

Public Works / Finance Committee



Regular Meeting
~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, May 12, 2025

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 council committee meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website and the City's YouTube channel. Thank you for your interest in City government.

REGULAR AGENDA

- 1. Approval of Public Works/Finance Committee April 14, 2025 Minutes (ACTION ITEM) - Laurie M. Hopkins**
- 2. Disbursement Report April 2025 (ACTION ITEM) - Sarah Decker**
Presentation of the Accounts Payable Report for the month ending April 2025.
ACTION: Accept the Disbursements Report for the month of April 2025.
- 3. Resolution for the Destruction of City Records (ACTION ITEM) - Laurie M. Hopkins**
In 2021, the City Council adopted Resolution 2021-27 classifying City records as temporary, semi-permanent, and permanent, each with a retention period. Idaho Code 50-907 allows for the destruction of temporary and semi-permanent records according to the retention schedule and the adoption of a resolution listing the various types of records. City departments have reviewed their current records to recommend documents for destruction. The proposed Resolution is based upon the review by participating departments and the list has been reviewed by the City Attorney.
PROPOSED ACTIONS: Recommend approval of the resolution for destruction of City records, or provide staff further direction.
- 4. Camp Moscowanna Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona**
The Moscow Chamber of Commerce + Visitor Center is hosting Camp Moscowanna on Saturday, June 14th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This summer camp-themed event is designed to evoke the nostalgia of family-friendly gatherings and will feature: up to eight retail and/or street game vendors, up to eight food vendors, and up to ten beer/wine vendors. The event has been reviewed and approved by staff as of March 27, 2025. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Camp Moscowanna 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 the 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 Camp Moscowanna for the duration of the event; or provide staff with further direction.

5. Moscow Rugby Block Party Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

Moscow Rugby is hosting an End-of-Season block party for its club on Saturday, May 31st, from 5 pm to 8 pm on Second Street between the alley and Washington Street. Moscow Rugby is working with one licensed alcohol provider for the block party. The event has been reviewed and approved by staff as of April 8, 2025. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Moscow Rugby 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 the 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 Moscow Rugby End-of-Season block party for the duration of the event; or provide staff with further direction.

6. Lot Line Adjustment for 415 Ryan Lane and 2524 Itani Drive (ACTION ITEM) - Mike Ray

The applicants, Rafik Itani and Jesse Flowers, are requesting a lot line adjustment between two properties located at 415 Ryan Lane and 2524 Itani Drive. The proposed lot line adjustment would increase the lot addressed as 2524 Itani Drive from 11,969 sf to 12,218 sf and decrease the lot addressed 415 Ryan Lane from 8,920 sf to 8,670 sf. The applicants are requesting the lot line adjustment to resolve the encroachment of an existing fence belonging to the property owner at 2524 Itani Drive. A single-family dwelling is constructed upon the property at 2524 Itani Drive and a building permit for a single-family dwelling has been applied for on 415 Ryan Lane. The subject properties are located within the Moderate Density, Single Family Residential (R-2) Zoning District which requires a minimum lot area of 7,000 sf and a minimum lot width of 60 feet. The proposed lot line adjustment meets all zoning code requirements including building setbacks.

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

7. Agreement for Construction Engineering and Inspection - Public Avenue Project (ACTION ITEM) - Scott Bontrager

The Idaho Transportation Department (ITD), through the Local Highway Technical Assistance Council (LHTAC), funded a federal-aid project for FY2025 to improve a segment of Public Avenue from Polk St to Lincoln St. The construction contract for the project was awarded by the Idaho Transportation Board in April to Knife River Corporation– Mountain West, in the amount of \$1,814,999.99. A request for qualifications was issued by ITD for construction engineering and inspection on January 13th, 2025, and two qualified engineering firms responded by the January 30th deadline. A five-person panel (two LHTAC engineers and three City Staff) independently rated the statement of qualifications, and a consensus was reached on the selection of HMH Engineering, LLC. The professional services agreement between the City of Moscow and HMH Engineering was negotiated on Monday, April 7th, 2025, in the amount of \$238,002.00. This amount equates to 13.1% of the construction contract amount, which both the LHTAC and City Staff deem reasonable for contract administration and construction inspection on a federal-aid project of this complexity. The agreement has been reviewed and approved by the City Legal Department.

PROPOSED ACTIONS: Recommend approval of the Professional Services Agreement with HMH Engineering LLC.; or provide staff further direction.

8. Approval of EMS Study Professional Service Agreement with Matrix Consulting Group (ACTION ITEM) - Brian Nickerson Fire Chief

Attached for approval is an agreement with Matrix Consulting Group to conduct an EMS study in collaboration with other EMS agencies within Latah County. The purpose of the study is to assess long-term sustainability and develop strategic recommendations for the future. A committee comprised of representatives from the City of Moscow and other Latah County EMS agencies was formed to evaluate ten submissions for this project. Upon completion of the review process, Matrix Consulting Group was selected as the vendor to lead the study. The study is anticipated to be completed at the end of the year.

PROPOSED ACTIONS: Recommend approval of EMS Study professional services agreement with Matrix Consulting Group or provide staff further direction.

9. Stormwater Code Amendments and Standards Adoption (ACTION ITEM)- Ty Thompson

The City of Moscow has been issued a National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) Permit by the United States Environmental Protection Agency, which is administered by the Idaho Department of Environmental Quality. To comply with the MS4 Permit, the City must maintain relevant ordinances and/or regulatory mechanisms to control surface water runoff and pollutant discharges into and from its MS4. Additionally, to comply with the Permit, the City must develop, implement, and maintain written escalating enforcement response policies (ERPs) that address noncompliance with stormwater regulations, and must maintain written specifications that address the proper installation and maintenance of Best Management Practices (BMPs) during and after construction activities.

The current City Code related to stormwater is found in several separate chapters and is insufficient to meet all requirements of the MS4 Permit. The attached proposed Ordinance repeals relevant City Code sections and creates a new chapter, Title 5, Ch. 15 – Stormwater Regulations, which fills any regulatory gaps and brings all stormwater regulations into one City Code chapter. The attached proposed Resolution authorizes the implementation of three required stormwater ERPs and adopts the City of Moscow Stormwater Best Management Practices Handbook as the specifications for pre- and post-construction BMPs.

PROPOSED ACTIONS: Recommend approval of the proposed Ordinance and Resolution, or provide staff further direction.

10. Master Agreement for Services with the University of Idaho (ACTION ITEM) - Bill Belknap

The City of Moscow provides the University of Idaho with various public safety services under an existing Master Services Agreement that will expire on September 30th of this year. The City and University have negotiated an updated agreement to continue to provide these services, which includes more detailed and updated service descriptions, an updated annual fee and annual fee escalator, and a three-year term with the option to renew for one additional three-year term. The proposed agreement has been approved by the University and is now before the Council for review and approval.

PROPOSED ACTIONS: Recommend approval of the Master Agreement for Services, or provide staff further direction.

ADJOURN

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

Public Works / Finance Committee



Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, April 14, 2025

4:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Hailey Lewis, Gina Taruscio, Bryce Blankenship

OTHERS: Mayor Art Bettge, Julia Parker, Drew Davis

STAFF: Bill Belknap, Cody Riddle, Mia Bautista, Laurie M. Hopkins, Sarah Decker, Tyler Palmer, Bob Buvel, Amanda Argona, Megan Cherry, Mike Ray, David Schott

REGULAR AGENDA

1. Approval of Public Works/Finance Committee March 10, 2025 Minutes (ACTION ITEM) - Laurie M. Hopkins

The minutes were approved as presented.

2. Disbursement Report March 2025 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending March 2025.

ACTION: Accept the Disbursements Report for the month of March 2025.

Decker introduced the item by going through the major expenditures which included payroll, second insurance premium payment and A Street reconstruction retainage payment. Discussion ensued regarding insurance increases. The Committee accepted the disbursement report.

3. Second Quarter Financial Report January 1, 2025 to March 31, 2025 for FY2025 (ACTION ITEM) - Sarah Decker

Presentation of the financial report for the Second Quarter of Fiscal Year 2025 (January 1, 2025 to March 31, 2025).

PROPOSED ACTIONS: Recommend approval of the FY2025 Second Quarter Financial Report, or provide staff further direction.

Decker introduced the item explaining at this point percentages should be close to 50%. There is an increase in operations versus transfers because during the 2024 audit, determined internal service charges should be in charges for service rather than transfers. This will be more noticeable as the year progresses. Capital is low but it is the very beginning of the construction season. The Committee recommended approval of the report.

4. Artwalk Season Finale Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

The City of Moscow Arts Department is hosting the Artwalk Season Finale on Thursday, June 26th, from 4:00 pm to 8:00 pm on Main Street between 3rd and 6th Streets. This annual event concludes the 2024-2025 Artwalk Season in an artistic and festive manner. As a City-hosted event, the Arts Department has facilitated the registration of Main Street vendors and demonstrators, as well as business and non-profit host locations. No more than 5 (five) licensed vendors will be authorized for beer/wine sales, and a variety of activities will take place including live music, Kidwalk, food sales, art

demonstrations, and more. The event has been reviewed and approved as of February 25, 2025. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Artwalk 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 the Artwalk Season Finale for the duration of the event; or provide staff further direction.

Argona introduced the item as written above. Beer and wine vendors are limited to five. The Committee recommended approval and that it be placed on the Council consent agenda.

5. Moscow Renaissance Fair Alcohol Use Request in East City Park (ACTION ITEM) - Amanda Argona

Moscow Renaissance Fair LLC is hosting the annual Moscow Renaissance Fair on Saturday, May 3 and Sunday, May 4 in East City Park. The applicant anticipates 1 (one) licensed vendor offering beer and wine in the beer garden, which is estimated to be 40'x20' in size. Following standard operating procedures for events with alcohol within a City Park, Moscow Renaissance Fair LLC is requesting the allowance of attendees to possess and consume alcoholic beverages within the beer garden from 12:00-8:00 pm on Saturday and 12:00-5:00 pm on Sunday. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration to permit this typically prohibited activity.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the possession and consumption of alcoholic beverages in the designated beer garden in East City Park for Moscow Renaissance Fair for the listed dates and times during the event; or provide staff with further direction.

Argona introduced the item as written above. Having no questions, the Committee recommended approval and that it be placed on the Council consent agenda.

6. Miicor purchase agreement for Barracuda XDR computer, network, and email security services (ACTION ITEM) - Chris Caylor

Staff is requesting authorization for the purchase of enhanced endpoint, server, network, and email security software, and a 24-hour per-day monitoring solution. This specific expense was not anticipated in the FY2025 Budget, but staff have identified savings within the IS Fund, including non-renewal of other software applications and equipment replacements to fund this purchase. The 3-year agreement for this solution is \$35,873.32 per year for a total commitment of \$107,619.94, subject to annual Council appropriation each year.

PROPOSED ACTIONS: Approve the agreement with Miicor Inc. for the purchase of Barracuda XDR licensing and security services; or provide staff further direction.

Belknap introduced the item as written above. Lewis commented while it may be an unanticipated expense, it is more expensive to remedy an outage or compromised system. This program utilizes the same agent the City was using under a separate vendor. Half the savings are from the security program that won't be renewed and then some from underutilized software that won't be renewed. The Committee recommended approval and that it be placed on the Council consent agenda.

7. Consideration of Janitorial Bid Results (ACTION ITEM) - David Schott

The City published an invitation to bid for custodial services for certain City buildings on February 15, 2025 and February 22, 2025. Bid opening for custodial services took place on March 5, 2025, at which time five (5) bids were received. GG Gutters, Inc. dba Creative Cleaning Connections was the low bidder for Module #1, Module #6, and Module #7 in the amount of \$203,513.49 for the three (3) year

proposed agreement from October 1, 2025 through September 30, 2028. EVCAR, Inc. dba Service Master Building Maintenance was the low bidder for Module #2, Module #3, Module #4, and Module #5 in the amount of \$329,568.00 for the three (3) year proposed agreement from October 1, 2025 through September 30, 2028.

PROPOSED ACTIONS: Recommend approval of the low bid from GG Gutters, Inc. dba Creative Cleaning Connections for Module #1, Module #6, and Module #7 in the amount of \$203,513.49 and recommend approval for the low bid from EVCAR, Inc. dba Service Master Building Maintenance for Module #2, Module #3, Module #4, and Module #5 in the amount of \$329,568.00; or provide staff further direction.

Schott introduced the item as written above. A few years ago the buildings were divided up into modules to entice smaller businesses to bid. Module 4 considers the new and remodeled city shop based on square footage. There is a new module for the park restrooms. There is a 13% increase from the previous 3 year term agreement but that contract only had six months of the new police facility and the new bid tally includes the addition of the new city shop. The Committee recommended approval and that it be placed on the Council regular agenda.

8. Lot Line Adjustment for 210 and 214 N Grant Street (ACTION ITEM) - Mike Ray

The applicants, Donna Hime and Mark Townsend, are requesting a lot line adjustment between two properties located at 210 and 214 N Grant Street. The proposed lot line adjustment would increase the lot addressed as 210 N Grant St from 8,410 sf to 8,624 sf and decrease the lot addressed 214 N Grant St from 8,555 sf to 8,339 sf. The applicants are requesting the lot line adjustment to accommodate the construction of a carport/garage. Both properties contain single-family dwellings and are located within the Moderate Density, Single Family Residential (R-2) Zoning District which requires a minimum lot area of 7,000 sf and a minimum lot width of 60 feet. The proposed lot line adjustment meets all zoning code requirements including building setbacks.

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

Ray introduced the item as written above. Straight lines adjustments are more common, but this application is two neighbors working together. Processing of these requests, depending on when the applicant submits all materials and if they are adequate enough, usually takes about 3-4 weeks. This includes Planning review as well as Engineering for legal description review. The Committee recommended approval and that it be placed on the Council consent agenda.

9. Woodbury Lots 1, 2, 3, and 4, Block 5, Lot Line Adjustment (ACTION ITEM) – Mike Ray

The Woodbury 1st Addition is a subdivision and Planned Unit Development (PUD) that received final approval from the City Council on October 17, 2022. The development includes 79 lots ranging from 3,823 to 16,321 square feet in size and is the first phase of a master-planned subdivision that has a new urbanist design. Slonaker Drive has been extended into the subdivision and the infrastructure for the first phase of the subdivision has been constructed which includes Woodbury Drive and Picotee Circle. There are currently approximately 15 single-family homes that are under various stages of construction. On April 1, 2025, the applicant submitted a Minor PUD amendment to consolidate four lots into three lots to accommodate larger house plans of lots identified as “Estate” lots. On April 9, 2025, staff administratively approved the proposed Minor PUD amendment and the applicant has subsequently requested a lot line adjustment in order to complete the process. The existing lots are Lots 1, 2, 3, and 4 of Block 5, which are currently 16,322 sf, 11,655 sf, 11,294 sf, and 10,917 sf in size. The proposed lot line adjustment would consolidate the four lots into three lots of 22,215 sf, 17,857 sf, and 10,115 sf in size. The proposed lot line adjustment is consistent with what has been approved through the Minor PUD amendment process.

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

Ray introduced the item as written above. The idea is to transition from larger lots on Slonaker to smaller lots into the core of the subdivision. There is substantial slope on the south side of lot 1. The developer is requesting the adjustment with the intention of building custom homes and this will facilitate the sell of the lot.

Taruscio felt a transition from large lots to smaller makes good sense. In response to a question by Lewis, Ray explained this is the first requested change other than the phasing. It is common for PUD's to go through minor changes which are processed administratively. The most changes requested with PUD's are regarding set back requirements and happen as development occurs. The Committee recommended approval and that it be placed on the Council consent agenda.

10. Request for Waiver of Thatuna Right of Way Improvements (ACTION ITEM) - Bob Buvel

Alison Tompkins is the potential buyer of Parcel RPM00000080106 (933 N Mountain View Rd) in the City of Moscow and has plans to construct a single family home on the parcel. The north boundary of the parcel abuts the 60' wide right-of-way of Thatuna Avenue, which is currently unimproved land. On March 10, 2025 the City received a letter from Alison Tompkins requesting a waiver of the requirement to improve Thatuna Avenue Right-of-Way, citing significant cost and a lack of intent to construct the remaining portion of the undeveloped right-of-way. The applicant has estimated the Thatuna frontage improvement construction cost would be approximately \$107,000. Frontage improvements would still be required on Mt. View and the applicant has not requested a waiver from those requirements. Approval of the waiver would not prevent the future extension of Thatuna adjacent to the subject property, where adequate right-of-way exists. This could be required in association with further development, or as part of a City-initiated project.

PROPOSED ACTIONS: Consider the request for waiver of public improvements to Thatuna Avenue and recommend approval of the waiver request; recommend denial of the waiver request; or provide staff further direction.

Buvel introduced the item as written above. . To construct the road to a collector street, it would require retaining walls, which can get expensive. An example would be the intersection of A and C Streets. Another option for constructing the improvements would be using a 2:1 fill slope, rather than retaining walls, however additional slope easement would be required and would have a significant impact on the subject property. A current cost summary to construct Thatuna from Ponderosa to Mountain View would be \$1.5 million with \$255,000 being Thompkins's portion. The property owner west of the subject property asked for a waiver from street improvements on Thatuna in 2011. A waiver was issued due to the unique topography and the significant cost of this section of roadway, especially when the City wasn't ready to construct the roadway in the near future. A waiver does not mean Thatuna will never be improved. It does release the property owner from building the frontage improvements. The right-of-way is not being vacated. When the City decides to construct Thatuna, it would be fully funded by the City. The applicant is not asking for a waiver from the Mountain View Road frontage but the City is working on Mountain View Road improvements for construction in 2026.

Public improvements are triggered when a building permit is applied for. If the waiver is granted, the city waives the right to require the owner to construct those improvements. Staff would not suggest vacating as this particular right-of-way is loaded with utilities, sewer services, a public water line and as the northeast is developed, it could be needed for future options. The development of this portion of Thatuna is not currently in the capital improvement plan. Lewis felt the 2011 waiver decision is influencing this waiver as this would only be approximately 1/5 of the road. Lewis added she likes infill, especially on a

unique lot. Blankenship said he is ok with approving the waiver, especially after staff's further explanation.

The Committee forwarded the item to the full council on regular agenda with no recommendation.

ADJOURN

The meeting closed at 4:53 p.m.

DRAFT

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 12, 2025



AGENDA ITEM TITLE

Disbursement Report April 2025 (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending April 30th, 2025. A summary of the major expenditures has been approximated by category and represents 96% of the total expenditure of \$4,063,641.91.

Payroll	\$1,264,720.00
Professional Services	\$325,225.00
Sanitation	\$348,824.00
Capital Outlay	\$696,617.00
Capital Outlay - Improvement	\$494,117.00
Capital Outlay - Vehicles	\$83,355.00
Supplies	\$122,948.00
Utilities	\$83,419.00
Contractual Payments	\$446,547.00
ACH Wells Fargo	\$49,621.00
Total	\$3,915,393.00

REVIEWED BY

PROPOSED ACTIONS

ACTION: Accept the Disbursements Report for the month of April 2025.

STAFF RECOMMENDATION

Accept the Disbursements Report for the month of April 2025.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. April Revenue Report 2025
2. Cash & Investments Balances - April 2025
3. Disbursement Report - April 2025

4. Major Expenditures Report April 2025

RECEIPTS REPORT FOR APRIL 2025

FUND NAME		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	39,101.28	139,308.16	96,343.57	776,471.05	145,803.52	17,396.78	87,151.99	45,412.31	0.00	5,195.73	1,352,184.39
105	STREETS	114,036.79	0.00	0.00	231,856.64	0.00	0.00	0.00	866.96	0.00	0.00	346,760.39
120	RECREATION AND CULTURE	0.00	0.00	75.00	0.00	87,920.13	0.00	0.00	-131.47	401.50	0.00	88,265.16
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	9,068.75	0.00	0.00	0.00	0.00	0.00	0.00	9,068.75
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,770.59	0.00	0.00	0.00	0.00	36.62	1,807.21
220	WATER	0.00	0.00	0.00	0.00	594,670.89	0.00	1,357.71	387.74	0.00	0.00	596,416.34
230	SEWER	0.00	0.00	0.00	0.00	1,021,375.71	0.00	1,714.34	138.12	0.00	0.00	1,023,228.17
235	STORMWATER	0.00	0.00	0.00	0.00	62,091.73	0.00	0.00	-11.87	0.00	0.00	62,079.86
240	SANITATION	0.00	0.00	0.00	0.00	489,509.54	0.00	0.00	0.00	0.00	0.00	489,509.54
290	FLEET	0.00	0.00	0.00	0.00	86,492.25	0.00	0.00	0.00	0.00	0.00	86,492.25
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,456.59	0.00	0.00	5.30	0.00	0.00	139,461.89
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
335	STORMWATER CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	1,800.00	0.00	0.00	0.00	27,636.62	0.00	0.00	0.00	29,436.62
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	2,794.25	0.00	0.00	0.00	2,794.25
590	BOND & INTEREST	5,324.87	0.00	0.00	0.00	0.00	0.00	2,195.06	0.00	0.00	0.00	7,519.93
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		158,462.94	139,308.16	98,218.57	1,017,396.44	2,629,090.95	17,396.78	122,849.97	46,667.09	401.50	5,232.35	4,235,024.75

**City of Moscow
Cash and Investments
Balances as of 4/30/2025**

Fund	Year to Date Balance
General Fund	\$ 6,156,259.88
Street Fund	\$ 2,288,060.92
Recreation & Culture	\$ 1,817,864.05
MSDCP	\$ 135,958.94
1912 Fund	\$ 40,380.57
Transit Center	\$ 48,747.07
Water Fund	\$ 3,188,908.13
Sewer Fund	\$ 4,556,111.50
Stormwater Fund	\$ 515,634.26
Sanitation Fund	\$ 2,461,626.96
Fleet Fund	\$ 6,172,400.92
Information Systems	\$ 2,859,446.43
Water Capital	\$ 8,234,280.48
Sewer Capital	\$ 24,668,689.60
Stormwater Capital	\$ 274,986.79
Capital Projects	\$ 17,592,837.37
Sanitation Capital	\$ 10,842,706.09
LID Construction	\$ 220.21
Hamilton	\$ 795,194.19
Bond & Interest	\$ 1,085,562.56
LID Funds	\$ 14,838.05
Payroll Service	\$ 1,144,293.92
Total Cash & Investments	\$ 94,895,008.89

DISBURSEMENTS REPORT FOR APRIL 2025

DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		4/2/2025	4/9/2025	4/16/2025	4/23/2025	4/30/2025	4/14/2025 4/24/2025	4/9/2025 4/16/2025 4/30/2025 AP 4.9.2025 AP 4.16.2025 AP 4.30.2025	4/28/2025	4/4/2025	4/18/2025	
BATCH #		AP 4.2.2025	AP 4.9.2025	AP 4.16.2025	AP 4.23.2025	AP 4.30.2025	AP 4.4.2025 AP 4.18.2025		AP 4.28.2025	PR 135	PR136	
CHECK #'s		112253-112367	112368-112438	112439-112503	112504-112564	112565-112620	April's CC ACH's	April's ACH's	112462	21650-21651	21652-21653	
Fund #	ACH for Wells Fargo to be Imported						9,165.95					9,165.95
101	GENERAL	41,410.68	7,825.44	211,215.69	14,986.44	49,028.64	14,555.36			354,576.94	382,704.29	1,076,303.48
105	STREETS	75,058.42	10,015.16	1,346.95	3,230.80	11,868.36	238.50			30,557.99	30,998.85	163,315.03
120	RECREATION AND CULTURE	14,936.51	9,552.39	8,500.38	9,866.81	4,260.75	6,660.95		(78.00)	56,050.17	61,693.25	171,443.21
121	MSD COMM. PLAY FIELDS			15,235.97	3.05	970.00	296.72			2,627.91	2,673.16	21,806.81
123	1912 CENTER				10,750.00							10,750.00
128	TRANSIT CENTER	1,102.52	196.64			200.00						1,499.16
220	WATER	119,533.19	19,306.61	19,163.97	21,108.43	22,601.96	(117.61)	134,111.04		50,784.80	52,886.64	439,379.03
230	SEWER	53,476.68	55,876.40	12,903.81	22,815.72	57,754.25	3,241.63	21,488.37		55,839.41	58,404.05	341,800.32
235	STORMWATER	606.18	833.61	4,207.41	213.50	91.58	996.87			18,956.72	18,140.25	44,046.12
240	SANITATION	1,226.87	122,331.24	24.22	16.38			205,004.82		8,625.32	8,791.09	346,019.94
290	FLEET	104,875.13	5,535.96	1,187.42	5,812.38	9,630.97	217.17			13,767.27	14,139.27	155,165.57
295	INFORMATION SYSTEMS	73,967.78	179,180.04		6,984.33	35,873.32	14,365.61			20,675.34	21,827.45	352,873.87
320	WATER CAPITAL PROJECTS	22,745.09		925.11				179.54				23,849.74
330	SEWER CAPITAL PROJECTS	27,311.03		1,590.31		8,168.10		179.54				37,248.98
335	STORMWATER CAPITAL PROJECTS			97.38								97.38
340	SANITATION CAPITAL PROJECTS											0.00
350	CAPITAL PROJECTS	826,351.18		7,375.00	12,039.50	15,143.47		7,968.17				868,877.32
355	LID CONSTRUCTION											0.00
380	HAMILTON - PARKS & REC											0.00
590	BONDS & INTEREST											0.00
	TOTAL	1,362,601.26	410,653.49	283,773.62	107,827.34	215,591.40	49,621.15	368,931.48	(78.00)	612,461.87	652,258.30	4,063,641.91

Major Expenditures for April 2025

Professional Service					
Autobody Super Center	\$ 7,200.00	Finley Buttes Landfill	\$ 122,331.24	Avista Utilities	\$ 83,419.03
Waste Water Treatment Pipe repair		Garbae - March 2025		March 2025	
Blum Construction, LLC	\$ 2,520.00	Latah Sanitation (ACH payment)	\$ 226,493.19		\$ 83,419.03
Refunded monumentation security for Ridgeview 2nd.		Monthly LSI Billing for March 2025	\$ 348,824.43		
Bursar, University of Idaho	\$ 43,838.50			Pavroll	\$ 1,264,720.17
Street Maintenance Agreement 2 of 2 (MS2281)					
Environmental Systems Research Institute, Inc.	\$ 30,200.00			Contractual Payments	
ESRI ArcGIS licensing		Supplies			
Evcar, Inc.	\$ 4,630.17	Consolidated Supply Co.	\$ 13,624.38	Heart of the Arts	\$ 10,750.00
Janitorial Services - April 2025		Trench Shield		Humane Society of the Palouse	\$ 4,846.16
Inland Cellular, LLC	\$ 2,750.00	Hahn Rental Center, Inc.	\$ 3,626.80	Infosend, Inc.	\$ 3,807.18
Fiber Maintenance (Reimburse half cost of fiber rearrangement at F. St Apts)		Jumping jack compact rammer for operators	\$ 5,367.50	Moscow Volunteer Fire Department	\$ 1,750.00
Jess Ford of Pullman	\$ 9,308.25	Ironclad Company		Regional Public Transportation, Inc. - FY25 Q3	\$ 35,082.25
Diagnose/Replace Turbo, cooler core and EGR valve in #5-41T (Ambulance)		Cutter and tube brooms for sweepers	\$ 2,711.25	Whitcom 911	\$ 193,599.86
Motorola Solutions, Inc.	\$ 27,361.34	John S. Poccock, LLC		American Insurance Agency	\$ 10,477.00
ERS Fire & EMS Records Interface MNT, Evidence Barcode & Auditing MNT, Statalink		Salt delivery (36.15 tons @ \$75.00/ea)	\$ 4,314.60	CivicPlus, LLC	\$ 6,028.91
Public Health District 2	\$ 7,704.00	Phillip R. Stradley		Time Clock Plus, LLC	\$ 6,888.00
Inspection Services		Utility Pump Motors	\$ 4,870.00	Gallagher Benefit Services	\$ 3,333.33
Randy Atwood	\$ 5,881.14	RJ Thomas MFG.Co., Inc.		Micor, Inc.	\$ 35,873.32
UB refund for account: 113830-000		Parts for Parks	\$ 7,480.00	Department of Environmental Quality	\$ 446,547.05
SE Moscow Sewer District	\$ 4,300.80	Ennis - Flint, Inc.			
2921 Cyprus Ct. sewer connection fee		Paint for pavement markings (White and Yellow)	\$ 10,629.68	ACH Wells Fargo	
Viva Cleaning Company	\$ 4,263.16	Granich Engineered Products, Inc.		Commercial Card Expense - March 28th	\$ 9,546.75
Janitorial - April 2025		WAS Pumps	\$ 3,057.95	Commercial Card Expense - April 4th	\$ 19,106.67
HDR Engineering, Inc.	\$ 35,607.87	Kent D. Bruce, LLC		Commercial Card Expense - April 11th	\$ 8,596.75
Comp. water and sewer system plans professional services 1.26 - 2.22.2025		Hardware to install MDT's in paramedic vehicles	\$ 6,438.45	Commercial Card Expense - April 18th	\$ 3,204.83
Hexordia, LLC	\$ 12,152.00	KGS Northwest		Commercial Card Expense - April 25th	\$ 9,165.95
GrayKey License		Arma Electric Motor for Aeration Basin	\$ 2,798.84		
Arnett's Professional Lawn Care	\$ 2,780.00	SiteOne Landscape Supply, LLC		\$ 49,621.15	
Maintenance of water department properties		Parks Fertilizer	\$ 2,772.76	Capital Outlay	
SE Moscow Sewer District	\$ 4,300.80	Atlas Sand & Rock, Inc.		Wellens Farwell, Inc.	\$ 422,771.30
2827 Cyprus Ct. sewer connection fee		Rock for Bldg. B utilities	\$ 11,740.00	Pay App #1 for Moscow City Shop Project - March 2025	
Bowman Consulting Group, LTD.	\$ 18,067.50	J.R Simplot Company		Zenner USA, Inc.	\$ 13,831.83
Water, sewer, storm rate study professional services		Chem/Seed	\$ 5,524.68	Meter order to replace dying meters in system	
Idaho State Police	\$ 7,356.25	Nets of America Inc.		Zenner USA, Inc.	\$ 19,326.26
ILETS Whitcom Fees		MSDCP Batting Cages & Bullpen	\$ 6,674.66	Alpha meter deployment order	
Apex Roofing, LLC	\$ 10,725.00	KGS Northwest		Zenner USA, Inc.	\$ 5,844.29
Well #8 roof repair		Actuator for A/B WEIR	\$ 8,853.37	Alpha meter deployment order	
Apex Roofing, LLC	\$ 9,425.00	Oxarc, Inc.		Zenner USA, Inc.	\$ 17,147.23
Well #9 roof repair		Chlorine and so2	\$ 2,729.64	Alpha meter deployment order	
GG Gutters, Inc.	\$ 5,946.28	Superior Flooring, Inc.		Zenner USA, Inc.	\$ 10,080.64
Janitorial Service - May 2025		F33 Lobby Flooring	\$ 2,925.85	2' meters for alpha deployment	
Anatek Labs, Inc.	\$ 3,000.00	Uniform2Gear, Inc.		Zenner USA, Inc.	\$ 5,000.00
SOC samples for Wells #2 and #8 as required by DEQ		Blaker and Snyder (ballistic vests)	\$ 6,131.72	Billing interface for alpha deployment	
HDR Engineering, Inc.	\$ 50,942.30	Geveko Markings, Inc.		RACOM Corporation	\$ 166,525.13
Comp. water & Sewer system plans 2.23.25-3.29.25		White line paint for pavement markings (60 pks @ \$93.50/ea)	\$ 3,142.12	Tait Radio System Project - Milestone - 15% - Upon Completion of the Detail Design	
SE Moscow Sewer District	\$ 4,300.80	Hells Canyon Uplifting & Sales		Ty Eisinger Construction, LLC	\$ 6,875.00
2915 Cyprus Ct. sewer connection fee		Dell docking stations for stock (5 @ \$615.98/ea)	\$ 2,755.50	Sidewalk Program 2025 - Concrete foundation under railing at Edington bridge	
SE Moscow Sewer District	\$ 4,300.80	John S. Poccock, LLC		Motorola Solutions, Inc.	\$ 5,934.90
2909 Cyprus Ct. sewer connection fee		Salt delivery (36.74 tons @ \$75.00/ea)	\$ 4,777.85	Radio Encryption Keyloader	
Viva Cleaning Company	\$ 6,363.16	Phillip R. Stradley		LCA Architects, P.A. (ACH Payment)	\$ 3,017.50
Janitorial Services - May 2025		Spare Drive		W. Palouse River Drive Property Study for Playground & School - Services Feb 2025	
	\$ 325,225.12		\$ 122,947.60		\$ 696,616.52
Capital Outlay - Vehicles					
Jess Ford of Pullman	\$ 42,328.00	Idaho Transportation Department	\$ 450,763.00		
New vehicle #7-05 (Vin1FTVW1BK9SWG00217) with trade for old #7-05		Public Ave LHSIP - Additional money from City to accept low bid from Knife River			
Jess Ford of Pullman	\$ 38,328.00	Motley-Motley, Inc.	\$ 2,873.00		
New vehicle #2-05 (Vin1FTVW1BK3SWG00231) with trade for old #2-05		Pay App 3 for the Carol Brink Pathway Replacement Project - Retainage Correction			
Command Cabinets Direct, LLC	\$ 2,699.00	Great West Engineering, Inc.			
File/Binder drawer for new #5-01 (Fire)		West Palouse River Drive Upgrades Feasibility Study - Services March 16 - April 12 2025	\$ 12,039.50		
		Alta Science and Engineering, Inc.	\$ 15,143.47		
		Progress Report #20 for South Main Pedestrian Underpass TAP Design			
		Ardurra Group, Inc.	\$ 8,168.10		
		Palouse Mall Lift Station - Professional Services for March 2025			
		LCA Architects, P.A. (ACH Payment)	\$ 5,129.75		
		City Shop Facility Design Services Mar 2025	\$ 494,116.82		
Major Expenditures					
			\$ 3,915,392.89	96%	of the total expenditures of
\$4,063,641.91					
Large Expenditures					
Bursar, University of Idaho	\$ 43,838.50	HDR Engineering, Inc.	\$ 50,942.30	Regional Public Transportation, Inc. - FY25 Q3	\$ 35,082.25
Street Maintenance Agreement 2 of 2 (MS2281)		Comp. water & Sewer system plans 2.23.25-3.29.25		FY25 Q3 Smart Transit Installment	
Environmental Systems Research Institute, Inc.	\$ 30,200.00	Jess Ford of Pullman	\$ 42,328.00	Whitcom 911	\$ 193,599.86
ESRI ArcGIS licensing		New vehicle #7-05 (Vin1FTVW1BK9SWG00217) with trade for old #7-05		April - June User Fees	
Motorola Solutions, Inc.	\$ 27,361.34	Jess Ford of Pullman	\$ 38,328.00	Micor, Inc.	\$ 35,873.32
ERS Fire & EMS Records Interface MNT, Evidence Barcode & Auditing MNT, Statalink		New vehicle #2-05 (Vin1FTVW1BK3SWG00231) with trade for old #2-05		Barracuda Managed XDR year 1	
HDR Engineering, Inc.	\$ 35,607.87	Idaho Transportation Department	\$ 450,763.00	Department of Environmental Quality	\$ 134,111.04
Comp. water and sewer system plans professional services 1.26 - 2.22.2025		Public Ave LHSIP - Additional money from City to accept low bid from Knife River		Drinking Water Loan- 2020	
Wellens Farwell, Inc.	\$ 422,771.30	RACOM Corporation	\$ 166,525.13		
Pay App #1 for Moscow City Shop Project - March 2025		Tait Radio System Project - Milestone - 15% - Upon Completion of the Detail Design			
					Total: \$ 1,707,331.91

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 12, 2025



AGENDA ITEM TITLE

Resolution for the Destruction of City Records (ACTION ITEM) - Laurie M. Hopkins

RESPONSIBLE STAFF

Laurie Hopkins, City Clerk

ADDITIONAL PRESENTER(S)

DESCRIPTION

In 2021, the City Council adopted Resolution 2021-27 classifying City records as temporary, semi-permanent, and permanent, each with a retention period. Idaho Code 50-907 allows for the destruction of temporary and semi-permanent records according to the retention schedule and the adoption of a resolution listing the various types of records. City departments have reviewed their current records to recommend documents for destruction. The proposed Resolution is based upon the review by participating departments and the list has been reviewed by the City Attorney.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the resolution for destruction of City records, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the resolution for destruction of City records.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2025-__ Public Record Destruction per Retention Schedule_ final

RESOLUTION NO. 2025 – __

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE CLASSIFICATION AND DESTRUCTION OF CERTAIN TEMPORARY AND SEMI-PERMANENT PUBLIC RECORDS PURSUANT TO IDAHO CODE § 50-907 AND MOSCOW RESOLUTION 2021-27; PROVIDING THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Idaho Code Section 50-907, allows for the classification and retention of certain records as “permanent”, “semi-permanent” and “temporary”; and

WHEREAS, “semi-permanent” records are those which must be retained for a period of not less than five (5) years after the date of issuance or completion of the matter contained within the record; and

WHEREAS, “temporary” records are those which need to be retained for not less than two (2) years and are so classified by the Council; and

WHEREAS, Idaho Code Section 50-907, allows for the City Council to order the destruction of those records which are not considered historical or permanent in accordance with Idaho Code and the City’s records retention schedule as set by Resolution; and

WHEREAS, the records listed herein are only those records which are considered to be “temporary” or “semi-permanent” records pursuant to Idaho Code Section 50-907 and Resolution 2021-27; and

WHEREAS, such temporary or semi-permanent records have been classified as such by the Council hereinbelow; and

WHEREAS, Council has determined that such records have no intrinsic, historical or other value which would preclude their destruction, and upon advice of the City Attorney;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho 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 Resolution.

Section 2: That the following records be classified as temporary and that their destruction is hereby ordered:

Department:

Administration

Public Record Requests and Responses

Alcohol Catering Permits

Business Certificates of Liability

Date of Records:

Through 2022

Through 2022

Through 2022

Commission Applications	Through 2022
<i>Community Events</i>	
Cash Receipts	Through 2022
Bell Brigade Registrations	Through 2022
Poster Contest Entries	Through 2022
City Commission Tabling Registrations	Through 2022
Farmers Market Entertainment Applications	Through 2022
Vendor Surveys	Through 2022
<i>Community Development</i>	
Public Record Requests and Responses	Through 2022
General Administrative Working Files	Through 2022
Grant Documentation for Unfunded Grants	Through 2017
<i>Engineering</i>	
Right of Way Permit Records	Through 2022
Temporary Access/Construction Easement Records	Through 2021
<i>Legal</i>	
Public Records Requests and Responses	Through 2021
<i>Police</i>	
Pawn Receipts	Through 2022
Cash Receipts	Through 2022
Fingerprint Cards	Through 2022
Surveys	Through 2022

Section 3: That the following records be classified as semi-permanent records and that their destruction is hereby ordered:

<u>Department:</u>	<u>Date of Records:</u>
<i>Administration</i>	
Business Licenses (alcohol)	Through 2019
Liability Claim records (including property damage records)	Through 2014
<i>Community Development</i>	
Bond Certificates	Through 2019
Daycare Facility Licenses and Applications	Through 2019
Grant Records for Funded Grants	Through 2017
<i>Community Events</i>	
Release and Hold Harmless Forms	Through 2019
Performance Vendor Program Registrations	Through 2019
Volunteer Registrations	Through 2019
POP Club Program Registrations	Through 2019

Event Applications and Permits Through 2019

Finance

Utility Billing Credits, Adjustments, Cash Receipts and Billing Records Through FY2019
Utility Billing Shut-off Documentation and Water Meter Receipts Through FY2019
Accounts Payable Documentation and Related Reports Through FY2019
Budget Preparation Documentation Through FY2019
Completed Bond Records (excluding ordinance and legal notice) Through FY2019
Cancelled Checks Through FY2019
Check Stubs Through FY2019
Bank Statements Through FY2019
Investment Statements Through FY2019
Employee Time Records Through FY2019
Wage and Tax Statements and W-2's Through FY2019
Payroll Deduction and Month-end Payroll Records Through FY2019
Completed Collection Records Through FY2019
Accounts Receivables Invoices and Cash Receipts Through FY2019

Human Resources

Separated Employee Files Through 2019
Cops Grant & Workers' Comp Information Through 2015
EEOC Claim Through 2001
Workers' Comp Claims Through 2014

Legal

Closed Misdemeanor and Infraction Files Through 2018
LifeLoc Logs Through 2018

Police

Business Licenses (taxi, vendor, solicitor, sidewalk café, pawn, daycare providers) Through 2019
Temporary Parking Permits Through 2019
Law Incident Files Through 2019
Misdemeanor Citations Through 2019
Infraction Citations Through 2019
Auction Records Through 2019
ITD Grants (mobilizations) Through 2019
Car Seat Grants Through 2019
Temporary Discharge of Weapons Through 2019
Noise Exemption Through 2019
Daycare Cover Sheets Through 2019
Credit Card Receipts Through 2019

Internet Crimes Against Children (ICAC) Invoices
Stolen bike reports
Auction bike files

Through 2019
Through 2018
Through 2018

Section 4: That provisions of this Resolution shall be deemed severable and the invalidity of any provisions of this Resolution shall not affect the validity of the remaining provisions.

Section 5: That this Resolution shall become effective as of the date of its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
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 _____, 2025.

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 _____, 2025 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 12, 2025



AGENDA ITEM TITLE

Camp Moscowanna Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Moscow Chamber of Commerce + Visitor Center is hosting Camp Moscowanna on Saturday, June 14th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This summer camp-themed event is designed to evoke the nostalgia of family-friendly gatherings and will feature: up to eight retail and/or street game vendors, up to eight food vendors, and up to ten beer/wine vendors. The event has been reviewed and approved by staff as of March 27, 2025. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Camp Moscowanna 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 the 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 Camp Moscowanna 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 Camp Moscowanna for the duration of the event.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2025 - Camp Moscowanna_final

RESOLUTION NO. 2025-

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, Moscow Chamber of Commerce + Visitor Center (hereinafter “the Event Sponsor”) desires to have its sponsored event, Camp Moscowanna (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 CAMP MOSCOWANNA 2025:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 14th day of June, 2025, from 4:00 p.m. to 8:00 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. City shall be named as an additional insured on the insurance policy of the licensed vendors.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event.
3. 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 ten (10) 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 Administrator – Recreation, Culture, and Employee Services 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. All food sales and service shall have a space no less than ten feet (10') between the approved beer and wine sales and dispensing area and the food sales or service area.
4. The Event Sponsor shall include an identification checking station and its general location on Event Site Map.
5. 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.
6. All beer and wine shall be dispensed in and consumed from the designated Event container.

7. 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.
8. No person under twenty-one (21) years of age shall be allowed to wear the designated wristband at any time during the Permitted Event.
9. 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.
10. Beer and wine shall be sold only within the designated area in The Entertainment District only between the hours of 4:00 p.m. and 8:00 p.m. local time on the 14th day of June 2025, during the Permitted Event.
11. Beer and wine shall be consumed only within The Entertainment District between the hours of 4:00 p.m. and 8:00 p.m. local time on the 14th day of June 2025, during the Permitted Event.
12. 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 _____, 2025.

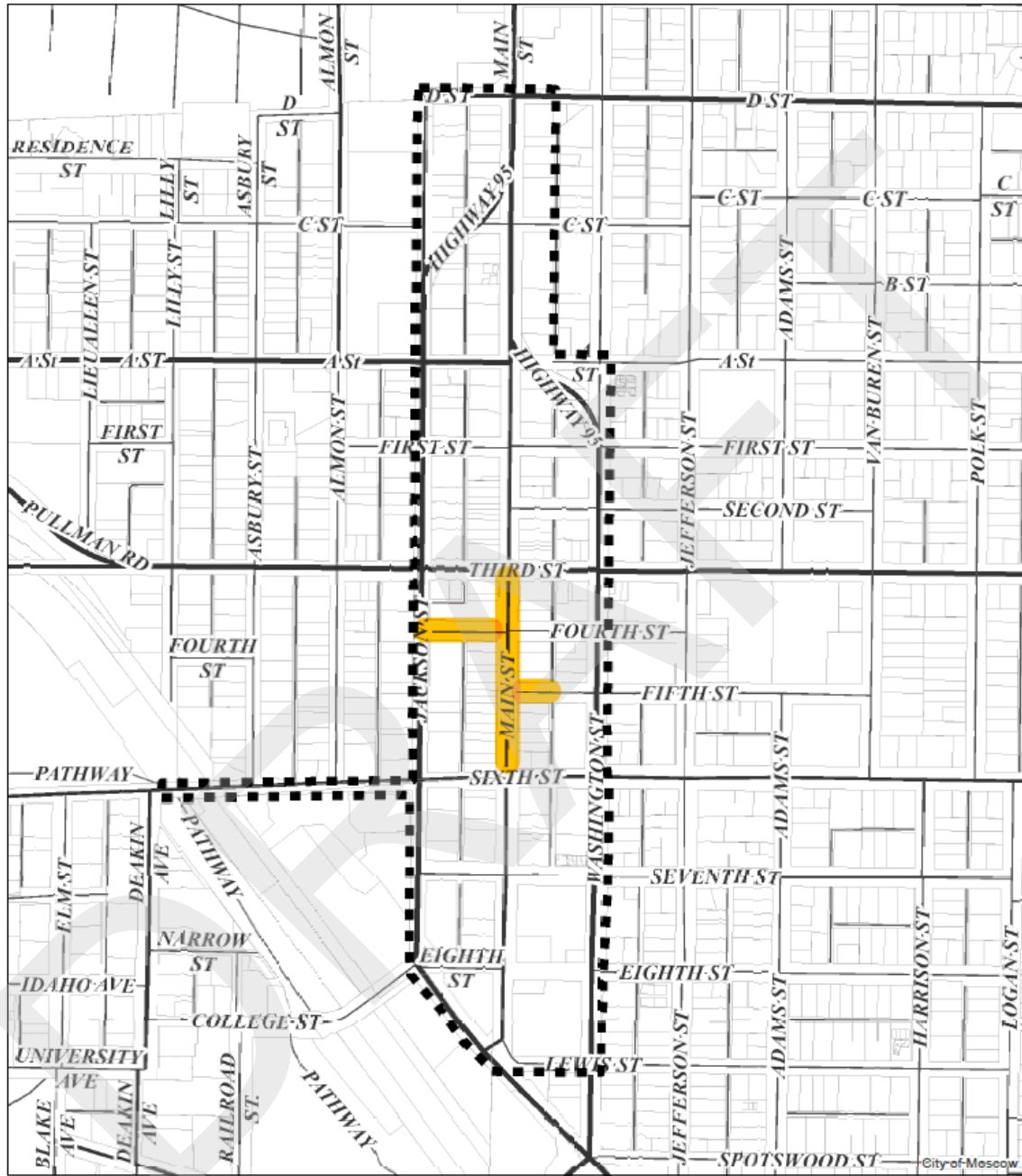
Arthur D. Bettge, Mayor

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 _____, 2025 and attest to the Mayor's signature.


Laurie M. Hopkins, City Clerk

Attachment "A"

Exhibit 'A' - Entertainment District Boundary



Legend

 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 Title 10, 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/Public Works and Finance Committee and City Council. Administrative/Public Works and
Finance 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. Please note this form and the information provided
by you on this form is a public record pursuant to the Idaho Public Records Act under Title 74, Chapter 1 of the Idaho
Code.

- 1. Name of Event: Camp Moscowanna
2. Event Date(s): June 14th 2025
3. Event Location: Main St, 3rd - 6th, 5th to Storm Cellar Alley Way
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.)
Main St, from 3rd- 6th, 5th St to the Storm Cellar Alley, and Far north Jackson St Parking Row.

- 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 on Main Street day of the event.

- 6. Street Closure set-up/Load-in time: 1:00 p.m. Event(s) Start time: 4:00 p.m.
7. Event(s) End time: 8:00 p.m. Street Closure take-down/Load-out time: 9:00 p.m.
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

City of Moscow Community Events Division
EVENT APPLICATION



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. Additional Gargage bins at the event to reliee pressure on the city bins. Volunteers will work to keep bins and waste cleaned up before, during, and after the event.

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.

City of Moscow Community Events Division
EVENT APPLICATION



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/Public Works and Finance 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.
 We will have a live band and DJ at Friendship Square.

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 over 2,000 attendees
Up to 8 food vendors
Up to 10 alcohol vendors
Up to 8 retail or street vendors

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.).

City of Moscow Community Events Division
EVENT APPLICATION



City trash cans and Friendship Square bathrooms.

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: Noelle Borkowski, Sami Martinet
23. Individual Responsible for Event Organization: Noelle Borkowski
24. Individual's Address: 411 S Main St
25. Individual's Day, Message, or Cell Phone Number: 208-997-8124
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: Walter B. Bardi

DATE: 3-24-25

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

<input type="checkbox"/> Community Event without alcohol	<input checked="" type="checkbox"/> Community Event with alcohol	<input type="checkbox"/> Street Parade Event
<input type="checkbox"/> Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)	<input type="checkbox"/> Public Assembly – no fee (march, picket, rally, demonstration, etc.)	<input type="checkbox"/> Residential Neighborhood Block Party Event
Date App Rec'd: <u>3/25/25</u>	Fees Due: \$199 (street closure & permit)	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): 6-14-25 Begin time: 4:00 p.m. End time: 8:00 p.m.

Event Location: Main St from 3rd to 6th, 5th St to Alley

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

Alcoholic Beverages Available No Yes - Purchaser: Multiple Vendors

Live Band Performing No Yes - Group: _____

Describe the event: A summer camp themed block party - Camp Moscowanna

(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: Noelle Borkowski, Sam Martinet

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

Phone Number: 2088821800

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: Noelle Borkowski

Cell- or contact-phone during event. 208-997-8124

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. Please note that this form and the information you provide on this form is a public record pursuant to the Idaho Public Records Act under Title 74, Chapter 1 of the Idaho Code. 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: 3-24-25

APPROVED

DENIED

Date permit valid: 6/14/25

Hours permit valid: 4PM - 8PM

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

Other Conditions: _____

[Signature]
Police Chief or Designee (208) 883-7054



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/2/2025

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 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 207 S Main Street PO Box 8984 Moscow ID 83843		CONTACT NAME: Amanda Nelson PHONE (A/C No, Ext): (208) 882-2814 FAX (A/C, No): (208) 743-3542 E-MAIL ADDRESS: amtroy@troyins.com	
INSURED Moscow Chamber of Commerce 411 South Main St Moscow ID 83843		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 2025-2026 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	ADL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NBP1563070	1/30/2025	1/30/2026	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 - COM/OP AGG \$ Liquor Liability \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			NBP1563070	1/30/2025	1/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ Included in CGL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			CUP1567801	1/30/2025	1/30/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/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 2025
CAMP MOSCOWANNA, JUNE 2025
MOSCOWBERFEST, AUGUST 2025
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/AMN3LS
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ACORD 25 (2014/01)
INS025 (201401)

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Community Events Division Event Application Review

Camp Moscowanna 2025

06/14/2025

4:00 pm - 8:00 pm

Event Name

Date(s)/Time(s)

DEPARTMENT/DIVISION DESIGNEE

EVENT(S) APPROVED/DENIED

Anthony Duff

Moscow Police Department

Officer presence required?

Yes
 No
 N/A

Officers available?

Approve
 Deny
 Yes
 No
 N/A

Dan Ellinwood

Dan Ellinwood (Mar 27, 2025 13:45 PDT)

Moscow Volunteer Fire Department

David R. Schott

David R. Schott (Mar 27, 2025 08:24 PDT)

Parks and Recreation Department

Kyle Rainer

Kyle Rainer (Mar 27, 2025 09:52 PDT)

Community Development-Engineering Division

[Signature]

Public Works-Environmental Services Division

Steve Schulte

Steve Schulte (Mar 27, 2025 08:18 PDT)

Public Works-Streets Department

Street closure required?

Yes
 No
 N/A

ITD permit required?

Approve
 Deny
 Yes*
 No
 N/A

*Application will remain pending until ITD grants applicant a permit

Time of street closure? 1:00pm to 9:00pm

Fees? \$159.00

Start End

Daytime Nighttime

Laura Perrigo

Laura Perrigo (Mar 28, 2025 13:39 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: Camp Moscowanna 2025 Event Date(s): 6-14-25

Event Location: Main St, 3rd to 6th, 5th to alley, and Jackson North parking lot lane.

Event Start time: 4:00 p.m. Event End time: 8:00 p.m.

Individual responsible per Event Application/Parks Reservation: Noelle Borkowski

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] 3-24-2025
Signature of Individual responsible for Event Date

Date Received: 3/25/25 Date non-refundable fee paid: 4/11/25



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

PERMIT NUMBER: CE2025-11
 EVENT DATE: Saturday, June 14, 2025
 EVENT TIME: 4 pm – 8 pm

THIS IS TO CERTIFY THAT
~~Camp Moscowanna~~
 Moscow Chamber of Commerce + Visitor Center
 411 S Main Street
 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 Street from 3rd to 6th Streets including 5th Street to the Alley and first bay of 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 _____, 2025

 (SIGNATURE OF LICENSEE)

 DATE

 (SIGNATURE OF STAFF)

 DATE

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 12, 2025



AGENDA ITEM TITLE

Moscow Rugby Block Party Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

Moscow Rugby is hosting an End-of-Season block party for its club on Saturday, May 31st, from 5 pm to 8 pm on Second Street between the alley and Washington Street. Moscow Rugby is working with one licensed alcohol provider for the block party. The event has been reviewed and approved by staff as of April 8, 2025. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Moscow Rugby 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 the 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 Moscow Rugby End-of-Season block party 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 Moscow Rugby End-of-Season block party for the duration of the event.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2025 - Moscow Rugby Block Party_final

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER 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 prohibits any person from selling, serving, giving away, dispensing, consuming or carrying any beer 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, Moscow Rugby (hereinafter “the Event Sponsor”) desires to have its sponsored event, Moscow Rugby End-of-Season party (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 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 DURING MOSCOW RUGBY END-OF-SEASON PARTY:

Intent:

This Resolution is intended to allow the sale and consumption of beer only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 31st day of May, 2025, from 5:00 p.m. to 8:00 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the licensed vendor has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. 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 one (1) licensed vendor selling beer at the Permitted Event.
2. All beer shall be sold only by the licensed vendor.
3. The 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 the 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.
5. The City shall play no role in determining which vendor 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 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 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 vendor will sell beer, 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 sales area; and (b) the boundaries where the beer shall be consumed. Said site design and any subsequent alterations shall be approved in writing by Moscow Deputy City Administrator – Community Development or their designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer 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 other than within the area designated for beer 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.
5. All beer 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 sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.

9. Beer shall be sold only within the designated area in The Entertainment District only between the hours of 5:00 p.m. and 8:00 p.m. local time on the 31st day of May, 2025, during the Permitted Event.
10. Beer shall be consumed only within The Entertainment District between the hours of 5:00 p.m. and 8:00 p.m. local time on the 31st day of May, 2025, 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 vendor 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	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
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 _____, 2025.

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 _____, 2025 and attest to the Mayor’s signature.


Laurie M. Hopkins, City Clerk

Exhibit 'A' - Entertainment District Boundary



Legend

 Entertainment District Boundary

 N

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 Title 10, 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/Public Works and Finance Committee and City Council. Administrative/Public Works and Finance 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. Please note this form and the information provided by you on this form is a public record pursuant to the Idaho Public Records Act under Title 74, Chapter 1 of the Idaho Code.

- 1. Name of Event: Moscow Rugby End of Season Party
- 2. Event Date(s): Saturday, May 31, 2025
- 3. Event Location: Slice Taphouse
- 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.)

2nd St. between Washington St. and the alley between Washington St. and Main St.

- 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 day of event

- 6. Street Closure set-up/Load-in time: 4pm Event(s) Start time: 5pm

- 7. Event(s) End time: 8pm Street Closure take-down/Load-out time: 9pm

- 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

City of Moscow Community Events Division
EVENT APPLICATION



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.

We will use Slice Taphouse trashcans as well as a few extra trashcans in the street and the city trashcan on the sidewalk. We will empty the city's trash can and dispose of all trash in the Slice

Taphouse dumpster

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.

City of Moscow Community Events Division
EVENT APPLICATION



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/Public Works and Finance 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.

Two microphones and two speakers

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:
400-500 people. No vehicles or animals

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.).

City of Moscow Community Events Division
EVENT APPLICATION



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.

End of season party for players and their families. We will have live band or or other amplified music for entertainment. Slice Taphouse will provide beer which will be consumed in both Slice Taphouse's courtyard and on the sidewalk/street in front of Slice Taphouse.

20. Organization Sponsoring Event: Moscow Rugby

21. Organization Address: 612 Britton Ln., Moscow, ID 83843

22. Organization Officers/Authorized Representatives: Curtis Spencer, President

23. Individual Responsible for Event Organization: Curtis Spencer

24. Individual's Address: 612 Britton Ln., Moscow ID 83843

25. Individual's Day, Message, or Cell Phone Number: 505-379-7128

26. Individual's E-mail: curtis@moscowrugby.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: Curtis Spencer

DATE: 3/31/2025

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

<input type="checkbox"/> Community Event without alcohol	<input checked="" type="checkbox"/> Community Event with alcohol	<input type="checkbox"/> Street Parade Event
<input type="checkbox"/> Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)	<input type="checkbox"/> Public Assembly – no fee (march, picket, rally, demonstration, etc.)	<input type="checkbox"/> Residential Neighborhood Block Party Event
Date App Rec'd: <u>04/01/2025</u>	Fees Due: <u>\$135</u>	Fees Paid: _____

Moscow Downtown Area



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): May 31, 2025 Begin time: 5pm End time: 8pm

Event Location: Slice Taphouse

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

Alcoholic Beverages Available No Yes - Purchaser: Slice Taphouse
(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: TBD

Describe the event: Moscow Rugby End of Season Party

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

Name of requesting person/Group/Organization: Moscow Rugby

Person responsible for Group or Organization: Curtis Spencer

Requesting Person's Address: 612 Britton Ln., Moscow, ID 83843

Phone Number: 505-379-7128 Email Address: curtis@moscowrugby.com

Daytime phone number is required

Permits will be returned by email unless otherwise requested

Responsible person available **AT AND DURING** this event: Curtis Spencer

Cell- or contact-phone during event, 505-379-7128

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. Please note that this form and the information you provide on this form is a public record pursuant to the Idaho Public Records Act under Title 74, Chapter 1 of the Idaho Code. Read the following carefully:

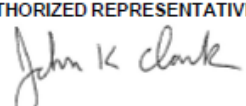
The applicant/group/organization hereby agrees to indemnify and hold harmless City of Moscow, Idaho from all claims, actions and demands of any kind whatsoever related to and/or arising out of the activity(ies) specified in this application and does hereby accept all risk and responsibility for any damage(s) 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: Curtis Spencer Date: Apr 1, 2025

APPROVED DENIED

Date permit valid: 5/31/25 Hours permit valid: 5PM - 8PM
Noise level (dba) shall not exceed 85dba at source at property line

Other Conditions: _____
[Signature]
Police Chief or Designee (208) 883-7054

CERTIFICATE OF LIABILITY INSURANCE				ISSUE DATE : 04/21/2025		
PRODUCER MSI EVENT PO Box 13008 Milwaukee, WI 53216 800-236-4252		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.				
INSURED Moscow Rugby Curtis Spencer 612 Britton Ln Moscow, ID 83843		Event Date: 05/31/2025		INSURERS AFFORDING COVERAGE INSURER A: MARKEL AMERICAN INSURANCE COMPANY HONOREE(S)		
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ABOVE NAMED INSURED FOR THE POLICY PERIOD INDICATED. NOT WITH STANDING ANY REQUIREMENT, TERM OF 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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HOST LIQUOR INCL. <input checked="" type="checkbox"/> TPD GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	MEL00000891905	05/31/2025	05/31/2025	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$1,000,000
					MED EXP (Any one person)	Excluded
					PERSONAL INJURY	\$1,000,000
					GENERAL AGGREGATE	\$1,000,000
					DAMAGE TO RNTD PROP	\$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each Accident)	
					BODILY INJURY (Per Person)	
					BODILY INJURY (Per Accident)	
					PROPERTY DAMAGE (Per Accident)	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY-EA ACCIDENT	
					OTHER THAN AUTO EA ACC ONLY: AGG	
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	
					AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU	OTHER
					E.L. EACH ACCIDENT	
					E.L. DISEASE-EA EMPLOYEE	
	OTHER				E.L. DISEASE-POLICY LIMIT	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS The Certificate Holder is included as an insured under the Hosting Facility Liability Coverage, but only in respects to claims arising out of the negligence of the Named Insured. If the event continues past 12:00 a.m., at the location named on Declarations Page, such continuation shall be considered as the event date. Event includes set up and break down and the scheduled rehearsal or rehearsal dinner scheduled within 48 hours of the event if the event is a wedding. Set up and break down means decoration and removal of decoration at the event location that occurs no more than 24 hours prior to the event and 24 hours after the event.						
CERTIFICATE HOLDER CITY OF MOSCOW 206 E THIRD ST MOSCOW ID 83843 Slice Taphouse 125 Second 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 		

EV500-0810



Community Events Division Event Application Review

Moscow Rugby End of Season Block Party

05/31/2025

5:00 pm - 8:00 pm

Event Name

Date(s)/Time(s)

DEPARTMENT/DIVISION DESIGNEE

EVENT(S) APPROVED/DENIED

Anthony Dahl

Moscow Police Department

Approve Deny

Officer presence required? Yes No N/A

Officers available? Yes No N/A

Dan Ellinwood
Dan Ellinwood (Apr 1, 2025 13:58 PDT)

Moscow Volunteer Fire Department

Approve Deny

David R. Schott
David R. Schott (Apr 1, 2025 10:21 PDT)

Parks and Recreation Department

Approve Deny

Kyle Rainer
Kyle Rainer (Apr 8, 2025 07:34 PDT)

Community Development-Engineering Division

Approve Deny

GP

Public Works-Environmental Services Division

Approve Deny

Steven Schulte
Steven Schulte (Apr 7, 2025 07:16 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? 4 pm to 9 pm

Fees? \$95.00

Start End

Daytime Nighttime

Laura Perrigo
Laura Perrigo (Apr 6, 2025 09:09 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: Moscow Rugby End of Season Party Event Date(s): 5/31/25

Event Location: Slice Taphouse 2nd St from alley to Kenwoodly entrance

Event Start time: 5pm Event End time: 8pm

Individual responsible per Event Application/Parks Reservation: Curtis Spencer

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.

Curtis Spencer 5/15/25
Signature of Individual responsible for Event Date

Date Received: 4/15/25 Date non-refundable fee paid: 4/15/25



CITY OF MOSCOW

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

PERMIT NUMBER: CE2025-14

EVENT DATE: Saturday May 31, 2025

EVENT TIME: 5:00 pm – 8: 00 pm

THIS IS TO CERTIFY THAT
Moscow Rugby End of Season Party
Curtis Spencer
612 Britton Ln.
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 with Alcohol

PERMIT LOCATION: 2nd Street from alley to Washington Street, allowing access to the Kenworthy Plaza 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 _____, 2025

(SIGNATURE OF LICENSEE)

DATE

(SIGNATURE OF STAFF)

DATE

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 12, 2025



AGENDA ITEM TITLE

Lot Line Adjustment for 415 Ryan Lane and 2524 Itani Drive (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The applicants, Rafik Itani and Jesse Flowers, are requesting a lot line adjustment between two properties located at 415 Ryan Lane and 2524 Itani Drive. The proposed lot line adjustment would increase the lot addressed as 2524 Itani Drive from 11,969 sf to 12,218 sf and decrease the lot addressed 415 Ryan Lane from 8,920 sf to 8,670 sf. The applicants are requesting the lot line adjustment to resolve the encroachment of an existing fence belonging to the property owner at 2524 Itani Drive. A single-family dwelling is constructed upon the property at 2524 Itani Drive and a building permit for a single-family dwelling has been applied for on 415 Ryan Lane. The subject properties are located within the Moderate Density, Single Family Residential (R-2) Zoning District which requires a minimum lot area of 7,000 sf and a minimum lot width of 60 feet. The proposed lot line adjustment meets all zoning code requirements including building setbacks.

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Recommend approval of the lot line adjustment.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Application Materials

To: The Mayor and Council of the City of Moscow

From: Itani Development IV, Inc., Owner of Lot 6 Block 1 of Rolling Hills 10th Addition
Jesse Flowers, Owner of Lot 1 Block 1 of Rolling Hills 7th Addition

Re: Petition to adjust the lot line between Lot 1 Block 1 of Rolling Hills 7th Addition and Lot 6 Block 1 of Rolling Hills 10th Addition

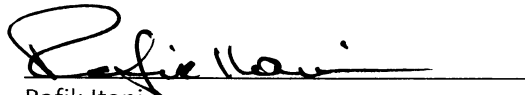
Date: April 24, 2025

Dear Mayor and City Council Members:

We are submitting this petition to adjust the property line between Lot 1 Block 1 of Rolling Hills 7th Addition and Lot 6 Block 1 of Rolling Hills 10th Addition.

The purpose of this lot line adjustment is to resolve the encroachment of a fence belonging to the property owner of Lot 1 Block 1 of Rolling Hills 7th Addition. The location of the fence has been located by a surveyor. It has been determined that the encroachment of the fence can be eliminated by shifting the lot line by 2.1 feet as shown on the site plan. Both lots meet all City standards including building setbacks, size, and minimum street frontage both before and after the proposed lot line adjustment.

Thank you and we look forward to your decision about this request.



Rafik Itani
President of Itani Development IV, LLC
Owner of Lot 6 Block 1, Sunnyside Heights 10th Addition



Jesse Flowers
Owner of Lot 1 Block 1, Sunnyside Heights 7th Addition

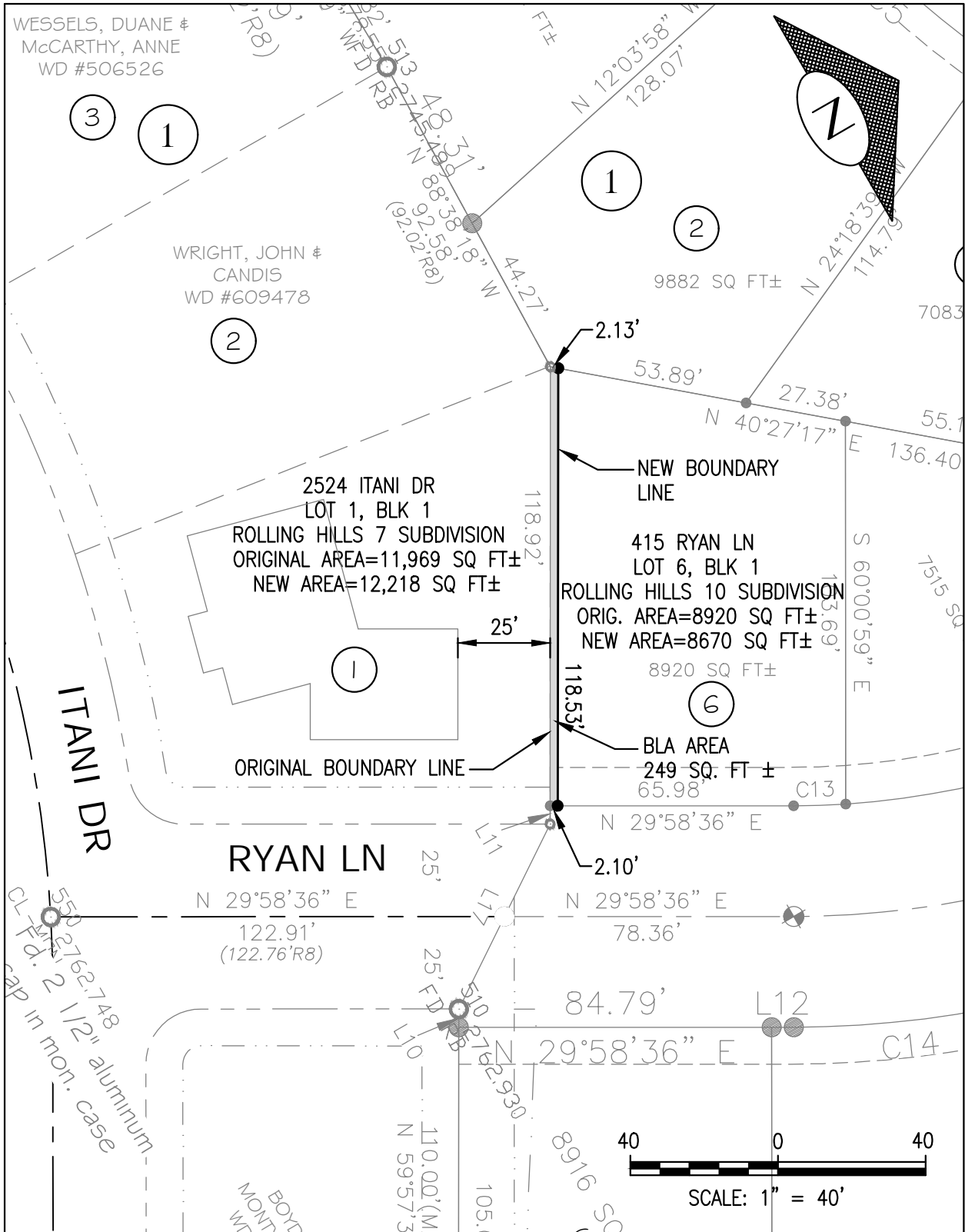
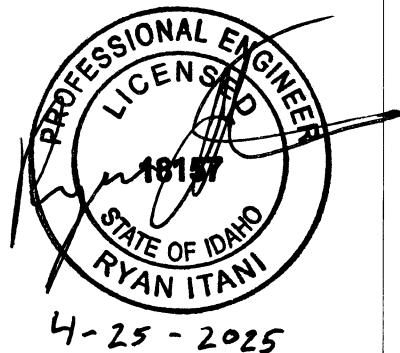


EXHIBIT DRAWING FOR:
 PROPOSED BLA (BOUNDARY LINE ADJUSTMENT)
 CITY OF MOSCOW, LATAH CO, IDAHO
 (NO SURVEY PERFORMED FOR THIS EXHIBIT DRAWING - RECORD DATA ONLY)



**Legal Descriptions
(prior to boundary line adjustment)**

PARCEL A (415 Ryan Ln)

Grantor: Tax Parcel Number RPM 08830010060

Lot 6 Block 1 of Rolling Hills 10th Addition, Moscow, Idaho

PARCEL B (2524 Itani Dr)

Grantee: Tax Parcel Number RPM08990010010

Lot 1 Block 1 Rolling Hills 7th Addition, Moscow, Idaho

**Legal Descriptions
(after the boundary line adjustment)**

PARCEL A (415 Ryan Ln)

Grantor:

Lot 6 Block 1 of Rolling Hills 10th Addition, Moscow, Idaho

Excepting Therefrom the Southwestern 2.1 Feet of Lot 6 Block 1, Of Rolling Hills 10 Subdivision, City of Moscow, Latah County, Idaho

PARCEL B (2524 Itani Dr)

Grantee:

Lot 1 Block 1 Rolling Hills 7th Addition, Moscow, Idaho

And The Southwestern 2.1 Feet of Lot 6 Block 1, Of Rolling Hills 10 Subdivision, City of Moscow, Latah County, Idaho

EXHIBIT DRAWING FOR:
PROPOSED BLA (BOUNDARY LINE ADJUSTMENT)
CITY OF MOSCOW, LATAH CO, IDAHO
(NO SURVEY PERFORMED FOR THIS EXHIBIT DRAWING - RECORD DATA ONLY)

COMMITTEE / CITY COUNCIL STAFF REPORT



DATE: Monday, May 12, 2025

AGENDA ITEM TITLE

Agreement for Construction Engineering and Inspection - Public Avenue Project (ACTION ITEM) - Scott Bontrager

RESPONSIBLE STAFF

Scott Bontrager, City Engineer, Luke Hajda, Civil Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Idaho Transportation Department (ITD), through the Local Highway Technical Assistance Council (LHTAC), funded a federal-aid project for FY2025 to widen Public Avenue to a two-lane urban roadway with bicycle lanes, turn lanes, storm drainage improvements, curbs, gutters, and sidewalks. The construction contract for the project was awarded by the Idaho Transportation Board in April to Knife River Corporation – Mountain West in the amount of \$1,814,999.99. A request for qualifications was issued by ITD for construction engineering and inspection on January 13, 2025, and two qualified engineering firms responded by the January 30th deadline. A five-person panel (two LHTAC engineers and three City Staff) independently rated the statements of qualification and a consensus was reached on the selection of HMH Engineering, LLC. The attached professional services agreement between the City of Moscow and HMH Engineering, LLC. was negotiated on Monday, April 7th, 2025, in the amount of \$238,002.00. This amount equates to 13.1% of the construction contract amount, which both the LHTAC and City Staff deem reasonable for contract administration and construction inspection on a federal-aid project of this complexity. The agreement has been reviewed and approved by the City Legal Department.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Professional Services Agreement with HMH Engineering LLC.; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Professional Services Agreement with HMH Engineering, LLC.

OTHER RESOURCES

FISCAL IMPACT

The negotiated CE&I Contract is within the limits of the existing approved project funding.

PERSONNEL IMPACT

ATTACHMENTS

1. 22402 - Local Professional Services

Idaho Transportation Department
Local Professional Services Agreement

Agreement #: 97215

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF MOSCOW, whose address is PO Box 9203 Moscow, ID 838431703, hereinafter called the "Sponsor," and HMM, LLC, whose address is 3882 N. Schreiber Way, Ste 104, , Coeur d'Alene, ID, 83815, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

Project Name	Project #	Key #
OFFSYS, PUBLIC AVE CORRIDOR SAFETY IMPROVEMENTS, MOSCOW	A022(402)	22402

SUBCONSULTANTS

The State approves the Consultant's utilization of the following Subconsultants:

N/A

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Jayme Coonce, Resident Engineer, LHTAC; (208) 344-0565; or an authorized representative.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

- a. **Attachment No. 1A** is the Consultant Agreement Specifications which are applicable to all agreements.
- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://itd.idaho.gov/business/?target=consultant-agreements> .

DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **5/31/2026**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

BASIS OF PAYMENT

- A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.
- B. Compensation Amount
 - 1. Not-To-Exceed Amount: **\$238,002.00**
 - 2. Additional Services Amount: **\$0.00**
 - 3. Total Agreement Amount: **\$238,002.00**
- C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.
- D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$238,002.00** to perform the work of this Agreement.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

HMH, LLC

Consultant

By:  _____

Title: Department Manager

CITY OF MOSCOW

Local Sponsor

By: _____

Title: _____

IDAHO TRANSPORTATION DEPARTMENT

By: _____

Title: _____

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:



Signature

HMH, LLC

Company Name

ATTACHMENT NO. 1A

CONSULTANT AGREEMENT SPECIFICATIONS Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

I. DEFINITIONS

1. **Administrator:** Person directly responsible for administering a consultant agreement on behalf of the State or a Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list all work tasks, their durations, negotiated milestones and their dates, and all State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total agreement amount paid based on factors established in the agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State believe necessary for the satisfactory completion of the agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance,

Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **State:** Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".
17. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31 and be supported by audit accepted by the State.

II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction – Subsections 105.10 and 111, and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

III. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer this agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, and acceptable fulfillment of this Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all work performed by the State or their representatives.

IV. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or subconsultants capable of and devoted to the successful accomplishment of work to be performed under this agreement. The specific individuals or subconsultants listed in the agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal

V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each

Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

VI. DIRECT COST

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

VII. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount for which the PSA represents. The State assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator of the need for the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement amount is lump sum, unit cost, or cost plus fixed fee amount for the negotiated services and an additional services amount is set up for possible extra work not contemplated in original scope of work. For the Consultant to receive payment for any work under the additional services amount of this Agreement, said work must be performed under a PSA issued by the State. Should the State request that the Consultant perform additional services, then the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

VIII. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

Each progress report shall list billings by PSA number and reference milestones.

IX. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted by the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made, based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost less the fixed fee for the work satisfactorily completed for each billing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made including Fixed_Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements> .

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the milestones identified.
5. Payments to Subconsultants

Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the consultant receives from the State, in accordance with 49 CFR, Part 26. The consultant shall return retainage

payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

X. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency or the State, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project. This includes employees who leave the Consultant's employment.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the State.

- a. Increase in the work required by the State due to unforeseen circumstances.
- b. Revision in the work required by the State subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the State.
- d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of State order for nonperformance a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the State will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the State and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

- a. Extensions of time may be granted for the following reasons:
 - i. Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
 - ii. Additional work ordered in writing by the State.
- b. Extensions of time will not be granted for the following reasons:
 - i. Underestimating complexity of work.
 - ii. Redoing work rejected by the State.

5. TERMINATION

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.
- d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to the Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for arbitration. Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

7. ACCEPTANCE OF WORK

- a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State's notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.

If the Consultant discovers errors or omissions in its work, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the agreement.

The Consultant's liability for damages incurred by the State due to negligent acts, errors or omissions by the Consultant in its work shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, the Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq.*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. INDEMNITY

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 2012; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 2012.

10. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

Regarding workers' compensation insurance, the consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

11. LEGAL COMPLIANCE

The Consultant at all times shall observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

12. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

13. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

14. PATENTS

The Consultant shall hold and save the State and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, or copyright.

15. NON-DISCRIMINATION ASSURANCES

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1. through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

16. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

18. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

19. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES

PUBLIC AVE CORRIDOR SAFETY IMPROVEMENTS, MOSCOW
PROJECT NO: A022(402)
KEY NO: 22402

PROJECT DESCRIPTION

This project will improve safety by creating a constant roadway width, fix horizontal and vertical geometry, and install curve warning signs, chevrons, and delineators. To address the corridor crashes a concrete splitter island will be installed at the interstation of Polk Avenue and Public Avenue and the road section will be upgraded to include full 12-foot vehicle lanes and 5-foot bicycle lanes. The project will also include the installation of approximately 2,200 linear feet of curb, gutter, and 5-foot sidewalk. The improvements will widen the roadway and eliminate roadside ditches creating a more navigable corridor for both vehicles and pedestrians. The new milepost range (Polk Street to Lincoln Street) will be MP 10.00 to MP 10.21.

The project is a 70 working day contract. Work will not start earlier than May 5, 2025, or later than June 16, 2025.

SCOPE OF WORK

This scope of work is to provide Construction Engineering, Inspection & Sampling (CEI&S) Services to include contract administration, inspection, materials sampling, and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer, for construction of the Public Ave Corridor Safety Improvement project in the City of Moscow. CONSULTANT (CONSULTANT) will provide the LHTAC with experienced administration, inspection/sampling personnel. As applicable, these roles may be filled by sub-consultant firms. Through this contract, CONSULTANT will inspect and document to ITD standards, the activities associated with the project to the level necessary to administer the contract.

The following tasks represent the individual services that are to be provided by CONSULTANT under this agreement:

PRIMARY TASKS:

1. **Construction Administration** – CONSULTANT will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project to ensure the project is accepted by the LHTAC, ITD and the Federal Highway Administration (FHWA). The following sub-tasks represent a partial list of those activities necessary to administer the contract.
 - 1.1 Submittal Log & Minimum Testing Requirements (MTR's) – CONSULTANT will develop a list of required submittals for the project prior to start of construction and will also track and maintain a log of shop drawings and submittals and encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported. CONSULTANT will also develop the MTR list for the project prior to start of construction. This information will be used to track the

materials testing required on the project and coordination of the testing lab responsible for processing of samples and reporting results. MTR's will be prepared for review and approval of the LHTAC Resident Engineer prior to the work commencing.

- 1.2 Pre-Construction Conference – CONSULTANT will facilitate the Pre-Construction Conference including forms and exhibits provided by or coordinated with LHTAC.

Performance Assumptions:

- i. Coordination of meeting with Sponsor, LHTAC, utilities, and other applicable parties.
- ii. Prepare and distribute meeting minutes.

- 1.3 Labor Compliance – The Contractor's and Sub-contractor's certified payroll wage rates will be verified, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews.

Performance Assumptions:

- i. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification, pay scales, etc.
- ii. Maintain records in compliance with Title VI requirements.

- 1.4 Civil Rights Compliance – CONSULTANT and the Contractor personnel will be monitored for civil rights compliance. The LHTAC Resident Engineer will be notified of instances of non-compliance.

- 1.5 Filing & Records Verification – All project files will be posted to ProjectWise and maintained on a weekly basis and will be readily available to the LHTAC Resident Engineer. Periodic checks of the files will occur during the project to ensure that all records are being accurately kept and the filing system is up to date.

Performance Assumptions:

- i. Maintain project filing system electronically using ProjectWise and activate the project in AASHTOWare.
- ii. Address periodic review comments.
- iii. Post test results to MSR Spreadsheet.

- 1.6 Progress Estimate Preparation – For each scheduled progress estimate, documentation will be prepared for and presented to the LHTAC Resident Engineer that contains the quantities and justification for each bid item payment with a summary sheet showing the amounts to be paid.

Performance Assumptions:

- i. Prepare bi-weekly or monthly pay estimate packages.
- ii. ITD 2242 Time Accounting will be provided monthly with pay estimate development.

- 1.7 Materials Certifications – Certifications, as required by bid item, will be requested for all materials incorporated into the project. No materials will be accepted for payment until the certifications are received and reviewed for acceptance.
- 1.8 Contract Changes – Requests received from the Contractor for time extensions, contract changes, and extra work will be reviewed and analyzed in coordination with the LHTAC Resident Engineer.
- 1.9 Pre-Paving Meetings – CONSULTANT will facilitate the necessary meetings with the Contractor.
- 1.10 Weekly Progress Meetings – Weekly/periodic progress meetings will be held on site or at an Engineer-approved alternative location. Meetings will be held remotely via zoom or conference call for those unable to attend onsite.
- Performance Assumptions:
- i. Attend and conduct weekly/periodic progress meetings and prepare minutes for distribution and review.
- 1.11 Monthly Invoicing – Monthly invoices of CONSULTANT labor will be submitted to the LHTAC Resident Engineer for review and processing each month. Each invoice package will contain approved timesheets and specific task descriptions for all labor expended and appropriate backup for all direct costs. CONSULTANT will provide snapshot of current contract amount with each progress estimate. The Consultant will formally notify the Agreement Administrator upon reaching 75% of the expended contract amount.
- 1.12 Change Orders – CONSULTANT will prepare and analyze Change Orders for review and processing by the LHTAC Resident Engineer.
- Performance Assumptions:
- i. CONSULTANT will consult with the LHTAC Resident Engineer, the local sponsor, and in coordination with other assigned LHTAC and ITD personnel, as required by the ITD Contract Administration Manual, and prepare the Draft ITD-2317 and necessary backup documents for the RE’s review.
 - iii. For pending claims concerning extra work or work beyond the original scope, CONSULTANT will maintain accurate force account records showing actual cost of such work.
- 1.13 Contract Submittal Review – Contract submittals will be reviewed for contract compliance as necessary. It is understood that some interpretations and clarifications will be directed to the LHTAC Resident Engineer.
- Performance Assumptions:
- i. Traffic Control Plans – Traffic Control Plans will be reviewed for compliance with MUTCD and ITD specifications.

- ii. CPM Review – The Contractor’s CPM will be reviewed to ensure that activity dates are correctly recorded for accuracy.
 - ii. Interpretations and Clarifications – It is expected that CONSULTANT will perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations or those that effect Erosion and Environmental permitting will be reviewed by the LHTAC Resident Engineer prior to final disposition.
 - iii. Subcontracts – CONSULTANT will review and present subcontracts to LHTAC for approval.
 - iv. Contractor Source Approval Requests, Staging Area Requests, and Waste Site Approval Requests will be reviewed and approved through coordination with the LHTAC Resident Engineer.
 - v. Contractor Hot Mix Asphalt designs will be reviewed and approved in accordance with the current ITD 405 specification and in coordination with LHTAC.
- 1.14 Public Relations - CONSULTANT will respond to and coordinate all public inquiries and/or concerns with the Contractor and the LHTAC Resident Engineer for appropriate action. Records of contacts and responses will be maintained.
- 1.15 511 Reporting – CONSULTANT will complete and submit the ITD – 0511 form before the start of construction. CONSULTANT will update the form monthly and following any major changes to project traffic control or limitation due to construction activities.
2. **Survey Control** – CONSULTANT will spot check and verify the Contractor surveys for accuracy and compliance with the plans and specifications. This work will be conducted by the CONSULTANT’S inspection staff.
3. **Project Inspection** – Inspection will be performed by CONSULTANT with qualified and certified inspection staff. A spreadsheet with qualifications and certifications will be prepared and maintained to ensure full compliance with ITD, WAQTC, and IQP requirements.
- 3.1 Inspector Diaries (DWRs) – Daily work reports (DWRs) will be prepared in AASHTOWare to record the Contractor’s hours on the site, weather conditions, data relative to questions of change orders, field orders, changed conditions, site visitors, daily activities, labor compliance, civil rights compliance, decisions, observations in general, and specific observations in more detail as the case of observing test procedures. Copies of diaries will be maintained in the project files on a weekly basis. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.
 - 3.2 Identify and Recommend Corrections – Any omissions, substitutions, defects and deficiencies in the work of the Contractor will be identified and documented with recommendations reported to the Engineer.

- 3.3 Pay Quantity Collection – Pay quantities and quantity measurements will be checked for accuracy and prepared for processing for payment to the Contractor.
- 3.4 Environmental & Erosion Control Monitoring –
- ii. For PPP projects – The CONSULTANT will provide a certified inspector, which has at a minimum the SEEP qualifications, who will ensure compliance with all permits and storm water plans.
 - iii. Weekly monitoring reports will be prepared by the contractor and filed in the project office. Formal notification if personnel are changed or expiration of the needed certifications occurs will be required.
- 3.5 Asphalt and Fuel Price Adjustment Calculations – Asphalt and Fuel Price adjustment will be calculated monthly. Record of each month’s calculation must be included in the project files.
4. **Materials Sampling & Testing** – CONSULTANT will provide materials sampling & testing services as required by ITD specifications and the LHTAC Resident Engineer. The following items represent the major sub-tasks required for administering this portion of the agreement.
- 4.1 Quality Assurance and Verification Sampling & Testing – Sampling & Testing will be performed according to ITD Quality Assurance requirements and the LHTAC Resident Engineer (including verification sampling). Sampling of component materials and completed work items will be performed to verify that the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications, and contract special provisions. CONSULTANT will meet the minimum sampling frequencies per the MTR’s as presented by the LHTAC Resident Engineer and as required due to project phasing, or other factors which could affect minimum testing frequencies. CONSULTANT will provide daily monitoring of the Contractor’s Quality Control activities at the project site.
- 4.2 Prepare and Transmit Test Results – The Contractor’s Quality Control Plan will be monitored pursuant to QC/QA Special Provisions. All sampling data generated by CONSULTANT will be documented and submitted to the Engineer for inclusion in the Materials MAP and QC/QA statistical analysis for penalty/bonus calculations.
- 4.3 Schedule for Sampling – LHTAC will be informed of the project sampling and testing schedule and all documentation reports of sampling and testing will be completed and submitted the same week the work is done or as otherwise directed.
- 4.4 Acceptability of “or-equal” Products – CONSULTANT will evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by the Contractor. Recommendations will be made to the LHTAC Resident Engineer for change orders before allowing any substitutes.

5. **Record Drawings & Project Close-Out** – CONSULTANT will track changes and deviations from the plans, and use them to record the ‘as-built’ drawings for the file. At project close-out, all records will be finalized and quantity calculations verified. Notify the Engineer when all records are final and available in ProjectWise within 30 days of project substantial completion.
- 5.1 Verify that all necessary documents have been received for submission of the Contractor’s affidavit of payment.
 - 5.2 Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
 - 5.3 Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of the Local Sponsor, LHTAC Resident Engineer and the Contractor, to determine if the work is Substantially Complete. If there are no objections from the Sponsor, CONSULTANT will deliver a certificate of substantial completion to the LHTAC Resident Engineer and the Contractor.
 - 5.4 Participate in a final inspection, to include representatives from the Local Sponsor and LHTAC, to determine if the completed work by the Contractor is acceptable so that CONSULTANT and the LHTAC may recommend in writing, final payment to the Contractor. CONSULTANT will also provide a notice that the work is acceptable to the best of their knowledge, information and belief based on the extent of the services provided under this agreement.

Key Understandings - It is anticipated that each CONSULTANT personnel assigned to the project will be furnished with a vehicle, digital camera and cellular phone by CONSULTANT and all work will be under the supervision of the LHTAC Resident Engineer or his assigned representative.

Project Schedule - CONSULTANT proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the Contractor’s construction schedule on the 70 working day contract. It is anticipated that CONSULTANT will be engaged in CE&I Services from April 2025 through December 2025.

Professional Service Fee - CONSULTANT will invoice the LHTAC Resident Engineer for professional services described in this Scope of Work. CONSULTANT will invoice the LHTAC Resident Engineer for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expensed to complete the project in accordance with the provisions of the ITD Task Order for this work.

The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANT’S professional judgment. They are presented to allow a review of our approach. As we initiate activities, it may become apparent some modifications to this proposal are necessary due to changes in the Contractor’s schedule. CONSULTANT will advise the LHTAC Resident Engineer of such issues and any fee and/or schedule impact prior to implementing revised activities.

CONSULTANT CONTRACTS
GUIDELINES FOR FIXED FEE RATE CALCULATION

SCHEDULE Normal- No extraordinary scheduling of personnel is required.
Expedited- The project is to be accomplished at a faster than normal rate requiring special scheduling etc.

DURATION See worksheet.

SIZE See worksheet

COMPLEXITY

1. Low (0.0%) – The least difficult and least complex projects. Examples include: surveys, routine drafting, as-built drawings, guardrail replacement or upgrades, and resurfacing projects, and programmatic Categorical Exclusions.
2. Low - Mid (0.5%) – Less difficult and lower complexity projects. Examples include: Minor bridges, feasibility studies, research projects, safety projects, signal projects, small urban preservation projects, materials testing, CE&I work and/or construction contract administration for Low and Low-Mid complexity projects, minor Environmental Assessments, and non-programmatic Categorical Exclusions.
3. Mid (1.0%) – Standard project difficulty and complexity. Examples include: standard bridges, standard interchanges, rural and urban arterial highway capacity improvement/new construction projects, large/complex urban preservation projects, projects requiring coordination with project stake holders, CE&I work and/or construction contract administration for Mid-High and High complexity projects, typical Environmental Assessments, and EIS studies that do not include significant political issues.
4. Mid - High (1.5%) – Difficult or complex projects. Examples include: complex bridges, medium complexity interchanges, urban freeway and complex urban arterial highway capacity improvement/new construction projects, projects requiring complex public involvement and significant stake holder coordination, projects that may require innovative solutions to difficult technical issues, and EIS studies with significant political issues or extensive coordination with other agencies.
5. High (2.0%) – The most difficult and complex projects. Examples include: very complex major bridges, Major interchanges, project designs of a highly complex and/or technical nature, projects likely to require cutting-edge or highly innovative solutions involving multiple disciplines, projects involving multiple modes of transportation, high-profile, controversial, and politically sensitive projects.

RISK Risk borne by the consultant. Factors to consider include: basis of payment type, subconsultant involvement, level of unknowns and uncertainties; and whether these are considered minimal or routine or major.

Basis of Payment: Lump Sum basis of payment generally has higher financial risk than the other payment types. The fixed fee calculation worksheet was developed with Cost plus Fixed Fee as medium financial risk. Unit Cost basis of payment has minimal financial risk to the consultant.

Subconsultant Involvement: More subconsultants than are typically used for this type of project may increase risk to the prime consultant. Fewer subconsultants than usual may reduce risk to the prime.

Level of Unknowns: A clearly defined scope of work may have substantially less risk to the consultant. A scope of work with significant unknowns or uncertainty may increase risk to the consultant. Potential for adding tasks with an amendment does not increase cost risk to the consultant.

OVERHEAD See worksheet. Overhead adjustment is based on the approved overhead rate and is not negotiated. A lower overhead rate may be accepted for use on a contract if submitted voluntarily by a consultant.

CONSULTANT: HMH Engineering
PROJECT NAME: Public Avenue Corridor Improvements
PROJECT NUMBER: A022(402)
KEY NUMBER: 22402

HMH - SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Position	Name	Man-Days	Man-Hours	Raw Hrly Rate*	2.5851 Loaded Hrly Rate	Loaded Labor Cost	
1	Project Manager	Justin Shaw, PE	31 =	250	@ \$78.00	\$201.64	= \$ 50,410.00	
2	Lead Inspector/Deputy Project Manager	Luke Johnson, EI	86 =	685	@ \$45.00	\$116.33	= \$ 79,686.05	
3	Additional Inspector	Harrison Holley, EI	12 =	98	@ \$47.00	\$121.50	= \$ 11,907.00	
4	Lead Tester/ Additional Inspector	Dave Taylor	68 =	545	@ \$37.50	\$96.94	= \$ 52,832.30	
5	Survey	Justin Ault, PLS	1 =	8	@ \$49.00	\$126.67	= \$ 1,013.36	
6	Materials Testing Coordinator/Manager	Nate McKinley	5 =	36	@ \$56.00	\$144.77	= \$ 5,211.72	
7	Documents Controller	Randy Williams	31 =	247	@ \$36.00	\$93.06	= \$ 22,985.82	
8	Administration	Madison Pollard	4 =	30	@ \$46.00	\$118.91	= \$ 3,567.30	
TOTAL LOADED LABOR COST = \$							227,613.55	
OVERTIME COSTS*					100 hrs	@	\$18.75 = \$	1,875.00

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD **

132.92%

C. NET FEE ***

10.50%

D. FCCM **

1.13%

E. OUT-OF-POCKET EXPENSE SUMMARY ****

	Estimated Amount	Unit Cost	Estimated Expense
1 Vehicle Mileage			
Mileage to/on Site (Lewiston Office)	64 Mi		
Inspector / Tester (Daily)	150 Trips	9,600 Mi 9,600 @ \$ 0.700	= \$ 6,720.00
Project Manager (Weekly from CDA 85.3 Mi)	15 Trips	2,562 Mi 2,562 @ \$ 0.700	= \$ 1,793.40
2 Subsistence			
Inspector / Testers		0 @ \$ 1,100.00 /Week	= \$ -
3 Miscellaneous			
Superpave Trailer Rental (Incl. porta-poty, internet, & electricity)		0 @ \$ 8,000.00 /Month	= \$ -
4 Subconsultant			
TOTAL ESTIMATED EXPENSE = \$			8,513.40

TOTAL = \$238,001.95

* Overtime costs will include only the additional 1/2 time compensation to the employee.

** As per our Approved ITD Overhead Rate Letter.

*** Calculated from the ITD Fee Matrix.

**** Not to Exceed the "FEDERAL PER DIEM RATES FOR IDAHO"

CONSULTANT:
PROJECT NAME:
PROJECT NUMBER:
KEY NUMBER:

HMH Engineering
Public Avenue Corridor Improvements
A022(402)
22402

Const. Window: May 2025 - September 2025 (15 weeks with holi

HMH - Project Personnel

	Justin Shaw, PE	Luke Johnson, EI	Harrison Holley, EI	Dave Taylor	Justin Ault, PLS	Nate McKinley	Randy Williams	Madison Pollard	TOTAL	NOTES
	Project Manager	Lead Inspector/Deputy Project Manager	Additional Inspector	Lead Tester/Additional Inspector	Survey	Materials Testing Coordinator/Manager	Documents Controller	Administration		

70 Anticipated Working Days

1.0 Construction Administration

1.1 Submittal Log & MTR's	8.0	40.0					48.0		96.0	
1.2 Pre-Construction Conference	6.0		3.0	3.0			2.0		22.0	
1.3 Labor Compliance	2.0	8.0					15.0		25.0	
1.4 Civil Rights Compliance	2.0		5.0				5.0		12.0	
1.5 Filing & Records Verification	5.0	15.0					30.0		50.0	
1.6 Progress Estimate Preparation	6.0	6.0					48.0		60.0	
1.7 Materials Certifications	5.0	10.0	5.0	5.0					25.0	
1.8 Contract Changes	8.0	8.0					2.0		18.0	
1.9 Pre-paving Meeting	4.0	4.0	2.0	2.0		4.0			16.0	
1.10 Weekly Progress Meetings	60.0	15.0	8.0	15.0					98.0	
1.11 Monthly Invoicing	15.0							30.0	45.0	
1.12 Subcontracts	5.0	5.0					10.0		20.0	
1.13 Change Orders	30.0	32.0	6.0				6.0		74.0	
1.14 Contract Submittal Review	15.0	15.0					15.0		45.0	
1.15 Public Relations	40.0	15.0							55.0	
1.16 511 Reporting		2.0							2.0	
	211.0	183.0	29.0	25.0	0.0	4.0	181.0	30.0	663.0	

32 miles one way to site.
0.75 hr drive one way to site.
0.5 hr PM and DC per week, plus 80 hrs MTR

DC & DPM 1hr per week
1 hr per Month LI & DC each
DPM 1 hr and DC 2 hrs per week
6 estimates - 8 hours each with reviews
Assume 2 hrs per month LI & 1 PM & MT
4 requests 2 hr/each
1 hr mtg, additional prep for DPM & QC
15 meetings; 1hr meet, 1hr site visit/travel
15 invoices - 1 hr PM and 2 hrs Admin
5 subs - 2 hrs per contract
4 CO's at 8 hrs each, PM subsurface utility CO due to conflicts
1 hr per week PM, DC & DPM
1 hrs per week for DPM, Utility coordination by PM

2.0 Survey Control

2.0 Survey Control					8.0				8.0	
	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	8.0	

Verification

3.0 Project Inspection

3.1 Inspection of Work/ Inspector Diaries	5.0	400.0	50.0	200.0					655.0	
3.2 Identify & Recommend Corrections	5.0	10.0							15.0	
3.3 Pay Quantity Collection		6.0		6.0			6.0		18.0	
3.4 Environmental & Erosion Control		15.0							15.0	
3.5 Asphalt and Fuel Adjustments	5.0	5.0					10.0		20.0	
	15.0	436.0	50.0	206.0	0.0	0.0	16.0	0.0	723.0	

I/T 70 days, all 10 hrs days;
DPM on site 80%+, hours split between inspection and DPM
2 hr per mo. DPM and LI, 0.5hr/mo. PM
6 estimates - 1 hrs each for LI and DC
1hr/wk,
5 months, 1 hours each

4.0 Materials Sampling & Testing

4.1 Sampling & Testing		10.0		300.0					310.0	
4.2 Prepare and Transmit Results	5.0	5.0	5.0	10.0		15.0	30.0		70.0	
4.3 Schedule of Sampling		5.0				15.0			20.0	
4.4 Equal Products	5.0	5.0	5.0						15.0	
	10.0	25.0	10.0	310.0	0.0	30.0	30.0	0.0	415.0	

MT 20hr/wk testing, hours split between inspection and testing
1hr PM & DPM /mo QC & DC, 2hr per week incl QASP
QC 1hr each week
1hr/month

6.0 Project Close-Out & Record Drawings

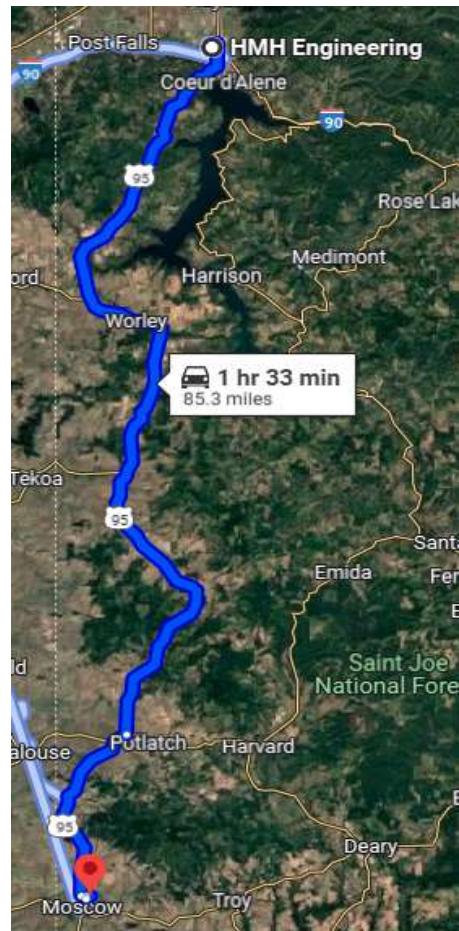
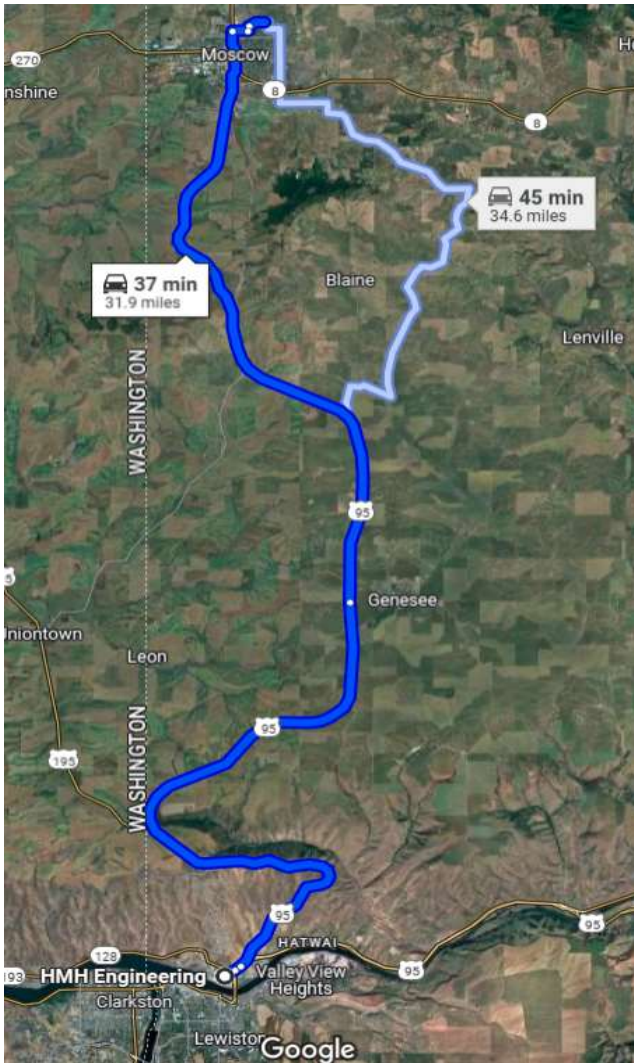
6.1 Verify Documents Received	5.0	30.0	5.0			2.0	15.0		57.0	
6.2 Bonds, Certificates, & Insurance	1.0	5.0					5.0		11.0	
6.3 Substantial Inspection	4.0	2.0	2.0	2.0					10.0	
6.4 Final Inspection	4.0	2.0	2.0	2.0					10.0	
6.5 Project Photos Submittal		2.0							2.0	
	14.0	41.0	9.0	4.0	0.0	2.0	20.0	0.0	90.0	

DPM 2 hrs per week

Total Labor Hours

250.0 685.0 98.0 545.0 8.0 36.0 247.0 30.0 1899.0

Agreed to LHTAC Hours
Negotiated



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 12, 2025



AGENDA ITEM TITLE

Approval of EMS Study Professional Service Agreement with Matrix Consulting Group (ACTION ITEM) - Brian Nickerson Fire Chief

RESPONSIBLE STAFF

Brian Nickerson, Fire Chief

ADDITIONAL PRESENTER(S)

DESCRIPTION

Attached for approval is an agreement with Matrix Consulting Group to conduct an EMS study in collaboration with other EMS agencies within Latah County. The purpose of the study is to assess long-term sustainability and develop strategic recommendations for the future. A committee comprised of representatives from the City of Moscow and other Latah County EMS agencies was formed to evaluate ten submissions for this project. Upon completion of the review process, Matrix Consulting Group was selected as the vendor to lead the study. The study is anticipated to be completed at the end of the year.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of EMS Study professional services agreement with Matrix Consulting Group or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of EMS Study professional services agreement with Matrix Consulting Group.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Professional Services Agreement - Matrix Consulting - EMS Study_final with attachment

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR EMS SERVICES STUDY
BETWEEN CITY OF MOSCOW, IDAHO AND
MATRIX CONSULTING GROUP, LTD.**

THIS AGREEMENT FOR PROFESSIONAL SERVICES FOR EMS SERVICES STUDY BETWEEN CITY OF MOSCOW, IDAHO AND MATRIX CONSULTING GROUP, LTD. (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2025, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") and Matrix Consulting Group, Ltd., 1875 S. Grant Street, Suite 960, San Mateo, California, 94402 (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, Emergency Medical Services ("EMS") services are necessary for the safety and general welfare of CITY'S citizens; and

WHEREAS, the current system of EMS services for the Latah County area needs to be evaluated to improve said EMS services; and

WHEREAS, CONSULTANT agrees to evaluate the current EMS delivery system and identify recommended actions and strategies to ensure long-term reliability, sustainability, and viability of EMS service delivery to the Latah County area;

NOW, THEREFORE, the Parties 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 in consideration of the mutual covenants and stipulations set out, do hereby agree as follows:

SECTION 1: THE PROJECT

CONSULTANT agrees to provide the services described in its Scope of Work to Conduct the EMS Services Study dated February 21, 2025, (hereinafter "Project") included hereto as Attachment "A" and incorporated herein by this reference.

SECTION 2: COMPENSATION

CONSULTANT shall perform all the work necessary to complete the Project for an amount not to exceed Sixty-Five Thousand, Seven Hundred Twenty-Five Dollars (\$65,725). Monthly payments are to be made by CITY upon the CONSULTANT'S submission of a detailed invoice outlining the specific work tasks conducted in the prior month.

SECTION 3: CITY RESPONSIBILITIES

CITY shall provide all information necessary for CONSULTANT to complete the Project.

SECTION 4: PROJECT SCHEDULE

CONSULTANT shall achieve final completion of the Project on or before December 31, 2025. In the event of unavoidable delays beyond CONSULTANT's control, CONSULTANT, upon concurrence by CITY, shall be granted a reasonable extension. The length of extensions due to such delays shall be as determined by CITY. CITY shall be notified of such delays or potential delays within two (2) working days of CONSULTANT's knowledge of such delays.

SECTION 5: INDEPENDENT CONTRACTOR

The contracting Parties warrant by their signatures that no employer/employee relationship is established between CONSULTANT and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONSULTANT is an independent contractor and, as such, neither CONSULTANT nor any officer, employee, or agent of CONSULTANT, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

SECTION 6: TERMINATION

- A. Termination of Agreement. This Agreement may be terminated by CONSULTANT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement upon thirty (30) days written notice without cause and without further liability to CONSULTANT except as designated by this section. In the event of termination, CONSULTANT shall be paid for services performed to termination date, including direct expense and including a percentage of the fixed fee based upon the work completed.
- B. Termination of Project. If any portion of the Project covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay CONSULTANT for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the Parties as to the percentage of the work completed.

SECTION 7: HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by this Agreement, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONSULTANT or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of CONSULTANT or its subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from

any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order, or decree.

SECTION 8: CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. CONSULTANT further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONSULTANT shall immediately disclose such conflict to the Project Manager .

SECTION 9: ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY

This Agreement and the attachment hereto contain the entire agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONSULTANT shall not subcontract, transfer, sell, or assign its rights (including the right to compensation) or duties under this Agreement, without the prior written consent and express authorization of CITY.

SECTION 10: HEADINGS, CAPTIONS AND TITLES

Headings captions, and titles of sections of this Agreement are for the convenience of reference only, and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement, and shall not affect the construction of any provision of this Agreement.

SECTION 11: LICENSES, INSURANCE AND ADHERENCE TO LAW REQUIRED

CONSULTANT represents that it possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONSULTANT represents that it has Commercial general liability insurance and professional liability insurance covering liability for negligent acts, errors or omissions in providing or failing to provide professional services, with a minimum coverage limit of One Million Dollars (\$1,000,000). CONSULTANT further agrees to comply with all applicable Federal, State and Local statutes and regulations in the performance of the services hereunder, and such laws and regulations are hereby made part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONSULTANT shall be deemed material and shall subject CONSULTANT to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONSULTANT will, in any way, serve to modify the provisions of this requirement. CONSULTANT and its surety shall defend, hold harmless, and indemnify CITY and its employees, agents, and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONSULTANT, CONSULTANT's officers, agents, employees, or its subcontractors.

Ownership or Operation by China. Pursuant to Idaho Code § 67-2359, CONSULTANT certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

Public Funds for Abortion Act. Pursuant to Idaho Code Title 18 Chapter 87, CONSULTANT certifies that it is not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of this Agreement, authorize the use of state facilities or public funds for abortion related activity.

SECTION 12: NON-DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONSULTANT shall not discriminate against any employee or applicant for employment. CONSULTANT's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

SECTION 13: LEGAL FEES

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without lawsuit.

SECTION 14: JURISDICTION, VENUE AND NONWAIVER

This Agreement shall be construed in accordance with and shall be subject to the laws of the State of Idaho and that the venue of any such action shall be the Second Judicial District of the State of Idaho in and for Latah County. Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such a right, or a waiver of any subsequent breach.

SECTION 15: SPECIAL WARRANTY

CONSULTANT warrants that nothing of monetary value has been given, promised, or implied as remuneration of inducement to enter into this Agreement. CONSULTANT declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONSULTANT shall make this Agreement null and void. CONSULTANT further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good and skillful manner. CONSULTANT acknowledges that it will be liable for any breach of this warranty.

SECTION 16: COMMUNICATION

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following address:

CONSULTANT:

Matrix Consulting Group
Alan D. Pennington, President
1875 S. Grant St. Ste. 960
San Mateo, CA 94402

CITY:

City of Moscow
Fire Chief
PO Box 9203
Moscow, ID 83843

SECTION 17: NON-APPROPRIATION

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.

SECTION 18: APPROVAL REQUIRED AND SEVERABILITY

This Agreement shall not become effective or binding until approved by the City of Moscow. The terms of this Agreement are severable. If any part of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement will, nevertheless, remain in full force and effect so long as the remainder of this Agreement is reasonably capable of completion.

SECTION 19: EXECUTION

IN WITNESS WHEREOF, said CONSULTANT and CITY have caused this Agreement to be executed on the day and year first above written. This Agreement may be executed using electronic signatures pursuant to Idaho Code § 28-50-107. If electronic signatures are utilized, the acknowledgement before a notary is not required.

I, Alan D. Pennington, certify under the penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I have the authority to bind Matrix Consulting Group, Ltd. to this Agreement. If I am signing this document utilizing an electronic signature, I understand that this electronic signature is valid and binding upon me to the same force and effect as a handwritten signature.



SCOPE OF WORK TO CONDUCT THE EMS SERVICES STUDY

FEBRUARY 21, 2025

MOSCOW, IDAHO

MATRIX
CONSULTING GROUP

SCOPE OF WORK

TASK 1: INITIATION AND INTERVIEWS

The project team will begin the study by developing an initial understanding of the department/agencies involved in this study through an extensive input phase. The team will meet with internal and external stakeholders using a combination of on-site and virtual interviews designed to help us learn about the EMS agencies, established goals, and the unique factors of the service environment and obtain views on issues relevant to the project. This process includes the following interviews:

- Conduct a kickoff meeting with the project steering committee to review the project objectives, approach, interim deliverables, and schedule.
- Interviews with County officials and management teams in the communities served.
- Meet with the chiefs and command staff of the EMS agencies.
- Conduct one-on-one interviews with department personnel at all organizational levels, including managers, supervisors, and line staff.
- Interview contacts within the departments to start the data collection process and other key contacts within the organizations.
- Other interviews with key stakeholders as identified throughout this process.

In preparation for the kickoff meeting, the project team will develop a comprehensive list of data needed to conduct the study and a week-by-week project completion schedule. The initial interviews will also be used to identify key contact points to collect data and schedule interviews within the department.

TASK RESULT

Extensive input process, with interviews conducted at all levels of the organizations. An issues list will be prepared to provide the basis for subsequent analytical steps, and the project work plan and project deliverable schedule will be finalized.

TASK 2: DESCRIPTIVE PROFILE

The project team will document its initial understanding of the departments, service levels, staffing levels, and service environment in a comprehensive descriptive profile of the organizations. The draft document will provide a foundation for subsequent analysis by ensuring the accuracy of our assumptions and understanding of key details. The profile will also review the functionality of each department area and the key workload and service level drivers of each work unit.

The project steering committee will review the draft document, and corrections and revisions will be made thereafter. This discussion will also provide an opportunity to discuss initial observations and findings, coordinate any remaining data collection needs, and discuss the project's next steps.

TASK RESULT

A descriptive profile of the departments that details staffing, workload levels, service goals, and deployment schedules, as well as outlining the organizational and performance objectives of each department or agency.

TASK 3: FINANCIAL OVERVIEW

The project team will Conduct a five (5) year review of the finances of each EMS agency in Latah County. This review will focus on funding mechanisms, transport fees, payor mix, financial management and billing processes, current capital improvement programs and plans, and other issues related to budgeting, revenue, and expenditures impacting the EMS agencies.

A draft summary document will be prepared for review by the agencies to ensure the financial information presented is factual. The draft document will be reviewed with the project steering committee and agencies, and corrections and revisions will be made thereafter.

TASK RESULT

Development of a five (5) year financial overview of the EMS departments that details the budgeting, revenue and expenditures of the EMS agencies.

TASK 4: REVIEW OF CAPITAL ASSETS AND EQUIPMENT

During this task, the project team will tour each facility that provides EMS services in Latah County. The facilities will be reviewed to ensure they provide a safe environment for personnel to operate from and are designed to meet the needs of the EMS Agency and community they serve. During these tours, apparatus and capital equipment (monitors, powered cots, etc.) will be inventoried for their age, serviceability, distribution, and deployment. A draft summary document will be prepared for review by the project steering committee, illustrating the findings of the facility and capital asset review.

TASK RESULT

Development of a five (5) year financial overview of the EMS departments that details the budgeting, revenue and expenditures of the EMS agencies.

TASK 5: ANALYSIS OF SYSTEM DEMAND, RELIABILITY, AND PERFORMANCE

This task will focus on analyzing calls for service. This assessment will illustrate how well the EMS agencies are poised to respond to emergency and non-emergency calls in their service area. The analysis will assist with developing policies and procedures that establish the community expectations for the distribution and concentration of fixed and mobile resources of emergency response providers.

1. REVIEW OF CALL DEMAND AND HISTORICAL SYSTEM PERFORMANCE

The project team will review and observe areas specifically involved in or affecting service levels and performance. Key areas to be reviewed will include:

- **Call Demand** – to illustrate the demand for services in each response area and the County as a whole.
- **System Performance**—This task will analyze system performance over the past three (3) years. Areas to be analyzed include alarm handling, turnout, travel, and total response time.
- **Distribution Study** – Overview of the current facility and apparatus deployment strategy, analyzed through GIS software, identifying service gaps and redundancies in initial unit arrival.
- **Wall Time Study** – Analysis of the impact of crews waiting at the hospitals on availability.
- **Reliability Study:**
 - Analysis of current workload, including unit hour utilization.
 - Review of actual or estimated failure rates of individual companies.
 - Analysis of call concurrency and impacts on response and staff exhaustion.
 - Analysis of actual system reflex time performance by EMS regions and individual units.
- **Review of automatic and mutual aid documents** to determine outside agencies' ability to assist in delivering emergency medical services during critical or mass casualty events.
- **We will review demand by severity (ALS and BLS)**, emergent and non-emergent transports, and inter-facility transfers.
- **Review the Continuous Quality Improvement (CQI) and Continuous Quality Assurance (CQA)** programs in each EMS Agency and how they are managed.
- **Review of medical direction** and control services and any improvements needed.

2. ESTABLISH PERFORMANCE OBJECTIVES AND MEASURES

Once the above tasks have been completed and the agencies' capabilities and regional response system are known, the project team will work to develop an appropriate set of goals and objectives for the EMS agencies specific to the areas they are serving. Goals and objectives will be developed for the following:

- **Performance Objectives and Measures.**
 - Distribution – Initial travel time goals for arrival of EMS.
 - Scene Time – Total time on scene for critical call types.

- **Overview of Compliance Methodology:** We will work with the agencies' teams to develop a methodology to provide continual measurement of future performance. This methodology will include:
 - Records Management Systems (RMS) usage policies
 - Assignment of oversight responsibilities
 - Schedule of assessments
 - Review requirements of each assessment type

A draft summary document will be prepared for review by the project steering committee, illustrating the current facility locations, service demand, and system performance.

TASK RESULT

Development of an assessment of the current demand for services, reliability and performance of each EMS agencies and the County EMS system. This will include recommended future performance targets and methodologies for continual performance measurement.

TASK 6: STRATEGIES AND RECOMMENDATIONS TO STAKEHOLDERS

During this task, the project team will develop strategies and recommendations to stakeholders to identify opportunities to improve efficiencies, develop shared services, consolidation as appropriate, creation of an ambulance district, hybrid structure, or other approach to the governance and delivery model for EMS services in Latah County.

A draft summary document will be prepared for review by the project steering committee illustrating the findings of the operational assessment, recommendations related to the current financial situation, and recommendations to improve the financial health of the EMS agencies individually and for the County as a whole. This interim deliverable will include:

- The most sustainable and cost-effective model(s) for EMS delivery.
- Changes to facilities, apparatus, and equipment and their replacement schedules.
- Opportunities to consolidate or share services to reduce redundancy.
- Development of a 10-year financial forecast for each EMS agency and the County as a whole that includes recommended changes to fees, cost-sharing opportunities, and new funding or revenue mechanisms.

- Any recommendation that will require action by a governing body.

TASK RESULT

Development of a 10-year financial forecast and other recommendations to improve the overall efficiency and effectiveness of the EMS system in Latah County, including any opportunities to improve revenue, consolidate or share services.

TASK 7: DRAFT AND FINAL REPORT

The draft final report combines each of the analytical steps and interim deliverables into one document, including recommendations for each area covered in the study. The recommendations made as part of the study must be specific, measurable, prioritized, and associated with a detailed and comprehensive timeline for implementation. It will include the following elements:

- An executive summary that summarizes the major findings of the study.
- Comprehensive analysis of workload, staffing, and deployment for EMS Agency and the County system as a whole.
- Providing the departments/agencies with the tools used by the project team to analyze so that it may be replicated in the future.
- Comparative benchmarking research and best practices analysis provide an actionable plan for the departments/agencies to address gaps and improvement opportunities where they exist.
- Detailed projections of financial forecasting over the next 10 years, highlighting associated impacts on service delivery and opportunities to improve the financial health of each agency and the County EMS system overall.
- Opportunities to consolidate or share services to reduce redundancies and improve system performance and financial health.
- A comprehensive list of recommendations, including staffing needs for each function within the departments. Recommendations will also include any associated costs and prioritization strategies.

The draft final report will be reviewed with the project steering committee and any key stakeholders identified throughout the study. As requested, The project team will be available to present to key stakeholders, including the elected officials.

TASK RESULT

The final report will build upon all interim deliverables to provide a comprehensive analysis of the departments and plan for implementation. Following a process of review and revisions with the project steering committee, we will be available to present to the City of Moscow and Latah County EMS Agencies as needed thereafter.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 12, 2025



AGENDA ITEM TITLE

Stormwater Code Amendments and Standards Adoption (ACTION ITEM)- Ty Thompson

RESPONSIBLE STAFF

Ty Thompson

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City of Moscow has been issued a National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) Permit by the United States Environmental Protection Agency, which is administered by the Idaho Department of Environmental Quality. To comply with the MS4 Permit, the City must maintain relevant ordinances and/or regulatory mechanisms to control surface water runoff and pollutant discharges into and from its MS4. Additionally, to comply with the Permit, the City must develop, implement, and maintain written escalating enforcement response policies (ERPs) that address noncompliance with stormwater regulations, and must maintain written specifications that address the proper installation and maintenance of Best Management Practices (BMPs) during and after construction activities.

The current City Code related to stormwater is found in several separate chapters and is insufficient to meet all requirements of the MS4 Permit. The attached proposed Ordinance repeals relevant City Code sections and creates a new chapter, Title 5, Ch. 15 – Stormwater Regulations, which fills any regulatory gaps and brings all stormwater regulations into one City Code chapter. The attached proposed Resolution authorizes the implementation of three required stormwater ERPs and adopts the City of Moscow Stormwater Best Management Practices Handbook as the specifications for pre- and post-construction BMPs.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the proposed Ordinance and Resolution, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the proposed Ordinance and Resolution

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ordinance 2025- Repeal and Replace T5 CH15 Repeal T5 CH19 Amend T7 CH1_final
2. Resolution 2025 - Enforcement Response Polices - Stormwater_final with attachments

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REPEAL OF MOSCOW CITY CODE TITLE 5, CHAPTER 15 “STORMWATER RUNOFF CONTROL” AND REPLACE WITH A NEW CHAPTER 15, “STORMWATER REGULATIONS” TO PROVIDE THE PURPOSE, DEFINITIONS, APPLICABILITY, AND ADMINISTRATION OF STORMWATER REGULATIONS; TO PROVIDE REGULATIONS FOR ILLICIT DISCHARGES AND STORMWATER RUNOFF CONTROL; TO PROVIDE A STORMWATER DIVISION, ADMINISTRATION, POLICIES AND PROCEDURES, STORMWATER USER FEE, BILLING AND ENFORCEMENT OF PAYMENT OF STORMWATER FEES, STORMWATER FUND AND EXPENDITURES, ENFORCEMENT, INSPECTIONS, INVESTIGATION, PENALTIES, RULES AND REGULATIONS, AND LIABILITY FOR INJURY OR DAMAGE; PROVIDING FOR THE REPEAL OF MOSCOW CITY CODE TITLE 5, CHAPTER 19 “STORMWATER USER FEES”; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 7, CHAPTER 1, SECTION 1-4; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THE ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City of Moscow has been issued a National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) Permit (hereinafter “Permit”) by the United States Environmental Protection Agency; and

WHEREAS, the Idaho Department of Environmental Quality (IDEQ) has obtained primacy for administration of the Permit, and subsequent permits will be issued through the Idaho Pollutant Discharge Elimination System; and

WHEREAS, according to IDEQ, the City is responsible for all stormwater which enters the City’s MS4 and is subsequently discharged to Waters of the United States; and

WHEREAS, the Permit authorizes the City to discharge stormwater to Waters of the United States, subject to conditions contained within the Permit; and

WHEREAS, the Permit also conditionally authorizes the discharge of certain allowable non-stormwater discharges into waters of the United States; and

WHEREAS, to comply with the Permit, the City must maintain relevant ordinances and/or regulatory mechanisms to control pollutant discharges into and from its MS4 including the implementation and enforcement of a program to detect and eliminate illicit discharges into the MS4, to the extent allowable pursuant to authority granted the individual City under Idaho law; and

WHEREAS, through ordinance or other regulatory mechanism to the extent allowable under Idaho state law, the City must require erosion controls, sediment controls, and waste material

management controls to be used and maintained at construction projects from initial clearing through final stabilization; and

WHEREAS, to comply with the Permit, the City must maintain relevant ordinances and/or regulatory mechanisms including the management of the volume and quality of water entering the MS4, to the extent allowable pursuant to authority granted the individual City under Idaho law; and

WHEREAS, to comply with the Permit, the City must maintain relevant ordinances and/or regulatory mechanisms including the development, implementation and maintenance of a written escalating enforcement response policy (ERP); and

WHEREAS, the City has determined that the existing ordinances and/or regulatory mechanisms are insufficient to meet the requirements of the Permit and the City must adopt new regulatory mechanisms; and

WHEREAS, adoption of this Code will allow the City to meet the requirements of the Permit;

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 5, Chapter 15 of the Moscow City Code be repealed in its entirety, as follows:

~~STORMWATER RUNOFF CONTROL~~

~~Sec. 15-1: Purpose~~

~~Sec. 15-2: Definitions~~

~~Sec. 15-3: Stormwater Runoff Control Required~~

~~Sec. 15-4: Exceptions~~

~~Sec. 15-5: General Requirements~~

~~Sec. 15-6: Design and Method~~

~~Sec. 15-7: Operation and Maintenance of Stormwater Runoff Control Facilities~~

~~Sec. 15-8: Public Nuisance~~

~~Sec. 15-9: Violations; Penalties~~

~~Sec. 15-1. Purpose.~~

~~The purpose of this Chapter is to ensure that the peak rate of stormwater runoff does not increase with the addition of impervious surfaces which accompany the development of property within the jurisdiction of the City.~~

~~Sec. 15-2. Definitions.~~

For purposes of this Chapter, the following terms, phrases, words and their derivations shall have the following meanings:

- ~~A. Developer. A person who undertakes to improve a lot, tract or parcel of land for the purpose of transfer of ownership of the property or for the purpose of residential, commercial, and/or industrial development.~~
- ~~B. Impervious Surface. A surface with a runoff coefficient 'C' (as used in the Rational Method for estimating stormwater runoff) equal to or greater than 0.60.~~
- ~~C. Postdevelopment. Condition of the property after proposed improvements have been installed on the property.~~
- ~~D. Predevelopment. Condition of the property prior to improvements.~~
- ~~E. Residential Development. A subdivision, or that portion of a subdivision, containing only single family or two family dwellings.~~
- ~~F. Non Residential Development. Improvement of property which is developed for any purpose other than residential development, including institutional, commercial, industrial, and multiple family tracts of land, platted or otherwise.~~
- ~~G. Parking area(s) and Parking lot(s): Parking area(s) and/or Parking lot(s) as defined in Section 4-11-9 of this Code.~~
- ~~H. Property. A lot, tract, or parcel of land or any combination or portion thereof, platted or unplatted, including rights of way and easements.~~
- ~~I. Stormwater. Water resulting from precipitation either in the form of rain, snow, sleet, or hail.~~
- ~~J. Stormwater Runoff. Stormwater which discharges from property, structure(s) and/or surfaces on property.~~
- ~~K. Zero Net Increase Runoff. The peak rate of stormwater runoff discharging from property following installation of impervious surfaces (i.e. post development) which is equal to or less than the peak rate of stormwater runoff discharging from property prior to the installation of such impervious surfaces (i.e. predevelopment) as set forth in the Moscow Stormwater Runoff Control Standards.~~

~~Sec. 15-3. Stormwater Runoff Control Required.~~

- ~~A. No residential or nonresidential development and/or parking area(s) or parking lot(s), within the City shall be allowed to increase the rate at which stormwater runoff discharges from property unless otherwise exempted as provided herein.~~
- ~~B. 1. No building permit shall be issued by the City for a principal nonresidential structure and/or parking area(s) or parking lot(s) unless the design of the required stormwater runoff control facilities has been approved by the City. No certificate of occupancy shall be issued by the City for a principal nonresidential structure and/or parking area(s) or parking lot(s) until the installation of such facilities has been approved by the City.~~
- ~~2. No final subdivision approval shall be granted by the City for a residential subdivision unless the design for the required stormwater runoff control facilities has been approved by the City Engineer and the required stormwater facilities have been constructed, or bonded for as provided by section 5-1-10(C)(1-6) of this Code, or waived by the Council.~~
- ~~3. No final subdivision approval shall be granted by the City for a nonresidential subdivision unless the design for the required stormwater runoff control facilities has been approved by the City Engineer and the required stormwater facilities have been constructed,~~

or bonded for as provided by section 5-1-10(C)(1-6) of this Code, or waived by the Council, where such facilities are designed to be publicly maintained.

~~C. Waiver. The Council may waive or modify the requirements of this Chapter.~~

Sec. 15-4. Exceptions.

~~A. This Chapter does not apply to development or redevelopment:~~

~~1. Which has been permitted or approved by the City prior to the effective date of this Chapter, or~~

~~2. Where the total impervious surface area on the property does not exceed five thousand (5,000) square feet, or~~

~~3. Where stormwater discharges from the property directly into the South Fork of the Palouse River from property abutting the South Fork of the Palouse River and where the total impervious surface area on the property does not exceed forty thousand (40,000) square feet.~~

~~B. This Chapter does not apply to that portion of property which, following development or redevelopment, is at or below the base flood elevation as defined by the Federal Emergency Management Agency (FEMA).~~

Sec. 15-5. General Requirements.

~~A. Any and all costs, design, engineering, construction and installation of the required stormwater runoff control facilities shall be performed by or paid for by developer.~~

~~B. The required stormwater runoff control facilities shall be installed on developer's property unless developer is granted legal authority to install and maintain such facilities on another property and such installation is approved by the City.~~

~~C. Residential development.~~

~~1. Stormwater runoff control facilities for residential development shall be mutual, neighborhood-type facilities designed and installed as a public system to accommodate all impervious surfaces which exist when such residential development is ultimately fully developed. Such system shall be installed at the same time as the required public improvements.~~

~~2. Every individual lot within a residential development where a public storm control facility has been provided shall be connected to such public storm control facilities as a condition of development approval.~~

~~D. Non-Residential Development.~~

~~1. Stormwater runoff control facilities for a nonresidential subdivision shall be designed and installed to provide for the conditions of the property which exist immediately following the installation of required public improvements and shall be installed at the same time as the required public improvements.~~

~~2. Stormwater runoff control facilities for individual lots of non-residential development, platted or otherwise, shall be designed and installed at the same time as the development of such individual lot.~~

Sec. 15-6. Design and Method.

~~A. Every stormwater runoff control facility shall be designed by a person duly licensed by the State of Idaho to design such a facility. Complete plans, stamped and sealed by a person duly licensed by the State of Idaho to design such facility, shall be submitted to the City Engineer, along with all reports and necessary calculations, for review and approval prior to~~

~~final subdivision approval by the City Engineer, development approval, building permit issuance, or installation of such facility, whichever occurs first.~~

- ~~B. All methods and designs of stormwater runoff control facilities shall clearly demonstrate zero net increase runoff from the property to the satisfaction of the City Engineer.~~
- ~~C. Any and all stormwater runoff from the property shall be diverted through a system of drainage ditches, drainage ways, pipes, culverts, and/or other such appropriate appurtenances in a manner which does not increase downstream flooding or in a manner which minimizes erosion which may be caused by such stormwater runoff.~~
- ~~D. The design and installation of stormwater runoff control facilities shall be in accordance with the requirements contained within the Moscow Stormwater Runoff Control Standards as adopted by resolution of the Council from time to time.~~
- ~~E. Every stormwater runoff control facility shall be designed to minimize maintenance of such facility.~~

~~Sec. 15-7. Operation and Maintenance of Stormwater Runoff Control Facilities.~~

~~A. Residential Development.~~

~~1. The City shall assume the operation and maintenance of all residential development stormwater runoff control facilities which fully comply with the requirements of this subsection. Until all of the conditions of this subsection have been met, maintenance shall remain the responsibility of the developer. Acceptance of operation and maintenance by the City shall be subject to the following:~~

- ~~a. Construction of such facilities are fully complete and operable, in accordance with the approved plans; and~~
- ~~b. As built mylar plans have been furnished to the City; and~~
- ~~c. A thorough, neatly written operation and maintenance manual/plan prepared by the system's designer has been submitted, reviewed, and approved by the City Engineer; and~~
- ~~d. All necessary easements and/or rights of way to locate and to access such facilities have been properly granted; and~~
- ~~e. Such facilities are accepted in writing by the City Engineer.~~

~~B. Non Residential Development.~~

~~1. The property owner shall be responsible for the continual operation and maintenance of the required stormwater runoff control facility.~~

~~Sec. 15-8. Public Nuisance.~~

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

~~(Ord. 2009-04, 02/02/2009; 2021-09, 07/19/2021)~~

~~Sec. 15-9. Violations; Penalties.~~

- ~~A. Failure to comply with this Chapter shall be a misdemeanor. Any person(s) convicted of a violation of this Chapter shall be fined pursuant to this Code and the Idaho Code.~~
- ~~B. The imposition of one penalty for any violation of this Chapter shall not~~

~~—excuse such violation or permit such violation to continue and all such persons shall be required to correct or hereby remedy such violation(s) or defect within five (5) days of receiving notice of such violation.~~

~~C. Each twenty four (24) hour period or part thereof, following five (5) days notice of a violation of this Chapter, shall constitute a separate offense.~~

~~(Ord. 99-23, 7/6/99)~~

SECTION 3: That Title 5 be amended to add a new Chapter 15 titled “Stormwater Regulations” which shall replace the repealed Chapter 15 titled “Stormwater Runoff Control” as provided herein, as follows:

STORMWATER REGULATIONS

Sec. 15-1: Purpose and Intent

Sec. 15-2: Definitions

Sec. 15-3: Applicability

Sec. 15-4: Administration

Sec. 15-5: Illicit Discharges

Sec. 15-6: Erosion and Sediment Control & Stormwater Pollution Prevention

Sec. 15-7: Stormwater Runoff Control Required

Sec. 15-8: Stormwater Division Created

Sec. 15-9: Stormwater Division Administration

Sec. 15-10: Policies and Procedures

Sec. 15-11: Stormwater User Fee

Sec. 15-12: Billing and Enforcing Payment of Stormwater User Fees

Sec. 15-13: Stormwater Fund and Expenditures

Sec. 15-14: Enforcement, Inspections, and Investigations

Sec. 15-15: Penalties

Sec. 15-16: Liability for Injury or Damage

Sec. 15-17: Severability

Sec. 15-1. Purpose and Intent.

The purpose of this Chapter is to regulate the City’s, Municipal Separate Storm Sewer System (“MS4”), also known as the Stormwater Control System, including preventing the introduction of pollutants that would adversely impact surface and groundwater quality of the State of Idaho; the regulation of land disturbing and development activities which may impact the MS4; the management of the post-construction volume and quality of water entering the MS4; and the development, implementation, and maintenance of written escalating enforcement response policies (ERP) in order to comply with the requirements of the City’s National Pollutant Discharge Elimination System (“NPDES”) Permit. Premises that do not discharge water or pollutants into the City’s MS4 or waters of the State, neither directly nor indirectly, do not fall under the purview of this Chapter.

The intent of this Chapter is to:

- A. Control the introduction of pollutants to the Stormwater Control System by any person and entity.
- B. Prohibit illicit connections and discharges to the Stormwater Control System and receiving waters.
- C. Require erosion controls, sediment controls, and waste materials management controls to be used and maintained at construction sites from initial clearing through final site stabilization.
- D. Require the installation and long-term maintenance of permanent stormwater controls at new development and redevelopment project sites that discharge into the MS4.
- E. To establish and maintain a system of stormwater user fees and a City Stormwater Division to operate and maintain the City's Stormwater Control System and to manage stormwater and drainage issues within the City.
- F. To establish legal authority to carry out all inspection, surveillance, monitoring, and enforcement procedures necessary to ensure compliance with this Chapter.

Sec. 15-2. Definitions.

For purposes of this Chapter, the following terms, phrases, words, and their derivations shall have the meaning given herein. The words “shall” and “will” are always mandatory. Words not defined in this Section shall have their common and ordinary meaning.

1. *Accelerated Erosion.* Erosion induced by human activity, which exceeds natural (geologic) erosion rates.
2. *Best Management Practices (BMPs).* The schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices approved by the City that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to receiving waters.
3. *City of Moscow Stormwater Best Management Practices (BMP) Handbook.* Document approved by the City containing requirements, guidelines, suggested practices, and techniques which are related to erosion and sediment control.
4. *Clean Water Act.* The federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*), and any subsequent amendments thereto.
5. *Developer.* A person who undertakes to improve a lot, tract, or parcel of land for the purpose of transfer of ownership of the property or for the purpose of residential, commercial, and/or industrial development.
6. *Ground Water.* Water in a saturated zone or stratum beneath the surface of the land or below a surface water body.
7. *Impervious Surface.* A surface with a runoff coefficient ‘C’ (as used in the Rational Method for estimating stormwater runoff) equal to or greater than 0.60.
8. *Erosion.* The wearing away of the ground surface as a result of the movement of wind, water, or ice.
9. *Erosion and Sediment Control (ESC) Plan.* The document and plan of action approved by the City and prepared in accordance with the Moscow Stormwater Best Management Practices Handbook, pursuant to which erosion and sediment control must be implemented and executed by the holder of a City of Moscow issued Grading

- Permit or Building Permit, the designated responsible party, or the permit holder's contractor(s), subcontractor(s), agents and representatives.
10. Erosion and Sediment Control Best Management Practice (BMP). An activity, device, structure, or land treatment reasonably designed to minimize erosion potential by protecting in-place soil from being dislodged and mobilized, and those designed to inhibit the transport of sediment by inducing conditions to trap, settle, or otherwise remove sediment from surface water runoff or other media which could transport sediment.
 11. Grading. Any excavating or filling, or combination thereof, of soil, dirt, rock, or similar materials.
 12. Hazardous Materials. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, radioactive, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
 13. Illicit Connection. Any drain, conveyance, or hydraulic connection, whether surface or subsurface, which allows an illegal discharge to enter the Stormwater Control System including, but not limited to, any conveyances which allow sewage or processed wastewater to enter the Stormwater Control System and any connections to the Stormwater Control System from indoor drains and sinks, regardless of whether the connection had been previously allowed, permitted, or approved by the City or other authorized public agency.
 14. Illicit Discharge. Any direct or indirect non-stormwater discharge to the MS4 or Waters of the State prohibited under this chapter.
 15. Impervious Surface. Material which resists or blocks the passage of water into soils as would occur under natural conditions. Examples include but are not limited to, rooftops, roads, alleys, parking lots, sidewalks, patios, decks, and swimming pools.
 16. Municipal Separate Storm Sewer System (MS4) or Stormwater Control System. The City maintained system of ditches, channels, swales, culverts, basins, treatment systems, gutters, inlets, catch basins, storm pipes, outfalls, ponds, creeks, rivers, wetlands, and any other appurtenances necessary, useful or convenient for the orderly collection, conveyance, treatment, and disposal of municipal stormwater runoff.
 17. National Pollutant Discharge Elimination System (NPDES) Phase II MS4 Permit. The "Idaho Department of Environmental Quality administered Phase II Municipal Stormwater Permit" issued by the U.S. Environmental Protection Agency (E.P.A.) to the City with an effective date of October 1, 2019, and subsequent reissues.
 18. Non-Residential Development. Improvement of property which is developed for any purpose other than residential development, including institutional, commercial, industrial, and multiple family tracts of land, platted or otherwise.
 19. Non-Stormwater Discharge. Any discharge to the Stormwater Control System that is not composed entirely of stormwater.
 20. Parking Area(s). A site or portion of a site unoccupied by buildings, the surface of which is prepared for and is used, or is intended to be used, primarily for the parking or storage of motor vehicles.

21. Parking Lot(s). Parking Lots and Garages (NAICS 812930). Establishments primarily engaged in providing parking space for motor vehicles, usually on an hourly, daily, or monthly basis and/or valet parking services. For the purposes of this Chapter, a parking lot is an off-street parking facility designed for more than four (4) parking spaces.
22. Permit Holder. A Responsible Party that has been issued a City of Moscow Grading or Building Permit. Pollutant or Pollution. Any contamination or other alteration of the physical, chemical, or biological properties of any of the waters of the State including changes in temperature, taste, color, turbidity, or odor of the waters. Pollutant is also a discharge of any liquid, gaseous, solid, radioactive, or other substance into any waters of the State that will or is likely to create a nuisance or render such waters harmful, detrimental, or injurious to the public health, safety, or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish, or other aquatic life.
23. Pollution Prevention Plan. A document which describes the best management practices and activities to be implemented by a responsible party to identify sources of pollution or contamination at a premises and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.
24. Pre-Development. Condition of the property prior to improvements.
25. Premises. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking areas.
26. Post-Development. Condition of the property after proposed improvements have been installed on the property.
27. Rational Method. A formula used for calculating peak discharge rates for basins up to 200 acres.
28. Residential Development. A subdivision, or that portion of a subdivision, containing only single family or two family dwellings.
29. Responsible Party. Any person, group of persons, association, firm, partnership, corporation, governmental agency, municipality, or contractor(s) granted a Grading Permit or Building Permit by the City, or a person or company designated by the Grading Permit or Building Permit holder. The party responsible shall ensure compliance with this Chapter.
30. Routine Maintenance or Alterations. Practices conducted on a regular, periodic basis to maintain the integrity of transportation routes, rights-of-way, easements, public works, and the like.
31. Sediment. Soil particles which may be transported by water, wind, or other mechanical means.
32. Site Disturbance. The act of destroying and/or removing vegetation and/or breaking the ground surface so as to expose bare soil, creating the potential to induce accelerated erosion.
33. Storm Drain Inlets or Catch Basins. Inlets or grates located along City streets and easements, or on private property, which receiving surface water runoff and pass it into the public storm water control system.
34. Stormwater. Surface water runoff resulting from natural springs, rainfall, snowmelt, or other precipitation.

35. Stormwater Administrator. The City employee serving under the direction of the Deputy City Administrator 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.
36. Stormwater Fund. A dedicated stormwater enterprise fund that is kept separate from the City's General Fund and solely used to cover the cost of operation, maintenance, and improvement to the City's Stormwater Control System, which includes but is not limited to: updating, administering, and enforcing the City's existing and future stormwater ordinances, standards, and codes; studying, planning, operating, maintaining, and constructing the Stormwater Control System; and complying with all applicable stormwater regulations including the federally mandated regulations of the MS4 permit.
37. Stormwater Review Board. A group of City of Moscow staff chosen by the Deputy City Administrator to review appeals of the Stormwater Administrator's user fee determination.
38. Stormwater Runoff. Stormwater which discharges from property, structure(s) and/or surfaces on property.
39. Stormwater User Fee. A reasonably individualized fee charged to property owners or tenants for stormwater services provided by the City Stormwater Control System.
40. Surface Waters. Ponds, lakes, streams (perennial and intermittent), as well as wetlands that support vegetation typically adapted for life in persistently wet soil conditions.
41. Tracking of Sediment. The process whereby the tires, wheels, or tracks of vehicles or construction equipment carry sediment from the construction site to and then deposit it onto properties or public roadways.
42. Wastewater or Process Wastewater. Any liquid or water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product.
43. Waters of the State. All the accumulations of water, surface and underground, natural and artificial, public and private, or parts thereof which are wholly or partially within, which flow through or border upon the State of Idaho.
- ~~44.~~ Zero Net Increase Runoff. The peak rate of stormwater runoff discharging from property following installation of impervious surfaces (i.e. post development) which is equal to or less than the peak rate of stormwater runoff discharging from said property prior to the installation of such impervious surfaces (i.e. predevelopment) as set forth in the Moscow Stormwater Best Management Practices Handbook.

Sec. 15-3. Applicability.

- A. This Chapter shall apply to all water or other substances entering, or which have the potential to enter, the Stormwater Control System and waters of the State within the City's jurisdiction.
- B. All property, within the corporate limits of the City, containing impervious surface that drains stormwater runoff into the City's Stormwater Control System is subject to this Chapter. Properties that are not subject to the Chapter are exempt from the Stormwater user fee created by this Chapter.

Sec. 15-4. Administration.

The City Administrator shall designate an individual who shall administer this Chapter and shall be referred to as the Stormwater Administrator. The Stormwater Administrator, and/or their designee(s), shall have the authority to develop and implement policies and procedures to administer and enforce this Chapter.

Sec. 15-5. Illicit Discharges.

A. An illicit discharge does not include the existence of water or pollutants contained on private property, provided such water or pollutants are not discharged into the MS4 or waters of the State.

B. Prohibition of Illicit Discharges.

1. It is unlawful for any person to discharge, or allow to discharge, one or more pollutants into any portion of the MS4 or waters of the State such that the discharge either:
 - a. Causes or contributes to a violation of applicable State of Idaho Water Quality Standards; or
 - b. Causes or contributes to a violation of the City's NPDES Permit.
2. Prohibited discharges to the MS4 or waters of the State include, but are not limited to, the following:
 - a. Trash or debris;
 - b. Construction materials;
 - c. Petroleum products including, but not limited to, oil, gasoline, grease, fuel oil, and heating oil;
 - d. Antifreeze and other automotive products;
 - e. Metals;
 - f. Flammable or explosive materials;
 - g. Chemicals not normally found in uncontaminated water;
 - h. Acids, alkalis, or bases;
 - i. Painting products;
 - j. Degreasers and/or solvents;
 - k. Drain cleaners;
 - l. Commercial and household cleaning products;
 - m. Fertilizers or pesticides (including but not limited to herbicides, insecticides, etc.);
 - n. Steam cleaning wastes;
 - o. Pressure washing wastes;

- p. Soaps, detergents, or ammonia;
 - q. Chlorinated spa or swimming pool water;
 - r. Domestic or sanitary sewage;
 - s. Animal carcasses;
 - t. Food wastes;
 - u. Yard wastes;
 - v. Sediment;
 - w. Any hazardous material or waste not listed above; and
 - x. Non-NPDES permitted wastewater.
3. The following discharges to the MS4 or waters of the State are not prohibited unless the Stormwater Administrator determines that the type and/or amount of discharge is causing significant contamination of surface water:
- a. Diverted stream flows (i.e., channeled or piped streams);
 - b. Rising ground waters and springs;
 - c. Flows from riparian habitats and wetlands;
 - d. Uncontaminated ground water infiltration;
 - e. Uncontaminated pumped ground water;
 - f. Foundation, footing and roof drainage;
 - g. Air conditioning condensation;
 - h. Irrigation water from agricultural sources that is commingled with urban stormwater;
 - i. Uncontaminated water from crawl space pumps;
 - j. Non-stormwater discharges covered by another NPDES permit or State waste discharge permit; and
 - k. Discharges from emergency firefighting activities.
4. The following types of discharges to the MS4 or waters of the State shall only be permitted if the following conditions are met:
- a. Discharges from potable water sources, including water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water; planned discharges shall be de-chlorinated to a concentration of 0.1 ppm or less, pH-adjusted if necessary, and volumetrically and velocity controlled to prevent re-suspension of sediments in the Stormwater Control System;

- b. Discharges from lawn watering and other irrigation runoff; these discharges shall be minimized through water conservation efforts;
 - c. Dechlorinated spa or swimming pool discharges; these discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted and re-oxygenated if necessary, and volumetrically and velocity controlled to prevent re-suspension of sediments in the Stormwater Control System. Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water. Spa or swimming pool cleaning wastewater and filter backwash shall not be discharged to the Stormwater Control System;
 - d. Discharges of street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents; these discharges shall be minimized by the City through public education activities. To avoid washing pollutants into the MS4, permittees shall minimize the amount of street wash and dust control water used in accordance with the City of Moscow Stormwater BMP Handbook;
 - e. Other Non-Stormwater Discharges. Other non-stormwater discharges shall follow the requirements of a pollution prevention plan reviewed by the City which addresses control of such discharges.
5. Discharge prohibitions shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Environmental Protection Agency or Idaho Department of Environmental Quality; provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and provided that written approval has been granted by the City of Moscow for any discharge to the Stormwater Control System.

C. Prohibition of Illicit Connections.

- 1. The construction, use, maintenance or continued existence of illicit connections to the Stormwater Control System is prohibited.
- 2. This prohibition expressly includes, without limitation, illicit connections made prior to enactment of this Chapter, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

D. General Requirements.

- 1. Requirement to Eliminate Illicit Discharges. The Stormwater Administrator may require, by providing written notice to a property owner or person responsible for an illicit discharge, to immediately, or by a specified date, at their own expense, discontinue the discharge, clean up the polluting matter and, if necessary, take measures to eliminate the source of the discharge to prevent the reoccurrence of discharges.
- 2. Requirement to Eliminate Illicit Connections. The Stormwater Administrator may require, by providing written notice to a property owner or person responsible for an illicit connection to the Stormwater Control System, to eliminate the connection, at

their own expense, by a specified date, regardless of whether or not the connection had been established or approved previously.

3. Requirement to Implement Best Management Practices. The owner or operator of a commercial or industrial establishment and the property owner(s) for said commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the Stormwater Control System or waters of the State through the use of structural and non-structural BMPs (as listed and described in the current version of the Stormwater Management Manual for Eastern Washington). The Stormwater Administrator may require any person responsible for a property or premises, which is, or may be, the source of an illicit discharge to implement, at their own expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the Stormwater Control System.
4. Watercourse Protection. Any person owning property through which a watercourse passes shall keep and maintain that part of the watercourse within the property free of trash, debris, and other items that would pollute or contaminate the flow of water through the watercourse.
5. Notification of Illicit Discharges. Notwithstanding other requirements of law, as soon as any responsible party for any premises has information of any known or suspected illicit discharges into the Stormwater Control System or waters of the State, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such illicit discharge, and shall notify the City through the Illicit Discharge Detection and Elimination hotline (208-883-7230) and, in the case of a hazardous material discharge, shall notify the City by calling 911.

Sec. 15-6. Erosion and Sediment Control & Stormwater Pollution Prevention

A. Erosion and Sediment Control Required.

1. Site practices. Grading, excavation, or other activities that accelerate soil erosion shall include industry-standard practices and shall be conducted in such a manner as to minimize soil erosion and contain sediment on the site. These site practices shall be implemented and maintained during site disturbance activities until the final-graded soils are vegetated or treated with long-term surface protection. Erosion and sediment control BMPs shall be at the discretion of the responsible party for the site and shall be conducted in accordance with the City of Moscow Stormwater BMP Handbook.
2. Tracking and Dumping.
 - a. Tracking of sediments is prohibited to the maximum extent practicable. If any person tracks, dumps, drops, or otherwise permits to be deposited, any soil, mud, rock (except within the public right-of-way when crushed aggregate is to be used for routine maintenance or alterations of public works), or other such debris onto adjacent property, surface waters, public rights-of-way, or into any part of the public stormwater system, then such deposits shall be removed by the end of the work day, or immediately if a safety hazard results or if there is a reasonable

likelihood of causing irreparable harm to the site or to adjacent property. Washing tracked or dumped sediment to the public Stormwater Control System is prohibited.

- b. The temporary storage of soil, sand, rock or other materials in the public rights-of-way, not otherwise addressed by the applicable grading permit for the associated construction activities, is not permitted without advance written authorization of City. Any person or entity that stores any soil, sand, rock, or other materials in the public rights-of-way without written authorization is in violation of this Chapter and will be subject to the civil penalties provided by this Chapter. Furthermore, the City, at its discretion, may remove the soil, sand, rock, or other materials if the responsible party fails to do so and the responsible party shall reimburse the City for its cost to remove the unauthorized soil, sand, rock, or materials.
3. Dust control. All disturbed sites with exposed soil surfaces or soil stockpiles shall implement practices designed to minimize wind erosion and dust in accordance with the City of Moscow Stormwater BMP Handbook.

B. Exemptions.

An erosion and sediment control plan is not required for the following activities (however, all persons are subject to the requirements of Sec. 15-6.A of this Chapter.):

1. Routine maintenance or alterations of:
 - a. Railroads within the established railroad rights-of-way;
 - b. State roadways within the State-owned rights-of-way; and
 - c. City streets or utilities within the public rights-of-way when work is done by the City.
2. Landscaping or gardening by the property owner, provided that the work provides benefits for the owner's personal use and not for sale.
3. Work related directly to vegetable and flower gardens, orchards, lawns, or similar projects.

C. Erosion and Sediment Control Plans Considerations.

1. All site disturbing activities which expose greater than 600 sq. ft. of soil require an Erosion and Sediment Control (ESC) Plan. The complexity of ESC Plan requirements is generally based upon the amount of land disturbing activity which takes place. Other factors which should be considered in determining the appropriate erosion risk when developing an ESC Plan include:
 - a. Steep slopes within the project area;
 - b. The effects of site disturbance will persist into the time period from October 1 through June 1;
 - c. Steep slopes adjacent to the site;

- d. Significant run-on water from upslope areas;
 - e. Significant stockpiles of soil to be stored on site;
 - f. Proximity to receiving surface waters; and
 - g. Other special conditions deemed critical by the City.
2. ESC Plans and Stormwater Pollution Prevention Plans (SWPPPS).
- a. All ESC plans shall be completed in accordance with the City of Moscow Stormwater BMP Handbook.
 - b. Construction projects that disturb one or more acres (including projects that disturb less than one acre but are part of a common plan of development or sale that disturb one or more acres), shall obtain Idaho Pollutant Discharge Elimination System (IPDES) permit coverage under the current version of the Idaho Construction General Permit (CGP) prior to beginning work. A Stormwater Pollution Prevention Plan (SWPPP) is a required part of CGP submission and coverage, and may be submitted to the City to meet ESC Plan requirements.

D. Site Inspection and Maintenance of Controls.

- 1. The written ESC Plan shall address the issues of inspection and maintenance of installed controls at the site. The responsible party shall conduct field inspections and shall perform any maintenance work needed to preserve the integrity of erosion and sediment controls. Field inspections shall occur at a minimum on bi-weekly intervals and immediately after any significant surface-water runoff event which induces potential for erosion and sedimentation. Maintenance of BMPs shall be completed in accordance with the City of Moscow Stormwater BMP Handbook.
- 2. The responsible party shall follow acceptable procedures found in the Idaho Catalog of Storm Water Best Management Practices for the handling and storage of hazardous materials on the site to prevent contamination of sediment and storm water runoff leaving the site. Such procedures shall be described in the written ESC Plan.

E. Security Posted.

For any site with a proposed disturbed area that exceeds forty thousand (40,000) square feet (3,730 sq. meters), no grading, excavation, or other site disturbance activity shall commence without the responsible party first submitting to the City proof of deposit of security to provide funds for rehabilitating the disturbed area. A performance bond, irrevocable letter of credit, cash escrow, or other security acceptable to the City, and naming the City as the protected party, shall be required from the responsible party until such security is released by the City. The amount of the security shall be no less than three percent (3%) of the estimated total cost of grading and excavation.

F. Failure to Comply with ESC Plan.

Failure to comply with the conditions of the ESC Plan may result in issuance of stop work orders; non-issuance of building permits; holding of certificates of occupancy for residential, commercial, and industrial sites; or similar action by the City until compliance is reached.

Enforcement of this Section will also follow the City of Moscow Enforcement Response Policy (ERP) for Construction Site Runoff Control.

G. Modifications to ESC Plan.

Any proposed changes or modifications to the ESC Plan shall be submitted in writing to the City for approval.

H. Completion of Work.

1. Upon completion of all grading work specified in the grading permit, the permit holder shall notify the City that conditions of the permit have been met and that the site is ready for final inspection. Final approval shall not be given until all work specified in the permit, including final site stabilization and removal of temporary BMPs, as applicable, has been completed to the satisfaction of the City.
2. In cases where a site has received final approval and then is sold in a semi-developed condition to a subsequent purchaser, the subsequent purchaser shall assume responsibility for the site as the responsible party. If the subsequent purchaser intends to conduct grading or other soil disturbing activity on the site other than that contained within the original permit for the site, then application must be made for a new permit with a revised ESC Plan which encompasses the additional activity on the site, unless otherwise exempted. Appropriate security under Sec. 20-6.E. must be submitted for approval by the responsible party, unless otherwise exempted. Regardless of ownership or condition of a site, practices shall be implemented to prevent the delivery of significant quantities of sediment off-site.

Sec. 15-7. Stormwater Runoff Control Required.

- A. No residential or nonresidential development and parking area(s) or parking lot(s) within the City shall be allowed to increase the rate at which stormwater runoff discharges from property in conformance with the standards and requirements specified in this Chapter unless otherwise exempted as provided herein.
- B. No building permit shall be issued by the City for a principal nonresidential structure and/or parking area(s) or parking lot(s) unless the design of the required stormwater runoff control facilities has been approved by the City. No certificate of occupancy shall be issued by the City for a principal nonresidential structure and/or parking area(s) or parking lot(s) until the installation of such facilities has been approved by the City.
- C. No final subdivision approval shall be granted by the City for a residential subdivision unless the design for the required stormwater runoff control facilities has been approved by the City Engineer and the required stormwater facilities have been constructed or bonded for as provided by the applicable Moscow City Code.
- D. No final subdivision approval shall be granted by the City for a nonresidential subdivision unless the design for the required stormwater runoff control facilities has been approved by the City Engineer and the required stormwater facilities have been constructed, or bonded for as provided by the applicable Moscow City Code , where such facilities are designed to be publicly maintained.

E. Exceptions.

1. This Section does not apply to development or redevelopment:
 - a. Which has been permitted or approved by the City prior to the effective date of this Chapter, or
 - b. Where the total impervious surface area on the property does not exceed ten thousand (10,000) square feet.
2. This Section does not apply to that portion of property which, following development or redevelopment, is at or below the base flood elevation as defined by the Federal Emergency Management Agency (FEMA).

F. General Requirements for Developments.

1. Any and all costs, design, engineering, construction and installation of the required stormwater runoff control facilities shall be performed by or paid for by the developer.
2. The required stormwater runoff control facilities shall be installed on developer's property unless developer is granted legal authority to install and maintain such facilities on another property and such installation is approved by the City.
3. Residential Development.
 - a. Stormwater runoff control facilities for residential development shall be mutual, neighborhood-type facilities designed and installed as a public system to accommodate all impervious surfaces which exist when such residential development is ultimately fully developed. Such system shall be installed at the same time as the required public improvements.
 - b. Every individual lot within a residential development where a public storm control facility has been provided shall be connected to such public storm control facilities as a condition of development approval.
4. Non-Residential Development.
 - a. Stormwater runoff control facilities for a nonresidential subdivision shall be designed and installed to provide for the conditions of the property which exist immediately following the installation of required public improvements and shall be installed at the same time as the required public improvements.
 - b. Stormwater runoff control facilities for individual lots of non-residential development, platted or otherwise, shall be designed and installed at the same time as the development of such individual lot.

G. Design and Method.

1. Required permanent stormwater controls shall be sufficient to retain onsite the runoff volume produced from a 24-hour, 95th percentile storm event (0.82 inches); or sufficient to provide detention and the level of pollutant removal greater than pollutant removal expected by using onsite retention of runoff volume produced from a 24-hour, 95th percentile storm event.

2. Every stormwater runoff control facility shall be designed by a person duly licensed by the State of Idaho to design such a facility. Complete plans, stamped and sealed by a person duly licensed by the State of Idaho to design such facility, shall be submitted to the City Engineer and the Stormwater Administrator, along with all reports and necessary calculations, for review and approval prior to final subdivision approval by the City Engineer, development approval, building permit issuance, or installation of such facility. All design plans shall be in compliance with the City of Moscow Stormwater BMP Handbook, the City of Moscow Construction Design Standards, and the Moscow City Code.
3. Any and all stormwater runoff from the site shall be diverted through a system of drainage ditches, drainage ways, pipes, culverts, and/or other such appropriate appurtenances.
4. The design and installation of stormwater runoff control facilities shall be in accordance with the requirements contained within the City of Moscow Stormwater BMP Handbook.
5. Every stormwater runoff control facility shall be designed to minimize maintenance of such facility.

H. Operation and Maintenance of Stormwater Runoff Control Facilities.

1. Residential Development.

The City shall assume the operation and maintenance of all residential development stormwater runoff control facilities which fully comply with the requirements of this Subsection. Until all of the conditions of this Subsection have been met, maintenance shall remain the responsibility of the developer. Acceptance of operation and maintenance by the City shall be subject to the following:

- a. Construction of such facilities are fully complete and operable, in accordance with the approved plans;
- b. As-built mylar plans have been furnished to the City;
- c. A thorough, neatly written operation and maintenance manual/plan prepared by the system's designer has been submitted, reviewed, and approved by the City Engineer;
- d. All necessary easements and/or rights-of-way to locate and to access such facilities have been properly granted; and
- e. Such facilities are accepted in writing by the City Engineer.

2. Non-Residential Development.

The property owner shall be responsible for the continual operation and maintenance of the required stormwater runoff control facility.

Sec. 15-8. Stormwater Division Created.

A. Stormwater Division Created. There is hereby created and established a Stormwater Division for the City. The Stormwater Division will have regulatory authority and responsibility for planning, design, construction, maintenance, operation, and administration of the City's Stormwater Control System, and the services provided by the City's Stormwater Control System.

B. Stormwater Division's Regulatory Functions. The Stormwater Division is charged with administering and enforcing the City's existing stormwater ordinances, codes, and standards, as well as developing, administering, and enforcing future stormwater ordinances, codes, and standards necessary to comply with State and Federal regulations affecting the City's provision of stormwater services to customers within the City.

Sec. 15-9. Stormwater Division Administration.

A. Stormwater Division Administration. The Stormwater Division shall be administered under the direction of a Deputy City Administrator. The Stormwater Division will be administered in a manner similar to the City's existing Public Utilities.

B. Stormwater Administrator. The Stormwater Division, Stormwater Control System, and the 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 Administrator who is charged with supervising and overseeing the City's Stormwater Division.

C. Annual Reports. In order for the City Council to exercise its authority under Idaho Code § 50-1031, the Stormwater Division shall provide the City 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.

Sec. 15-10. Policies and Procedures.

The Stormwater Administrator is authorized to establish and update, from time to time, written policies and procedures to implement the provisions of this Chapter.

Sec. 15-11. Stormwater User Fee.

A. Stormwater User Fee. The City may establish a system of periodic stormwater user fees that are proportionate to the costs of providing proprietary stormwater services to customers within the City in accordance with the costs of the operation and maintenance of the City's Stormwater Control System, including administration, planning, repair, improvement, regulatory compliance, and other stormwater costs, and for any redemption of bonds that are used to finance any system improvement.

B. Fee Established by Resolution. The fee authorized by this Chapter will be set by Resolution of the City Council.

C. Nature and Purpose of User Fee. The fees authorized by this Ordinance are not a one-time impact fee, capitalization fee, or buy-in fee. Rather, the fees will be charged to users on an

ongoing, periodic basis. Revenue collected may be used for ongoing and recurring stormwater expenses, such as operations and maintenance, as well as capital expenditures and retirement of debt associated with capital expenditures.

- D. Quantification of User Fee. The amount of a customer's stormwater user fee shall be based on the user's pro-rata share of the cost of service a City stormwater customer receives from the City Stormwater Control System. The fee shall be reasonably determined based on the volume of runoff from a customer's property (as reflected in the extent of impermeable surface) into the City Stormwater Control System. Impervious surface area is well correlated with urban runoff volume; therefore, the volume of runoff into the City Stormwater Control System will be based on the amount of impervious surface on a customer's property that drains into the City Stormwater Control System. In addition, to better individualize user fees, customers may provide information to the City under Subsections 'E' and 'I' of this Section regarding on-site factors that eliminate or reduce the volume of customer's runoff, or the pollution it contains.
- E. System of User Fee Credits. The City shall provide a written system of user fee credits to better individualize fees to reflect a customer's stormwater burdens and services. The system of user fee credits will reasonably account for on-site practices or conditions that significantly (1) affect the expected volume and pollution of runoff flowing from a customer's property to the City Stormwater Control System; or (2) otherwise affect the cost for the City to manage and dispose of the customer's runoff. Some classes of stormwater customers may provide information to the Stormwater Administrator and apply for applicable user fee credits. A decision regarding credit eligibility will be made by the Stormwater Administrator within thirty (30) days of receiving a complete application. The burden of proof for initial and ongoing credit eligibility shall lie with the customer. The City may, at its discretion, charge a credit application processing fee that reasonably reflects the administrative cost of reviewing and processing the application.
- F. Exemption from User Fee. Properties that do not use the Stormwater Control System are exempt from the Stormwater User Fee because: (1) the property has no impermeable surface, (2) the property is served by its own stormwater system such that the property's stormwater runoff does not discharge to the City's Stormwater Control System, or (3) the property is directly and indirectly hydraulically disconnected from the City's Stormwater Control System. Customers may submit a request for an exemption under Subsections 'E' and 'I' of this Section.
- G. Periodic Revisions to Fee Calculation. The City shall periodically review the stormwater fee structure and rate and make adjustments as necessary to account for the most recent information on anticipated stormwater costs, debt obligations, revenue on hand, and anticipated fees and other revenue.
- H. Customer Database. The City will use readily available information, such as aerial photographs or other data, to prepare a stormwater customer database containing calculations of impervious surface area on parcels within the City, along with parcel ownership. The City shall keep and maintain the customer database of impervious surface and fees over time. The

City will recalculate a customer's impervious surface and fee, including reviewing whether the property is exempt, each time additional development occurs on the property that would significantly increase or decrease the amount of the fee. The recalculation of the fee will be triggered by an application for a building or site development permit.

- I. Stormwater User Fee Corrections. The City shall provide a process for customers to submit information to the Stormwater Administrator to adjust or eliminate their stormwater user fee. A customer who believes that their fee is based on an incorrect calculation of impervious surface, that the subject property does not receive any drainage services from the City Stormwater Control System (for the reasons described in Subsection F above), or otherwise has an incorrect fee, may submit a written recalculation request to the Stormwater Administrator within thirty (30) days after the fee is established or adjusted. The request must identify the basis for disagreement with the user fee and be accompanied by relevant supporting documentation. The City shall determine whether the fee should be recalculated and, if so, recalculate the fee, and notify the requestor, in writing, no later than thirty (30) calendar days following receipt of the completed written request for recalculation.
- J. Appeal of Stormwater User Fee Correction Decision. The Stormwater Administrator's decision regarding user fee credits or correction of user fees, as allowed under Subsections 'E' and 'I' of this Section, may be appealed to the Stormwater Review Board by submitting a written appeal to the Stormwater Administrator within thirty (30) calendar days after the Stormwater Administrator issues their decision. The request must identify the error(s) committed by the City in recalculating the fee and any other basis for claim of incorrect calculation and be accompanied by relevant supporting documentation. The Stormwater Review Board will not hold a public hearing on the appeal but will meet and review all submitted information and decide on the appeal. A final written decision from the Review Board will be issued no later than thirty (30) calendar days following receipt of the completed written appeal, unless the appellant agrees to an extension. The final written decision from the Review Board is the final administrative action of the City.
- K. Refund of Overpayment. The City will refund any stormwater user fee overpayment, plus any statutory interest, within thirty (30) calendar days if either the Stormwater Administrator or the Stormwater Review Board determines that a user fee was improperly calculated as allowed by this Section.

Sec. 15-12. Billing and Enforcing Payment of Stormwater User Fees.

All billings for user fees charged under the provisions of this Chapter will be billed and collected in the same manner as the City's other Public Utilities as it relates to billing, payment, delinquency, and penalty provisions.

Sec. 15-13. Stormwater Fund and Expenditures.

- A. Segregation of Funds. All fees and charges received and collected under authority of this Chapter shall be deposited and credited to a special enterprise fund to be designated as the Stormwater Fund. All revenue accruing to the Stormwater Fund shall be maintained in a separate fund account, and shall be tracked separately from the City's general revenue fund.

- B. Accounting of Receipts and Expenditures. The accounts of the Stormwater Fund created by this Section shall show all receipts and expenditures for the maintenance, construction, operation, upkeep and repair of the City's Stormwater Control System, including the payment of any System bonds issued by the City, which, from time to time, may be outstanding.
- C. Other Revenue Sources. From time to time, the City, in its discretion, may deposit other monies into the Stormwater Fund to be used to cover stormwater costs, including, for example, revenue from grants, damages or penalties collected, or contributions of general revenue of the City.
- D. Expenditure on System Expenses Only. All funds generated by this Chapter, as well as other deposits to the Stormwater Fund as provided in Subsection C, will only be expended on the operation, maintenance and other expenses, including regulatory compliance, of the Stormwater Control System. Charges for services provided by general fund departments to the **stormwater** utility may be charged to the Stormwater Fund. No general street maintenance, repairs, or improvements such as filling potholes, repaving, striping, winter sanding, removal of limbs and other large debris from streets, or other general fund expenditures may be charged to the Stormwater Fund; however, repair and replacement of curbs and gutters and removal of pollutants from the Stormwater Control System via sweeping or other methods is authorized in order to maintain the integrity of the Stormwater Control System and comply with applicable regulations. The Stormwater Administrator and the Finance Director are charged with adopting additional policies and guidelines to ensure that monies in the Stormwater Fund are only spent on valid Stormwater Control System expenses.
- E. Availability of Deposited Funds. As provided by law, when budgeted and appropriated, the funds and credits to the account of the Stormwater Fund shall be available for the payment of maintenance, operation, repairs, and upkeep of the Stormwater Control System, compliance with the MS4 Permit, and to the extent legally available for the payment of principal and interest of any revenue bonds which shall from time to time may be outstanding.
- F. Independence from the General Fund. The Stormwater Division shall operate independently of the City's general fund and shall have the same relationship to the City as the City's current Utility Programs. Upon creation of the Stormwater Division, the City's drainage facilities and assets, other than streets, shall be transferred to the Stormwater Division in accordance with Governmental Accounting Standards Board (GASB) Financial Reporting Principles.

Sec. 15-14. Enforcement, Inspections, and Investigations.

A. Enforcement.

The Stormwater Administrator shall be responsible for enforcing this Chapter. The Stormwater Administrator is authorized to investigate suspected violations, issue violation notices, cease and desist orders, notices of civil infractions, issue stop work orders, levy penalties, recover costs and institute civil actions. Recourse to any single remedy shall not

preclude recourse to any other remedy available to the City under Moscow City Code or State law. Enforcement of this Chapter will follow the City of Moscow Enforcement Response Policy (ERP) for Construction Site Runoff Control, ERP for Illicit Discharge Detection and Elimination, and ERP for Permanent Stormwater Controls Management.

B. Inspections and Investigations.

1. Routine or area inspections shall be based upon such reasonable selection processes as may be deemed necessary to carry out the objectives of this Chapter, including but not limited to, random sampling and sampling in areas with evidence of storm water pollution, illicit discharges, or similar factors.
2. Whenever necessary to inspect to enforce any of the provisions of this Chapter, or whenever the Stormwater Administrator has reasonable cause to believe there exists in any building or upon any premises any condition which may constitute a violation of the provisions of this Chapter, the Stormwater Administrator may enter such building or premises at all reasonable times to inspect the same or perform any duty imposed upon the Stormwater Administrator by this Chapter; provided that
 - a. If such building or premises is occupied, they first shall present proper credentials and request entry; and
 - b. If such building or premises is unoccupied, they first shall make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry.
3. The property owner or occupant shall have the right to refuse entry, but, in the event such entry is refused, the Stormwater Administrator is hereby empowered to seek assistance from the Idaho Department of Environmental Quality and/or any court of competent jurisdiction in obtaining such entry and performing such inspection. The Stormwater Administrator shall have access to all records that must be kept under the conditions of an NPDES permit to discharge stormwater. If a property owner or occupant has security measures in force which require proper identification and clearance before entry into its premises, the property owner or occupant shall make the necessary arrangements to allow access to the Stormwater Administrator.

C. Monitoring and Sampling.

The Stormwater Administrator has the right to install or require the property owner to install monitoring equipment at the property owners expense as is reasonably necessary in the opinion of the Stormwater Administrator to conduct appropriate monitoring and/or sampling of the stormwater discharge from the premises. The sampling and monitoring equipment for the premises shall be maintained at all times in a safe and proper operating condition by the property owner at their expense.

Sec. 15-15. Penalties.

- A. Failure to comply with the provisions of this Chapter is a civil infraction, with the exception of violation of a stop work order, which shall be a misdemeanor. Upon conviction thereof in a court of competent jurisdiction, a failure to comply shall be punished pursuant to this Code and the Idaho Code. Each separate day during which any violation of a stop work order

occurs or continues shall be deemed to constitute a separate offense, and upon conviction thereof shall be punishable as a misdemeanor. Each separate day during which any violation of this Chapter occurs or continues shall be deemed to constitute a separate offense, and upon conviction thereof shall be punishable as stated herein.

B. Any person violating any provision of this Chapter shall be subject to the following unless other penalties are prescribed:

1. It is an infraction punishable by a fine of one hundred dollars (\$100) plus court costs for any person to violate provisions of this Chapter for a first violation.
2. A second violation, including failure to resolve an initial infraction, within five (5) years is an infraction punishable by a fine of three hundred dollars (\$300) plus court costs.
3. A third violation within five (5) years shall be a misdemeanor as defined by the Idaho Code and shall subject such person up to the maximum misdemeanor penalties as provided in the Idaho Code.

Sec. 15-16. Liability for Injury or Damage.

Nothing contained in this Chapter is intended to be nor shall it be construed to create or form the basis for any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from the failure of a side sewer to conform to the provisions of this Chapter, or by reason or in consequence of any inspection, notice, order, certificate, permission or approval authorized, issued or done, or failure to act in connection with the implementation or enforcement of this Chapter, or by reason of any action or inaction on the part of the City related in any manner to the enforcement of this Chapter by its officers, employees or agents.

Sec. 15-17. Severability.

If any one or more section, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 4: That Title 5, Chapter 19 of the Moscow City Code be repealed in its entirety, as follows:

STORMWATER USER FEES

~~Sec. 19-1: Authorization~~

~~Sec. 19-2: Purpose~~

~~Sec. 19-3: Definitions~~

~~Sec. 19-4: Applicability~~

~~Sec. 19-5: Stormwater Division Created~~

~~Sec. 19-6: Stormwater Division Administration~~

~~Sec. 19-7: Policies and Procedures~~

~~Sec. 19-8: Stormwater User Fee~~

~~Sec. 19-9: Billing and Enforcing Payment of Stormwater User Fees~~

~~Sec. 19-10: Stormwater Fund and Expenditures~~

Sec. 19-1. Authorization.

~~This Chapter is enacted pursuant to the authority vested in the City by Article XII, Section 2 of the Idaho Constitution, the Idaho Revenue Bond Act (I.C. § 50-1027-50-1042) and Idaho Code Sections 50-301, 50-332, 50-333 and 63-1311.~~
(added 2021-03, 02/01/2021)

Sec. 19-2. Purpose.

~~—The purposes of this Chapter are:~~

- ~~A. To equitably allocate the operation, maintenance, improvement, and regulatory compliance expenses of the City's Stormwater Control System to users of the System in proportion to the level and type of services received from the System.~~
- ~~B. To provide for the establishment of a system of stormwater user fees and provide that the fees collected are set aside and designated solely for use for the maintenance, operations, improvements, regulatory requirements, and program costs of the City's Stormwater Control System.~~
- ~~C. To provide that all services mandated or authorized by this Chapter be furnished to customers at the lowest possible cost.~~
- ~~D. To establish standards and implement programs necessary and/or convenient to comply with the requirements of the City's MS4 Permit as well as the rules governing collection, treatment, detention and disposal of stormwater over the shallow and deep aquifers that underlie Moscow.~~
- ~~E. To establish a City Stormwater Division to operate and maintain the City's Stormwater Control System and to manage stormwater and drainage issues within the City.~~

(added 2021-03, 02/01/2021)

Sec. 19-3. Definitions.

~~For purposes of this Chapter, the following terms and acronyms shall have the meaning herein set forth unless the text of the use of the term clearly requires otherwise:~~

- ~~A. *Administrator or Stormwater Administrator.* The person serving under the direction of the Deputy City Administrator 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.~~
- ~~B. *Impervious Surface.* Material which resists or blocks the passage of water into soils as would occur under natural conditions. Examples include but are not limited to, rooftops, roads, alleys, parking lots, sidewalks, patios, decks, and swimming pools.~~
- ~~C. *MS4 Permit.* The national pollutant discharge elimination system (NPDES) permit issued to the City by the Environmental Protection Agency in compliance with the provisions of the Clean Water Act, 33 USC section 1251 et seq., as amended by the Water Quality Act of 1987, PL 100-4, for stormwater discharges from small municipal separate storm sewer systems also known and referred to as an MS4 Permit. Idaho is in the process of assuming primacy for the Federal MS4 permitting program, after which the Idaho Department of Environmental Quality will assume regulatory responsibility from the EPA.~~
- ~~D. *Stormwater Control System.* The City maintained system of ditches, channels, swales, culverts, basins, treatment systems, gutters, inlets, storm pipes, outfalls, ponds, creeks, rivers, wetlands, and any other appurtenances necessary, useful or convenient for the orderly collection, conveyance, treatment, and disposal of municipal stormwater runoff.~~

- ~~E.—*Stormwater Fund.* A dedicated stormwater enterprise fund that is kept separate from the City's General Fund and solely used to cover stormwater costs, such as but not limited to: updating, administering, and enforcing the City's existing and future stormwater ordinances, standards, and codes; studying, planning, operating, maintaining, and constructing the Stormwater Control System; and complying with all applicable stormwater regulations.~~
- ~~F.—*Stormwater Review Board.* A group of people chosen by the Deputy City Administrator to review appeals of the Stormwater Administrator's user fee determination.~~
- ~~G.—*Stormwater User Fee.* A reasonably individualized fee charged to property owners or tenants for stormwater services provided by the City Stormwater Control System.~~
- ~~(added 2021-03, 02/01/2021; 2024-17, 09/03/2024)~~

~~Sec. 19-4. Applicability.~~

~~All property, within the corporate limits of the City, containing impervious surface that drains stormwater runoff into the City's Stormwater Control System is subject to this Chapter. Properties that are not subject to the Chapter are exempt from the Stormwater user fee created by this Chapter.~~

~~(added 2021-03, 02/01/2021)~~

~~Sec. 19-5. Stormwater Division Created.~~

- ~~A.—*Stormwater Division Created.* There is hereby created and established a Stormwater Division for the City. The Stormwater Division will have regulatory authority and responsibility for planning, design, construction, maintenance, operation, and administration of the City's Stormwater Control System, and the services provided by the City's Stormwater Control System.~~
- ~~B.—*Stormwater Division's Regulatory Functions.* The Stormwater Division is charged with administering and enforcing the City's existing stormwater ordinances, codes, and standards, as well as developing, administering, and enforcing future stormwater ordinances, codes, and standards necessary to comply with State and Federal regulations affecting the City's provision of stormwater services to customers within the City.~~
- ~~(added 2021-03, 02/01/2021)~~

~~Sec. 19-6. Stormwater Division Administration.~~

- ~~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.~~
- ~~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.~~
- ~~(added 2021-03, 02/01/2021; 2024-17, 09/03/2024)~~

~~Sec. 19-7. Policies and Procedures.~~

~~The Stormwater Administrator is authorized to establish and update, from time to time, written policies and procedures to implement the provisions of this Chapter.~~

~~(added 2021-03, 02/01/2021)~~

~~Sec. 19-8. Stormwater User Fee.~~

- ~~A. Stormwater User Fee. The City may establish a system of periodic stormwater user fees that are proportionate to the costs of providing proprietary stormwater services to customers within the City in accordance with the costs of the operation and maintenance of the City's Stormwater Control System, including administration, planning, repair, improvement, regulatory compliance, and other stormwater costs, and for any redemption of bonds that are used to finance any system improvement.~~
- ~~B. Fee Established by Resolution. The fee authorized by this Chapter will be set by Resolution of the City Council.~~
- ~~C. Nature and Purpose of User Fee. The fees authorized by this Ordinance are not a one-time impact fee, capitalization fee, or buy-in fee. Rather, the fees will be charged to users on an ongoing, periodic basis. Revenue collected may be used for ongoing and recurring stormwater expenses, such as operations and maintenance, as well as capital expenditures and retirement of debt associated with capital expenditures.~~
- ~~D. Quantification of User Fee. The amount of a customer's stormwater user fee shall be based on the user's pro-rata share of the cost of service a City stormwater customer receives from the City Stormwater Control System. The fee shall be reasonably determined based on the volume of runoff from a customer's property (as reflected in the extent of impermeable surface) into the City Stormwater Control System. Impervious surface area is well correlated with urban runoff volume; therefore, the volume of runoff into the City Stormwater Control System will be based on the amount of impervious surface on a customer's property that drains into the City Stormwater Control System. In addition, to better individualize user fees, customers may provide information to the City under Subsections 'E' and 'I' of this Section regarding on-site factors that eliminate or reduce the volume of customer's runoff, or the pollution it contains.~~
- ~~E. System of User Fee Credits. The City shall provide a written system of user fee credits to better individualize fees to reflect a customer's stormwater burdens and services. The system of user fee credits will reasonably account for on-site practices or conditions that significantly (1) affect the expected volume and pollution of runoff flowing from a customer's property to the City Stormwater Control System; or (2) otherwise affect the cost for the City to manage and dispose of the customer's runoff. Some classes of stormwater customers may provide information to the Administrator and apply for applicable user fee credits. A decision regarding credit eligibility will be made by the Administrator within thirty (30) days of receiving a complete application. The burden of proof for initial and ongoing credit eligibility shall lie with the customer. The City may, at its discretion, charge a credit application processing fee that reasonably reflects the administrative cost of reviewing and processing the application.~~
- ~~F. Exemption from User Fee. Properties that do not use the Stormwater Control System are exempt from the Stormwater User Fee because: (1) the property has no impermeable surface; (2) the property is served by its own stormwater system such that the property's stormwater runoff does not discharge to the City's Stormwater Control System, or (3) the property is directly and indirectly hydraulically disconnected from the City's Stormwater Control System. Customers may submit a request for an exemption under Subsections 'E' and 'I' of this section.~~
- ~~G. Periodic Revisions to Fee Calculation. The City shall periodically revisit the stormwater fee structure and rate and make adjustments as necessary to account for the most recent~~

~~information on anticipated stormwater costs, debt obligations, revenue on hand, and anticipated fees and other revenue.~~

- ~~H. Customer Database. The City will use readily available information, such as aerial photographs or other data, to prepare a stormwater customer database containing calculations of impervious surface area on parcels within the City, along with parcel ownership. The City shall keep and maintain the customer database of impervious surface and fees over time. The City will recalculate a customer's impervious surface and fee, including reviewing whether the property is exempt, each time additional development occurs on the property that would significantly increase or decrease the amount of the fee. The recalculation of the fee will be triggered by an application for a building or site development permit.~~
- ~~I. Stormwater User Fee Corrections. The City shall provide a process for customers to submit information to the Administrator to adjust or eliminate their stormwater user fee. A customer who believes that their fee is based on an incorrect calculation of impervious surface, that the subject property does not receive any drainage services from the City Stormwater Control System (for the reasons described in Subsection F above), or otherwise has an incorrect fee, may submit a written recalculation request to the Administrator within thirty (30) days after the fee is established or adjusted. The request must identify the basis for disagreement with the user fee and be accompanied by relevant supporting documentation. The City shall determine whether the fee should be recalculated and, if so, recalculate the fee, and notify the requestor, in writing, no later than thirty (30) calendar days following receipt of the completed written request for recalculation.~~
- ~~J. Appeal of Stormwater User Fee Correction Decision. The Stormwater Administrator's decision regarding user fee credits or correction of user fees, as allowed under Subsections 'E' and 'I' of this Section, may be appealed to the Stormwater Review Board by submitting a written appeal to the Stormwater Administrator within thirty (30) calendar days after the Administrator issues its decision. The request must identify the error(s) committed by the City in recalculating the fee and any other basis for claim of incorrect calculation and be accompanied by relevant supporting documentation. The Stormwater Review Board will not hold a public hearing on the appeal but will meet and review all submitted information and decide on the appeal. A final written decision from the Review Board will be issued no later than thirty (30) calendar days following receipt of the completed written request for recalculation unless the appellant agrees to an extension.~~
- ~~K. Refund of Overpayment. The City will refund any stormwater user fee overpayment, plus any statutory interest, within thirty (30) calendar days if either the Stormwater Administrator or the Review Board determines that a user fee was improperly calculated as allowed by this Section.~~

~~(added 2021-03, 02/01/2021)~~

~~**Sec. 19-9. Billing and Enforcing Payment of Stormwater User Fees.**~~

~~All billings for user fees charged under the provisions of this Chapter will be billed and collected in the same manner as the City's other Public Utilities as it relates to billing, payment, delinquency, and penalty provisions.~~

~~(added 2021-03, 02/01/2021)~~

~~**Sec. 19-10. Stormwater Fund and Expenditures.**~~

- ~~A. Segregation of Funds. All fees and charges received and collected under authority of this Chapter shall be deposited and credited to a special enterprise fund to be designated as the~~

~~Stormwater Fund. All revenue accruing to the Stormwater Fund shall be maintained in a separate bank or financial account from, and shall not be co-mingled with, the City's general revenue fund.~~

- ~~B. Accounting of Receipts and Expenditures. The accounts of the Stormwater Fund created by this Section shall show all receipts and expenditures for the maintenance, construction, operation, upkeep and repair of the City's Stormwater Control System, including the payment of any System bonds issued by the City, which, from time to time, may be outstanding.~~
- ~~C. Other Revenue Sources. From time to time, the City, in its discretion, may deposit other monies into the Stormwater Fund to be used to cover stormwater costs, including, for example, revenue from grants, damages or penalties collected, or contributions of general revenue of the City.~~
- ~~D. Expenditure on System Expenses Only. All funds generated by this Chapter, as well as other deposits to the Stormwater Fund as provided in Subsection C, will only be expended on the operation, maintenance and other expenses, including regulatory compliance, of the Stormwater Control System. No general street maintenance, repairs, or improvements such as filling potholes, repaving, striping, winter sanding, removal of limbs and other large debris from streets, or other general fund expenditures may be charged to the Stormwater Fund; however, repair and replacement of curbs and gutters and removal of pollutants from the Stormwater Control System via sweeping or other methods is authorized in order to maintain the integrity of the Stormwater Control System and comply with applicable regulations. The Stormwater Administrator and the Finance Director are charged with adopting additional policies and guidelines to ensure that monies in the Stormwater Fund are only spent on valid drainage system expenses.~~
- ~~E. Availability of Deposited Funds. As provided by law, when budgeted and appropriated, the funds and credits to the account of the Stormwater Fund shall be available for the payment of maintenance, operation, repairs, and upkeep of the Stormwater Control System, compliance with the MS4 Permit, and to the extent legally available for payment into a sinking fund established for the payment of the principal and interest of any general obligation system bonds which shall from time to time be outstanding.~~
- ~~F. Independence from the General Fund. The Stormwater Division shall operate independently of the City's general fund and shall have the same relationship to the City as the City's current Utility Programs. Upon creation of the Stormwater Division, the City's drainage facilities and assets, other than streets, shall be transferred to the Stormwater Division in accordance with Governmental Accounting Standards Board (GASB) Financial Reporting Principles.~~

~~(added 2021-03-02/01/2021)~~

SECTION 5: That Title 7, Chapter 1, Section 1-4 of the Moscow City Code be, and the same is hereby amended to read as follows:

...

Sec. 1-4. Amendments to Appendix Chapter 33 of the 1997 Uniform Building Code.

The following language shall be added to Appendix Chapter 33 of the 1997 Uniform Building Code, as adopted herein:

3306.2.10 When the total area planned for disturbance is less than ten thousand square feet (10,000).

Section 3309.10 is added to Appendix Chapter 33 of the 1997 Uniform Building Code as adopted herein as follows:

3309.10: ADMINISTRATIVE AUTHORITY. The Community Development Department shall have authority on projects that require approval by the Community Development Department prior to site disturbance and excavation, such as single-family and multiple-family dwellings, commercial and industrial buildings or parking areas. The City Engineer shall have authority on projects that require approval by the Engineering Department prior to site disturbance and excavation, such as subdivisions, platted developments, commercial projects, and any projects which impact the City's public right-of-way.

~~3316.3.0 Provisions of this Section are in addition to other portions of the Uniform Building Code, as adopted, and are in addition to all applicable federal and state regulations pertaining to erosion and sediment control and to storm water pollution prevention during site grading, excavation, or other activities that may accelerate soil erosion.~~

~~3316.3.1: DEFINITIONS: For the purpose of this Chapter, the following terms are defined:~~

~~A. ACCELERATED EROSION: Erosion induced by human activity, which exceeds natural (geologic) erosion rates.~~

~~B. EROSION: The wearing away of the ground surface as a result of the movement of wind, water, or ice.~~

~~C. EROSION AND SEDIMENT CONTROL (ESC) PLAN: The document and plan of action approved by the City and prepared in accordance with the Moscow Erosion and Sediment Control Handbook, pursuant to which erosion and sediment control must be implemented and executed by the permit holder, responsible party, and/or the permit holder's contractor(s), subcontractor(s), agents and representatives.~~

~~D. EROSION CONTROL PRACTICE: An activity, device, structure, or land treatment reasonably designed to minimize erosion potentially by protecting in place soil from being dislodged and mobilized.~~

~~E. EROSION RISK CATEGORY: The classification of an area of land subject to this Chapter pursuant to Section 3316.3.4. The Erosion Risk Category determines the appropriate erosion and sediment control action to be taken at the site.~~

~~F. GRADING: Any excavating or filling, or combination thereof.~~

~~G. MOSCOW EROSION AND SEDIMENT CONTROL HAND BOOK: Guidelines, suggested practices, and techniques which are related to erosion and sediment control adopted and modified from time to time by Resolution of the Council.~~

~~H. NORMAL AND ACCEPTED FARMING PRACTICE: An overall management strategy and practice for farming that complies with widely accepted standards for conservation /stewardship of agricultural land.~~

~~I. RESPONSIBLE PARTY: Any person, individual, group of individuals, association, firm, partnership, corporation, governmental agency, municipality, or contractor(s) granted a Grading Permit by the City. As the grading permit holder, the responsible party shall ensure compliance with this Chapter.~~

~~J. ROUTINE MAINTENANCE OR ALTERATIONS: Practices conducted on a regular, periodic basis to maintain the integrity of transportation routes, rights of way, easements, public works, and the like.~~

~~K. SEDIMENT: Soil particles transported by water or wind or a combination of both which is often subsequently deposited on the ground surface or in low energy surface water systems.~~

~~L. SEDIMENT CONTROL PRACTICE: An activity, device, structure, or land treatment reasonably designed to inhibit the transport of sediment by inducing conditions to trap, settle, or otherwise remove sediment from the transporting media.~~

~~M. — SIGNIFICANT QUANTITIES OF SEDIMENT: Amounts of sediment that exceed thirty cubic feet (30) (0.85m³) or cover a ground surface area of at least six hundred square feet (600) (56m²) when deposited.~~

~~N. — SITE: Any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.~~

~~O. — SITE DISTURBANCE: The act of destroying and/or removing vegetation and/or breaking the ground surface so as to expose bare soil and potentially induce accelerated erosion.~~

~~P. — SLOPE (GRADIENT): The mathematical ratio of horizontal distance to vertical distance, expressed as a percentage.~~

~~Q. — SOIL: Naturally occurring, superficial deposits overlying bedrock.~~

~~R. — SPECIAL CONDITIONS: As used in the assignment of an Erosion Risk Category, special conditions means those factors which increase the likelihood that sediments will not remain on site during soil disturbance.~~

~~S. — STORM DRAIN INLETS: Inlets or grates located along City streets and easements that receive surface water runoff and pass it into the public storm water drainage system.~~

~~T. — STORM WATER RUNOFF: Water that flows along the ground surface in direct response to rain and/or snowmelt events.~~

~~U. — SURFACE WATERS: Ponds, lakes, streams (perennial and intermittent), as well as wetlands that support vegetation typically adapted for life in persistently wet soil conditions.~~

~~V. — TRACKING OF SEDIMENT: The process whereby the tires, wheels, or tracks of vehicles or construction equipment carry sediment to and then deposit it onto properties or public roadways adjacent to the construction site.~~

~~3316.3.2: EROSION AND SEDIMENT CONTROL REQUIRED.~~

~~A. — SITE PRACTICES: Grading, excavation, or other activities that accelerate soil erosion shall include industry standard practices and shall be conducted in such a manner as to minimize soil erosion and contain sediment on the site. These site practices shall be implemented and maintained during site disturbance activities until the final graded soils are vegetated or treated with long term surface protection. Erosion and sediment control practices shall be at the discretion of the responsible party for the site, but shall not allow significant quantities of sediment to be delivered off site.~~

~~B. — TRACKING AND DUMPING:~~

~~1. — If any person tracks, dumps, drops, or otherwise permits to be deposited, any soil, mud, rock (except within the public right of way when crushed aggregate is to be used for routine maintenance or alterations of public works), or other such debris onto adjacent property, surface waters, public right of ways, or into any part of the public surface water (storm water) drainage system, then such deposits shall be removed by the end of the work day or immediately if a safety hazard results or if there is a reasonable likelihood of causing irreparable harm to the site or to adjacent property. If washing is used to remove the material, then generally accepted sediment control practices shall be utilized to limit the amount of sediment being flushed or carried into natural surface waters or the public storm water drainage system.~~

~~2. — The temporary storage of soil or rock materials not otherwise addressed by the applicable grading permit for the associated construction activities is permitted for a period of time not to exceed forty eight (48) hours immediately following the time the City gives notice requiring removal of such materials to the responsible party, unless such temporary storage constitutes a reasonable likelihood of causing irreparable harm to the site or adjacent property or a loss of such materials into natural surface water or the public storm water drainage system. Where there is a~~

~~reasonable likelihood that such materials cannot be stored temporarily without causing such harm or loss, such temporary storage is not permitted and the City shall order the immediate removal of the materials upon notice to the responsible party. Failure to remove temporary earth materials pursuant to this subsection is a violation of this Chapter.~~

~~C. DUST CONTROL: All disturbed sites with exposed soil surfaces or soil stockpiles shall implement practices designed to minimize wind erosion and dust.~~

~~3316.3.3: PERMIT EXEMPTIONS: A grading permit that addresses erosion and sediment control is not required for the following activities (however, all persons are subject to the requirements of Section 3316.3.2):~~

~~1. Routine maintenance or alterations of:~~

~~_____ a) Railroads within the established railroad right of way;~~

~~_____ b) State roadways within the State owned right of way;~~

~~_____ c) City streets or utilities within the public right of way when work is done by the City.~~

~~2. Work conducted by employees of the U.S. Government or the State of Idaho for the explicit purposes of that entity.~~

~~3. Landscaping or gardening by the property owner, provided that the work provides benefits for the owner's personal use and not for sale.~~

~~4. Work related directly to vegetable and flower gardens, orchards, lawns, or similar projects.~~

~~5. Activities that constitute normal and accepted farming practices.~~

~~_____ 3316.3.4: EROSION RISK CATEGORIES~~

~~A. Factors to be Considered:~~

~~Assignment of an Erosion Risk Category to the site shall be based upon information provided in the permit application and obtained by the City. Factors which shall be considered in determining the appropriate Erosion Risk Category:~~

~~1. The total site area to be disturbed during grading and construction exceeds eighteen thousand square feet (18,000) (1,670 sq.m).~~

~~2. The steepest portion of the site that constitutes at least twenty five percent (25%) of the proposed area of disturbance exceeds a gradient of twenty percent (20%) (5:1, horizontal to vertical).~~

~~3. The effects of site disturbance will persist into the time period from November 15 through April 15.~~

~~4. Steep slopes adjacent to the site.~~

~~5. Significant run on water from upslope areas.~~

~~6. Significant stockpiles of soil to be stored on site.~~

~~7. Other special conditions deemed critical by City officials.~~

~~B. Categories:~~

~~1. LOW RISK SITE (A site with less than four (4) of the above Factors, ESC Plan not required.): Low risk sites do not require a written ESC Plan, but measures shall be taken by the responsible party to contain any eroded sediment on site.~~

~~2. HIGH RISK SITE (A site with four (4) or more of the above Factors, ESC Plan required.): High risk sites require a written ESC Plan prepared in accordance with the Moscow Erosion and Sediment Control Handbook or other methods approved pursuant to 3309.10 of this Chapter.~~

~~_____ 3316.3.5: SITE INSPECTION AND MAINTENANCE OF CONTROLS.~~

~~A. The written ESC Plan shall address the issues of inspection and maintenance of installed controls at the site. The responsible party shall conduct field inspections and shall perform any~~

~~maintenance work needed to preserve the integrity of erosion and sediment controls. Field inspections shall occur at bi-weekly intervals and immediately after any significant surface water runoff event which induces potential for erosion and sedimentation.~~

~~B. The responsible party shall follow acceptable procedures for the handling and storage of hazardous materials on the site to prevent contamination of sediment and storm water runoff leaving the site. Such procedures shall be described in the written ESC Plan.~~

~~3316.3.6: SECURITY POSTED. For any site with a proposed disturbed area that exceeds forty thousand (40,000) square feet (3,730 sq.m), no grading, excavation, or other site disturbance activity shall commence without the responsible party first submitting to the City proof of deposit of security to provide funds for rehabilitating the disturbed area. A performance bond, irrevocable letter of credit, cash escrow, or other security acceptable to the City, and naming the City as the protected party, shall be required from the responsible party until such security is released by the City. The amount of the security shall be no less than three percent (3%) of the estimated total cost of grading and excavation.~~

~~3316.3.7: FAILURE TO COMPLY WITH ESC PLAN. Failure to comply with the conditions of the permit may result in issuance of stop work orders; non-issuance of building permits; holding of certificates of occupancy for residential, commercial, and industrial sites or similar action by the City until compliance is reached.~~

~~3317.9: MODIFICATIONS TO ESC PLAN. Any proposed changes or modifications to the ESC Plan shall be submitted in writing to the City for approval.~~

~~3318.2: COMPLETION OF WORK.~~

~~A. Upon completion of all grading work specified in the grading permit, the permit holder shall notify the City that conditions of the permit have been met and that the site is ready for final inspection. Final approval shall not be given until all work specified in the permit has been completed to the satisfaction of the City.~~

~~B. In cases where a site has received final approval and then is sold in a semi-developed condition to a subsequent purchaser, the subsequent purchaser shall assume responsibility for the site as the responsible party. If the subsequent purchaser intends to conduct grading or other soil disturbing activity on the site other than that contained within the original permit for the site, then application must be made for a new permit which encompasses the additional activity on the site, unless otherwise exempted. Appropriate security under Section 3316.3.6 must be submitted for approval by the responsible party, unless otherwise exempted. Regardless of ownership or condition of a site, practices shall be implemented to prevent the delivery of significant quantities of sediment off site.~~

~~(Ord. 2002 22, 12/02/02; 2010 25, 12/20/2010)~~

SECTION 6: 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.

SECTION 7: 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	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of _____, 2025.

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 _____, 2025.

Laurie M. Hopkins, City Clerk

RESOLUTION 2025-__

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING CITY OF MOSCOW ENFORCEMENT RESPONSE POLICIES FOR STORMWATER REGULATIONS AND ADOPTING A STORMWATER BEST MANAGEMENT PRACTICES HANDBOOK; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the City of Moscow has been issued a National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) Permit (hereinafter “Permit”) by the United States Environmental Protection Agency (EPA); and

WHEREAS, the Idaho Department of Environmental Quality (IDEQ) has obtained primacy for administration of the Permit, and subsequent permits will be issued through the Idaho Pollutant Discharge Elimination System; and

WHEREAS, according to IDEQ, the City is responsible for all stormwater which enters the City’s MS4 and is subsequently discharged to Waters of the United States; and

WHEREAS, the Permit authorizes the City to discharge stormwater to Waters of the United States, subject to conditions contained within the Permit; and

WHEREAS, to comply with the Permit, the City must develop, implement, and maintain a written escalating enforcement response policy (ERP) which addresses noncompliance with Permanent Stormwater Controls Management requirements; and

WHEREAS, to comply with the Permit, the City must develop, implement, and maintain a written escalating ERP which addresses noncompliance with Construction Site Runoff Control requirements; and

WHEREAS, to comply with the Permit, the City must develop, implement, and maintain a written escalating ERP which addresses noncompliance with Illicit Discharge Detection and Elimination (IDDE) requirements; and

WHEREAS, there are multiple stormwater related regulatory compliance documents which apply to activities in Moscow, including Moscow City Code, State and Federal Law, Permits, construction standards, and guidance manuals; and

WHEREAS, the City of Moscow Stormwater Best Management Practices (BMP) Handbook serves as a singular guide to property developers, design professionals, construction managers, property owners or operators, and any other individual or group who must comply with stormwater regulations in Moscow;

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

1. That the City of Moscow Enforcement Response Policy for Permanent Stormwater Controls Management, attached hereto as Attachment “A” are hereby approved and adopted.
2. That the City of Moscow Enforcement Response Policy for Construction Site Runoff Control, attached hereto as Attachment “B” are hereby approved and adopted.
3. That the City of Moscow Enforcement Response Policy for Illicit Discharge Detection and Elimination (IDDE), attached hereto as Attachment “C” are hereby approved and adopted.
4. That the City of Moscow Stormwater Best Management Practices Handbook, attached hereto as Attachment “D” are hereby approved and adopted.
5. That any City of Moscow Resolutions not consistent with the polices adopted herein shall and are hereby superseded by the polices and Handbook attached.
6. That provisions of this Resolution and the attachments shall be deemed severable and the invalidity of any provisions of this Resolution and the attachments shall not affect the validity of the remaining provisions.
7. That this Resolution shall become effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
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 _____, 2025.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, Idaho held on _____, 2025 and attest to the Mayor’s signature.

Laurie M. Hopkins, City Clerk

DRAFT

Attachment "A"



City of Moscow

Enforcement Response Policy for Permanent Stormwater Controls Management

Adopted by Resolution 2025-

I. INTRODUCTION

The City of Moscow discharges surface water to local receiving waters as authorized by the U.S. Environmental Protection Agency (EPA) through the issuance of a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit (NPDES Permit #IDS028398). Section 3.4.5.2 of said Permit requires that the City create and maintain an Enforcement Response Policy (ERP) for regulations related to the management of Permanent Stormwater Controls. Permanent stormwater control facilities must be operated in accordance with manufacturer recommendations, engineered design specifications, and as specified in an operation and maintenance plan approved by the City Engineer. The ERP must describe the City's potential response to the improper maintenance and operation of permanent stormwater control facilities. These responses include escalating enforcement actions as necessary to achieve compliance.

II. AUTHORITY

The City of Moscow derives its authority to regulate and enforce stormwater regulations through its MS4 Permit, Article XII, Section 2 of the Idaho Constitution, the Idaho Revenue Bond Act (Idaho Code Sections 50-1027 - 50-1042), Idaho Code Sections 50-301, 50-332, 50-333, and 63-1311, and Moscow City Code Title 5, Chapter 15. The City may exercise its right to use police powers to issue criminal citations or civil infractions in accordance with State of Idaho law.

III. ENFORCEMENT

Failure to appropriately maintain any private stormwater control facility is a violation of Title 5, Chapter 15, Sec. 15-7.H.2. City staff will give clear and concise instructions for compliance with a specific date

and time by which compliance must be achieved. Failure of the property owner or responsible party to meet those requirements by the set deadline will result in the next step of enforcement.

A property owner or responsible party's compliance history, voluntary self-reported deficiencies, and immediate actions upon discovery of non-compliance may be considered in determining the most appropriate enforcement action. The City may at its discretion immediately escalate to a higher level of enforcement response depending on the violation, such as if gross negligence or willful disregard for regulations occur (as is appropriate and consistent with Idaho law) and will use all available options under Idaho law and Moscow City Code for recovering costs for emergency remediation services.

IV. ENFORCEMENT RESPONSE PLAN

A. All permanent stormwater facilities shall be operated and maintained as designed, as specified in the operations and maintenance plan, and in accordance with the City of Moscow Stormwater Best Management Practices Handbook. Upon discovery of noncompliance with the maintenance and/or operation of a permanent stormwater control facility, the City will implement an enforcement response utilizing the following enforcement responses when appropriate.

1. Warning of Violation

- a. The property owner or responsible party may be issued a Warning of Violation upon first discovery of non-compliance.
- b. The Warning of Violation will provide written instructions for compliance including a due date and time by which compliance shall be achieved.
- c. Failure to meet those conditions within the permitted time frame may lead to enforcement escalation.

2. Notice of Violation

- a. The property owner or responsible party may be issued a Notice of Violation if compliance is not reached by the due date and time of the Warning of Violation, or upon first discovery of non-compliance.
- b. The Notice of Violation will provide written instructions for compliance, including a due date and time by which compliance shall be achieved.
- c. Failure to meet compliance within the permitted time frame may result in the issuance of an infraction pursuant to Moscow City Code Title 5, Chapter 15, Sec. 15-15.

3. Notice of Continued Violation

- a. If the property owner or responsible party does not achieve compliance by the due date and time of the Notice of Violation, the City may issue a Notice of Continued Violation.
- b. The Notice of Continued Violation will provide written instructions for compliance, including a due date and time by which compliance shall be achieved.
- c. Failure to meet compliance within the permitted time frame may result in the issuance of another Notice of Continued Violation and may result in the issuance of an infraction or misdemeanor citation for each day the property owner or responsible party is out of compliance pursuant to Moscow City Code.

4. Notice of Subsequent Violation

- a. If the property owner or responsible party is out of compliance within five (5) years of receiving a previous Notice of Violation, the property owner or responsible party may receive a Notice of Subsequent Violation.
- b. Failure to comply with the Notice of Subsequent Violation may result in issuance of a subsequent infraction or misdemeanor for each day the property owner or responsible party is out of compliance pursuant to Moscow City Code.

- B. The City may choose not to issue a Warning of Violation prior to issuing a Notice of Violation in circumstances where there is gross negligence or willful disregard for regulations.

V. RECORDS RETENTION

An electronic copy of all written warnings and violations, along with any associated stop work orders and penalties, will be kept in a database or file on the City's secure network for a minimum of five (5) years.



City of Moscow

Enforcement Response Policy for Construction Site Runoff Control

Adopted by Resolution 2025-

I. INTRODUCTION

The City of Moscow discharges surface water to local receiving waters as authorized by the U.S. Environmental Protection Agency (EPA) through the issuance of a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit (NPDES Permit #IDS028398). Section 3.3.6 of said Permit requires that the City create and maintain an Enforcement Response Policy (ERP) for regulations related to construction site runoff control.

The ERP must describe the City's potential response to construction activities that violate federal, state, and local stormwater regulations, including educational outreach and escalating enforcement actions as necessary to achieve compliance. Violations may include failure to install or maintain the City of Moscow Best Management Practices (BMPs) as specified in the City of Moscow BMP Handbook, a Stormwater Pollution Prevention Plan (SWPPP) or Erosion and Sediment Control (ESC) Plan, failure to modify or add needed BMPs as identified by authorized City staff, illicit discharge of pollutants from the construction site, failure to properly inspect BMPs, failure to monitor discharges as required, failure to report any known SWPPP/ESC deficiencies or violations, or any other violation of Moscow City Code or stormwater related construction standards.

II. AUTHORITY

The City of Moscow derives its authority to regulate and enforce stormwater construction activities through its MS4 Permit, Article XII, Section 2 of the Idaho Constitution, the Idaho Revenue Bond Act (Idaho Code Sections 50-1027 - 50-1042), Idaho Code Sections 50-301, 50-332, 50-333, and 63-1311, and local ordinance, including Moscow City Code Title 5, Chapter 3 (Sewers), Title 5, Chapter 6 (Excavations), Title 5, Chapter 15 (Stormwater Regulations), and Title 7, Chapter 1

(International Building Code). The City may exercise its right to use police powers to issue criminal citations or civil infractions in accordance with State of Idaho law.

III. ENFORCEMENT

The preferred approach for correcting regulatory deficiencies is through verbal education and instructions for achieving compliance. A regular on-site presence by an inspector(s) to establish beneficial relationships with contractors and act as a resource to avoid violations is an integral part of this ERP. Deficiencies identified through regular inspections that are corrected promptly and voluntarily will still be noted in inspection reports, but will not be considered violations as far as enforcement response is concerned. In the event that compliance cannot be achieved in this manner, the escalating enforcement response below will be followed. Instructions for compliance will be clear and concise, with a specific date and time by which compliance must be achieved. Failure to meet those requirements by the set deadline will result in the next step of enforcement.

A property owner or responsible party's compliance history, voluntary self-reported deficiencies, and immediate proactive abatement upon discovery of non-compliance may be considered in determining the most appropriate enforcement action. The issuance of new permits may be withheld for property owners or responsible party's who have been issued a Notice of Violation. Activities that constitute an immediate threat to water quality, the environment, the City's public works infrastructure, or human health and safety may result in an immediate stop work order and involvement of City of Moscow Public Works and/or Emergency Services staff, and/or the hiring of outside contractors, as necessary to abate such violation. Stop work orders may also be used to halt any construction activities that are not in compliance with established permitting processes. The City may, at its discretion, immediately escalate to a higher level of enforcement response, and will use all available options under Idaho law and Moscow City Code for recovering costs for emergency remediation services.

IV. ENFORCEMENT RESPONSE PLAN

- A. The property owner or responsible party has a duty to comply with the City of Moscow's Best Management Practices (BMPs) Handbook, the Stormwater Pollution Prevention Plan (SWPPP) or Erosion and Sediment Control (ESC) Plan, in addition to all other applicable laws and regulations. Upon discovery of noncompliance of said handbook, plans, or applicable laws and regulations, the City will implement an enforcement response utilizing the following enforcement responses when appropriate.

1. Verbal Warning of Violation

- a. The property owner or responsible party may be issued a Verbal Warning upon first discovery of non-compliance. The City will maintain written records of Verbal Warnings issued.

- b. The Verbal Warning will provide instructions for compliance including a due date and time for achieving compliance.

2. Written Warning of Violation

- a. The property owner or responsible party may be issued a Written Warning of Violation if compliance is not reached by the due date of the Verbal Warning of Violation, or upon first discovery of non-compliance.
- b. The written Warning of Violation will provide written instructions for compliance including a due date and time by which compliance shall be achieved.
- c. Failure to meet compliance within the permitted time frame may result in the issuance of a Notice of Violation.

3. Notice of Violation

- a. The property owner or responsible party may be issued a Notice of Violation if compliance is not reached by the due date of the Written Warning of Violation, or upon first discovery of non-compliance.
- b. The Notice of Violation will provide instructions for compliance including a due date and time by which compliance shall be achieved.
- c. Failure to meet compliance within the permitted time frame may result in the issuance of a stop work order in accordance with Moscow City Code Title 5, Chapter 15 and/or an issuance of an infraction or misdemeanor citation depending on the nature of the violation.

4. Notice of Continued Violation

- a. If the property owner or responsible party does not achieve compliance by the due date of the Notice of Violation, the City may issue a Notice of Continued Violation.
- b. The Notice of Continued Violation will provide written instructions for compliance, including a due date and time by which compliance shall be achieved.
- c. Failure to meet compliance within the permitted time frame may result in the issuance of another Notice of Continued Violation, the issuance of a stop work order, and/or may result in the issuance of an infraction or misdemeanor citation for each day the property owner or responsible party is out of compliance pursuant to Moscow City Code.

5. Notice of Subsequent Violation

- a. If the property owner or responsible party is out of compliance within five (5) years of receiving a previous Notice of Violation, the property owner or responsible party may receive a Notice of Subsequent Violation.
- b. Failure to comply with the Notice of Subsequent Violation may result in the issuance of a stop work order in accordance with Moscow City Code Title 5, Chapter 15 and/or issuance of a subsequent infraction or misdemeanor for each day the responsible party is out of compliance pursuant to Moscow City Code.

- B. The City may choose not to issue a Verbal Warning of Violation or a Written Warning of Violation prior to issuing a Notice of Violation in circumstances that present an immediate threat to water quality, the environment, the City's public works infrastructure, or human health and safety.

V. RECORDS RETENTION

The specifics of all verbal educational and warning instructions will be noted by the inspector in an inspection compliance report. An electronic copy of all written warnings and violations, along with any associated stop work orders and penalties, will be kept in a database or file on the City's secure network for a minimum of five (5) years.



City of Moscow
Enforcement Response Policy for
Illicit Discharge Detection and Elimination (IDDE)
Adopted by Resolution 2025 -

I. INTRODUCTION

The City of Moscow discharges surface water to local receiving waters as authorized by the U.S. Environmental Protection Agency (EPA) through the issuance of a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit (NPDES Permit #IDS028398). Section 3.2.3 of said Permit requires that the City create and maintain an Enforcement Response Policy (ERP) for regulations related to Illicit Discharge Detection and Elimination (IDDE).

The ERP must describe the City's potential response to IDDE violations that violate federal, state, and local stormwater regulations. These responses include escalating enforcement actions as necessary to achieve compliance. Violations include illicit discharge of pollutants to the MS4 through spills or dumping, illicit connections, or any other violation of Moscow City Code or stormwater related construction standards.

II. AUTHORITY

The City of Moscow derives its authority to regulate and enforce stormwater regulations through its MS4 Permit, Article XII, Section 2 of the Idaho Constitution, the Idaho Revenue Bond Act (Idaho Code Sections 50-1027 - 50-1042), Idaho Code Sections 50-301, 50-332, 50-333, and 63-1311, and Moscow City Code Title 5, Chapter 15. The City may exercise its right to use police powers to issue criminal citations or civil infractions in accordance with State of Idaho law.

III. ENFORCEMENT

This IDDE Program is authorized to carry out and enforce Moscow City Code Title 5, Chapter 15. Instructions for compliance will be clear and concise, with a specific date and time by which compliance shall be achieved. Failure to meet those requirements by the set deadline will result in the next step of enforcement.

A property owner or responsible party's compliance history, voluntary self-reported deficiencies, and immediate proactive abatement upon discovery of non-compliance may be considered in determining the most appropriate enforcement action. Stop work orders may also be used to halt any activities that are contributing to an illicit discharge which endangers human health and welfare or the environment. The preferred approach for correcting regulatory deficiencies is through verbal education and instructions for achieving compliance. The City, however, may, at its discretion, immediately escalate to a higher level of enforcement response if appropriate, such as when gross negligence or willful disregard for regulations occur (as is appropriate and consistent with Idaho law) and will use all available options under Idaho law and Moscow City Code for recovering costs for emergency remediation services.

IV. ENFORCEMENT RESPONSE PLAN FOR SPILLS AND DUMPING

A. Spills and dumping of any non-stormwater discharge other than allowable non-stormwater discharges to the MS4, including those listed in MS4 Permit Section 3.2.3.3, are prohibited by Title 5, Ch. 15, Sec. 15-5.B. Parties responsible for such discharges are in violation of said Chapter and are subject to the following escalation enforcement actions and penalties. The type of discharge, volume, and circumstances of the discharge may be considered when determining enforcement actions.

1. Warning of Violation

- a. The property owner or responsible party may be issued a Warning of Violation upon first discovery of non-compliance.
- b. The Warning of Violation will provide written instructions for compliance including a due date and time by which compliance shall be achieved.
- c. Failure to meet those conditions within the permitted time frame may lead to enforcement escalation.

2. Notice of Violation

- a. The property owner or responsible party may be issued a Notice of Violation if compliance is not reached by the due date and time of the Warning of Violation, or upon first discovery of non-compliance.

- b. The Notice of Violation will provide written instructions for compliance, including a due date and time by which compliance shall be achieved.
 - c. Failure to meet compliance within the permitted time frame may result in the issuance of a stop work order in accordance with Moscow City Code Title 5, Chapter 15 and/or an issuance of an infraction or misdemeanor citation depending on the nature of the violation.
 - 3. Notice of Continued Violation
 - a. If the property owner or responsible party does not achieve compliance by the due date and time of the Notice of Violation, the City may issue a Notice of Continued Violation.
 - b. The Notice of Continued Violation will provide written instructions for compliance, including a due date and time by which compliance shall be achieved.
 - c. Failure to meet compliance within the permitted time frame may result in the issuance of another Notice of Continued Violation, the issuance of a stop work order and/or may result in the issuance of an infraction or misdemeanor citation for each day the property owner or responsible party is out of compliance pursuant to Moscow City Code.
 - 4. Notice of Subsequent Violation
 - a. If the property owner or responsible party is out of compliance within five (5) years of receiving a previous Notice of Violation, the property owner or responsible party may receive a Notice of Subsequent Violation.
 - b. Failure to comply with the Notice of Subsequent Violation may result in issuance of a stop work order in accordance with Moscow City Code Title 5, Chapter 15 and/or issuance of a subsequent infraction or misdemeanor for each day the property owner or responsible party is out of compliance pursuant to Moscow City Code.
- B. The City may choose not to issue a Warning of Violation prior to issuing a Notice of Violation in circumstances that present an immediate threat to water quality, the environment, the City's public works infrastructure, or human health and welfare.

V. ENFORCEMENT RESPONSE PLAN FOR ILLICIT CONNECTIONS

- A. Upon discovery of an illicit connection to the MS4, the City will implement an enforcement response utilizing the following enforcement responses when appropriate.

1. Warning of Violation

- a. The property owner or responsible party may be issued a Warning of Violation upon first discovery of non-compliance.
- b. The Warning of Violation will provide written instructions for compliance including a due date and time by which compliance shall be achieved. The due date and time provided will account for considerations such as cost, ease of access, work required, and scheduling contractors.
- c. Failure to meet compliance within the permitted time frame may result in the issuance of a Notice of Violation.

2. Notice of Violation

- a. The property owner or responsible party may be issued a Notice of Violation if compliance is not reached by the due date and time of the Warning of Violation, or upon first discovery of non-compliance.
- b. The Notice of Violation will provide written instructions for compliance including a due date and time by which compliance shall be achieved.
- c. Failure to meet compliance within the permitted time frame may result in the issuance of a stop work order and/or the issuance of an infraction pursuant to Moscow City Code Title 5, Chapter 15, Sec. 15-15.

3. Notice of Continued Violation

- a. If the property owner or responsible party does not achieve compliance by the due date and time of the Notice of Violation, the City may issue a Notice of Continued Violation.
- b. The Notice of Continued Violation will provide written instructions for compliance, including a due date and time by which compliance shall be achieved.
- c. Failure to meet compliance within the permitted time frame may result in the issuance of another Notice of Continued Violation and may result in the issuance of a stop work order and/or the issuance of an infraction or misdemeanor citation for each day the property owner or responsible party is out of compliance pursuant to Moscow City Code.

4. Notice of Subsequent Violation

- a. If the property owner or responsible party is out of compliance within five (5) years of receiving a previous Notice of Violation, the property owner or responsible party may receive a Notice of Subsequent Violation.
 - b. Failure to comply with the Notice of Subsequent Violation may result in the issuance of a stop work order and/or issuance of a subsequent infraction or misdemeanor citation for each day the property owner or responsible party is out of compliance pursuant to Moscow City Code.
- B. The City may choose not to issue a Warning of Violation prior to issuing a Notice of Violation in circumstances that present an immediate threat to water quality, the environment, the City's public works infrastructure, or human health and welfare.

VI. RECORDS RETENTION

An electronic copy of all written warnings and violations, along with any associated stop work orders and penalties, will be kept in a database or file on the City's secure network for a minimum of five (5) years.

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CITY OF MOSCOW

Stormwater Best Management Practices Handbook

Temporary Erosion and Sediment Control

Permanent Stormwater Runoff Control

Technical Guidance Handbook



Adopted [insert date approved by City Council] through Resolution 2025-

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I. DEFINITIONS, ABBREVIATIONS, AND ACRONYMS

A. Definitions

For the context of this Handbook, important terms are defined as follows:

1. Biodegradable matting (matting). Material that is designed to stabilize soil and prevent erosion while also decomposing naturally over time. Biodegradable matting typically consists of organic materials such as straw, coconut fiber, or wood fibers that are woven or compressed into a mat-like form.
2. Erosion. The wearing away of the ground surface as a result of the movement of wind, water, or ice.
3. Established Vegetation. Occurs on areas not covered by permanent structures and either is (1) uniform, perennial vegetation (e.g., evenly distributed, without large bare areas) that has been established, or vegetation provides seventy percent (70%) or more of the cover that is provided by vegetation native to local undisturbed areas, and/or (2) permanent non-vegetative stabilization measures (e.g., rip-rap, gravel, gabions, and geotextiles) have been implemented to provide effective cover for exposed portions of the site.
4. Excavation. Any opening in the ground surface made in any manner whatsoever.
5. Grading. Any excavating or filling, or combination thereof, of soil, dirt, rock, or similar materials.
6. Impervious Surface. Material which resists or blocks the passage of water into soils as would occur under natural conditions. Examples include but are not limited to, rooftops, roads, alleys, parking lots, sidewalks, patios, decks, and swimming pools.
7. Low Impact Development (LID). Stormwater management and land development techniques, controls and strategies applied at the parcel and subdivision scale that emphasize conservation and use of on-site natural features integrated with engineered, small scale hydrologic controls to more closely mimic pre-development hydrologic functions.
8. Pollutant. Generally, any substance introduced into the environment that adversely affects the usefulness of a resource, including dredged spoil, solid waste, sewage, garbage, chemical wastes, biological materials (including nutrients and bacteria), radioactive materials, heat, wrecked or discarded equipment, rock, sand, sediment, and industrial, municipal, and agricultural waste discharged into water.

9. Pre-development Condition. The extent and distribution of land cover types present before the initiation of land development activity.
10. Responsible Party. Any person, group of persons, association, firm, partnership, corporation, governmental agency, municipality, or contractor(s) granted a Grading Permit or Building Permit by the City, or a person or company designated by the Grading Permit or Building Permit holder. The Responsible Party shall ensure compliance with City of Moscow Code and construction standards, and all laws and regulations.
11. Routine Maintenance. Practices conducted on a regular, periodic basis to maintain the integrity of transportation routes, rights-of-way, easements, public works, and the like, including anticipated maintenance needs of stormwater controls.
12. Run-on. Sources of stormwater that drain from land located upslope or upstream from the regulated site in question.
13. Sediment. Soil particles which may be transported by water, wind, or other mechanical means.
14. Sedimentation. The deposition of eroded sediment.
15. Site. Any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.
16. Site Disturbance. The act of destroying and/or removing vegetation and/or breaking the ground surface so as to expose bare soil, creating the potential to induce accelerated erosion.
17. Slope. The mathematical ratio of horizontal distance to vertical distance, expressed as a percentage.
18. Soil. Naturally occurring, particulate, surficial deposits that overlie bedrock.
19. Stabilization. The use of vegetative and/or non-vegetative cover to prevent erosion and sediment loss in areas exposed through the construction process.
20. Stormwater. Surface water runoff resulting from natural springs, rainfall, snowmelt, or other precipitation.
21. Stormwater Runoff. Stormwater which discharges from property, structure(s) and/or surfaces on property.

22. Surface Waters. Ponds, lakes, streams (perennial and intermittent), as well as wetlands that support vegetation typically adapted for life in persistently wet soil conditions.
23. Tracking (of sediment). The process whereby the tires, wheels, or tracks of vehicles or construction equipment carry sediment from the construction site to and then deposit it onto properties or public roadways.

B. Abbreviations and Acronyms

For the context of this document, important abbreviations and acronyms are defined as follows:

1. ASTM: American Society for Testing and Materials
2. BMPs: Best Management Practices
3. CGP: Construction General Permit
4. CFR: Code of Federal Regulations
5. CWA: Clean Water Act
6. EPA: United States Environmental Protection Agency
7. ESC: Erosion and Sediment Control Plan
8. IDAPA: –Idaho Administrative Procedures Act
9. IDEQ: Idaho Department of Environmental Quality
10. IDWR: Idaho Department of Water Resources
11. ITD: Idaho Transportation Department
12. LID: Low Impact Development
13. MCC: Moscow City Code
14. MSDS: Material Safety Data sheet
15. MS4: Municipal Separate Storm Sewer System
16. NOI: Notice of Intent
17. NPDES: National Pollutant Discharge Elimination System

18. NRCS: Natural Resources Conservation Service
19. OSHA: Occupational Safety and Health Administration
20. PVC: Polyvinyl Chloride
21. SMMEW: Stormwater Management Manual for Eastern Washington
22. SWPPP: Stormwater Pollution Prevention Plan
23. USDA: United States Department of Agriculture

II. INTRODUCTION

Land development is a recognized source of nonpoint source pollution called polluted runoff. This handbook provides standards for designing and implementing BMPs to prevent the discharge of pollutants from developing areas, both during the construction phase and for the life of the development. The water bodies that receive stormwater runoff (Paradise Creek and the South Fork of the Palouse River) are currently not in compliance with state water quality standards, including sediment, nutrients (phosphorus), and E. coli bacteria.

The NPDES stormwater regulations mandate that some communities develop and implement stormwater management programs to ensure that pollutants in stormwater runoff are controlled to the maximum extent practicable. Because of the impaired local receiving waters and an urbanized area designation, the City of Moscow was issued an NPDES MS4 Permit on October 1, 2019. Because polluted runoff can potentially contribute to the degradation of receiving waters, improved implementation of stormwater management programs is important for attaining and maintaining high water quality standards.

The quantity or volume of stormwater runoff from urban and suburban land uses depends on several factors: intensity and duration of a given storm event; basin slope; amount and type of vegetation retained; and, most importantly, amount of impervious area such as asphalt, concrete, building rooftops, and compacted soils. Urbanization increases the quantity of runoff, which has a serious impact on receiving waters. Urbanization also adversely affects the temperature and quality of stormwater runoff, which in turn has a serious impact on receiving waters. Water quantity and quality goals can be met at the local level through proper site planning and design that carefully considers the impact of development and applies appropriate BMPs.

III. CAUSES OF EROSION

It is important to note that erosion control and sediment control are different treatments for different problems. Erosion control is intended to minimize the amount of soil initially detached and then transported (that is, a treatment at the source). Thus, an erosion control practice is an

activity, device, structure, or land treatment designed to minimize erosion potential by protecting in-place soil from being dislodged and mobilized.

Effective erosion control at a construction site can greatly reduce the extent and cost of sediment control, which focuses on the removal or containment of sediment that has already been mobilized. Thus, a sediment control practice is an activity, device, structure, or land treatment designed to inhibit the transport of sediment by introducing conditions to trap, settle, or otherwise remove sediment from the transporting media.

A. Water Erosion

Erosion on hillslopes is often associated with precipitation or snowmelt events and with the subsequent runoff that results. Erosion along stream channels is also a common geologic occurrence, but such activity is not discussed in detail within this document.

1. The following processes contribute to the water-related erosion of a slope:
 - a. Raindrop impact and splash. The impact, dispersal, and mobilization of particles.
 - b. Sheet runoff (sheet wash). Occurs when the available surface water exceeds the infiltration capacity of the soil; the velocity of flow will increase with steeper slopes and smoother surfaces.
 - c. Rills. Due to ground surface irregularities and the surface tension of water, as sheet wash moves downslope, it soon becomes concentrated flow, forming erosional rills (small, shallow channels with dimensions up to about one foot [30 cm] deep and wide) and indicating significant erosion problems.
 - d. Gully. When a rill enlarges and becomes incised and permanent, it is classified as a gully. It represents severe erosion and often is difficult to remedy.
2. Key factors that influence the amount and intensity of hillslope erosion by water:
 - a. The precipitation or snowmelt intensity and duration (the greater the intensity and duration, the greater the erosion potential).
 - b. Soil erodibility, that is, the tendency for soil particles to become detached and mobilized (generally, soils comprised mainly of silts and/or fine sands are much more susceptible to water erosion than are clay soils and coarse sands to gravels).

- c. The length of a slope as measured directly downslope (or upslope) along the ground surface (the longer a slope, the greater the potential for erosion).
- d. Slope angle, or gradient (the steeper a slope, the greater the potential for erosion).
- e. The amount and type of cover (such as vegetation or mulch) on the ground surface (the denser the cover, the lower the erosion potential).
- f. Land use and the condition of the ground surface (urban development and pavement increase runoff, which can cause accelerated erosion in untreated areas; ground-surface roughening and terracing can help to reduce erosion potential on exposed slopes).

B. Wind Erosion

Only the smallest soil particles can be detached by wind and then maintained by suspension for extended distances (particles typically less than 0.1 mm in diameter). Larger particles are moved along near the ground surface by saltation (the process of particles bouncing and skipping) and by creep (rolling and skidding). A general estimate of the total tonnage of soil eroded by wind can be divided into roughly 60% suspension, 30% saltation, and 10% creep.

Key factors that influence the amount and intensity of wind erosion include:

1. The condition of the ground surface (loose, dry soils are more prone to wind erosion).
2. The amount and type of ground cover (especially vegetation) available. A lack of vegetation directly contributes to the likelihood of wind erosion.
3. The extent of open expanses (or clear-span) left unprotected and unsheltered; such a clear-span distance is known as the fetch. The greater the fetch, the greater the erosion potential.
4. The wind velocity and duration. Greater wind intensity causes greater erosion.

IV. EROSION AND SEDIMENT CONTROL & STORMWATER POLLUTION PREVENTION

This section is intended to complement MCC Title 7, Chapter 1 which regulates construction site runoff and the City of Moscow's NPDES Phase II MS4 Permit, #IDS028398. The IDEQ's Idaho Catalog of Storm Water Best Management Practices (Idaho Catalog), along with the SMMEW, are the technical references for temporary BMPs associated with construction site activities. Other

BMPs which demonstrate the ability to reach equivalent or greater effectiveness of those included in those documents may be approved.

A. Land disturbing activity regulated

When a planned or anticipated land alteration activity, such as clearing (removal of vegetation), grubbing (removal of root vegetation), grading, excavation and stockpiling has the potential to damage off-site property or degrade water quality, a temporary ESC plan shall be submitted, approved and implemented prior to beginning any work. An ESC plan is required for projects with 600 square feet or more of land-disturbing activity per MCC Title 7, Chapter 1. Other related permit(s) may be required directly from IDEQ.

B. General requirements

1. An ESC Plan and SWPPP is required for all development. There are three levels of ESC plans based on the amount of land disturbing activity taking place: Small (600-9999 sq. ft.), Medium (10,000 sq. ft. - <1 acre), and Large (\geq 1 acre). These plans can be very simple for Small developments, such as a single-family home, to very complex for Large projects like subdivisions or commercial developments. Other factors can increase the requirements of an ESC Plan, such as developments where steep slopes may be created or where the work done may impact an environmentally sensitive area (stream, wetland, etc.). Additionally, construction projects that disturb one or more acres (including projects that disturb less than one acre but are part of a common plan of development or sale that disturb one or more acres), shall obtain IPDES permit coverage under the current version of the Idaho CGP. A SWPPP is a required part of CGP submission and coverage. SWPPPs created for CGP requirements may be submitted to meet City of Moscow ESC Plan requirements.

ESC Plans and SWPPPs shall clearly indicate the construction sequence for establishment of all erosion control work, both temporary and permanent, and shall be on a separate sheet and made available to field crews responsible for implementing the control plan. The basic requirement of the plan is that as much sediment as is reasonably possible, and no less than the standards set forth herein, be retained on the site. ESC Plans shall include, at a minimum the following:

- a. Name and address of the owner or developer of the site, and of any consulting firm retained, together with the name of the principal contact at such firm.
- b. Name, address, and 24-hour telephone number(s) for the person(s) responsible for regular observation and repair or replacement of all erosion and sedimentation control measures. The responsible person shall have a

current Certified Erosion and Sediment Control Lead (CESCL), Idaho Construction Stormwater Inspector Certification (ICSI), or other similar certification approved by the City of Moscow.

- c. Schedule for regular inspection, maintenance, replacement and removal of erosion and sedimentation control measures.
 - d. The following statement: “Any land clearing, construction, or development involving the movement of earth shall be in accordance with this ESC Plan.”
 - e. A legible site map including the applicable elements of MCC Title 7, Chapter 1.
2. The temporary BMPs for an erosion control system shall be installed as designed prior to all other phased construction activities.
 3. Where possible, natural vegetation shall be maintained for sediment control.
 4. As construction progresses and seasonal conditions dictate, erosion control facilities and BMPs shall be maintained and altered if necessary to ensure continuing erosion and sedimentation control through construction completion, and until permanent drainage facilities are operational and required final vegetation is established.

Exposed soil areas shall be protected from water erosion prior to October 1st and through June 1st in the form of properly established temporary vegetative cover, erosion control blankets, or other appropriate erosion prevention BMP. For the best chance of seed germination to occur, it is recommended that seeding should take place in the spring prior to June 1st, or in late summer from August 25th through September 20th. The addition of mulch, tackifiers, and/or ECBs or biodegradable matting to prevent washing away of seeds is recommended on gentle slopes and required on steep slopes as indicated in Section IV.C.8. If seasonal rainfall is insufficient to germinate and sustain new vegetative cover, irrigation shall be applied. An appropriate depth of topsoil, and/or sufficient soil amendments, should be applied prior to seeding to ensure effective vegetation is established. An appropriate seed mix of grasses, forbs, etc. should be selected to meet the goal of soil stabilization. Other BMPs will be required if vegetation fails to establish at a rate greater than or equal to 70% coverage.

5. Topsoil, when removed, should be retained on site when practicable and replaced after grading and/or excavation is complete to aid in establishing vegetation.

6. Soil stockpiles shall be protected from wind and water erosion using appropriate BMPs within 14 calendar days after the stockpile is placed or sooner if site conditions warrant.
7. The public right-of-way shall be kept clean through the use of good construction practices, effective construction entrances, and frequent street cleaning. Any tracking of sediment into public roadways shall be removed by the end of each business day. Acceptable removal includes scraping large debris and/or sweeping, either by hand or mechanically, to the maximum extent practicable. Practical efforts should be made to minimize dust generation. Washing of tracked sediment to the stormwater control system is prohibited.
8. Gravel, soil, or construction equipment shall not be stored in City rights-of-way without advance written permission from designated City staff. Piles shall be protected from erosion and sediment deposition. All sediment and residues shall be cleaned by the end of business day after removal. Equipment shall not leak any fluids or other pollutants, and any spills shall be cleaned immediately.
9. Discharge from dewatering of utility trenches or foundation areas associated with construction sites shall be to the nearest sedimentation pond, or to a specially created sump area, in a non-erosive fashion. Dewatering discharge shall not enter storm drains or streams until the discharge consistently meets turbidity requirements.
10. Turbidity.
 - a. For all sites which disturb an area greater than 10,000 square feet, a minimum sediment removal rate of 80% (normal turbidity units (NTU), sediment basin inlet to discharge point) is required for all applicable sites where surface water is discharged to the City's Stormwater Control System.
 - b. Alternatively, all sites which disturb an area greater than 10,000 square feet, surface water discharges to the City's Stormwater Control System shall be less than an instantaneous 50 NTU above receiving water background turbidity, or less than an average of 25 NTU above background turbidity for 10 consecutive days.
 - c. Background turbidity location will be established by City staff at an area immediately upstream of the discharge point to a receiving water body where the City's Stormwater Control System conveys such discharge.
 - d. One of the two above turbidity standards shall be selected, and the requirements must be met throughout the entirety of the development process. Switching between the two based on onsite conditions is not allowed.

- e. Large developments shall meet Idaho CGP turbidity standards of less than an instantaneous 50 NTU above receiving water background turbidity, or less than an average of 25 NTU above background turbidity for 10 consecutive days, when discharging surface water directly to a regulated receiving water body.

C. Best Management Practices (BMPs)

The following are examples of temporary BMPs that may typically be used to contain erosion and sediment transport during construction processes. Related typical drawings are also available at the Public Works & Services Division which further detail these methods. BMPs shall include, at a minimum, the requirements contained in the Idaho Catalog, equivalent or more strict manuals, and any additional City of Moscow Design Standards as indicated.

1. Check Dams, Rock Berms, and Wattles. Check dams and berms constructed of rock or straw and wattles shall be incorporated into erosion control facilities as appropriate.
 - a. Straw bales (staked in place) may be used as energy dissipating drop structures, flow direction control structures and dams to create ponding.
 - b. Rock berms may be substituted for, or used in combination with, straw bales as filtering devices.
 - c. Cut-off Trenches - Interceptor Ditches, Dikes or Berms: These structures are constructed to channel water away from unprotected slopes or erodible soils, to convey silt laden water to sedimentation facilities or to dissipate drainage into the natural on-site vegetation.
 - d. If the location of the trench, ditch or dike may result in erosion of the structure itself, stabilization of the structure may be required.
 - e. Riprap, temporary sodding, or a combination of filter fabric and riprap are methods of structure stabilization that may be required to prevent erosion.
2. Silt Fences. Silt fences shall be installed along the perimeter of construction sites as necessary to contain sediment. Silt fences shall generally be placed on contour and downslope of erosion areas.
3. Flexible Down Drains. Flexible down drains may be utilized as temporary structures to protect open slopes and shall be constructed of flared end sections connected by plastic sheet tubing, heavy-duty fabric, or nonperforated corrugated plastic pipe.

4. **Gradient Terrace.** A gradient terrace is an earth embankment or ridge designed so that the top of the constructed ridge is no lower at any point than the design elevation of the water surface at the outlet under design flow and is installed so as to intercept surface runoff and convey it to a stable outlet at a nonerosive velocity. Gradient terraces may be useful both as a temporary or a permanent erosion control measure.
5. **Inlet Protection.** Inlet protection, such as Silt Sacks, are devices placed in catch basins as a last line of defense against sediment entering the storm drain system. Periodic maintenance by the contractor or developer is crucial to the proper functioning of inlet protection devices.
6. **Sediment Traps.** Sediment traps are structures of limited capacity designed to create a temporary siltation pond and filter around storm drain inlets or at points where silt-laden stormwater is discharged.
7. **Temporary Construction Entrance.** A temporary construction entrance is a rock stabilized temporary entrance pad constructed at points where traffic will be entering or leaving a construction site from or onto public rights-of-way.
 - a. The pad shall be of sufficient length and width to eliminate transportation of mud and sediment from the construction area onto the public rights-of-way by motor vehicles or by runoff, but under no circumstances shall it be less wide than the egress at the right-of-way nor less than 25 feet long for projects less than 1 acre in size or 50 feet for projects 1 acre in size or larger.
 - b. The stabilized construction entrance shall be a minimum thickness of 12 inches and constructed of course rock material no less than 3” minus, with larger rock to be used when available or other equivalent technologies which provide a similar surface roughening function.
 - c. When site conditions are such that the temporary entrance pad fails to perform as required, additional measures shall be employed as necessary to maintain the right-of-way free from tracked mud or sediment.
8. **Soil Stabilization Measures.** Soil stabilization measures protect soil from the erosive forces of raindrop impact and flowing water. Dust control and wind erosion prevention BMPs keep soil particles from entering the air as a result of land-disturbing construction activities by protecting the soil surface, roughening the surface, and/or reducing the surface wind velocity. BMPs for areas of exposed soils include sodding or establishing vegetative cover, mulching, using soil binders, sprinkling with water, and physically covering with sheeting or blankets. For construction roadways and staging areas, BMPs include stabilizing the surface with rock, sprinkling, and using chemical tackifiers.

- a. Acceptable measures include establishing vegetation by sodding or seeding, mulching with straw, plastic or other impervious covering staked to the ground or anchored with rocks or sandbags, erosion control blankets, biodegradable matting (matting), and the early application of gravel base on areas to be paved.
 - b. The most appropriate measure should be chosen given the time of the year and the site conditions.
 - c. Seeding alone is often ineffective; mulch, crimped or tracked straw, and/or tackifier are recommended in conjunction with seeding on gentle slopes.
 - d. Slopes steeper than 2:1 shall also be covered with crimped or tracked straw, wood fiber mulch, tackifier, matting, or erosion control blankets.
 - e. Erosion control blankets, or an alternate erosion control method approved by the Deputy City Administrator or designee, shall be used on slopes 4:1 or greater, regardless of height.
 - f. Slopes devoid of topsoil shall be augmented with a 4-inch minimum thick layer of topsoil track-walked vertically onto the slope prior to seeding.
9. **Stockpile Management.** Stockpile management procedures and practices reduce or eliminate air and storm water pollution from stockpiled erodible materials.
- a. Stockpiles should be located a minimum of 50 feet away from concentrated storm water flows, drainage courses, and inlets and outside of any natural buffers and in areas that will remain undisturbed for the longest period of time as construction progresses.
 - b. BMPs for active and inactive stockpiles include perimeter controls (silt fence, or berm), covering (tarpaulins, plastic sheeting, mulching, vegetation), or soil binders.
10. **Temporary Sedimentation Ponds.** Temporary sedimentation ponds detain runoff waters and trap sediment from erodible areas, thus protecting properties, drainage ways, City infrastructure, and receiving water bodies below the land disturbing activity from damage by excessive sedimentation and debris deposition.
- a. The dam or barrier forming the pond shall be located to provide for maximum volume capacity for trapping sediment behind the structure as well as for greatest ease of clean out.
 - b. Interior surfaces of the sedimentation pond shall be stabilized where required to prevent erosion of the pond bottom and sides.

- c. Interior sides of the pond shall be no steeper than 3 feet horizontal to 1 foot vertical.
 - d. Sedimentation ponds shall provide a minimum of 2 feet of dead storage below the outflow elevation.
 - e. The outlet structure shall be filtered with silt fence fabric, geotextile fabric, or similar material, or combined with the use of flocculants to promote the separation of the suspended sediment from the stormwater being discharged.
 - f. Sufficient access and pond wall stabilization shall be provided to allow for pond maintenance, including the removal of accumulated sediment.
11. Polymer Flocculants. When used in conjunction with sedimentation ponds, anionic polymer flocculants (such as polyacrylamide, or PAM) increase the rate of settling of fine silt and clay particles out of sediment basins, resulting in greatly reduced total suspended solids (TSS) and turbidity.
- a. Flocculants shall be applied in accordance with manufacturer instructions and as prescribed by the design engineer based on water flow patterns, volume, sediment loading, etc. In standard applications, excess anionic flocculants are not toxic to aquatic life. However, excess application should be avoided. Upwards of 95% sediment removal is achievable at prescribed application rates, and additional application will not necessarily result in increased performance.
 - b. Flocculants applied with hydroseeding mulch or with erosion control blankets are effective in reducing water erosion from occurring in the first place. Spraying liquid flocculants on gravel and dirt roadways or on exposed open areas can be an effective dust control BMP.

V. STORMWATER AND SURFACE WATER DRAINAGE

This section is intended to complement Moscow City Code (MCC) Title 5, Chapter 15, which regulates post construction stormwater runoff, and the City of Moscow's MS4 Permit, #IDS028398. The SMMEW is the technical reference for post construction stormwater and surface water runoff control BMPs. Other BMPs which demonstrate the ability to reach equivalent or greater effectiveness of those included in those documents may be approved.

A. General

1. Drainage control shall be provided on all property improvements within the City of Moscow per these Design Standards, applicable City ordinances and policies, master plans, and applicable State and Federal laws.
 - a. Surface water entering the subject property shall be received at the naturally-occurring location and surface water exiting the subject property shall be discharged at the naturally-occurring location with adequate energy dissipation.
 - b. Increased surface water flows resulting from the creation of impervious surfaces shall be managed so as to protect adjacent property, City infrastructure, and receiving water bodies.
 - c. Proposals to modify natural drainage patterns shall be reviewed and approved by the Deputy City Administrator or designee. Such review may include consideration of wetlands and sensitive areas requirements and may require approval of adjacent property owners.
2. In general, stormwater facilities that will become part of the City of Moscow's Stormwater Control System (e.g. treatment and detention facilities), shall be through above ground controls such as biofiltration swales and detention ponds, rather than underground treatment and detention facilities. LID designs should be used whenever feasible. This approach provides increased treatment of storm water, better monitoring capability, and in most cases, lower long-term maintenance costs.
3. Private facilities may use any permanent BMPs from the SWMMEW, or other BMPs as approved by the City. Note that appropriate maintenance of these systems, at the expense of the owner, is required.
 - a. Environmentally sensitive areas shall be protected from potential impact of storm water by methods accepted by the Deputy City Administrator or designee.
 - b. High risk land uses such as auto repair and/or maintenance shops, car washes, certain industrial operations, retail auto parts stores and fueling sites may require special attention to controlling storm water, as determined by the Deputy City Administrator or designee.
4. All detention and treatment facilities shall be constructed in a manner that allows sufficient access for appropriate maintenance activities. This includes access roads capable of affording travel of equipment necessary for those activities.

B. Infiltration Feasibility

1. Many areas throughout the City have soil conditions that are not reasonably expected to cost effectively retain and infiltrate the 95th percentile storm volume (See City of Moscow Infiltration Feasibility Map, Appendix A). In addition, based on the information reviewed, it is unlikely that runoff from the 95th percentile storm can be retained and infiltrated even in undeveloped basins within Moscow.
2. Each of the mapped hydrogeomorphic units within the City are assigned to one of the following infiltration feasibility classifications:
 - a. Likely Feasible (point two percent (.2%) of City): Hydrogeomorphic units that were Soil Hydrologic Group A with a surface slope of less than fifteen percent (15%). Site specific testing is required to verify infiltration feasibility or infeasibility for development or redevelopment projects in these areas. An alternative stormwater control method is allowed when infiltration is shown to be infeasible.
 - b. May Be Feasible (fourteen percent (14%) of City): Hydrogeomorphic units that were Soil Hydrologic Group B with a surface slope of less than five percent (5%). Site specific testing is required to verify infiltration feasibility or infeasibility for development or redevelopment projects in these areas. Alternative stormwater control methods are allowed when infiltration is shown to be infeasible. It is suspected that a significant portion of these areas will be infeasible for full infiltration due to presence of restrictive layers.
 - c. Likely Not Feasible (thirty-one point six percent (31.6%) of City): Hydrogeomorphic units that were Soil Hydrologic Group A with a surface slope of greater than fifteen percent (15%); Soil Hydrologic Group B with a surface slope of five to fifteen percent (5-15%); or Soil Hydrologic Group C with a surface slope of less than fifteen percent (15%). Infiltration is assumed to be infeasible for development or redevelopment projects in these areas. The use of alternative stormwater control methods shall be used. Project proponents are allowed to investigate the feasibility of infiltration and apply it on their site if proven feasible.
 - d. Not Feasible (fifty-four point two percent (54.2%) of City): Hydrogeomorphic units that were Soil Hydrologic Groups B and C with a surface slope of greater than fifteen percent (15%); or Soil Hydrologic Groups C/D and D. Infiltration is assumed to be infeasible for development or redevelopment projects in these areas. The use of alternative stormwater control methods shall be used. Project proponents are allowed to investigate the feasibility of infiltration and apply it on their site if proven feasible.

3. All applications for new and re-development projects within Moscow, of one acre in size or greater, shall do the following:
 - a. At a minimum, retain stormwater runoff generated on-site for the 95th percentile 24-hour rainfall event; or
 - b. Determine that it is infeasible for the proposed project to meet the retention requirement.
4. A qualified soils professional shall be consulted to determine a project's infeasibility. Qualified soils professionals include: certified soils scientists, professional engineers, geologists, hydrogeologists or engineering geologists registered in the State of Idaho. The retention requirement is deemed "infeasible" when the project applicant satisfies one of the following Infeasibility Criteria:
 - a. Site or Engineering-based conditions such as soils that do not allow for infiltration of the 95th percentile, 24-hour storm; proximity to a known hazardous waste site or landfill; proximity to a drinking water well or spring; proximity to an on-site sewage system or underground storage tank; setbacks from structures; landslide hazard areas or slopes; seasonal high groundwater; incompatibility with the surrounding drainage system from elevation or location; areas prone to erosion;
 - b. Incompatibility with uses related to concerns such as public safety, protection from spills, contaminated sites, or frequently flooded areas; or
 - c. Incompatibility with state or federal laws.

C. Design Size

1. Stormwater and surface water control facilities, including but not limited to, storm drain inlets, pipes, retention and detention ponds, biofiltration and mechanical treatment facilities or structures shall be sized at a minimum to carry and treat storm drainage runoff based on the SWMMEW specifications at rates to not exceed pre-developed flows for the 95th percentile 24-hour SCS Type II storm event (0.82 inches). Additionally, detention facilities downstream of treatment facilities shall ensure that the storm release rate for the post-development flow is at or below the pre-development release rate for the 2-, 10-, 25-, and 50-year, 24-hour SCS Type II storms while accounting for the hydrologic effect of any upstream onsite LID BMPs. Provisions shall be made to convey the 100-year 24-hour SCS Type II storm without catastrophic damage to downstream structures and facilities. Given that infiltration is technically infeasible in most of Moscow, detention facilities and treatment (i.e. pollutant removal) equal to or greater than onsite retention are required.

2. Any new development and redevelopment projects with a combined impervious surface area greater than 10,000 sq. ft. (new and existing) shall apply onsite LID BMPs to the degree feasible based on-site specific conditions. For example, permeable pavements, downspout disconnection, water holding soil amendments, rain gardens, and bioretention systems with underdrains may be feasible in some areas, such as at the lot-level within residential developments. Once these onsite LID BMPs are applied, as feasible, designers will then proceed to apply treatment and detention BMPs. In some cases, such as bioretention with underdrain, the LID BMP may fully meet treatment requirements.
3. The entire post-development runoff volume shall be retained, or detained and treated for the 95th percentile 24-hour SCS Type II storm. Depending upon the type of treatment facility, it shall be sized based on the peak flow rate or volume of runoff while accounting for the treatment and hydrologic effect of any upstream onsite LID BMPs. Treatment BMPs should typically be installed upstream of detention facilities; however, if located downstream, treatment BMPs shall be designed for the full 2-year release rate from the detention facility. Detention downstream of treatment facilities shall be provided such that the storm release rate for the post-development flow is at or below the pre-development release rate for the 2-, 10-, 25-, and 50-year, 24-hour SCS Type II storms while accounting for the hydrologic effect of any upstream onsite LID BMPs.
4. From a design perspective, there are two types of treatment BMPs, volume based and flow-rate based. Each type requires a different design approach.
 - a. For designing volume-based treatment BMPs, use the 6-month, 24 hour, SCS type IA storm of the modified Type IA for small projects (less than 1 acre). Volume based BMPs are sized the same whether located upstream or downstream from detention facilities. Volume based BMPs include those that rely upon infiltration into the ground for treatment (generally not approved for Moscow) or those that require storage volume such as wet ponds, constructed wetlands and treatment combined with underground detention.
 - b. Flow-rate based treatment BMPs are sized differently depending on whether they are located upstream or downstream of detention facilities.
 - 1) For runoff treatment facilities preceding detention facilities or when detention is not required, the 6-month, short duration (3- hour) storm shall be used.
 - 2) For runoff treatment facilities sited downstream of detention facilities, design for the full 2-year release rate of the detention facility shall be used.

- 3) Flow-rate based treatment BMPs include bio-filtration, media filters, hydrodynamic separators and inlet filters. Bio-retention has both volume and flow-based design criteria.
- 4) All runoff treatment facilities shall be sized for the entire flow that is directed to them. Storm drain pipes and other conveyance facilities shall be designed for the 10-year 3-hour short-duration storm, or 12-inch diameter minimum main lines and 8-inch laterals per City of Moscow standards, whichever is larger.

D. Discharge and Detention Design

Where it is determined that stormwater retention is infeasible, stormwater detention and treatment equivalent to onsite retention for the 95th percentile 24-hour SCS Type II storm event is required. All other additional City of Moscow requirements (e.g. Construction Standards, Big Box Store ordinance, Moscow Urban Renewal Agency projects, etc.) shall be met.

1. Stormwater detention shall be required for all development with 10,000 square feet ISA or more of impervious surface, either newly created, or cumulative with existing impervious surface where detention has not been previously provided, excluding individual residential properties which are not part of a larger development.
 - a. Plans for stormwater drainage shall indicate where the stormwater will be discharged.
 - b. If the proposed development will increase the rate or velocity of storm runoff, it shall be shown that the pipes and channels downstream from the discharge point can carry the proposed runoff without damage to the adjoining properties.
 - c. Provisions shall be made for detention of storm water in order to decrease the rate of storm runoff and, more importantly, to decrease the peak runoff rate.
 - d. The maximum size of any exposed orifice, including overflows, shall be four inches (4") or they shall have trash-rack type protection as approved by the Deputy City Administrator or designee.
 - e. Outlet structures shall be either modified catch basins or manhole structures; PVC outlet structures are not allowed. A 3'x3'x4" concrete maintenance pad shall be constructed at the bottom of the lowest outlet orifice.

- f. Detention ponds shall have emergency overflow structures to protect the pond and adjacent property.
 - g. Energy dissipation shall be provided on all inlets to the pond and outlet pipes exiting the pond.
 - h. Detention ponds with side slopes steeper than three horizontal to one vertical (3:1) or designed to maintain a pond depth greater than one foot (1') when fully drained shall be protected by a security fence at least four feet (4') high.
 - i. Detention ponds designed to provide dead storage of any depth shall include a valved drain line for dewatering for maintenance purposes. Only above ground systems will be allowed in the flood plain.
 - j. Detention facilities shall be designed and constructed to facilitate equipment access for maintenance purposes.
 - k. The slopes and bottoms of above-ground systems shall be stabilized with perennial grass or other approved landscaping, employing the guidelines from the Idaho Catalog.
2. All stormwater discharges from approved detention facilities shall be treated for the entire post-development runoff volume for the 95th percentile 24-hour SCS Type II storm (0.82 inch). Depending upon the type of treatment facility, it will be sized based on the peak flow rate or volume of runoff while accounting for the treatment and hydrologic effect of any upstream onsite LID BMPs. Treatment trains, using different pollutant removal BMPs and technologies along the conveyance route, and LID principles should be used whenever feasible. Treatment BMPs should typically be installed upstream of detention facilities; however, if located downstream, treatment BMPs shall be designed for the full 2-year release rate from the detention facility.

E. Detention Facilities

For all developments, a winter/spring climate shall be used by assuming 100% saturated or frozen ground providing little or no infiltration (CN=98). Calculations for detention and treatment shall use the SCS TR-55 method or the HSPF Model Method.

F. Easements

Where storm drains run outside an existing public right-of-way, easements shall be required for public maintenance. Such easements shall be a minimum of twenty feet (20') in width. Easements shall be constructed and surfaced as approved to accommodate maintenance equipment.

G. Service Lines

All new subdivisions and developments shall include service lines for roof, foundation, and area drains on all lots where infiltration is infeasible. Such service lines shall be connected to the approved storm and surface water drainage system for the subdivision or development.

H. Private Stormwater Control Facilities

All privately owned stormwater control facilities (conveyance, flow control and treatment) shall be operated and maintained so as to provide the designed level of performance on an ongoing basis.

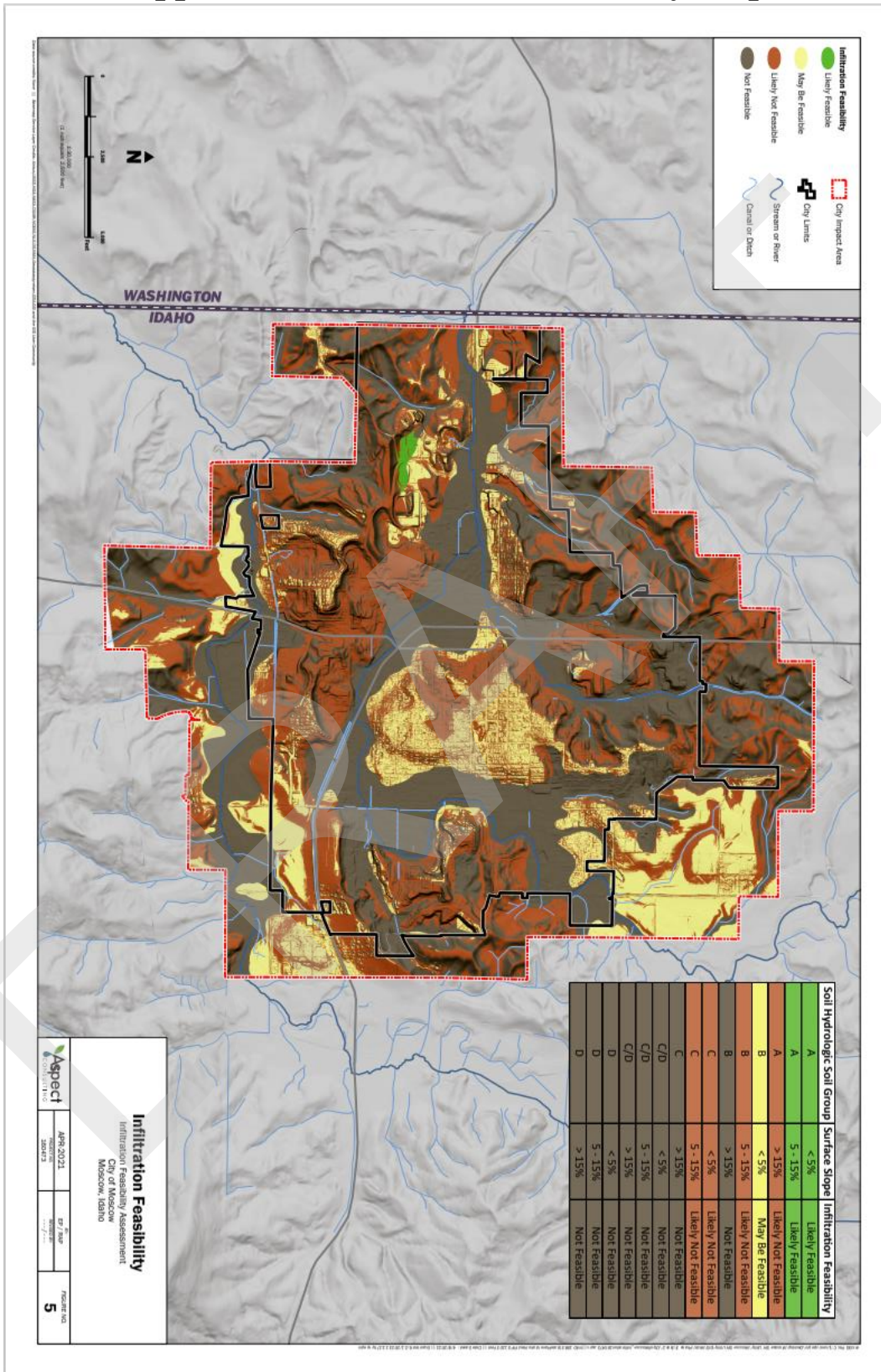
I. Cover

Storm drains shall be designed to have a minimum cover of two feet (2') at all locations, including at the connection of leader pipes to catch basins, and should have a maximum cover of ten feet (10'). Exceptions to these requirements, with appropriate changes in pipe materials, may be allowed as approved by the Deputy City Administrator or designee.

VI. REFERENCES

- A. Idaho Department of Environmental Quality. (2009). Idaho Catalog of Storm Water Best Management Practices. Retrieved from <https://www.deq.idaho.gov/water-quality/wastewater/storm-water/>
- B. Idaho Department of Environmental Quality. (2019). Construction General Permit (CGP) #MSG010000. Retrieved from <https://www.deq.idaho.gov/water-quality/wastewater/storm-water/>
- C. Washington State Department of Ecology. (2016). Stormwater Management Manual for Eastern Washington. Publication No. 16-10-055. Retrieved from <https://fortress.wa.gov/ecy/ezshare/wq/Permits/Flare/2019SWMMEW/2019SWMM EW.htm>
- D. City of Moscow, Idaho Infiltration Feasibility Assessment Memorandum. (2021) Prepared by Aspect Consulting. Retrieved from <https://www.ci.moscow.id.us/937/Stormwater>
- E. U.S. Environmental Protection Agency. (2021). Treatment Chemicals for Particulate Removal from Construction Stormwater. Retrieved from <https://www.epa.gov/system/files/documents/2021-11/bmp-treatment-chemicals-for-particulate-removal-from-construction-stormwater.pdf>

Appendix A – Infiltration Feasibility Map



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 12, 2025



AGENDA ITEM TITLE

Master Agreement for Services with the University of Idaho (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Administrator

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City of Moscow provides the University of Idaho with various public safety services under an existing Master Services Agreement that will expire on September 30th of this year. The City and University have negotiated an updated agreement to continue to provide these services, which includes more detailed and updated service descriptions, an updated annual fee and annual fee escalator, and a three-year term with the option to renew for one additional three-year term. The proposed agreement has been approved by the University and is now before the Council for review and approval.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Master Agreement for Services, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Master Agreement for Services.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Professional Services_Master Agreement_University Idaho_2025-2028_final

**MASTER AGREEMENT FOR
SERVICES**

This Master Agreement for Services (“Master Agreement”) is made and entered into by and between the Regents of the University of Idaho, a public corporation and state educational institution, and body politic and corporate organized and existing under the Constitution and laws of the State of Idaho (“University”) and the City of Moscow, Idaho, a municipal corporation of the State of Idaho (“City”), collectively the Parties.

RECITALS

University desires to increase the safety of the students, staff, and visitors to the University campus through contracting with City to dedicate specific police and fire services to serve specific needs of the University;

University also wishes to seek assistance from City to fulfill its Clery Act reporting requirements;

University desires to obtain the services described herein of City; and

City has expertise and experience in providing the services described herein for the benefit of the University.

TERMS

The Parties, in recognition of the good and valuable consideration as further described herein, agree as follows:

1.0 Scope of Services.

1.1 City agrees to perform such services as are set forth in this Master Agreement with the standard of care and skill customarily provided in the performance of such services, and University agrees to pay City such amounts as are specified in this Master Agreement, all upon the following terms and conditions:

1.2 Police Services. City agrees to provide community policing and patrol, tactical team support, special events support, and reports of incidents that fall within the Clery Act reporting requirements.

1.2.1 Community Policing and Patrol. City will provide six (6) dedicated sworn police personnel to conduct community policing and patrol, of which three (3)* are exclusive assignments to the Campus Division of the Moscow Police Department (MPD), generally based on the schedule below:

Campus Commander*	Monday-Friday 7:00 a.m. to 4:00 p.m.
Campus Community Policing Officer 1*	Monday-Thursday 7:00 a.m. to 5:00 p.m.
Campus Community Policing Officer 2*	Tuesday-Friday 7:00 a.m. to 5:00 p.m.

Weekday Patrol Shift	Monday-Friday 6:00 p.m. to 6:00 a.m.
Weekend Daytime Patrol Shift	Saturday-Sunday 6:00 a.m. to 6:00 p.m.
Weekend Evening Patrol Shift	Saturday-Sunday 6:00 p.m. to 6:00 a.m.

All efforts will be made to maintain the above schedule; however, changes may be made to provide flexibility and to address particular needs of the Parties. Whenever reasonably possible, changes should be communicated as soon as known to the University's Executive Director of Public Safety and Security (Executive Director) as identified in Section 11.0.

Community policing and patrol services shall include, but are not limited to the following:

- a) Providing community outreach by the police staff to campus constituents, including students, staff, and faculty;
- b) Weekly review and planning meetings with other security and University staff. The Parties agree to set a specific weekly meeting time and date;
- c) Dignitary safeguarding as described herein;
- d) Maintain a visible presence in the MPD Campus Division University substation;
- e) Operating the campus gun locker as per the procedures agreed upon by the Parties;
- f) Regular patrols, which may include vehicle, bicycle, or foot patrols as determined by the Parties to be most effective, and which will focus on the campus environment;
- g) Providing at least three (3) special emphasis patrols;
- h) Record reports necessary to assist the University with Clery Act reporting requirements in accordance with this Agreement;
- i) Regular duty-related overtime; and
- j) Traffic enforcement of limited access streets, University-owned streets, and open to the public streets.

The community policing and patrol services described in this Section are in addition to general law enforcement activities of MPD, which often occur on University campus. MPD can and does utilize other personnel within MPD to enforce the laws

necessary to meet the University's needs and to fulfill the requirements of this Master Agreement.

1.2.2 Tactical Team Support. City will maintain a tactical team that is appropriately trained in crisis and emergency response that is related to the needs of University. Crisis and emergency response planning will be coordinated between University and City.

1.2.3 Special Events Police Support. City will provide sworn police personnel to provide special events police support for the following events:

- a) Dignitary visits requiring more special events support than can be provided by the Campus Commander and the two (2) Community Policing Officers - A dignitary is defined, but not limited to, a person with a significant title or position (i.e.: elected official, head of state, member of judiciary) who by nature of such position may be exposed to risk. Final determination of resources and commitments will rest cooperatively with the University of Idaho, Executive Director and the Moscow Police Department, Campus Division Commander;
- b) All home football games will include a minimum of eleven (11) officers, including command, with a maximum of fourteen (14) officers as determined to be appropriate by the Executive Director and MPD's Campus Commander based on the profile risk of the game. The Executive Director and Campus Division Commander will meet the week prior to all home games to determine staffing, taking into consideration game specific intelligence such as threat landscape, rivalries, and anticipated attendance.
- c) All away football games: City may authorize the Campus Division Commander or designee to travel as member of traveling unit, with University paying for travel-related expenses;
- d) All men's and women's home basketball games will have a minimum of two (2) officers with a maximum of four (4) officers present for each game depending on the size and risk of the event as determined by the Executive Director and MPD's Campus Commander. The Executive Director and Campus Division Commander will meet before the beginning of the season, and before any individual high-profile games, to determine home game staffing, taking into consideration game-specific intelligence such as threat landscape, rivalries, and anticipated attendance;
- e) Three (3) special emphasis patrols per year at a date and time determined by the Campus Commander and the Executive Director,

which may include, but is not limited to, plain clothes alcohol patrols and traffic emphasis patrols;

- f) MPD will provide police staffing for up to three (3) special concerts per year. The officer staffing for these concerts will be jointly determined by MPD and the Executive Director;
- g) Special Event Staffing. MPD will provide police staffing for the following special events each year. The officer staffing for these special events will be jointly determined by MPD and the Executive Director:
 - i.) Jazz Festival;
 - ii) Borah Symposium;
 - iii) Bellwood Lectures;
 - iv) Spring and Winter Commencements held in Moscow; and
 - v) Board of Regents meetings when held in Moscow.

1.2.4 Campus Division Police Special Services. City will provide Moscow Police Department (MPD) services for the following:

- a) Resident Life Advisors' training on marijuana recognition;
- b) Fraternity, Sorority, and resident life students training on alcohol abuse, sexual assault, bystander intervention, etc.;
- c) Campus Division officers will assist with fraternities and sororities during the academic year;
- d) MPD will attend meetings with Chapter Greek advisors as requested in collaboration with the Office of Public Safety and Security;
- e) MPD will attend and will provide information to the Dean of Students office at conduct meetings;
- f) MPD will provide notification to a designated University representative of all Clery Crimes and major incidents that occur on campus or major incidents involving University students as soon as possible in consideration of the nature of the incident;
- g) MPD will provide security during employee terminations as requested in collaboration with the Office of Public Safety and Security;
- h) When it will not interfere with its law enforcement and criminal investigatory duties, or the prosecution of cases, MPD will assist with University Title IX investigations by providing the University with

access to investigatory reports and audio/video recordings of interviews, allowing University staff to observe interviews conducted by MPD, and coordinating investigations with University investigators;

- i) MPD will provide police presence during University football tailgate functions;
- j) MPD will perform threat assessment on subjects falling within their jurisdiction, where the assessment involves potential threat to the University community as requested in accordance with law; this includes establishing communication with allied law enforcement when appropriate;
- k) MPD will participate in the joint planning process with the University's Office of Public Safety and Security for high-profile events on campus;
- l) MPD will provide information on off-campus criminal conduct involving University students for University disciplinary purposes;
- m) MPD will participate in the Campus Community Coalition;
- n) MPD will present information about law and regulations, two to three (2 to 3) times a semester to international students;
- o) MPD will participate in presentations sponsored by the counseling and testing center on alcohol and drug use including programs such as the 'house party' or similar programs;
- p) MPD will meet with student leaders (ASUI) and discuss campus-related issues:
 - Amnesty policies
 - Drug use
 - Sexual assaults
 - Tailgating
 - Concerts
- q) MPD may provide a cadet program for University students to provide an opportunity for University students to learn about law enforcement and for relationship building and community policing purposes. Cadets may not substitute uniformed officers for the purposes of fulfilling the obligations of this Master Agreement contained herein.

1.2.5 Additional Special Events Police Support. Any additional special events police support required by the University and furnished by City is to be charged on an actual as-needed basis, at the per hour, per officer rate, per City Fee Resolution as set by City Council each year. Any such additional special events support must

be agreed upon and approved by both the University and City in writing prior to any use.

1.2.6 Clery Act Reporting Requirements and Code of Ethics Violations. The Clery Act, pursuant to 20 U.S. Code §1092(f), requires University to report campus crime data through the dissemination of a public annual report to employees and students every October 1, which includes statistics of campus crime for the preceding three (3) calendar years, support victims of violence, and publicly outline the policies and procedures University has put in place to improve campus safety. University must maintain a daily crime log of all reported crimes that fit within the Clery Act reporting requirements. City will assist University with the Clery Act reporting requirements by providing the following services:

- a) MPD agrees that a key component of providing policing services under the terms of this Master Agreement involves compliance with the Jeanne Clery Act. MPD shall ensure that all personnel who may, as a component of their sworn duties, encounter, receive, investigate, or document a Clery Crime complete training on Clery Act compliance and reporting requirements;
- b) MPD, through the MPD Records Custodian, will provide to the University Clery Act Compliance Assistant, a summary of incidents called a call log that occurred on campus property in a format agreed to by the Executive Director and Campus Division Commander, that complies with Clery Act daily crime log reporting requirements. Every business day, MPD Records Custodian will provide a call log that includes a summary of incidents that took place within the designated perimeter that includes the University campus area. Weekends and recognized holidays shall not be considered business days, and reporting shall recommence, including crime statistics from excluded days, on the next business day;
- c) MPD Campus Officers will review the incident reports associated with the daily summaries being provided to University and will forward specific reports to the Director of Clery Compliance to assist University with the retrieval of additional information required for Clery Act reporting purposes; and
- d) Separate from Clery Act reporting requirements, MPD Campus Officers will review daily call logs that cover all MPD calls within city limits and any call that deals with a known University student that violates any state or local laws, whether charged or not, will be forwarded to University Dean of Students office as such falls under the University's Code of Ethics. City will not forward active investigation cases. Any cases that are no longer active will be

forwarded to Dean of Students. Active cases will be held until investigation has been completed and then forwarded to the University. City will share pertinent information to the University as needed to address safety concerns while weighing the importance of not jeopardizing the active investigation.

1.3 Fire Response and Prevention Services. City will provide fire response services through the Moscow Volunteer Fire Department (MVFD) with personnel who are appropriately trained in fire response and appropriately equipped relative to the needs of University, as well as University community fire education and fire prevention services. The MVFD is comprised of full-time City employees, dedicated volunteers from throughout the community, and resident firefighters.

1.3.1 University Community Fire Prevention Education Services. City will provide University community fire prevention education services when requested with reasonable notice by University;

1.3.2 Inspection services to include assistance to the Idaho State Fire Marshal's office as requested or required, including plan review assistance;

1.3.3 Semi-Annual fire safety and compliance inspections for fraternities and sororities;

1.3.4 Maintain a student resident volunteer fire program, which includes providing training and lodging for such student residents while participating in the resident program, which supports career education of University students and results in reduced response times;

1.3.5 Facilitate Emergency Medical Services (EMS) to the University;

1.3.6 Coordinate with the University Executive Director of Public Safety and Security in the preparation and presentation of emergency response and disaster training for University personnel;

1.3.7 Special Events Fire Prevention Services. City will provide necessary equipment for special events fire prevention services. University to pay reasonable costs to City as agreed to between City and University for the requested services;

1.3.8 The City will provide immediate notification to a designated University representative of major fire response incidents that occur on campus or major incidents involving University students.

1.4 City shall be responsible for any additional functions as are necessary to provide the services set forth in Sections 1.2 and 1.3, including but not limited to emergency services dispatch.

1.4.1 City operates and/or contracts for an Active911 system which generates emergency services information from Whitcom Dispatch. City, pursuant to the

Active911 Confidentiality Agreement between MPD and University for Clery Act purposes, allows University access to Active911 to allow notification to University's Executive Director of Safety and Security when it dispatches City personnel to the University campus, as long as it does not interrupt essential emergency communications.

1.4.2 Active911 allows access to University's Executive Director, Safety and Security, for any report of a crime of violence or a felony occurring within the City of Moscow as long as it does not interrupt essential emergency communications.

1.4.3 The notifications from dispatch described in Sections 1.4.1 and 1.4.2 shall be done through the use of Active911 or other similar response notification systems, which access by the University shall be approved and sponsored by City, but for which University shall pay any Active911 license fees.

1.5 City agrees to perform the services set forth in Sections 1.2 and 1.3, to the reasonable satisfaction of the University.

1.6 The University's liaison overseeing the services provided under this Master Agreement is Executive Director, Public Safety & Security or designee.

1.7 The Parties may from time-to-time extend the scope of services or omit services previously ordered, and the provisions of this Master Agreement shall apply to all such additions and omissions. All such additions and omissions must be in a writing executed by both Parties in order to be effective.

2.0 Fees and Expenses.

2.1 University agrees to pay one million, six hundred twenty-eight thousand, four hundred seventy dollars (\$1,628,470) for all services set forth in Section 1.0, with the exception of services as requested by the University, pursuant to Sections 1.2.5 and 1.3.7.

2.2 The amount described in Section 2.1 shall automatically change on October 1, 2026, to include a two percent (2%) annual rate increase.

2.3 The amount described in Section 2.2 shall automatically change on October 1, 2027, to include a two percent (2%) annual rate increase.

2.4 The amount described in Section 2.3 shall automatically change on October 1, 2028, and on October 1 of each subsequent year, including renewals, if any, to include a three percent (3%) annual rate increase from the previous year.

3.0 Term.

This Master Agreement shall commence on October 1, 2025, and shall remain in force and effect for a three (3) year term that may, by agreement by the Parties, be extended for one (1) additional three (3) year term or until terminated pursuant to Section 9.0. At the end of the second three (3) year term, this Master Agreement will continue on a year-to-year basis or until terminated by either Party, pursuant to Section 9.0.

4.0 City's Capacity and Responsibilities.

4.1 It is expressly understood that City is an independent contractor and not the agent, partner, or employee of University. City and City's workers are not employees of University and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any University employee benefits, statutory or otherwise.

4.2 City shall not have the authority to enter into any contract or agreement to bind University and shall not represent to anyone that City has such authority.

4.3 City represents and warrants to University that in performing the services called for hereunder, City will not be in breach of any agreement with a third party.

4.4 In the event that City subcontracts for the services to be provided herein, City shall remain liable for all obligations and commitments under this Master Agreement and shall ensure that any necessary obligations and commitments flow through to the subcontractor(s) of any tier.

5.0 Confidentiality of Information.

5.1 City and University agree to keep confidential and to not disclose to third parties any information provided by the other Party pursuant to or learned by the other Party during the course of this Master Agreement unless the Party has received the prior written consent of the other Party to make such disclosure. This obligation of confidentiality does not extend to any information that:

5.1.1 Was in the possession of Party at the time of disclosure by the other Party, directly or indirectly; or

5.1.2 Is or shall become, through no fault of either Party, available to the general public; or

5.1.3 Is independently developed and hereafter supplied to either Party by a third party without restriction or disclosure; or

5.1.4 Is required to be disclosed pursuant to the Idaho Public Records Law (Idaho Code §§ 74-101, et seq.) or a lawfully issued subpoena or court order.

5.2 This provision shall survive expiration and termination of this Master Agreement.

6.0 Invoices and Payment Schedule.

For services provided under this Master Agreement, other than those under Section 1.2.5 and 1.3.7, City shall provide the University with a single invoice at the beginning of each annual billing period. Invoices shall reference the applicable services under this Master Agreement. University shall pay City with monthly installments pro-rated equally over the ensuing billing period. Such monthly installments shall be paid on the last day of each month. The first payment for each billing period shall be due one (1) month after the invoice is due from City. By way of example, the invoice for the first billing period shall be due to University by October 1, 2025, and shall be paid

by University in equal monthly installments by the last day of each calendar month beginning October 31, 2025, and ending September 30, 2026.

Invoices for any services provided under Section 1.2.5 and 1.3.7 must include a copy of the written authorization by University for such additional special events support. Additional services for additional fees outside the Scope of this Master Agreement, need to be in writing and signed by both Parties. These invoices shall be delivered to University no later than the fifteenth (15th) calendar day of the month immediately following the month in which the additional special events support was used. University shall pay the invoice amount within thirty (30) days of receipt of the invoice.

7.0 RESERVED

8.0 Family Education Rights and Privacy Act (FERPA).

When any MPD officer performs duties under this Master Agreement that University employees would otherwise perform, including, but not limited to, those functions in section 1.2.4, that MPD officer will be considered to be acting as a school official and may be provided personally identifiable information from a student's education record protected by FERPA. As to any FERPA-protected information that is shared pursuant to this Section 8.0, City agrees that it is (1) performing an institution service or function for which University would otherwise use employees; (2) under the direct control of University with respect to the use and maintenance of education records; and (3) subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and re-disclosure of personally identifiable information from education records. City agrees that any information provided pursuant to this section may not be re-disclosed to any person without complying with 34 CFR §§ 99.31, 99.32 and 99.33, and that the information may not be used for any reason other than the reason for which it is provided. City agrees to either destroy the education records in a manner that completely protects the confidentiality of the student information, or return the information to University upon the termination of this Master Agreement. Any MPD officer not performing duties under this Master Agreement that would ordinarily be performed by a University employee, including, but not limited to, conducting criminal investigations, is not considered a school official and will not be entitled to obtain personally identifiable information from a student's education records unless (1) the MPD officer has the written consent of the student; or (2) an exception from 34 CFR § 99.31 to the written consent requirement applies.

University will provide FERPA training to all MPD officers in order for MPD to comply with FERPA requirements.

9.0 Termination of Master Agreement. In the event of termination, each Party will account for the property in its possession belonging to the other Party, and will dispose of it in the manner the other Party directs.

9.1 Termination for Convenience. Either Party may terminate this Master Agreement after the initial three (3) year term or for any reason upon one (1) year's prior written notice after the initial three (3) year term.

In the event of termination for convenience, City shall be paid the pro-rata share of the payment amount in Section 2 for work performed up to the time of termination for convenience.

9.2 Termination for Cause.

Either Party may terminate this Master Agreement for cause, after providing the breaching Party with notice of breach and the opportunity to cure within three (3) weeks, which cure time may be longer if mutually agreed to by the Parties in writing.

Cause or breach in this Master Agreement means:

- a) Intentional disclosure of the other Party's confidential information contrary to Section 5 of this Master Agreement;
- b) Failure to perform the services described in this Master Agreement in the manner called for in this Master Agreement;
- c) Failure to comply with any provision of this Master Agreement.

In the event of termination for cause, City shall be paid the pro-rata share of the payment amount in Section 2 for services performed before notice of breach is given. For work performed after notice is given, City shall be paid a reasonable price for services that are performed in accordance with the manner of performance set forth in this Master Agreement.

10.0 Attorneys' Fees.

In the event of any controversy, claim or action being filed or instituted between the Parties to this Master Agreement to enforce the terms and conditions of this Master Agreement or arising from the breach of any provision hereof, the prevailing Party will be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing Party, if awarded by a court of competent jurisdiction.

11.0 Notice.

Any notice under this Master Agreement shall be in writing and shall be delivered either (1) in person; (2) by delivery service; (3) by certified mail with return receipt requested; or (4) by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

University: University of Idaho
Contracts and Purchasing Services
875 Perimeter Drive MS 2006
Moscow, Idaho 83844-2006
Attn.: Director of Contracts and Purchasing Services
Phone: (208) 885-6116

Fax: (208) 885-6060

with Copy to:

University of Idaho
Office of Public Safety and Security
875 Perimeter Drive MS 2427
Moscow, Idaho 83844-2285
Attn: Executive Director, Public Safety and Security
Phone: (208) 885-1630

City:

City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843
Attn: City Supervisor
Phone: (208) 883-7006
Fax: (208) 883-7018

Any notice shall be deemed to have been given on the earlier of (1) actual delivery or refusal to accept delivery; (2) the date of mailing by certified mail; or (3) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective at time of receipt.

12.0 Entire Agreement; Modification.

This Master Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and may not be amended except by an agreement signed by the City and an authorized representative of the University.

13.0 Severability.

The terms of this Master Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

14.0 Governing Law; Forum.

Any legal proceeding instituted between the Parties shall be in the courts of the County of Latah, State of Idaho, and each of the Parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Master Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.

15.0 Paragraph Headings.

The paragraph headings in this Master Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Master Agreement except as expressly stated in such paragraph.

16.0 Non-Waiver.

The delay or failure of either Party to exercise any of its rights under this Master Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

17.0 Assignment.

City may not assign the rights or delegate the obligations under this Master Agreement without the University's prior written consent.

18.0 Accounting; Audit.

For a period of three (3) years following completion of the services called for hereunder, the University or its authorized representatives shall be afforded access at reasonable times to City's accounting records relating to the services set forth herein in order to audit all charges for the services.

19.0 Nondiscrimination.

City shall not discriminate against any employee or applicant for employment in the performance of this Master Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, national origin, religion, sex, sexual orientation and gender identity/expression, age, disability, or status as a Vietnam-era veteran. Breach of this covenant may be regarded as a material breach of this Master Agreement.

20.0 Compliance with Rules, Regulations, and Instructions.

The duties and responsibilities required under this Master Agreement shall be performed in accordance with all local, state and federal law. Failure to perform these obligations in conformity with controlling law may be construed as a material breach of this Master Agreement.

21.0 No Employer Employee Relationship, No Separate Entity Created, No Joint Venture, and No Agency Relationship.

The Parties agree that City is solely providing a service to University and no employment relationship is being created under this Master Agreement. Nothing contained in this Master Agreement 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.

22.0 Authority to Execute.

The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties. This Master Agreement may also be executed by the use of electronic signatures pursuant to Idaho Code § 28-50-107.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Master Agreement:

The Regents of the University of Idaho

City of Moscow

Lee Espey, Associate Vice President,
Operations

Arthur D. Bettge, Mayor

Date

Date

ATTEST:

Laurie M. Hopkins, City Clerk

DRAFT