hereunder with respect to such federal tax matters.

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

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

(2) The City further covenants and agrees to and for the benefit of the bondholders that the City (i) will not take any action that would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the bondholders as provided in Section 103 of the Code, (ii) will not omit to take or cause to be taken, in timely manner, any action which would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the bondholders as provided in Section 103 of the Code, and (iii) without limiting the generality of the foregoing, (a) will not take any action which would cause the Bonds, or any Bond, to be a "private activity bond" within the meaning of Section 141 of the Code or to fail to meet any applicable requirement of Section 149 of the Code and (b) will not omit to take or cause to be taken, in timely manner, an action which would cause the Bonds, or any Bond, to be a "private activity bond" or to fail to meet any applicable requirement of Section 149 of the Code. The Mayor and the Finance Director of the City, or such other appropriate officials of the City each are hereby authorized and directed to execute from time to time such Tax Certificate as shall be necessary to establish that the Bonds are not and will not become "private activity bonds," that all applicable requirements of Section 149 of the Code are and will be met, and that the covenant of the City contained in this Section 12(b)(2) will be complied with.

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

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

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

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

Section 13. Issuance of Additional Bonds.

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

(1) After utilization of the remaining authority under the Judicial Confirmation, prior to authorizing Additional Bonds to finance a Project under Idaho Code Sections 50-1027 through 50-1042, inclusive, as may be amended from time to time, the City obtains approval of the electorate of the City or a judicial confirmation pursuant to Title 7 Chapter 13 of the Idaho Code that the Additional Bonds are enforceable obligations of the City as required by the Revenue Bond Act, or obtains authority in accordance with the laws of the State of Idaho;

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

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

(4) As evidenced by a written certification filed with the City by the City Treasurer/Finance Director, City Engineer, an independent engineer, or certified public

accountant, the Net Revenues of the System for a period of twelve (12) consecutive months out of the twenty-four (24) months immediately preceding the issuance of such Additional Bonds shall have been sufficient to meet the Additional Bonds Requirement, commencing with the first full Fiscal Year following the date on which any portion of interest on the series of Additional Bonds then being issued no longer will be paid from the proceeds of such series of Additional Bonds.

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

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

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

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

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

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

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

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

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

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

[Form of Bonds]

UNITED STATES OF AMERICA

No. ________ $_______________

STATE OF IDAHO
CITY OF MOSCOW, LATAH COUNTY

WATER REVENUE BOND, [SERIES ____]

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP NO: _____

REGISTERED OWNER: [CEDE & CO.]

PRINCIPAL AMOUNT:_________________________DOLLARS

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

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

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

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

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

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

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

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

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

Redemption Date	Amount

*Final Maturity]

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

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

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

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

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

CITY OF MOSCOW, LATAH COUNTY, IDAHO

By: [FACSIMILE OR MANUAL]
Mayor

By: [FACSIMILE OR MANUAL]
City Treasurer

ATTEST:

[FACSIMILE OR MANUAL]
Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: ______________________

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

_________________________________,
Registrar

By: ______________________________
Title: ______________________________

ASSIGNMENT

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

Name of Transferee: ____

Address: ____
____

Tax Identification No.: ____

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

Dated: ______________________________

____
Registered Owner

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

SIGNATURE GUARANTEED:

____

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

******

CERTIFICATE OF THE TREASURER OF THE CITY OF MOSCOW

STATE OF IDAHO)
) ss.
County of Latah)

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

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

[FACSIMILE OR MANUAL]
Treasurer

[End of Form of Bonds]

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

Only such Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated, and delivered hereunder and are entitled to the benefits of this Ordinance.

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

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

Outstanding hereunder. The City will cause the Bond Registrar to provide notice of defeasance of Bonds to Registered Owners of Bonds being defeased and to each party entitled to receive notice under this Ordinance.

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

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

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

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

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

(d) *Non-Performance of Duties*. The City shall have failed to carry out and to perform all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the Revenues, to the System, or to all or any combination thereof, or otherwise, including, without limitation, this Ordinance, and such failure shall continue for sixty (60) days after receipt of notice from the Registered Owners of at least a majority in principal amount of Parity Bonds, then Outstanding.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 20. Amendments.

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

(1) To add to the covenants and agreements of the City in this Ordinance, other covenants and agreements thereafter to be observed, which shall not adversely affect the interests of the Registered Owners of the Outstanding Bonds issued hereunder, or to surrender any right or power herein reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF MOSCOW, LATAH COUNTY, IDAHO

Mayor

ATTEST:

City Clerk

CERTIFICATE OF THE CLERK

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

I HEREBY CERTIFY:

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

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

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

____

Clerk

EXHIBIT A

CITY OF MOSCOW
LATAH COUNTY, IDAHO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A: Sets forth this summary for publication.

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

Approved this 20th day of April, 2020.

CITY OF MOSCOW, LATAH COUNTY, IDAHO

Mayor

ATTEST:

City Clerk

CERTIFICATION OF COUNSEL

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

Dated as of this ____ day of April, 2020.

____

City Attorney

CITY OF MOSCOW 1887 IDAHO
Heart of the Arts

Bill Lambert
Mayor

Brandy Sullivan
Council President

Art Bettge
Council Vice-President

Sandra Kelly
Council Member

Maureen Laflin
Council Member

Gina Taruscio
Council Member

Anne Zabala
Council Member

Gary J. Riedner
City Supervisor

City of Moscow, City Hall
c/o Gary J. Riedner, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019

January 28, 2020

Charlie Parkins
State of Idaho
Department of Environmental Quality
1410 North Hilton
Boise ID 83706

Dear Mr. Parkins,

Please find enclosed the executed loan offer for Offer of Drinking Water Loan No.: DW1406F. I have also enclosed a copy of Resolution 2019-22 the Moscow City Council passed for the approval and acceptance of the loan offer.

If you need additional information or have any questions, please contact Bill Belknap, Deputy City Supervisor at 208-883-7011 or bbelknap@ci.moscow.id.us.

Thank you,

Laurie M. Hopkins
City Clerk

Enclosures

c: Bill Belknap, Deputy City Supervisor
Gary J. Riedner, City Supervisor

STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1410 North Hilton • Boise, Idaho 83706 • (208) 373-0502
www.deq.idaho.gov

Governor Brad Little
Director John H. Tippets

October 30, 2019

CERTIFIED MAIL NO.: 7000 0520 0016 4833 2667
RETURN RECEIPT REQUESTED

The Honorable Bill Lambert
Mayor of Moscow
PO Box 9203
Moscow, Idaho 83843

RE: Offer of Drinking Water Loan No.: DW1406F

Dear Mayor Lambert:

I am pleased to inform you that your application for a loan in the amount of $4,300,000 from the Drinking Water State Revolving Fund has been accepted. The loan offer is enclosed. Please note that the enclosures include Davis Bacon wage guidance and provisions in Attachments B and C.

Attached is a set of drinking water system classification forms for your use in determining the future classification of your system. The updated system classification information is important and should be shared with your responsible charge operator and substitute responsible charge operator. Drinking water system upgrades make it likely that the system classification will change or increase and that the associated responsible charge operator and substitute responsible charge operator licenses will also require upgrade. Should you have any questions regarding system classification, please contact Justin Walker at (208) 799-4892.

Once this offer has been accepted by the City, please complete the project schedule (Attachment A) and sign the offer on page 11. A copy of the signed offer should be kept in the City's files. The loan offer and Attachment A shall be returned to Charlie Parkins in this office at the address listed above, on or before 60 days from the date of this loan offer. Please pay close attention to the Special Conditions on page 6 of the loan offer.

If you have any questions regarding this loan offer, please contact Charlie Parkins at (208) 373-0577 or Justin Walker in our Lewiston Regional Office at (208) 799-4892.

Sincerely,

Edward Hagan For JH

Jerri Henry
Drinking Water Protection and Finance Division Administrator

JH:CP:tg

Enclosures: Loan offer, Attachments A & B, System Classification Information

File: 2019ALN1511, Transmittal; 2019ALN1510, Loan Offer

c: Justin Walker, DEQ Lewiston Regional Office
MaryAnna Peavey, DEQ State Office
Jerri Henry, DEQ State Office
Bill Hart, DEQ State Office

STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
LOAN OFFER, ACCEPTANCE AND AGREEMENT
FOR DRINKING WATER TREATMENT
DESIGN AND CONSTRUCTION

SECTION I. INTRODUCTION

The State of Idaho (State) is authorized by Title 39, Chapter 36 (Act), Idaho Code, to make loans from the Drinking Water Treatment Facility Loan Account (Account) to assist municipalities in the construction of drinking water treatment facilities. The Idaho Board of Environmental Quality, through the Department of Environmental Quality (Department), is authorized to administer the Act. The Department has determined that the City of Moscow (Borrower) has established eligibility for a loan under the terms of the Act and IDAPA 58.01.20, the Idaho Rules for Administration of Drinking Water Loan Program (the Rules).

The Borrower is a public entity with the authority to finance public improvements. The Borrower also has the authority to operate and maintain the public drinking water system located in the City of Moscow and taking all necessary actions to ensure that the public drinking water system meets all applicable laws. The Department hereby offers a loan to the Borrower according to the terms and conditions contained in this document and the Rules.

SECTION II. DESCRIPTION OF PROJECT

This loan agreement is for design and construction of the following project:

A.	Loan Project Number:	DW 1406F
B.	Name and Address of Borrower:	City of Moscow PO Box 9203 Moscow, Idaho 83843
C.	Project Description:	This loan is for phase 2 of the design, development and construction of well, transmission mains, replacement of existing booster pumps stations and water lines.
D.	Terms:	$4,300,000 at 2.25% (interest of 1.25% and loan fee of 1.00%) to be repaid in biannual installments over 20 years.

E. Estimated Project Budget:

1.	Transmission & Distribution	$1,591,000
2.	Source Development	$2,279,000
3.	Engineering	$430,000
	Total	$4,300,000

SECTION III. GENERAL CONDITIONS

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a loan agreement (Agreement) and the Applicant shall become a Borrower. By accepting this offer, the Borrower agrees to all terms and conditions set forth in this document and the Rules:

The Borrower agrees:

A. To not transfer, assign or pledge any beneficial interest in this Agreement to any other person or entity without the prior written consent of the Director of the Department of Environmental Quality (Director). To not enter into sale, lease or transfer of any of the property related to the Agreement. To not make any additional material encumbrances to the project without the prior written consent of the Director. To not incur any liabilities that would materially affect the funds pledged to repay this loan without the prior written consent of the Director. To not delegate legal responsibility for complying with the terms, conditions, and obligations of this Agreement without the prior written consent of the Director. Notwithstanding any other provision of this paragraph, the Borrower may sell or otherwise dispose of any of the works, plant, properties and facilities of the project or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the project, or no longer necessary, material or useful in such operation, without the prior written consent of the Director.

B. To enter into such contractual arrangements with third parties as it deems advisable to assist it in meeting its responsibilities under this Agreement.

C. To fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department, by the Borrower, in support of the request for this loan. The application is attached hereto and incorporated by reference herein.

D. To comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.

E. To make efforts to award subagreements to Disadvantaged Business Enterprises (DBE) which includes Minority and Women-owned businesses (MBE/WBE).

a. The separate fair share goals for MBE and for WBE will be in bid solicitations and documentation of efforts to obtain MBE/WBE participation will be required of any contractor who fails to attain the goals; and,
b. Annual reports of MBE/WBE utilization will be prepared on forms supplied by the Department; and,
c. Include the following language in all procurement contracts *"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."*

F. To provide the Department with documentation evidencing ownership of, and/or the right of access or easements for real property on which the project is proposed to be constructed. Clear title or legal right to access all real property necessary for the successful operation of the facilities shall be guaranteed by the Borrower for the useful life of the project, prior to commencement of construction. Land acquisitions shall only be reimbursed by DEQ if obtained from a willing seller.

G. That if prior to completion of this Agreement the project is damaged or destroyed, there will be no reduction in the amounts payable by the Borrower to the Department.

H. Subject to the Borrower's ordinance governing prior parity indebtedness of the water system, that in the event there is any default in the payment of either the principal amount, loan fee or the interest due under this Agreement, or any breach by the Borrower of any of the terms or conditions of this Agreement, the entire principal amount and whatever interest and fees are due to the date of payment may be declared due and immediately payable. The amount of such default shall bear the same interest and fee rate as applies to the principal of this loan from the date of default until the date of payment by the Borrower. All costs incurred by the Department due to such default, including court costs and attorney's fees, shall be repaid by the Borrower to the Department.

I. That at any time, any waiver by the Department, of the rights or duties under this Agreement shall not be deemed a waiver of any subsequent or additional rights or duties under this Agreement.

J. That the use by the Department of any remedy specified in this Agreement for its enforcement is not exclusive and shall not deprive the Department of the right to seek any other appropriate legal or equitable remedy.

K. That this Agreement is binding upon the Borrower and the Department, and any person, office or entity succeeding the Borrower or the Department.

L. To comply with all applicable federal, state and local laws.

M. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

N. The total loan funds disbursed per this Agreement are considered federal financial assistance per the Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31 U.S.C. §§7501-7507. (2000). If Borrower expends more than $750,000 of any federal funds in a fiscal year, Borrower shall conduct an audit in accordance with the SAA. In such case, Borrower shall provide the Department a copy of the SAA audit within nine (9) months of the end of the audit period per the SAA. Borrower recognizes that it is responsible for determining if the $750,000 threshold is reached and if a SAA audit is required. Additionally, Borrower shall inform the Department, in writing, of findings or recommendations pertaining to the State Revolving Fund contained in any SAA audits conducted by Borrower.

O. Comply with all federal requirements applicable to the Agreement (including those imposed by the 2014 Appropriations Act (Public Law 113-76, Section 436) and related SRF Policy Guidelines) which includes requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested and obtained a waiver from Department pertaining to the Project or (ii) Department has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Safe Drinking Water Act (Section 1452, Title XIV of the Public Health Service Act), including any reports required by a Federal agency or Department such as information on costs and project progress.

The Borrower understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and/or state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the loan in advance of the maturity of the Bonds and/or other remedial actions.

P. As per Executive Order 12549, 2 CFR 180 and 2 CFR 1532 the loan recipient agrees to not enter into covered transactions with any contractors or subcontractors that have been suspended or debarred, and to include a similar term or condition in all lower tier covered contracts and transactions.

SECTION IV. PROJECT MANAGEMENT

The Borrower agrees to:

A. Require the prime engineering firm(s) and their principals retained for engineering services to carry professional liability insurance to protect the public from the engineer's negligent acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability insurance shall be at least one hundred thousand dollars ($100,000) or twice the amount of the engineer's fee, whichever is greater. Professional liability insurance must cover all services rendered for all phases of the project, whether or not those services are state funded, until the certification of project performance is accepted by the Department.

B. Comply with the Public Works Contractors License Act and the Public Contracts Bond Act, Title 54, Chapter 19, Idaho Code, including requiring the prime construction contractor retained for construction to carry performance and payment bonds equal to one hundred percent (100%) of the contract price. The bond will be released when the constructed facility is accepted by the Borrower.

C. Assure that contracts related to the project, which provide for arbitration allow appeal of any resulting arbitration decision to a district court or allow the arbitration to be non-binding on both parties if either party desires not to use arbitration as a method of dispute settlement.

D. Jointly with an engineering consultant provide assurances that the physical and operational integrity of the works, when constructed, will achieve the level of treatment provided for in the design specifications.

E. Provide for the accumulation of funds through charges made for services or otherwise, for the purposes of establishing a fund dedicated solely to (i) the repayment of principal, interest and loan fee on this loan, (ii) funding a reserve fund, (iii) capital replacement and (iv) future improvement, betterment, and extension of such works occasioned by increased usage on the facility.

F. Provide a plan and program for an equitable user charge system, as permitted by law, for payment of operation and maintenance of constructed facilities. The user charge system shall be approved by the Department and enacted by the Borrower prior to receiving final payment. Make available on an equitable basis the services of the project to the residents and commercial and industrial establishments of the area it was designed to serve.

G. Develop and adopt a water system protection ordinance approved by the Department prior to receiving final payment of loan funds.

H. Provide to the Department for approval, an operation and maintenance manual for the project. The manual shall be approved by the Department prior to receiving final payment of loan funds.

I. Provide adequate staffing and qualified operation and maintenance personnel as specified in the operation and maintenance manual approved by the Department.

J. Assure that the operator in responsible charge of the facility has a level of competency commensurate with the nature of the facility. He or she must be licensed as a Drinking Water Operator in a class equal to or greater than that of the facility.

K. Assure that distribution and treatment facility personnel shall participate in operator training programs designed to assure competence in the operation and maintenance of the facility.

L. Commence satisfactory operation and maintenance of the drinking water treatment facility on completion of the project in accordance with applicable provisions, rules of the Department and any other applicable law, rule or regulation and not discontinue operation or dispose of the facility without the written approval of the Department.

M. Review and update the user charge system, as permitted by law, at least biennially during the life of this Agreement to assure that all costs including debt retirement, operation and maintenance are offset by sufficient revenues.

N. Maintain project accounts in accordance with generally accepted accounting principles.

O. All laborers and mechanics employed by the prime construction contractor and subcontractors in the project using State Revolving Fund (SRF) loans shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality in accordance with the labor standards, including prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code). Borrower agrees that all procurement contracts must include as a term and condition that contractors and subcontractors must obtain wage determinations from the Department of Labor and comply with Department of Labor guidance and regulations implementing wage rate requirements applicable to SRF funds. Wage determinations shall be finalized prior to final bid submissions. Specific requirements related to Davis Bacon compliance are included in Chapter 6, Form A, of the DWSRF Loan Handbook, located at http://www.deq.idaho.gov/media/60183096/6-a-dw-0819.pdf (*current as of* 10/17/2019).

SECTION V. SPECIAL CONDITIONS

A. The Borrower shall complete the attached project schedule and submit to the Department for approval on or before 60 days from the date of this loan offer. No funds shall be disbursed per this Agreement until a project schedule has been approved by the Department. The Department approved project schedule shall be attached to this Agreement as Attachment A and incorporated by reference as if fully set forth herein. The Borrower shall complete the project in accordance with the approved project schedule.

B. All amendments to the project schedule must be approved by the project engineer in the Department's Lewiston Regional Office, prior to becoming effective.

C. Prior to final loan distribution, the City shall have established a written customer service policy and an operating emergency plan (supported by board adoption).

D. If your community receives $750,000 or more in Federal monies, in any single fiscal year, during the period under which you are receiving loan disbursements, than you must submit a

Single Audit Act audit report to DEQ (for each and every year the threshold is met).

E. A technical memorandum shall be developed and submitted during the detailed design phase for each Green Project Reserve (GPR) component identified in the Letter of Interest. The memorandum shall fully detail the GPR justification according to the current EPA guidance for determining project eligibility and comparable to the examples provided on the Department's website. Please review the following URLs for guidance (*current as of* 10/17/2019):http://www.deq.idaho.gov/water-quality/grants-loans/green-project-reserve.aspx

F. Prior to loan closure the Borrower will implement all the management and technology based sustainability efforts per their letter of interest.

G. Manage direct and indirect environmental impacts from the project that are specified in the environmental review.

SECTION VI. SECURITY REQUIREMENTS

The Borrower agrees:

A. This loan will be evidenced and secured by a promissory note or bond in the amount of not exceeding $4,300,000 (four million, three hundred thousand dollars). The promissory note or bond will be issued upon project completion and incorporated by reference into this Agreement.

B. There will be a reserve fund equal to one year's payment of principal, fees and interest on the loan established. The Borrower has ten years to establish the reserve, setting aside 10% (ten percent) of one year's payment into the reserve fund each year.

SECTION VII. LOAN DISBURSEMENTS

The Borrower agrees:

A. This loan shall be used solely to aid in the financing of the Borrower's project described in Section II.

B. Requests for actual disbursement of loan funds will be made by the Borrower using forms provided by the Department. Upon approval of the disbursement request by the Department loans funds shall be released to the Borrower.

C. The costs set forth in Section II have been determined by the Department to be eligible costs for funding. Some of the costs however, have been estimated, and the actual costs may differ from such estimated costs. A project review by the Department will determine final eligible costs for the project.

D. If the actual eligible cost of the project is determined by the Department to be lower than the estimated eligible cost, the loan amount will be reduced accordingly.

E. An increase in the loan amount as a result of an increase in eligible project costs shall be considered, provided funds are available. Documentation supporting the need for an increase must be submitted to the Department for approval prior to incurring any costs above the eligible cost ceiling.

F. Payment of the final five percent (5%) of this loan shall be withheld until the following requirements are met:

1. The Borrower's engineer certifies (a) that the project has been constructed according to plans and specifications previously approved by the Department, (b) an operations manual has been completed and (c) that the project is fully operational; and

2. The Department has inspected the project and verifies the engineer's certification.

G. Payment of the final ten percent (10%) of this loan shall be withheld until the following requirements are met:

1. The Special Conditions in Section V have been met; and

2. A responsible charge operator (RCO) has been designated who is licensed at or above the classification level of the system. At such times as the RCO is not available, a substitute RCO shall be designated to replace the RCO, who is licensed at or above the classification level of the system.

H. This offer is subject to the existence of the offered sum of money in the Account at the time of payment. Should the offered sum of money not be available in the Account at the time of payment, the Department hereby agrees to pay the Borrower the offered sum of money on the basis of the Borrower's priority position immediately upon the accrual of said sum in the Account.

SECTION VIII. REPAYMENT TERMS AND SCHEDULE

The Borrower agrees:

A. This loan shall be repaid in the manner set forth in the promissory note or bond which shall be attached to this Agreement and incorporated by reference. The payment terms of the promissory note or bond shall be consistent with this Agreement.

B. To pay biannual payments of principal, fees and interest and to fully amortize this loan not later than twenty (20) years from project completion. Interest will begin accruing with the first disbursement of funds. At the time of closing, accrued interest will be either paid to the Department or incorporated into the final loan amount if the approved amount has not been exceeded.

C. At the time of closing, the Department may elect to impose a loan fee (not to exceed 1%) pursuant to the Rules. If a loan fee is imposed, the loan interest rate will be reduced by the amount of the loan fee. The loan fee will be assessed against the final loan balance, which shall include the entire principal balance and may include capitalized interest. Any loan fee shall be due and payable concurrently with scheduled loan principal and interest repayments over the repayment period.

D. This Agreement shall remain in full force and effect until all loan proceeds, including principal, interest and loan fee, have been paid in full or the Agreement is otherwise suspended or terminated by the Department.

SECTION IX. SUSPENSION OR TERMINATION OF LOAN AGREEMENT

A. The Director may suspend or terminate this Agreement prior to final disbursement for failure of the loan recipient or its agents, including engineering firm(s), contractor(s), or subcontractor(s) to perform. This Agreement may be suspended or terminated for good cause including, but not limited to, the following:

1. Commission of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, receipt of stolen property or any form of tortious conduct; or

2. Commission of any crime for which the maximum sentence includes the possibility of one (1) or more years imprisonment or any crime involving or affecting the project; or

3. Violation(s) of any term of this Agreement; or

4. Any willful or serious failure to perform within the scope of the project, plan of operation and project schedule, terms of engineering subagreements, or contracts for construction; or
5. Utilizing a contractor or subcontractor who has been suspended or debarred by order of any federal or state agency from working on public work projects funded by that agency.

B. The Director will notify the Borrower in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:

1. Specific acts or omissions which form the basis for suspension or termination; and

2. Availability of a contested case hearing before the Board of Environmental Quality conducted as provided for in the Rules of Administrative Procedure

Before the Board of Environmental Quality, IDAPA 58.01.23.

C. If the Borrower does not initiate a contested case hearing before the Board by filing a petition within the time period specified by the Rules of Administrative Procedure Before the Board of Environmental Quality, IDAPA 58.01.23., the Department may thereafter terminate or suspend the Agreement by written notice to the Borrower. If the Borrower initiates a contested case, the termination or suspension shall be determined by the Board.

D. The Borrower shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement as provided herein.

E. Upon written request by the Borrower with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement. If a suspended Agreement is not reinstated, the loan will be amortized and a repayment schedule prepared in accordance with the provisions of this Agreement.

F. No terminated loan shall be reinstated. Terminated loans will be amortized and a repayment schedule prepared in accordance with the provisions of this Agreement. If the loan is terminated prior to final disbursement, the Borrower shall immediately pay back to the Department all disbursed funds and accrued interest.

SECTION X. ACCESS AND INDEMNIFICATION

The Borrower agrees to:

A. Provide the Director, or his/her authorized agents, and the U.S. Environmental Protection Agency, access to all files, records, accountings and books relating to the management and accountability of this loan.

B. Indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the Borrower or its agents, employees, contractors, or assignees actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project.

SECTION XI. OFFER

The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this loan offer. An acceptance must be accompanied by a resolution of the Applicant's governing body authorizing the signator to sign on the Applicant's behalf for the purpose of this agreement.

Nov.
Dated ~~October~~ 1, 2019.

John H. Tippets
Director
Department of Environmental Quality

SECTION XII. ACCEPTANCE

The City of Moscow, by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained herein.

Signature of Representative

Bill Lambert, Mayor
Name and Title of Representative - type or print

01/28/2020
Date

LOAN AGREEMENT BETWEEN THE STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY AND
CITY OF MOSCOW
LOAN PROJECT NUMBER: DW1406F
PROJECT SCHEDULE

Pursuant to Section V, Special Conditions of the loan agreement (Agreement) between the State of Idaho, Department of Environmental Quality (Department) and the City of Moscow (Borrower), Loan Project Number: DW1406F, the Borrower agrees to complete the project, which is for design, development and construction of a well, transmission mains, replacement of existing booster pumps stations and water lines, in accordance with the following schedule:

Number of Months from Loan Acceptance Feb 2020	Task Boosters & Conveyance
Complete	10% Design Review
3	50% Design Review
6	90% Design Review
Complete	User Charge System Approved
Complete	Water System Protection Ordinance Approved
8	Final Plans, Specifications and Bidding Documents
10	Bid Summary
11	Award Construction Contract
14	Project Management Conference
24	Plan of Operation Amendment
21	Draft Operation & Maintenance (O&M) Manual
24	Staffing Plan
21	Construction Completion
Complete	User Charge or Tax Assessment System Enacted
Complete	Water Protection Ordinance Enacted
23	Final O&M Manual
23	Updated Drinking Water System Classification Worksheets
23	Verify Appropriate Operator Licensure
24	Final Inspection
24	Initiate Operation
25	Final Payment

Project schedule approved by:

Bill Lambert
Signature of Borrower Representative

Signature of Department Representative

Bill Lambert
Printed Name of Borrower Representative

Printed Name of Department Representative

11/04/2019
Date of Approval Signed 01/28/2020

Date of Approval

LOAN AGREEMENT BETWEEN THE STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY AND
CITY OF MOSCOW
LOAN PROJECT NUMBER: DW1406F
PROJECT SCHEDULE

Pursuant to Section V, Special Conditions of the loan agreement (Agreement) between the State of Idaho, Department of Environmental Quality (Department) and the City of Moscow (Borrower), Loan Project Number: DW1406F, the Borrower agrees to complete the project, which is for design, development and construction of a well, transmission mains, replacement of existing booster pumps stations and water lines, in accordance with the following schedule:

Number of Months from Loan Acceptance Feb 2020	Task Well 10 Development
Complete	10% Design Review
Complete	50% Design Review
Complete	90% Design Review
Complete	User Charge System Approved
Complete	Water System Protection Ordinance Approved
1	Final Plans, Specifications and Bidding Documents
2	Bid Summary
3	Award Construction Contract
4	Project Management Conference
13	Plan of Operation Amendment
10	Draft Operation & Maintenance (O&M) Manual
13	Staffing Plan
10	Construction Completion
Complete	User Charge or Tax Assessment System Enacted
Complete	Water Protection Ordinance Enacted
12	Final O&M Manual
13	Updated Drinking Water System Classification Worksheets
13	Verify Appropriate Operator Licensure
13	Final Inspection
13	Initiate Operation
14	Final Payment

Project schedule approved by:

Bill Lambert

Signature of Borrower Representative

Signature of Department Representative

Bill Lambert

Printed Name of Borrower Representative

Printed Name of Department Representative

11/04/2020

Date of Approval Signed 01/28/2020

Date of Approval

Attachment B

Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Idaho DEQ's Tim Wendland at tim.wendland@deq.idaho.gov or at 208-373-0439. The recipient or subrecipient may also obtain additional guidance from U.S. Department of Labor's (DOL) web site at http://www.dol.gov/whd/

1. Applicability of the DB prevailing wage requirements.

   Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

Attachment B

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the DB poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the DOL's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, DOL, Washington, DC 20210 and to the EPA DB

Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the DB Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the DOL, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to DB prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the DB Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the DB Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA , the State, the contractor, or the Wage and Hour Division of the OL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the

Attachment B

Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the DB and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the DOL set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the DOL, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. **Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the DOL, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held

by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) If there is a reasonable doubt that any contractor is not fully complying with DB prevailing wages, the subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/contacts/whd/america2.htm.

Attachment C

Davis Bacon Compliance Requirements for Borrowers

Compliance with this Attachment to the Loan Offer will be monitored as part of the DEQ Project Officer's disbursement approval process, and during interim and final inspections.

1. Request Additional "Trade" Classifications and Wage Rates

If the work classification(s) needed does not appear on a federal wage decision, borrowers will need to request an additional classification and wage rate. It is recommended the process be started early during the preconstruction conference. The borrower and prime contractor for the project should identify the classification needed and recommend a wage rate through the Department of Environmental Quality (DEQ).

Requests can be approved if:

- The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision, another Electrician classification and rate cannot be requested.)
- The proposed wage rate, including bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- If the contractor and laborers and mechanics to be employed in the classification (if known), and the borrower agree on the classification and wage rate (including fringe where appropriate).

Requests must be made in writing through the borrower, including a completed Conformance Request SF 1444 Form. The request should identify the work classification that is missing and recommend a wage rate for the classification. Also include any pertinent documents that may be helpful (if requesting paying the state prevailing wage rate, include the state wage decision). Send the packet to DEQ for review and submission to the U.S. Department of Labor (DOL) for approval. DOL's response will be forwarded to the borrower.

If the request is denied, the borrower will be notified what classification and rate should be used. Requesting additional classification does not hold up the payroll process. It may however result in correcting underpayments if DOL is not in agreement with the request.

2. Conduct Payroll Reviews

The Federal Copeland Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions such as payroll taxes, deductions the worker authorizes in writing, or those provided by court order. The Act also requires contractors to maintain payroll records and submit weekly certified payroll and statement of compliance to the borrower certifying wages paid and deductions made. The appropriate wage rates are those determined pursuant to the federal Davis-Bacon related acts by the Federal Department of Labor. Further, if the rate is not shown in the Davis-Bacon related acts, an additional classification must be obtained from the U.S. Department of Labor through DEQ.

- Borrowers must also review payrolls to determine if workers on the construction project have received appropriate rates of overtime compensation. The Contract Work Hours and Safety Act requires that laborers and mechanics receive overtime compensation at a rate of not less than one and one-half times their regular hourly wage after they have worked 40 hours in one week on DWSRF funded projects.

Weekly payroll records must be reviewed by the borrower for the following:

- Payrolls were submitted on time
- Forms were filled out completely including on the initial payroll, the name, identifying number, address, and job classification for each employee.
- All self-employed owners, who have no employees, are designated as an employee and are reported on the certified payroll of the General contractor (or subcontractor if hired by them). Fill out the form the same as for employees and enter "self-employed" and contracting license number where the payroll asks for deductions.
- If the owner of the company has employees and performs work on the project covered by Davis-Bacon wage decisions, the owner is listed as an employee on the certified payroll he submits for his employees. Fill out the form the same as for employees and enter "self-employed, owner or owner/operator".
- The wages and fringes listed on the certified payroll for each job classification agree with those identified on the statement of intent to pay prevailing wages.
- The payrolls include all the classifications being utilized even if not listed on the statement of intent to pay prevailing wages.
- Payrolls only include permissible deductions.
- When fringe benefits are being paid into a benefit plan, block 4(a) on the back of the certified payroll form must be checked.
- Apprentices or trainees listed on the certified payroll are working under approved apprenticeship and training agreements. Copies of those certifications should be included with payrolls.
- The payroll form is signed.

3. <u>Conduct On-Site Reviews</u>

The borrower, or its representative, must provide for visits to the construction site to determine that:

- Wage determinations are posted at the job site.
- Employees are working within the proper job classification.

4. <u>Conduct Employee Interviews</u>

If there is reason to suspect contractor noncompliance: The borrower or its representative (not the prime contractor, or subcontractors) must conduct employee interviews with at least one employee in each trade to determine the following:

- Employees are being paid the amounts/rates stated on the payrolls
- Employees are being properly compensated for overtime hours

- Employees are receiving their full wages and fringe benefits and are not being subjected to coercion or kickback tactics by the contractor or subcontractors.
- Contractors and subcontractors are using and paying apprentices and trainees appropriately.

5. Submit First Week Labor Standards (21 Day Labor Packet)

For each prime and subcontractor performing work on-site during the first week of construction, the borrower must provide a copy of the following documents to the DEQ regional office in charge of day-to-day project oversight, within 21 days after the contractors start construction on the project.

- Certified Payroll for the first week pay period
- Employee interview forms for the first week (if there is a reasonable doubt that any contractor is not fully complying with DB prevailing wages)

The purpose for submitting the above information to DEQ is to assure that any underpayments are detected early and appropriate corrections made early while easy to implement. **The first week labor standards (21 day) packet must be provided to DEQ and any underpayments resolved before DEQ will pay the construction reimbursement request. If underpayments are discovered, DEQ will notify the borrower to work with the prime contractor to have restitution made and a corrected certified payroll submitted to DEQ for approval.**

6. Resolve Overtime Violations

If the prime contractor or subcontractors do not compensate a worker appropriately for overtime, the borrower needs to notify DEQ and work with the prime contractor to resolve the overtime violations.

- If the violation is less than $10 per worker, the violation does not have to be reported.
- If the violation is $10 or more per worker, the prime contractor must make payment or assure payments are made by subcontractors and submit a corrected certified payroll and a copy of the check to the worker, and send it to the borrower. Any time the violation is $10 to $999, the borrower must notify DEQ in writing. If the violation is $1,000 or more, the borrower must submit a Labor Standards Enforcement Report to DEQ who will coordinate the violation with the Department of Labor or EPA (contact DEQ for assistance in filing this report).

7. Resolve Other Underpayments

If a mathematical error, misclassifications, or other error that results in the underpayment of wage or fringe benefits occurs, the prime contractor or subcontractor must make restitution and submit a corrected certified payroll and a copy of the check showing the underpayment made to the worker, to the borrower.

8. Conduct Technical Inspections

During construction, the borrower is responsible for monitoring contractor/subcontractor progress and compliance with technical requirements of the project. Typically, this monitoring process is the responsibility of the consulting project engineer; however, the borrower may wish to designate someone locally with oversight responsibility. The purpose of the technical monitoring process is to ensure that the project is constructed as planned, within budget and estimated timeframes, and within specified quality and quantity standards.

9. Maintain Project Records

The borrower is required to maintain project records that document all financial, monitoring and inspection transactions, and progress reviews that occur during the life of the project. Borrowers must maintain copies of weekly certified payrolls and any corrected certified payrolls, copies of correspondence and resolution of overtime violations, and copies of employee interviews in the project files for the life of the loan as defined by the contract.

RESOLUTION NO. 2019 – 22

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR APPROVAL AND ACCEPTANCE OF A LOAN OFFER FROM IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FINANCING OF CAPITAL IMPROVEMENTS TO THE CITY'S DOMESTIC WATER SYSTEM (PHASE II); PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the City of Moscow, Latah County, Idaho ("City"), pursuant to Idaho Code § 50-301, is a body corporate and politic duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho; and

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

WHEREAS, on April 29, 2014, the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah, in Case No. CV-2014-81, issued its Judgment (the "Judicial Confirmation") ordering and decreeing, among other things, that City has the authority to issue revenue bonds, without a public vote, to finance improvements to City's System including the reconstruction of six (6) water booster stations, the drilling and development of a new domestic well, and construction of limited piping systems associated with the booster stations and well to rectify existing fire flow and water production deficiencies within the City's domestic water system (the "Project"); and

WHEREAS, City received from the State of Idaho Department of Environmental Quality ("DEQ") that certain Loan Offer, Acceptance and Agreement for Drinking Water Treatment Design and Construction (the "Loan Offer") dated June 12th, 2014, providing for a loan from DEQ to City in the principal amount of up to four million three hundred thousand dollars ($4,300,000), the proceeds of which are to be used by City to finance costs of the Project; and

WHEREAS, on June 16, 2014, City accepted the Loan Offer and authorized the Mayor to execute the Loan Offer, and deliver the same to DEQ together with all required documentation as itemized in the Loan Offer; and

WHEREAS, City commenced construction of the Project, and having completed a portion of the Project, has determined that additional funding is necessary to complete the Project; and

WHEREAS, DEQ has determined that additional funding capacity is available to provide City with an additional four million three hundred thousand dollars ($4,300,000) of funding to allow the completion of the Project; and

WHEREAS, City's bond counsel has reviewed the matter and has concluded that the additional expenses are in accordance with the Judicial Confirmation and are thus "ordinary and necessary" expenses to complete the Project; and

WHEREAS, City received from DEQ that certain Loan Offer, Acceptance and Agreement for Drinking Water Treatment Design and Construction (the "Phase II Loan Offer") dated October 30, 2019 and attached hereto as Exhibit "A" providing for a second loan from DEQ to City in the principal amount of up to four million three hundred thousand dollars ($4,300,000), the proceeds of which are to be used by City to finance the remaining costs associated with the Project; and

WHEREAS, City desires to authorize City's officials to take all action necessary or reasonably required to effectuate the Phase II Loan Offer provisions, including, as authorized by the Judicial Confirmation, to approve the substantial form of the bond to be issued to DEQ to evidence the loan in the principal amount up to four million three hundred thousand dollars ($4,300,000) (the "Revenue Bond") in the form attached hereto as Exhibit "B".

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

Section 1. Approval of Loan Offer. The form, terms and provisions of the Loan Offer to be entered into, accepted, approved and/or acknowledged, as applicable, by City be, and they are hereby approved and authorized, and the Mayor is hereby authorized to execute and deliver the Loan Offer.

Section 2. Approval of Form of Revenue Bond. The Revenue Bond in substantially the form attached hereto as Exhibit "B" is hereby approved, together with such changes as required at the time City issues the Revenue Bond as shall be consistent with the Loan Offer.

Section 3. Delivery of Documents to DEQ. The officials of City are authorized to deliver to DEQ the executed Loan Offer, together with a copy of this Resolution and form of Revenue Bond, together with all other required documentation required by the Loan Offer.

Section 4. Necessary Actions. The Mayor and other officers and agents of City shall take all actions necessary or reasonably required by the Loan Offer to effectuate its provisions, and, upon completion of the Project, shall take all action necessary or desirable to authorize the issuance of the Revenue Bond to DEQ substantially in the form hereby approved.

That this Resolution shall become effective as of the 4th day of November 2019.

PASSED BY CITY COUNCIL AND APPROVED BY THE MAYOR of the City of Moscow, Idaho, this 4th day of November, 2019.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY OF MOSCOW INCORPORATED JULY 12 1887 STATE OF IDAHO

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 26, 2024

AGENDA ITEM TITLE

City Supervisor Title Amendment Ordinances (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City of Moscow established the position of Administrative Assistant for the City of Moscow in 1959 through Ordinance 1001, passed on April 6th, 1959. The position as described in 1959, included keeping an inventory of all City property, acting as the City's purchasing agent, preparing the annual budget, serving as public relations officer, attending City Council meetings, overseeing all department operations, and long-range planning for the City, all under the supervision of the Mayor. At the Council meeting of May 14, 1959, Clair Inghram was appointed as the first person to occupy the newly created position, but the title that was utilized at the time of the appointment, as reflected in the meeting minutes was City Supervisor. Over the years the City amended Chapter 4 of Title 2 to formally change the title to City Supervisor in code. The title of City Supervisor is not commonly used in the public administration profession and there are no other similar positions within the State of Idaho. Pullman Washington was one of the few cities that retained the title of City Supervisor until a few years ago when they changed the title of City Supervisor to City Administrator, which is the common title utilized throughout Idaho and the nation. Staff is proposing to retain all duties and responsibilities, but to change the title of the position to City Administrator. This recommendation was reviewed and approved by the Mayor and Council President and Vice President, and staff have prepared an ordinance to first amend Title 2, Chapter 4, and a second Ordinance to change all other City code references to the title of City Supervisor. The proposal is before the full Council for consideration.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

PROPOSED ACTIONS:

1. Recommend approval of the Ordinance amending Title 2, Chapters 5 and 14, under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or take such other action deemed appropriate; and
2. If the prior Ordinance is approved, recommend approval of the Ordinance amending all City Code references to City Supervisor and Deputy City Supervisor under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or take such other action deemed appropriate.

STAFF RECOMMENDATION

1. Recommend approval of the Ordinance amending Title 2, Chapters 5 and 14, under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; and
2. If the prior Ordinance is approved, recommend approval of the Ordinance amending all City Code references to City Supervisor and Deputy City Supervisor under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ordinance 2024 - Amend T2 CH 4 14_final
2. Ordinance 2024 - Amend Code References to City Administrator
3. Ordinance 1959-1001 Administrative Assistant Office of

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 2, CHAPTER 4, AND TITLE 2, CHAPTER 14; PROVIDING FOR THE CHANGE OF TITLE FROM CITY SUPERVISOR TO CITY ADMINISTRATOR AND PROVIDING FOR THE AMENDMENT OF THE TITLE, DUTIES, AND RESPONSIBILITIES OF THE OFFICE OF DEPUTY CITY SUPERVISOR; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City has recognized that the title of City Supervisor is no longer widely utilized in local government administration and desires to change the title of the office of City Supervisor to City Administrator while retaining the same duties, powers, and responsibilities; and

WHEREAS, the change in title to City Administrator necessitates a subsequent change of title to the office of Deputy City Supervisor; and

WHEREAS, the City desires to modify the duties, powers, responsibilities, and title of the office of Deputy City Supervisor to provide for the current and future needs of the City;

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

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

SECTION 2: That Title 2, Chapter 4 of the Moscow City Code be, and the same is hereby amended to read as follows:

CITY ~~SUPERVISOR~~ADMINISTRATOR

Sec. 4-1. Office Established, Appointment and Removal, Scope of Authority.

There is hereby established the office of City ~~Supervisor~~Administrator, which office shall be filled by the appointment of the Mayor, subject to confirmation by a majority of the Council. The City ~~Supervisor~~Administrator shall be subject to removal by the Mayor with consent of the Council or by unanimous vote of the Council. The City ~~Supervisor~~Administrator shall be the administrative assistant, executive and liaison officer for the City, under the direction and authority of the Mayor.

Sec. 4-2. Duties, Powers and Responsibilities.

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

A. Under the direction and authority of the Mayor, the City ~~Supervisor~~Administrator shall supervise, administer and coordinate the activities and functions of the various City officers and departments in carrying out the requirements of City ordinances and the policies of the Council.

B. ~~The City SupervisorAdministrator shall r~~Regularly report to the Mayor concerning the status of all assignments, duties, projects and functions of the various City offices, departments, boards and commissions.

C. ~~The City SupervisorAdministrator shall c~~Cause to be prepared and submitted to the City ~~Supervisor~~Administrator by each department, division or service of the City government, itemized annual estimates of expenditures required by any of them and submit a report thereof to the Mayor, with the recommendation of the City ~~Supervisor~~Administrator, prior to the passage of the annual appropriation ordinance.

D. ~~The City SupervisorAdministrator shall s~~Supervise all purchases and expenditures by the various City offices, departments, commissions and boards, for the purpose of keeping the same within the limitations of the annual budget of the City.

E. ~~The City SupervisorAdministrator shall s~~Serve as the chief public information officer of the City.

F. ~~The City SupervisorAdministrator shall a~~Attend all meetings of the Council with the duty of reporting any matter concerning City affairs under his or her supervision.

G. ~~The City SupervisorAdministrator shall a~~Assist the Mayor generally in conducting the City's business in all matters, and perform such other duties and assume such other responsibilities as the Council through the Mayor may direct or as by ordinances and resolutions of the Council may be required.

Sec. 4-3. Classified Position.

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

(Ord. 84-17, 8/20/84)

Sec. 4-4. Combination of Position.

The office of City ~~Supervisor~~Administrator may be combined with any other appointive position in the City; provided, that where combined, the compensation shall be fixed by the Council for the combined office and shall not necessarily be the total of the compensation fixed for each office individually.

SECTION 3: That Title 2, Chapter 14 of the Moscow City Code be, and the same is hereby amended to read as follows:

DEPUTY CITY ~~SUPERVISOR~~ADMINISTRATOR

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

There is hereby established the office of Deputy City ~~Supervisor~~Administrator, which office shall be filled by the appointment of the Mayor, subject to confirmation by a majority of the Council. The Deputy City ~~Supervisor~~Administrator shall hold office ~~for the durationof his or her appointment or~~ until such time as he or she may be removed by the Mayor, or as provided by law. The Deputy City ~~Supervisor~~Administrator shall work under the direction of the City ~~Supervisor~~Administrator. The Mayor may appoint up to three (3) Deputy City ~~Supervisor~~Administrators. The Duties, Powers and Responsibilities detailed below may be combined or reassigned among the Deputy City ~~Supervisor~~Administrators at the discretion of the City ~~Supervisor~~Administrator.
(Ord. 2021-09, 07/19/2021)

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

The Deputy City ~~Supervisor~~Administrator(s) shall have the ~~following~~ specific duties, powers, and responsibilities to oversee specific operational units and/or departments of the City government as specified upon appointment by the Mayor and confirmation by the Council, or as ~~, in addition to others provided in this Chapter or~~ otherwise assigned by the City ~~Supervisor~~Administrator.~~:~~

~~A. A Deputy City Supervisor may be appointed to supervise, administer and coordinate the activities and functions of the Community Planning and Design Group. This Group may include the Building Safety Department, Planning Department, Engineering Department, Grants Manager, and such other departments assigned by the City Supervisor.~~

~~B. A Deputy City Supervisor may be appointed to supervise, administer and coordinate the activities and functions of the Culture and Recreation Group. This Group may include the Arts Department, Community Events Department, Parks and Facilities Department, Recreation Department, Human Resources Department, and such other departments assigned by the City Supervisor.~~

~~C. A Deputy City Supervisor may be appointed to supervise, administer and coordinate the activities and functions of the Public Works and Services Group. This Group may include the Water Department, Water Reclamation and Reuse Department, Street and Stormwater Department, Environmental Services Department, Sanitation Department, Fleet Department, and such other departments assigned by the City Supervisor.~~

~~D.~~ Any Deputy City ~~Supervisor~~Administrator may be assigned by the City ~~Supervisor~~Administrator to serve as ~~temporary~~ Acting City ~~Supervisor~~Administrator on occasions when the City ~~Supervisor~~Administrator is unavailable.

~~E.~~ The Deputy City ~~Supervisor~~Administrator(s) shall regularly report to the City ~~Supervisor~~Administrator concerning the status of all assignments, duties, projects, and functions of the various City offices, departments, boards, and commissions under their supervision.
(Ord. 2021-09, 07/19/2021)

Sec. 14-3. Classified Position.

The position of Deputy City ~~Supervisor~~Administrator shall be a classified position at a grade level determined by the City ~~Supervisor~~Administrator. All rules and regulations and fringe benefits set forth in the City of Moscow Personnel Policies, as amended by the Council from time to time, shall apply to this position.
(Ord. 2021-09, 07/19/2021)

Sec. 14-4. Combination of Positions.
The office of Deputy City ~~Supervisor~~Administrator may be combined with any other appointive position in the City; provided, that where combined, the compensation shall be fixed by the City ~~Supervisor~~Administrator for the combined office and shall not necessarily be the total of the compensation fixed for each office individually.
(Ord. 2021-09, 07/19/2021)

SECTION 4: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of the remaining provisions. The remaining sections of Title 2 shall be in full force and effect.

SECTION 5: EFFECTIVE DATE. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Moscow. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication according to law.

SECTION 6: Any Ordinances, Resolutions, Policies and Contracts that include references, duties and responsibilities of the "City Supervisor" and "Deputy City Supervisor(s)" shall be deemed to be the same person as "City Administrator" and "Deputy City Administrator(s)" respectively and shall be unchanged and not modified by this Amendment and remain in full force and effect.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	________	________	________	________
Drew Davis	________	________	________	________
Sandra Kelly	________	________	________	________
Gina Taruscio	________	________	________	________
Julia Parker	________	________	________	________
Bryce Blankenship	________	________	________	________

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of ___________, 2024.

____
Arthur D. Bettge, Mayor

CERTIFICATION and **ATTESTATION**. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on ________________, 2024.

____
Laurie M. Hopkins, City Clerk

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TO CHANGE ALL REFERENCES OF CITY SUPERVISOR TO CITY ADMINISTRATOR AND DEPUTY CITY SUPERVISOR TO DEPUTY CITY ADMINISTRATOR; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Council approved Ordinance 2024- , changing the title of City Supervisor to City Administrator and Deputy City Supervisor to Deputy City Administrator; and

WHEREAS, the titles City Supervisor and Deputy City Supervisor are cited in various sections throughout the Moscow City Code; and

WHEREAS, Council desires the Moscow City Code to be consistent and wishes to change all references of City Supervisor to City Administrator and Deputy City Supervisor to Deputy City Administrator;

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

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

SECTION 2: That Title 1, Chapter 11, Section 11-11 of the Moscow City Code be, and the same is hereby amended to read as follows:

…

Sec. 11-11. Appeal.

Any person shall be entitled to appeal an isolation order or quarantine order, or to request a modification of any provision of such order by filing a written appeal with the City Clerk. Such appeal, unless a different appeal process is designated by the emergency order or by Resolution of the City Council, shall be heard by City Council at their next scheduled meeting, or, if no meeting is scheduled during the term of the isolation order or quarantine order, the City Council may schedule an emergency meeting to hear the appeal. The decision by the City Council shall be final. If the City Council is unable to schedule an emergency meeting where a quorum will be present, and the appellant requests expedited review, then the City Administrator~~Supervisor~~ or designee may review such appeal and issue a written decision. The City Administrator~~Supervisor~~'s or designee's decision may be appealed by filling a written appeal with the City Clerk. The Mayor and Council President will review the written appeal and determine whether the City Administrator~~Supervisor~~'s or designee's decision should be upheld or reversed. The decision of the Mayor and Council President shall be final.

(added Ord. 2020-03, 03/20/2020; 2021-02, 01/19/2021)

…

SECTION 3: That Title 2, Chapter 3, Section 3-1 of the Moscow City Code be, and the same is hereby amended to read as follows:

…

Sec. 3-1. Appointment by Mayor.

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

Ref. Idaho Code § 50-204

(Ord. 2009-04, 02/02/2009; 2021-09, 07/19/2021)

…

SECTION 4: That Title 5, Chapter 3, Sections 3-23 A. and 3-34 of the Moscow City Code be, and the same is hereby amended to read as follows:

…

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

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

…

Sec. 3-34. Rules and Regulations.

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

(Ord. 2009-04, 02/02/2009; 2021-09, 07/19/2021)

…

SECTION 5: That Title 5, Chapter 7, Section 7-4 E. of the Moscow City Code be, and the same is hereby amended to read as follows:

…

Sec. 7-4. Immediate Repair.

…

E. Should the property owner fail to pay said bill in full within thirty (30) days of receipt thereof, a fourteen percent (14%) per annum finance charge shall be assessed to said bill at the annual percentage rate, during the period the bill remains unpaid. The City Administrator~~Supervisor~~ is hereby authorized to approve a payment contract not to exceed six (6) months in duration and requiring the fourteen percent (14%) per annum finance charge. Should the property owner fail to enter into and fulfill a payment contract, said costs (including financing charges estimated to the tax payment date) shall be forwarded to the County Treasurer and

Assessor for inclusion with property taxes for the property in question pursuant to State law. Said assessment shall constitute a lien on said property.
(Ord. 85 07, 7/1/85)
…

SECTION 6: That Title 5, Chapter 16, Section 16-10 B. of the Moscow City Code be, and the same is hereby amended to read as follows:
…
Sec. 16-10. Appeals.
…
B. At the appeal hearing before the Council, the applicant or person appealing shall be entitled to appear in person and offer evidence pertinent to the denial, suspension or revocation or may appear through legal counsel. The Clerk, a Designated City Official, and/or legal counsel for the City shall likewise be entitled to appear at the hearing and offer evidence in support of the denial, order of suspension or revocation. The City Administrator~~Supervisor~~ shall be responsible for choosing the Designated City Official.
…

SECTION 7: That Title 5, Chapter 19, Sections 19-3 A. and F. and Section 19-6 of the Moscow City Code be, and the same is hereby amended to read as follows:
…
Sec. 19-3. Definitions.
…
A. *Administrator or Stormwater Administrator*. The person ~~serving under the direction of the Deputy City Supervisor~~ designated by the City and who is charged with supervising and overseeing the City's Stormwater Division, the Stormwater Control System, and the City's system of stormwater user fees.
…

F. Stormwater Review Board. A group of people chosen by the ~~Deputy City Supervisor~~ Mayor to review appeals of the Stormwater Administrator's user fee determination.
…

Sec. 19-6. Stormwater Division Administration.
~~A. Stormwater Division Administration. The Stormwater Division shall be administered under the direction of a Deputy City Supervisor. The Stormwater Division will be administered in a manner similar to the City's existing Public Utilities.~~
~~B~~A. Stormwater Administrator. The City shall designate a Stormwater Administrator who shall be responsible for the supervision, administration, and operation of the Stormwater Division, Stormwater Control System, and Stormwater User Fees. ~~The Stormwater Division, Stormwater Control System, and City system of stormwater user fees shall be under the supervision of the Stormwater Administrator who shall serve in such capacity under the direction of the Deputy City Supervisor who is charged with supervising and overseeing the City's Stormwater Division.~~
~~C~~B. Annual Reports. In order for the City Council to exercise its authority under I.C. § 50 1031, the Stormwater Division shall provide the Council with an annual report of the activities

funded by stormwater user fees during the preceding year and a projection of the upcoming year's expenditures.

…

SECTION 8: That Title 7, Chapter 9, Section 9-3 A. of the Moscow City Code be, and the same is hereby amended to read as follows:

…

Sec. 9-3. Cross-Connections.

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

…

SECTION 9: That Title 9, Chapter 9, Section 9-2 J. of the Moscow City Code be, and the same is hereby amended to read as follows:

…

Sec. 9-2. Definitions.

…

J. *Director*. City Administrator~~Supervisor~~.

…

SECTION 10: That Title 10, Chapter 5, Sections 5-14 E.3. and E.5 of the Moscow City Code be, and the same is hereby amended to read as follows:

…

Sec. 5-14. Wild or Vicious Animals.

…

E. 3. The owner of the animal shall then have two (2) days (excluding weekends and holidays) to file a written appeal of the decision with the Chief of Police. The appeal shall be heard by the City Administrator~~Supervisor~~ or such official or hearing officer as the City Administrator~~Supervisor~~ may designate to conduct a hearing on the matter within five (5) days (excluding weekends and holidays) of the appeal.

…

E. 5. The written decision of the City Administrator~~Supervisor~~ or the City Administrator~~Supervisor~~'s designee on appeal shall be final (unless stayed by court action), and shall be implemented unless the decision is appealed to the local district court within two (2) days (excluding weekends and holidays).

…

SECTION 11: That Title 10, Chapter 16, Sections 16-6 B.1., C.1., and C.3. of the Moscow City Code be, and the same is hereby amended to read as follows:

…

Sec. 16-6. Removal of Graffiti by Property Owner or City.

…

B. Right of City to Remove.

1. Use of Public Funds. Whenever the City becomes aware or is notified and determines that graffiti is located on publicly or privately owned property viewable from a public or place open to the public, the City shall be authorized to use graffiti or other public funds for the removal of the graffiti, or for the painting or repairing of the graffiti, but shall not authorize or undertake to provide for the painting or repair of any more extensive an area than that where the graffiti is located, unless the City Administrator~~Supervisor~~ or designee determines, in writing, that a more extensive area is required to be repainted or repaired in order to avoid an aesthetic disfigurement to the neighborhood or community, or unless the property owner or responsible party agrees to pay for the costs of repainting or repairing the more extensive area.

…

C. Abatement and Cost Recovery Proceedings.

1. Notice of Due Process Hearing. The City Administrator~~Supervisor~~ or designee, serving as the Hearing Officer, shall provide the property owner of record and the party responsible for the maintenance of the property, if a person different than the owner, not less than forty-eight (48) hours notice of the City's intent to hold a due process hearing at which the property owner or responsible party shall be entitled to present evidence and argue that the property does not constitute a public nuisance. If the owner of record cannot be found after a diligent search, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten (10) days and publication thereof in the Official Newspaper.

…

C.3. Eradication Effort. Not sooner than the time specified in the order of the Hearing Officer, the City Administrator~~Supervisor~~ or designee shall implement the eradication order and shall provide an accounting to the owner and the responsible party of the costs thereof.

…

SECTION 12: That Title 10, Chapter 17, Section 17-12 of the Moscow City Code be, and the same is hereby amended to read as follows:

…

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

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

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

(Ord. 2005-05, 01/18/2005; 2021-09, 07/19/2021)

…

SECTION 13: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of the remaining provisions. The remaining chapters and sections of Title 1, Title 2, Title 5, Title 7, Title 9 and Title 10 shall be in full force and effect.

SECTION 14: EFFECTIVE DATE. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Moscow. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication according to law.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	________	________	________	________
Drew Davis	________	________	________	________
Sandra Kelly	________	________	________	________
Gina Taruscio	________	________	________	________
Julia Parker	________	________	________	________
Bryce Blankenship	________	________	________	________

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of ___________, 2024.

____
Arthur D. Bettge, Mayor

CERTIFICATION and **ATTESTATION**. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _______________, 2024.

____
Laurie M. Hopkins, City Clerk

ORDINANCE NUMBER 1001

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO TO AID THE EFFICIENT OPERATION OF CITY GOVERNMENT BY CREATING THE OFFICE OF ADMINISTRATIVE ASSISTANT FOR SAID CITY; PROVIDING FOR THE APPOINTMENT AND REMOVAL OF SUCH OFFICER, DEFINING HIS DUTIES; PROVIDING FOR A SEVERANCE AND SAVINGS CLAUSE; AND PROVIDING FOR THE PASSAGE AND EFFECTIVE DATE OF THIS ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MOSCOW, IDAHO:

SECTION 1: In order to aid the efficient operation of the City Government, there is hereby created the office of Administrative Assistant for the City of Moscow, Idaho; such officer may be appointed by the Mayor by and with the consent of the Council. He may be removed at the pleasure of the Mayor and by and with the consent of the City Council. His duties are as herein set forth:

A. He shall make and keep up to date an inventory of all property, real and personal, owned by the City. He shall act as purchasing agent for the purchase of all supplies, goods, wares and merchandise, equipment and material which may be required for the various departments, divisions, or services of said city, subject to the approval of the Mayor and Council.

B. Cause to be prepared and submitted to him by each department, division or service of the city government, itemized annual estimates of expenditures required by any of them and submit a report thereof to the Mayor and Finance Committee, with his recommendation, prior to the passage of the annual appropriation ordinance.

C. To serve as public relations officer of the City government, to endeavor to adjust all complaints filed against any employee, department, division or service thereof, and cooperate with all community organizations whose aim and purpose is to advance the best interest of the city and its people.

D. To attend all meetings of the City Council with the duty of reporting any matter concerning city affairs under his supervision or direction.

E. To analyze the functions, duties and activities of the various departments, divisions and services of the city government and of all employees thereof and to make his recommendations to the Mayor. To carry out the Mayor's recommendations in coordinating the administrative functions and operations of the various departments.

F. To procure facts and submit long range improvements to the City Engineer, Planning Commission, the Mayor and Council.

G. That all of the above duties shall be under the supervision and direction of the Mayor in carrying out the orders of the Mayor, but that he shall in no way impede the functions of or replace any officer, department or board whose duties are prescribed by state statute.

H. That he shall carry out such other duties and functions as prescribed by the Mayor and City Council.

SECTION 2: The Administrative Assistant shall act as the agent of the Mayor in the discharge of his duties of superintending and control of all of the officers and affairs of the City, as provided by a statute, and that he shall have no power to exercise any policy-making or legislative functions whatsoever nor commit or bind the Mayor or City Council or any member thereof to any action, plan or program requiring official action by the Mayor and Council.

SECTION 3: If any section, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses or phrases of this ordinance, or the ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of such section, sentence, clause or phrase.

SECTION 4: This ordinance shall be in full force and effect after its enactment as provided by law.

PASSED AND APPROVED this 6 th day of April, 1959.

Mayor

ATTEST:

City Clerk

1st. reading - March 24, 1959
2nd. reading & passed - April 6, 1959
Published - April 11, 1959

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 26, 2024

AGENDA ITEM TITLE

School Resource Officer Memorandum of Understanding (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

For over 24 years, the Moscow Police Department has employed a School Resource Officer (SRO) to provide a law enforcement presence and additional resources to the Moscow School District (MSD) to assist in providing and maintaining a safe and healthy student environment. The City and MSD jointly fund the SRO position. The existing SRO agreement will expire at the end of September and staff has prepared a new agreement continuing the same terms and conditions as the prior agreement for the Council's consideration. The MOU has been reviewed and approved by the MSD administration.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the MOU with the Moscow School District to jointly fund the School Resource Officer position; or take other action as deemed appropriate.

STAFF RECOMMENDATION

Recommend approval of the MOU with the Moscow School District to jointly fund the School Resource Officer position.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. MOU with MSD for SRO_2024_Draft_8.15.24

MEMORANDUM OF UNDERSTANDING
FOR PROFESSIONAL SERVICES BETWEEN
CITY OF MOSCOW, IDAHO AND
MOSCOW SCHOOL DISTRICT NO. 281

THIS MEMORANDUM OF UNDERSTANDING FOR PROFESSIONAL SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND MOSCOW SCHOOL DISTRICT NO. 281 (hereinafter "MOU"), dated this _____ day of _____________, 2024, is made and entered into by and between the City of Moscow, Idaho, 206 East Third Street, Moscow, Idaho, 83843, a municipal corporation of the State of Idaho (hereinafter "CITY") and Moscow School District No. 281, 650 North Cleveland, Moscow, Idaho, 83843, a political corporation of the State of Idaho (hereinafter "MSD").

INTRODUCTION

WHEREAS, CITY, through the Moscow Police Department (hereinafter "MPD") has been employing a School Resource Officer (SRO) position for over twenty-four (24) years to provide a law enforcement presence and additional resources to MSD in order to assist in providing and maintaining a safe and healthy student environment; and

WHEREAS, CITY has previously agreed to split the cost of the salary for the SRO position due to MSD's budgetary concerns; and

WHEREAS, MSD and CITY will continue to split the cost of the SRO position, as detailed herein; and

WHEREAS, it is deemed to be in the best interests of CITY and MSD to enter into this Agreement with MSD as hereinafter provided;

NOW, THEREFORE, CITY and MSD, in consideration of the mutual covenants and stipulations set out, do hereby 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:

SECTION 1: TERMS AND CONDITIONS

A. Term: Pursuant to the terms of this MOU, CITY shall designate a police officer to fill the request of MSD for a full-time SRO. This MOU shall commence on the first day of October, 2024 (the Commencement Date), and shall continue per the terms herein for a period of three (3) years, subject to renewal upon written agreement by both Parties.

B. Cost: MSD shall fund fifty percent (50%) of the cost of the SRO position, which shall include the total annual salary, benefits, and overtime.

C. Payment: MSD shall pay to CITY for the work of the SRO in the following manner. MSD shall make such payment in two (2) annual installments; the first installment shall be due the first day of October, and every October 1 this MOU is in effect, which shall be fifty percent (50%) of the budgeted cost of the SRO position, excluding overtime. Said amount will be provided to MSD by the 15th day of September every year this MOU is in effect. The second installment shall be paid by MSD after CITY submits an invoice to MSD for any overtime accrued for each fiscal year. CITY shall provide the request for reimbursement for overtime expenses by October 31 of every year this MOU is in effect. Payment shall be submitted no later than 30 days after receipt of invoice.

D. SRO Scope of Work: The SRO shall be a sworn police officer of the MPD. In addition to the regular duties of a sworn police officer, the SRO shall be available to school staff and shall provide education to classes regarding information pertinent to specific curriculum, as well as act as the key liaison between MPD and MSD. The SRO shall carry out the scope of work in the following ways:

1. Primary contact/liaison between MPD and MSD personnel.
2. Visible at school activities, when available.
3. Work with students who are at risk regarding attendance concerns.
4. Speak to classrooms regarding a variety of subjects, upon staff request.
5. Be visible around school campus before school, after school, and during lunch times.
6. Be the primary officer to respond when criminal acts occur on school property, when available.

E. SRO Uniform and Equipment: The SRO shall wear a standard MPD uniform and will be armed at all times while on duty.

F. Location and Assignment of Work: The SRO will serve all the schools operated by MSD.

G. Standard Operating Procedures for the SRO:

1. The SRO shall strive to follow MSD policies and procedures related to law enforcement action within the schools, however should any of MSD's policies and procedures conflict with CITY personnel policies and MPD policies and procedures, the SRO shall adhere to CITY and MPD policies and procedures.
2. The role of the SRO for MSD is twofold: (a) to function in the schools as a Law Enforcement Officer; and (b) to act as an information resource.
3. The SRO will act as a liaison between MSD staff and MPD. It will be the duty of the SRO to help MSD staff with concerns or problems that might be law enforcement related. The SRO will conduct necessary research and involve appropriate personnel from MPD or the community to resolve concerns or problems raised by MSD.
4. With approval of the SRO's Division Commander and MSD principals, the SRO may attend the following functions in an on-duty, paid status:

   a. PTA meetings;
   b. Staff meetings;
   c. Dances;

d. Sporting events; and

e. Other school related events upon request by MSD or the SRO.

SECTION 2: MODIFICATION AND ASSIGNABILITY OF CONTRACT

This MOU contains the entire agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This MOU may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. MSD and CITY shall not assign any right, duties or obligations under this MOU to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.

SECTION 3: TERMINATION OF MOU

If MSD ceases payment for the SRO, CITY may terminate this MOU in whole or in part at any time before the end of the three (3) year term. CITY will thereafter be entitled to receive payment for those services reasonably performed to the date of termination.

This Agreement is contingent upon CITY and MSD receiving the necessary funding to cover the obligations described herein. In the event that such funding is not received or appropriated, then, and in that event, CITY's and MSD's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.

SECTION 4: ADHERENCE TO LAW REQUIRED

All applicable Federal, State, and Local statutes and regulations are hereby made a part of this MOU and shall be adhered to at all times. Violation of any of these statutes or regulations by CITY and/or MSD shall be deemed material and shall subject CITY and/or MSD to termination of this MOU.

SECTION 5: JURISDICTION AND VENUE

This MOU shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

SECTION 6: INDEMNIFICATION

The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions, and those of its officers and employees acting within the course and scope of their employment.

SECTION 7: LEGAL FEES

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

SECTION 8: NOTICE

All communication or notification to be given pursuant to this MOU shall be given to the following:

MSD:	CITY:
Superintendent	Chief of Police
Moscow School District	City of Moscow
650 North Cleveland Street	206 East Third Street
Moscow, Idaho 83843	Moscow, Idaho 83843

SECTION 9: NO JOINT VENTURE

Nothing contained in this MOU shall be in any way construed as creating a separate legal entity, or expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship.

SECTION 10: INTERPRETATION

As a further condition of this MOU, CITY and MSD acknowledge that this MOU shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.

SECTION 11: AUTHORITY TO EXECUTE

IN WITNESS WHEREOF, the undersigned Parties to this Agreement, by and through their respective representatives, certify that (1) this Agreement has been validly executed and delivered; (2) they have been granted the authority to sign this document on behalf of their respective entities; and (3) this Agreement constitutes a valid binding agreement of such Parties enforceable in accordance with its terms.

This Agreement may be executed in multiple counterparts that are provided to the other Parties by electronic mail transmission of a copy of the executed document in .pdf format, each of which shall constitute an original and all of which together shall constitute one in the same instrument. This Agreement may also be executed by the use of electronic signatures pursuant to Idaho Code §28-50-107.

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

MSD:

____
Shawn Tiegs, Superintendent

CITY:

____
Arthur D. Bettge, Mayor

ATTEST:

____
Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _______ day of ___________________, 2024, before me, a Notary Public in and for said State, appeared Shawn Tiegs, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

____
Notary Public for the State of Idaho
Residing at___________________________
My commission expires_________________