

Moscow City Council



Regular Meeting
~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
December 6, 2021**

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public. Attendees are subject to any protocols established by Governor Little's Stay Healthy Guidelines of the Idaho Rebounds Plan. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Citizens wishing to comment on business on the agenda are encouraged to communicate with the Mayor and City Council by phone or email (council@ci.moscow.id.us) in order to respect social distancing protocol. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council November 15, 2021 Minutes - Laurie M. Hopkins

B. Lot Line Adjustment: 2015 and 2021 Crestwood Drive - Aimee Hennrich

The applicant, Rafik Itani, is requesting a lot line adjustment between two properties located at 2015 and 2021 Crestwood Drive. The proposed lot line adjustment would reduce the lot addressed as 2015 Crestwood Drive from 10,507 sf to 9,903 sf and expand the lot addressed 2021 Crestwood Drive from 13,009 sf to 13,613 sf. The applicant is requesting the lot line adjustment in order to conform to side yard setback requirements for future construction of a single-family dwelling upon 2021 Crestwood Drive. A foundation is already in place for 2015 Crestwood Drive. The subject properties are located within the Moderate Density, Single-Family Residential Zoning District (R-2). Within the R-2 Zoning District, lots with single-family dwellings require a minimum area of 7,000 sf and a minimum lot width of 60 feet. The proposed lot line adjustment meets both of these standards. This was reviewed and approved by the Public Works and Finance Committee on November 22, 2021.

ACTION: Approve the lot line adjustment request with no conditions.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

3. Mayors Appointments (ACTION ITEM)

4. Oath of Office for Cody Riddle as Deputy City Supervisor - Laurie M. Hopkins

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

6. Citizen Commission Report - Historic Preservation Commission - Mike Ray / Nels Reese

7. Sewer General Facilities Charge (GFCs) Implementation (ACTION ITEM) - Tyler Palmer

The City of Moscow recently completed a utility rate and general facilities charge study with the assistance of FCS Group. A general facilities charge (GFCs) analysis was performed to calculate the allowable charges that the City may impose for new connections to both the water and sanitary sewer system. GFCs are one-time fees for new or redevelopment, and are used to recover a proportional share of the value of facilities required to provide service to those connections. A key component of the GFCs calculation is determining the number of users the system can support. As part of the study, FCS Group recommended that the City adopt an Equivalent Residential Unit (ERU) metric as the basis to calculate the per unit capacity demand of a new sewer connection. The City's sewer customer data was reviewed to determine the average sewage flow per single-family residential customer (unit), which in FY2019 was estimated at 131 gallons per day (gpd). City staff agreed that 131 gpd was a reasonable estimate for the City's sewer ERU value. In an effort to link the estimated capacity demand per unit to the assessment of GFCs in an equitable manner, staff are proposing that the City assess new GFCs on a plumbing fixture unit (PFU) basis, which is a measure of the maximum sewer flow potential of each customer by unit. One ERU, or 131 gpd, has been determined to be equivalent to 27 PFUs for Fiscal Year 2022, based on the three-year average (2018-2020) of PFUs per single-family unit. We will update the averages annually to calculate the PFU to ERU ratio. This results in a simple calculation of \$96.89/PFU for FY22. This approach keeps our structure in compliance with established case-law for the application of GFCs. There is no minimum charge with this approach, allowing more equitable assessment of the costs for the impact of a given structure, resulting in savings for smaller units, which has a beneficial impact on affordable housing. This was reviewed by the Public Works/Finance Committee on November 22, 2021 and recommended for approval.

PROPOSED ACTIONS: Approve the amended sewer general facilities charges, or take such other action deemed appropriate.

8. PUBLIC HEARING: Proposed Fee Amendments (ACTION ITEM) - Gary J. Riedner

On August 16, 2021, the City Council adopted Resolution 2021-15, establishing fees for services to take effect on October 1, 2021 (Fee Resolution). Since that time, staff discovered that there are four areas which are recommended for amendment. Those areas are: correcting the fee for water service rates for commercial accounts with 1.5 inch meter, amending Sewer General Facilities Charges (GFCs), adding the Magenta parking permit fee, and correcting the Sanitation tipping fee. Amendment of the Fee Resolution requires a public hearing pursuant to Idaho Code. Staff has prepared a draft amended Fee Resolution for the Council's review and consideration. This was reviewed by the Public Works/Finance Committee on November 22, 2021 and recommended to forward to City Council for public hearing.

PROPOSED ACTIONS: Conduct the public hearing and after considering testimony, approve the amended FY2022 Fee Resolution with or without changes; or take such other action deemed appropriate.

9. Replacement of Ordinance 2021-16 with Ordinance 2021-16A (ACTION ITEM) - Mike Ray

On September 20, 2021, City Council approved Ordinance 2021-16, which pertained to the annexation of a 21.73-acre property generally located north of Slonaker Drive, east of Arborcrest Road, and south of Trail Road. The City subsequently received a letter from the Idaho State Tax Commission, dated October 5, 2021, stating that there were deficiencies in the legal description submitted by the applicant which was within the ordinance. The applicant has since corrected the items identified by the Tax Commission and the revised legal description has been inserted into the replacement Ordinance 2021-16A for the Council's consideration.

PROPOSED ACTIONS: Approve the replacement of Ordinance 2021-16 with Ordinance 2021-16A; or take such other action deemed appropriate.

10. Resolution for the Use of ARPA Funds (ACTION ITEM) - Gary J. Riedner

President Biden signed the \$1.9 trillion American Rescue Plan Act (HR 1319), (ARPA) into law on March 11, 2021. ARPA supports local government’s urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control, replace lost revenue for eligible local governments in order to support vital public services and to retain jobs, support immediate economic stabilization for households and businesses, and address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic. The City of Moscow was allocated a total of \$5,528,399, to be paid in two installments. ARPA funding must be obligated by December 31, 2024, and fully expended by December 31, 2026. In light of the time constraints for obligation and full expenditure of the ARPA funds, City Staff was directed to bring forward recommendations for potential uses of ARPA funding, which were considered by City Council in a workshop on October 25, 2021. Staff has prepared a proposed Resolution as a result of Council direction given at the workshop. This was reviewed by Public Works/Finance Committee on November 8 and forwarded on to City Council for consideration.

PROPOSED ACTIONS: Adopt the proposed Resolution directing the use of the City's allocated ARPA funds, or take such other action deemed appropriate.

11. Resolution Opting in the Opioid Litigation (ACTION ITEM) - Gary J. Riedner / Mia Bautista

The Attorney General’s Office has drafted a proposed Allocation Agreement to govern how settlement funds will be split between the State and participating local governments. This Allocation Agreement would govern how settlement funds from the Nationwide Settlements and the Purdue and Mallinckrodt Bankruptcies are allocated. In order to be effective, this Agreement will need to be adopted by the State and either (1) eligible local governments with a population of more than 60% of the total population, or (2) eligible local governments with a population of more than 50% of the total population and including at least 15% of the counties. Local Governments can sign-on to the Allocation Agreement by authorizing a representative to sign on behalf of the City and by executing the sign-on form that is attached as an Exhibit to the Resolution. For additional information regarding the nationwide settlements, please see the Idaho Attorney General's website <https://www.ag.idaho.gov/consumer-protection/opioid-settlement>. This was reviewed by the Public Works/Finance Committee on November 22, 2021 and recommended for approval.

PROPOSED ACTIONS: Approve the proposed Resolution authorizing the City Attorney to enter into and to sign on the City's behalf the Idaho Opioid Settlement Intrastate Allocation Agreement and the National Opioid Settlement, or take other such action deemed appropriate.

12. Report on Airport Terminal Funding - Gary J. Riedner

REPORTS

City Council

Mayor

Staff

ADJOURN

NOTICE: Moscow City Council and committee meetings are televised, videotaped and/or recorded. Individuals attending the meeting who require special assistance to accommodate physical, hearing, or other impairments, please contact the City Clerk, at (208) 883-7015 or TDD 883-7019, as soon as possible so that arrangements may be made.

Moscow City Council



Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
November 15, 2021

7:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio

ABSENT: Anne Zabala

OTHERS: Council-elect Julia Parker

STAFF: Gary J. Riedner, Bill Belknap, Brian Nickerson, David Schott, Alisa Anderson, Bob Buvel, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council Member Sullivan led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council November 1, 2021 Minutes - Laurie M. Hopkins

B. Disbursement Report October 2021 - Sarah Banks

Staff presented the October 2021 Accounts Payable Report to Public Works / Finance Committee on November 8, 2021. The Committee received the report and approved the disbursements as presented. An updated September report with final FY2021 revenue figures is also attached.

ACTION: Receive the Disbursements Report for the month of October 2021.

C. Consideration of the Moscow Heritage Tree Program - David Schott

Moscow is justly proud of its beautiful tree-lined streets, particularly in older historic neighborhoods, and works to create the same quality of urban forest in new areas of the City as they develop. To highlight our City's investment in trees, the Moscow Tree Commission has proposed creating a Moscow Heritage Tree Program to inspire and educate our community about our urban forest. A Heritage Tree is one that is notable for its large size, age, health or form, or is uncommon in Moscow. It may also be a tree with an interesting story or connection to Moscow's history. Once designated as a Moscow Heritage Tree, the tree will be featured in the Moscow Heritage Tree Program Guide, which includes a map of the tree's location, a photograph of the tree, and a description describing why it is a Moscow Heritage Tree. This was reviewed by Administrative Committee at its meeting on November 8, 2021 and recommended for approval.

ACTION: Approve the Moscow Heritage Tree Program and authorize the proposed Resolution.

D. Appaloosa Court Development Agreement – Bob Buvel

The Appaloosa Trailer Court is located on the Old Pullman Highway outside of the Moscow city limits. The property currently contains approximately 66 mobile home spaces. The Idaho Department of Environmental Quality (DEQ) has notified the owner of the property that the septic system currently serving the trailer court is out of compliance with DEQ wastewater treatment regulations. In an effort

to bring the property into compliance, the owner is proposing to connect the property's sanitary sewer system to the City of Moscow's sewer system by constructing approximately 4,000 feet of sewer main across University of Idaho property. On July 1, 2019, City Council decided it was in the public's best interest to provide sanitary sewer service to Appaloosa Court if the owner agreed to enter into a development agreement. The City Council decided that in the agreement the owner would agree to waive future rights to protest annexation, pay the general facilities charge in place at the time of connection, pay the current out-of-city rate of 200% of the in-city rate, and require City approval of any future development. The owner of the Appaloosa Trailer Court is now preparing to construct the utility connection and Staff has prepared the development agreement for Council's consideration and approval. This was reviewed by Public Works/Finance Committee at its meeting on November 8, 2021 and recommended for approval.

ACTION: Approve the Appaloosa Court Development Agreement.

E. Affordable Housing Grant Program Resolution - Bill Belknap

During the development of the FY2022 Budget, the City Council appropriated \$30,000 in funding to be utilized to promote the development of affordable housing within the community. City Staff have met with affordable housing developers within the city including the Moscow Affordable Housing Trust and the local Habitat for Humanity Chapter to discuss how the funds could be utilized to leverage grants and donations to support the construction of affordable housing. Staff prepared an outline for a potential affordable housing grant program for nonprofit organizations focused upon the development of affordable housing and included eligible organizations, allowed use of the grant funds, homebuyer qualifications, and ongoing housing affordability requirements that was reviewed by the Administrative Committee on September 13, 2021. The Committee recommended approval of the outline with minor modifications and provided Staff with direction to prepare a Resolution to adopt and implement the program. Staff has prepared the Resolution for the Council's review and consideration for adoption. This was reviewed by Administrative Committee at its November 8, 2021 meeting and recommended for approval.

ACTION: Approve the Affordable Housing Grant Program and the proposed Resolution.

Bettge moved and Taruscio seconded to approve the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

None offered.

3. Mayors Appointments (ACTION ITEM)

None offered.

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

None offered.

5. Acknowledgement of Election Results (ACTION ITEM) - Gary J. Riedner

Per Idaho Code 50-412, the City Council is required to accept the canvassed election results from Latah County, including the breakdown by precinct. The acceptance must be included in the City Council meeting minutes.

PROPOSED ACTIONS: Accept canvassed election results from Latah County or take other such action deemed appropriate.

Riedner introduced the item as written above. Having no questions, Sullivan moved, Kelly seconded, to accept the canvassed election results from Latah County. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

6. Request to Exercise Option to Transfer One-half Interest in the Pullman-Moscow Regional Airport to the City of Moscow (ACTION ITEM) – Gary J. Riedner

The real property and fixtures of the Pullman-Moscow Regional Airport (PMRA) are owned by the City of Pullman. Since 1939, the Cities of Pullman and Moscow have jointly operated PMRA through the Pullman Moscow Regional Airport Board, and both cities continue to serve as joint sponsors of PMRA. Both cities contribute funds from their annual budgets for the operations and capital improvements for PMRA. In 2014, Pullman and Moscow negotiated a new Joint Operating Agreement for the Pullman-Moscow Regional Airport, which provides that upon the written request of the City of Moscow, the City of Pullman will transfer one-half of the real property and fixtures to Moscow as tenants in common. No additional compensation is required from the City of Moscow. The proposed Resolution, if approved by City Council, will be transmitted to the City of Pullman, to begin the process of the transfer. The proposed transfer of an undivided interest in PMRA to the City of Moscow was reviewed by the City's consulting attorneys, who issued a legal opinion and is included in the packet. This was reviewed by Public Works/Finance Committee at its November 8, 2021 meeting and recommended for approval.

PROPOSED ACTIONS: Adopt the proposed Resolution, or take such other action deemed appropriate.

Riedner introduced the item as written above. Mayor Lambert invited the public to comment and no comments were offered. Bautista reviewed liability coverage with ICRMP and raising the coverage from \$30M to \$50M was suggested and the Airport Board approved the change. Bettge moved, Taruscio seconded, to approve the resolution. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. PUBLIC HEARING: Idaho Community Block Grant Request - Fire Engine (ACTION ITEM) - Alisa Anderson / Brian Nickerson

City staff is proposing to submit a funding request to the Idaho Department of Commerce under the Idaho Community Development Block Grant program in an amount not to exceed \$500,000 to assist with the purchase of a new fire engine under the Public Facilities funding category. Grant application requirements require the City to approve and execute the Certifications and Assurances and a Citizen Participation Plan. Also, as a requirement to submit a funding request, the City must hold a public hearing which will include an overview of the grant application, scope of work, budget, schedule, benefits of the project, how the funds will benefit low- and moderate-income persons, and the proposed project location. This item was reviewed by the Public Works/Finance Committee on November 8, 2021, and forwarded to the City Council for a Public Hearing.

PROPOSED ACTIONS: Conduct the Public Hearing and upon consideration of testimony received; approve submittal of a funding request to the Idaho Department of Commerce under the Idaho Community Block Grant program for an amount not to exceed \$500,000 to assist with the purchase of a new fire engine under the Public Facilities funding category and approval of the Certifications and Assurances and a Citizen Participation Plan to be included in the grant application; or take other such action deemed appropriate.

Anderson provided information on the Idaho Community Development Block Grant and Idaho Department of Commerce granting process. The three requirements for an application to be eligible are the applicant must be a non-entitlement city or county; the application must consist of eligible ICDBG activities; and the application must address an ICDBG national objective. The preliminary pricing is \$695,284 and if paid at the time of order, will receive a discount of \$25,349, for a total cost of \$669,935. The proposed grant request is for 50% of the total cost, or \$335,000. The applications are reviewed in January and suggestions may be sent to the applicants with time to amend applications. Final decisions should be determined in March. It would take 12-16 months to be built once the order is placed. If approved, the engine would be housed at fire station #2.

Mayor Lambert opened the public hearing at 7:22 p.m. Hearing no testimony, Mayor Lambert closed the hearing at 7:23 p.m.

Taruscio moved, Kelly seconded, to approve submittal of a funding request to the Idaho Department of Commerce under the Idaho Community Block Grant program for an amount not to exceed \$500,000 to assist with the purchase of a new fire engine under the Public Facilities funding category and approval of the Certifications and Assurances and a Citizen Participation Plan to be included in the grant application. Taruscio amended the motion so that the amount was not to exceed \$335,000. Kelly accepted the amendment. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Farmers Market Commission – Bettge said the Commission had nominations for 2022 officers and a discussion as to what is defined as local.

Parks and Recreation Commission – Sullivan reported the Commission continued discussion regarding the strategic planning process.

Moscow Arts Commission– Sullivan reported the Commission heard proposals for the Mactivities toolbox.

Moscow Pathways Commission – Kelly said the Commission had a recap on the annual bike ride through town. Discussion included the possibility of having the ride on a Saturday for family involvement. The Commission also discussed the Woodbury Addition pathways and orphan pathways.

Fair and Affordable Housing Commission – Taruscio reported the Commission voted on finalization of the survey pending legal and administrative review. They also discussed ARPA funds.

Council members also spoke on events that were attended.

Mayor

Mayor Lambert said he attended the Sheikh Community Unity Award celebration where Sprague was honored. He also attended the Council terminal workshop and Veterans Day dinner.

Staff

None offered.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 7:35 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE STAFF REPORT

DATE: Monday, December 6, 2021



RESPONSIBLE STAFF

Aimee Hennrich

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Lot Line Adjustment: 2015 and 2021 Crestwood Drive - Aimee Hennrich

DESCRIPTION

The applicant, Rafik Itani, is requesting a lot line adjustment between two properties located at 2015 and 2021 Crestwood Drive. The proposed lot line adjustment would reduce the lot addressed as 2015 Crestwood Drive from 10,507 sf to 9,903 sf and expand the lot addressed 2021 Crestwood Drive from 13,009 sf to 13,613 sf. The applicant is requesting the lot line adjustment in order to conform to side yard setback requirements for future construction of a single-family dwelling upon 2021 Crestwood Drive. A foundation is already in place for 2015 Crestwood Drive. The subject properties are located within the Moderate Density, Single-Family Residential Zoning District (R-2). Within the R-2 Zoning District, lots with single-family dwellings require a minimum area of 7,000 sf and a minimum lot width of 60 feet. The proposed lot line adjustment meets both of these standards. This was reviewed and approved by the Public Works and Finance Committee on November 22, 2021

STAFF RECOMMENDATION

Approve the lot line adjustment request with no conditions.

PROPOSED ACTIONS

ACTION: Approve the lot line adjustment request with no conditions.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Application Materials.1

To: The Mayor and Council of the City of Moscow

From: Rafik Itani, President of Itani Development IV, Inc.

Re: Petition to adjust the lot line between Lot 19 Block 3 and Lot 20 Block 3 of Rolling Hills Subdivision #8

Date: November 10, 2021

Dear Mayor and City Council Members:

We are submitting this petition for the purpose of adjusting the location of the lot line between Lot 19 Block 3 and Lot 20 Block 3 of Rolling Hills Subdivision #8.

For the current condition, Lot 19 and Lot 20 are both 73 feet wide. The area of Lot 19 is 13,009 sq. ft. and that of Lot 20 is 10,507 sq. ft. We propose to move the entire lot line between the two lots 4 feet to the west which will increase the width of Lot 19 to 77 feet and decrease the width of Lot 20 to 69'. The resulting areas of Lot 19 and Lot 20 after the lot line adjustment will be 13,613 sq. ft. and 9,903 sq. ft., respectively.

Both of these lots are conforming to the City standard before and after the lot line adjustment.

This lot line adjustment is required in order to conform with the City's side yard setback requirement for a particular house that we would like to build on Lot 19. A foundation exists on Lot 20 for a house we are building which also conforms to the City's setback requirements after the proposed lot line adjustment.

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

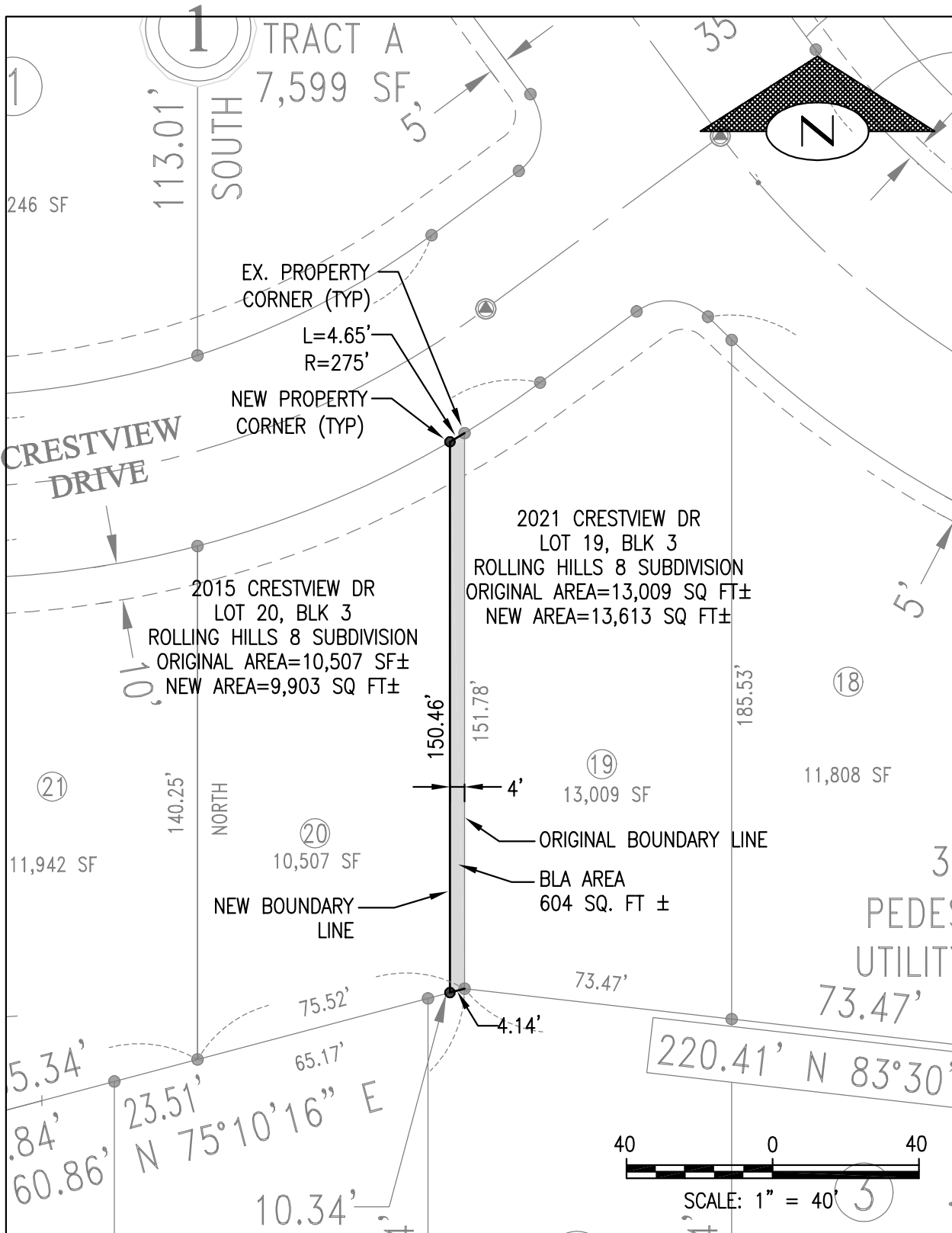


EXHIBIT DRAWING FOR:
PROPOSED BLA (BOUNDARY LINE ADJUSTMENT)
CITY OF MOSCOW, LATAH CO, IDAHO
(NO SURVEY PERFORMED FOR THIS EXHIBIT DRAWING - RECORD DATA ONLY)

PAGE 1 OF 2

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

PARCEL A (2015 Crestview)

Grantor: Tax Parcel Number RPM08810030200

Lot 20 Block 3 of Rolling Hills 8 Subdivision, Moscow, Idaho

PARCEL B (2021 Crestview)

Grantee: Tax Parcel Number RPM08810030190

Lot 19 Block 3 Rolling Hills 8 Subdivision, Moscow, Idaho

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

PARCEL A (2015 Crestview)

Grantor: Tax Parcel Number RPM08810030200

Lot 20 Block 3 of Rolling Hills 8 Subdivision, Moscow, Idaho

Excepting Therefrom the East 4.00 Feet of Lot 20 Block 3, Of Rolling Hills 8 Subdivision, City of Moscow, Latah County, Idaho

PARCEL B (2021 Crestview)

Grantee: Tax Parcel Number RPM08810030190

Lot 19 Block 3 Rolling Hills 8 Subdivision, Moscow, Idaho

And the East 4.00 Feet of Lot 20 Block 3, Of Rolling Hills 8 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)

CITY COUNCIL STAFF REPORT

DATE: Monday, December 6, 2021



AGENDA ITEM TITLE

Sewer General Facilities Charge (GFCs) Implementation (ACTION ITEM) - Tyler Palmer

RESPONSIBLE STAFF REVIEWED BY

Tyler Palmer, Deputy
Director - Operations

This was reviewed by the Public Works/Finance Committee on
November 22, 2021 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The City of Moscow recently completed a utility rate and general facilities charge study with the assistance of FCS Group. A general facilities charge (GFCs) analysis was performed to calculate the allowable charges that the City may impose for new connections to both the water and sanitary sewer system. GFCs are one-time fees for new or redevelopment, and are used to recover a proportional share of the value of facilities required to provide service to those connections.

A key component of the GFCs calculation is determining the number of users the system can support. As part of the study, FCS Group recommended that the City adopt an Equivalent Residential Unit (ERU) metric as the basis to calculate the per unit capacity demand of a new sewer connection. The City's sewer customer data was reviewed to determine the average sewage flow per single-family residential customer (unit), which in FY2019 was estimated at 131 gallons per day (gpd). City staff agreed that 131 gpd was a reasonable estimate for the City's sewer ERU value.

In an effort to link the estimated capacity demand per unit to the assessment of GFCs in an equitable manner, staff are proposing that the City assess new GFCs on a plumbing fixture unit (PFU) basis, which is a measure of the maximum sewer flow potential of each customer by unit. One ERU, or 131 gpd, has been determined to be equivalent to 27 PFUs for Fiscal Year 2022, based on the three-year average (2018-2020) of PFUs per single-family unit. We will update the averages annually to calculate the PFU to ERU ratio.

This results in a simple calculation of \$96.89/PFU for FY22. This approach keeps our structure in compliance with established case-law for the application of GFCs. There is no minimum charge with this approach, allowing more equitable assessment of the costs for the impact of a given structure, resulting in savings for smaller units, which has a beneficial impact on affordable housing. This was reviewed by the Public Works/Finance Committee on November 22, 2021 and recommended for approval.

STAFF RECOMMENDATION

Approve the amended sewer general facilities charges.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the amended sewer general facilities charges, or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Sewer GFC analysis

Proposed FY2022 Sewer General Facilities Fees					
		ERU Divisor Fee Estimates (27 Recommended)			
Equivalent Plumbing Fixture Units (PFUs)	Proposed FY22 Fee/PFU	15 PFU	20 PFU	25 PFU	27 PFU
15	\$ 174.40	\$ 2,616.00	\$ 1,962.00	\$ 1,569.60	\$ 1,453.33
20	\$ 130.80	\$ 3,488.00	\$ 2,616.00	\$ 2,092.80	\$ 1,937.78
25	\$ 104.64	\$ 4,360.00	\$ 3,270.00	\$ 2,616.00	\$ 2,422.22
27	\$ 96.89	\$ 3,531.60	\$ 3,531.60	\$ 2,825.28	\$ 2,616.00
30	\$ 87.20	\$ 5,232.00	\$ 3,924.00	\$ 3,139.20	\$ 2,906.67
FY 2021 GFC					
SF/Mobile Home	\$29/PFU over 20	\$ 2,410.00	\$ 2,410.00	\$ 2,555.00	\$ 2,613.00
Apartment	\$29/PFU over 15	\$ 1,775.00	\$ 1,920.00	\$ 2,065.00	\$ 2,123.00
Commercial	\$29/PFU over 15	\$ 2,410.00	\$ 2,555.00	\$ 2,700.00	\$ 2,758.00

Recommendation: 1 Equivalent Residential Unit (ERU) = 27 Plumbing Fixture Units

1 ERU = \$2,616

CITY COUNCIL STAFF REPORT

DATE: Monday, December 6, 2021



AGENDA ITEM TITLE

PUBLIC HEARING: Proposed Fee Amendments (ACTION ITEM) - Gary J. Riedner

RESPONSIBLE STAFF

Gary Riedner, City Supervisor

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on November 22, 2021.

ADDITIONAL PRESENTER(S) OTHER RESOURCES

Laurie Hopkins, City Clerk

DESCRIPTION

On August 16, 2021, the City Council adopted Resolution 2021-15, establishing fees for services to take effect on October 1, 2021 (Fee Resolution). Since that time, staff discovered that there are four areas which are recommended for amendment. Those areas are: correcting the fee for water service rates for commercial accounts with 1.5 inch meter, amending Sewer General Facilities Charges (GFCs), adding the Magenta parking permit fee, and correcting the Sanitation tipping fee. Amendment of the Fee Resolution requires a public hearing pursuant to Idaho Code. and recommended to forward to City Council for public hearing.

Notice was published on Saturday, November 27 and December 4, 2021 according to Idaho statutes.

STAFF RECOMMENDATION

After holding the public hearing, consider testimony and approve the amended FY2022 Fee Resolution.

PROPOSED ACTIONS

PROPOSED ACTIONS: Conduct the public hearing and after considering testimony, approve the amended FY2022 Fee Resolution with or without changes; or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2021 - FY2022 Fee Schedule Amendment mb_tfk_lmh

RESOLUTION NO. 2021 – ____

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING THE ADOPTED SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING FOR THE EFFECTIVE DATE OF ALL FEES.

WHEREAS, Pursuant to Idaho Code Sections 63-1311 and 63-1311A, the City may impose and cause to be collected fees that are reasonably related to the actual cost of the service being rendered, regarding City fees for services and fee increases; and

WHEREAS, Resolution 2021-15 was passed and approved by the City Council on August 16, 2021 adopting a schedule of revised fees for services provided and regularly charged as specified by City Code; and

WHEREAS, certain sections of the attached fee chart were subsequently found to be in error; and

WHEREAS, the fee for water service for commercial accounts with 1.5-inch meters was incorrect in Resolution 2021-15; and

WHEREAS, the tipping fee was incorrect in Resolution 2021-15; and

WHEREAS, the magenta parking permit fee was missing in Resolution 2021-15; and

WHEREAS, the construction permit fee should be in a different section; and

WHEREAS, the Sewer General Facilities Charges (GFC's) are amended to reflect the newly implemented Plumbing Fixture Unit (PFU) assessment; and

WHEREAS, City Council has determined that the revised fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow as follows:

1. That the fees set forth in Exhibit "A" attached hereto and made a part hereof, be in full force and effect in all matters relating to fees from and after the 1st day of October, 2021.
2. That this Resolution replaces Resolution 2021-15.
3. That any Resolution or provision thereof which is inconsistent with this Resolution is hereby repealed.

PASSED BY THE CITY COUNCIL AND APPROVED by the Mayor this ____ day of _____, 2021.

Bill Lambert, 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 _____, 2021 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

**CITY OF MOSCOW
FY2022 AMENDED FEE SCHEDULE**

RESOLUTION NO. 2021 – ____

EXHIBIT “A”

EFFECTIVE 10-01-2021

SUBJECT	FEE
LAND USE AND DEVELOPMENT FEES	
A. Conditional and Special Use Permits	525.00
B. Variance	525.00
C. Zoning or Comprehensive Plan Amendments	1,000.00
D. Annexation Request (includes Comprehensive Plan and Zoning Review)	990.00
E. Planned Unit Developments and Design Reviews	
1. Preliminary or Major Amendment	675.00
2. Final PUD	430.00 plus 27.00 per lot
3. Minor Amendment or Design Review (where required)	285.00
F. Subdivision Plat	
1. Preliminary Plat	920.00
2. Final plat	445.00 plus 27.00 per lot
G. Lot Division Request	350.00 plus 15.50 per lot
H. Lot Line Adjustment Request	210.00 plus 15.50 per lot
I. Multi Family or Commercial Site Plan Review or Parking Lot Development or Modification Review:	130.00 plus 5.50 per parking space
J. Fence Permit (fences over six feet in height may require a structural building permit)	29.50
K. Accessory Structure Permit (One-story detached residential accessory building used as tool and storage sheds with a floor area less than 200 sq. ft. and where no building permit is required)	29.50
L. Floodplain Development Permit	75.50
M. Sign Permits (Additional electrical permit required for electrical signs)	
1. Permanent Signs	75.50
2. Portable Signs	29.50
3. Temporary Signs	16.00
N. Mobile Home Park Fees	
1. Plan Review of Mobile Home Parks	560.00
2. Final Plan Review of Mobile Home Parks	262.50
3. Construction Permits (to be issued by the Administrative Authority upon approval of all final plans by the City Council to start construction)	525.00 plus 6.50 per lot
O. Recreational Vehicle Parks	
1. Preliminary Plan Review Fee	462.00
2. Final Plan Review Fee	262.50
P. Telecommunications Zoning Review	262.50
Q. Appeals (For an appeal of any decision of City board and/or commission, Zoning Administrator determination, or Building Official Determination)	262.50

GRADING PERMIT FEES	
A. Grading Plan Review Fees	
1. 50 cubic yards or less	no fee
2. 51 to 100 cubic yards	29.40
3. 101 to 1,000 cubic yards	43.00
4. 1,001 to 10,000 cubic yards	58.00
5. 10,001 to 100,000 cubic yards	58.00 for 1 st 10,000 cubic yards plus 29.00 for each additional 10,000 cubic yards or fraction thereof
6. 100,001 cubic yards to 200,000 cubic yards	320.00 for 1 st 100,000 cubic yards plus 16.25 for each additional 10,000 cubic yards or fraction thereof
7. 200,001 cubic yards or more	483.50 for 1 st 200,000 cubic yards plus 8.65 for each additional 10,000 cubic yards or fraction thereof
B. Grading Permit Fees	
1. Permit Issuance Fee	26.50
2. 50 cubic yards or less	29.50
3. 51 to 100 cubic yards	43.00
4. 101 to 1,000 cubic yards	43.00 for 1 st 100 cubic yards plus 20.50 for each additional 100 cubic yards or fraction thereof
5. 1,001 to 10,000 cubic yards	228 for 1 st 1,000 cubic yards plus 17.25 for each additional 1,000 cubic yards or fraction thereof
6. 10,001 to 100,000 cubic yards	383.00 for 1 st 10,000 cubic yards plus 78.25 for each additional 10,000 cubic yards or fraction thereof
7. 100,001 cubic yards or more	1,088.00 for 1 st 100,000 cubic yards plus 43.00 for each additional 10,000 cubic yards or fraction thereof
BUILDING PERMIT FEES	
A. Permit Issuance Fee (charged with all permits except flat fee and commercial and institutional permits)	28.75
B. Plan Review Fee (Only for projects over \$10,000 in valuation, excluding commercial windows, doors and roofs.)	65% of building permit fee (40% of building permit fee for duplicate plans)
C. Plan Review Deposit (credited toward plan review fee)	500.00
D. Building Permit Fees <i>Valuation based on the ICC Building Valuations as published in the February issue of the Building Safety Journal with the following additions:</i> <i>Decks \$13.00 sq ft</i> <i>Porches \$19.00 sq ft</i> <i>Pole Buildings \$20.00 sq ft</i> <i>Unfinished Basement \$43.00</i> Foundation Permits for Modular Homes: <i>Crawl Space \$21.40</i> <i>Unfinished Basement \$43.00</i> <i>Finished Basement \$107.08</i>	

<u>Total Valuation</u>	<u>Valuation Fee</u>
\$1.00 to \$500.00	27.50
\$501.00 to \$2,000	27.00 for first 500.00 plus 3.50 for each additional 100 or fraction thereof to and including 2,000
\$2,001 to \$25,000	79.50 for the first 2,000 plus 14.50 for each additional 1,000 or fraction thereof, to and including 25,000
\$25,000 to \$50,000	413.00 for first 25,000 plus 10.50 for each additional 1,000 or fraction thereof, to and including 50,000
\$50,001 to \$100,000	675.50 for the first 50,000 plus 7.50 for each additional 1,000 or fraction thereof to and including 100,000
\$100,000 and up	1050.50 for first 100,000 plus 6.00 for each additional 1,000 or fraction thereof.
E. Other inspections and flat fee permits	
1. Inspections outside normal business hours (per hour; minimum charge – 2 hrs.)	69.00
2. Re-inspection fee	69.00
3. Inspection for which no fee is specifically indicated (per hour; minimum charge - one-half hour)	69.00
4. Special Inspection (when required by the Building Official)	69.00
5. Additional plan review required by changes, additions or revisions to approved plans (per hour; minimum charge – one-half hour)	69.00
6. Structure Moving permit	69.00
7. Inspection of building to be moved	same as Certificate of Compliance inspection
8. No Permit – Failure to obtain a permit before commencing work	fee equal to the building permit fee
9. Certificate of Compliance Inspection	
a. Building Ins. (structural & zoning)	69.00
b. Commercial Roofing	69.00
c. Foundation only	69.00
d. Existing wood stove	69.00
e. Electrical	69.00
f. Plumbing	69.00
g. Heating (mechanical)	69.00
10. Demolition Permit	
a. Simple Demolition (non-structural alterations)	60.25
b. Complex Demolition (structural or complete building demolition)	257.25
11. Re-roofing permits for residential structures up to four units (commercial re-roofs require full building permit).	63.00
12. Residing permit (residential up to four units, commercial requires full building permit)	63.00
13. Residential Window & Exterior and Fire Door Installations (residential up to four units, commercial projects require full building permit)	63.00

14. Installation Permits for Mobile/Manufactured Homes and Prefabricated Storage Buildings 300 square feet or less with Manufacturer's Structural Plans (for installations not involving permanent foundations. Additional fees may apply for foundation permits.)	63.00
15. Certificate of Occupancy – Existing Commercial Buildings (includes life safety inspections)	69.00
16. Installation Permit for Mobile / Manufactured Homes when that installation includes electrical and plumbing. No additional electrical or plumbing permits required.	178.50
Plumbing Permit Fees	
A. Permit issuance fee (charged with all permits except flat fee and commercial and institutional permits)	28.75
B. Plumbing residential permit – per dwelling unit (single family and two family only)	20.50 plus 10.00 per plumbing fixture
C. Plumbing appliance installation (water heaters and boilers)	20.50
D. Commercial (includes multi-family dwellings, fraternities and sororities) Fee based on contract price:	
1. 0 - \$2,000 Contract Price	30.00 plus 4% contract price up to 2,000
2. \$2,000 - \$10,000 Contract Price	110.00 plus 3% of contract price over 2,000
3. \$10,000 - \$100,000 Contract Price	350.00 plus 2% of contract price over 10,000
4. Over \$100,000 Contract Price	2,150 plus 1% of contract price over 100,000
E. Additional fees: in addition to aforementioned permit fee and residential or commercial/industrial fees, the following charges will be made:	
1. Each lawn sprinkler system backflow device	13.65
2. Vacuum breakers or backflow	13.65
3. For each gray water system	69.00
4. Fire sprinkler inspection and plan review	125.00 plus 2.00 per sprinkler head
Electrical Permit Fees	
A. Permit issuance fee (charged with all permits except flat fee and commercial and institutional permits)	28.75
B. Temporary service	20.50
C. New Residential Electrical Permit - per dwelling unit (single family and two family only)	
1. New Dwelling unit electrical service and wiring	0.118 /sq. ft.
2. Electric Furnaces and unit space heaters (per appliance)	5.75
D. Alterations and Others	
1. Electrical Service Change Out	65.00
2. Extension or addition of up to six (6) circuits	42.00
3. Extension or addition of more than six (6) circuits	65.00
4. Electric Furnaces, Heat Pump, Air Conditioners, Unit Space Heaters and Ventilation Fans (per appliance)	7.75
5. Domestic Water Pumps	31.50

E. Commercial (includes multi-family dwellings, fraternities and sororities, and distribution wiring and pedestals for mobile parks). Fee based on contract price:	
1. \$0 – \$2,000 contract price	30.00 plus 4% of contract price up to 2,000
2. \$2,000 - \$10,000 contract price	110.00 plus 3% of contract price over 2,000
3. \$10,000 - \$100,000 contract price	350.00 plus 2% of contract price over 10,000
4. Over \$100,000 contract price	2,150 plus 1% of contract price over 100,000
Gas/Mechanical Permit Fees	
A. Gas/Mechanical Permits	
1. Permit Issuance Fee (charged with all permits except flat fee and commercial permits)	28.75
2. Residential install of gas fueled furnace, water heater, boiler, fireplace, unit or space heater, per appliance by the BTU as follows:	
a. 0 – 180 thousand BTU	34.65
b. 181 thousand BTU and above	43.00
3. Gas Piping – Fixture or appliance outlets (per outlet)	9.50
4. Wood/Pellet Stoves	20.50
5. Air handlers, for each air-handling unit, including ducts attached thereto	18.00
6. Commercial (includes multi-family dwellings, fraternities and sororities) Fee based on contract price:	
a. \$0 - \$2,000 Contract Price	30.00 plus 4% of contract price up to 2,000
b. \$2,000 - \$10,000 Contract Price	110.00 plus 3% of contract price over 2,001
c. \$10,000 - \$100,000 Contract Price	350.00 plus 2% of contract price over 10,000
d. Over \$100,000 Contract Price	2,150 plus 1% of contract price over 100,000
7. Installation, relocation or replacement of each appliance vent installed and not included in an appliance permit.	11.50
8. Repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, or similar system, including installation of controls regulated by this Code.	23.50
9. For each ventilation fan connected to a single duct	11.50
ENGINEERING SERVICES	
A. Engineering public improvement plan review (2 submittals)	130.00 plus 38.00 per plan sheet
B. Engineering extended plan review (3rd submittal and beyond) for: Multi-Family and Commercial Site Plan Reviews Parking Lot Development or Modification Reviews Public Improvements Plan Reviews Other Miscellaneous Plan Reviews	60.50 / hour
C. Engineering grading plan review including erosion control agreement	136.50 each
D. Grading Permit Security Deposit	3% of estimated total cost of grading and excavation
E. Engineering telecommunication review – on City facilities only	1,875.00 each

F. Engineering review of revisions or modification to existing telecommunications facilities on City facility	220.00
G. Engineering development agreements including legal review	275.50
H. Engineering monumentation agreements including legal review	131.25
I. Engineering inspection (subdivision, PUD, commercial, and multi-family residential)	1.25% of public improvements construction cost as verified by City
J. Engineering “as-constructed” plan preparation	275.50 plus 38.00 per plan sheet
K. Engineering easement document review/preparation	77.00
L. Highway right-of-way use permits and parade permits through Idaho Transportation Department	110.00 each
M. Right of Way encroachment agreements – administrative	75.60 each
N. Right of Way encroachment agreements – council action	136.50 each
O. Engineering variance – Council Action	136.50
P. Right-of-Way Vacation Request (Includes publication and registered mailings)	695.00
Q. Address Change Fee	27.00
R. No Permit – Non-Compliance Review Fee (one-hour minimum)	69.00 / hour
Engineering Publications and Printing	
A. Maps	
1. 8 ½ x 11 City Limit	1.00
2. 11 x 17 City Limit	1.00
3. 22 x 30 City Limit	1.50
4. 22 x 30 Zoning Map	1.50
5. Address, City Limit, Area of City Impact, Comprehensive Plan, Zone, L.I.D., Plat, Street Numbers, Water, Storm, Sanitary, Road, Street and other miscellaneous maps	5.00
6. Digital Contours (per tile)	125.00
B. Printing and Copies	
1. Copier	
a. 8 ½ x 11	0.10
b. 8 ½ x 14	0.25
c. 11 x 17	0.50
d. 18 x 24	1.00
e. 24 x 36	2.00
f. 24” Roll	1.00/foot
g. 36” Roll	1.25/foot
2. Digital Copies	
a. Standard Drawings	5.00/page
b. Construction Drawings	1.00/page
3. Plotter	
a. Prints	
i. 8 ½ x 11	2.00
ii. 11 x 17	2.50
iii. 18 x 24	3.00
iv. 24 x 36	5.00
v. 24” Roll	2.00/foot

vi.	30" Roll	2.50/foot
vii.	36" Roll	3.00/foot
viii.	36" Color	4.00/foot
ix.	42" Roll	4.50/foot
x.	42" Color	5.00/foot
xi.	Plot Set up Fee (per additional layer)	5.00
b. Orthophotos		
i.	8 ½ x 11	3.00
ii.	11 x 17	4.00
iii.	18 x 24	5.00
iv.	24 x 36	10.00
v.	24" Roll	5.00/foot
vi.	30" Roll	6.00/foot
vii.	36" Roll	7.50/foot
viii.	42" Color	9.00/foot
ix.	Plot Set up Fee (per additional layer)	5.00
C. Documents		
1.	Comprehensive Water System Plan (free on website)	35.00
2.	Comprehensive Sewer System Plan (free on website)	35.00
3.	Multimodal Transportation Plan (free on website)	35.00
4.	Standard Drawings (free on website)	5.00
5.	Construction Specifications (free on website)	5.00
Sewer Permit Fees and Charges		
A.	Permit Fee	40.00
B.	No Permit – Noncompliance Review Fee (one-hour minimum)	60.00/hour
C.	Sewer Tapping Fee (The customer will provide the excavation required to expose the main, pump out ground water, shore or slope hole as needed, provide traffic control as needed, fill/compact, and make temporary street patch as needed.)	190.00
D.	SE Moscow Water and Sewer District Tapping Fee Surcharge (Properties Outside City Limits)	5.00
A.E. General Facilities Charge - <u>Equivalent Plumbing Fixture Unit (PFU)</u> (27 PFU = <u>Equivalent Residential Unit (ERU)</u>)		<u>96.89</u>
1. Single family		<u>2,616.00</u>
2. Apartment [per unit]		<u>2,616.00</u>
3. Trailer		<u>2,616.00</u>
4. Commercial		<u>2,616.00</u>
B.F. Orchard Avenue Sewer Connection Surcharge – only for addresses above 1400 and streets north of Ponderosa		1,400.00
C.G. Sewer Service inspections		75.00
D.H. Inspection of Public Sewer Main Construction		60.00/hour
E.I. SE Moscow Water and Sewer District Inspection Fee Surcharge (Properties Outside City Limits)		5.00
F.J. Sewer Service Disconnection		45.00
G.K. Commercial Portable Waste Discharge at the Wastewater Treatment Plant		

1. Load up to 300 gallons	21.53
2. Each subsequent gallon	0.29
Monthly Sewer Service Rates	
A. Residential Service	
1. Single family and duplexes or other multiple units served by separate meters.	53.53
2. Trailer homes (per unit) defined as multiple units served by a common meter (like a mobile home park)	39.35
3. Multi-family dwellings including duplexes (per unit) defined as multiple units served by a common water meter.	39.35
B. Commercial Users	
1. Commercial – Low For commercial users with combined Biochemical Oxygen Demand / Total Suspended Solids (BOD/TSS) of 0-200 mg/L	73.54 plus 5.55 per 100 cubic feet metered water
2. Commercial – Medium For commercial users with combined BOD/TSS of 201-400 mg/L	73.54 plus 7.68 per 100 cubic feet metered water
3. Commercial – High For Commercial Users with combined BOD/TSS of 201-400 mg/L	73.54 plus 9.42 per 100 cubic feet metered water
<i>* These strength-based categories are based on user type contribution of combined Biochemical Oxygen Demand/Total Suspended Solids (BOD/TSS). Users are placed in the applicable category using California State Water Resource Board standards that correspond with the activities undertaken in each establishment based on their response to a City of Moscow Commercial User Survey.</i>	
4. Small Commercial Office with Irrigation Limited to Commercial – Low users with exterior irrigation and an average monthly winter water use of less than 700 cubic feet per month.	73.54 plus use rate for 200 cubic feet (11.10)
<i>* For the purpose of determining the monthly sewer rates based on the volume of metered water, metered water will be averaged periodically using meter readings of winter water use period so the irrigation period may be excluded.</i>	
C. Mixed Use Service – Defined as different sewer customers listed in this section of the fee resolution that are served by a single water meter. For existing mixed-use customers, a weighted model will be used to estimate the contribution based on metered water use. The estimated contribution of each customer served by the meter will be charged as a percentage of the total monthly use at the associated non-residential rate. Future mixed-use accounts will be assessed at the highest contribution rate for all metered water consumption.	73.54
D. University of Idaho (Annual Charge)	1,240,636.80
E. SE Moscow Water and Sewer District Sewer Service Surcharge (outside City limits)	3.00
Water Permit Fees and Charges	
A. Permit Fee	42.00
B. No Permit – Noncompliance Review Fee (one hour minimum)	60.00/hour
C. Water Service Inspection	78.75
D. Installation of service and meters (No existing service line to property line)	
1. 5/8" meter	3,423.00

2. 1" meter	3,796.50
3. 1 1/2" meter	4,378.50
4. 2" meter	4,704.00
5. Other meters	at cost
E. Installation of service and meters (Existing service line to property line).	
1. 5/8" meter	1,488.85
2. 1" meter	1564.92
3. 1 1/2" meter	2651.67
4. 2" meter	3140.71
5. Other meters	at cost
F. Other fees	
1. Tap	
a. Fire line or other (3" and larger diameter); customer provides the street cut, excavation to expose the main, water removal, traffic control, backfill, temporary (cold mix) street patch, tapping sleeve, gate valve and valve box. Includes up to 45 s.f. not mix patch by City. Additional patch at \$2.65 per s.f.	1,186.50 min
b. Fire line or other (2" or smaller); Customer provides a corporation elbow and curb stop rather than sleeve and gate valve provided by customer in 'a' above. Customer is to provide all other work as outlined in 'a' above.	735.00 min
2. Relocation of meters – Limited to same property	
a. No new tap of main	
i. 5/8" to 1"	304.50
ii. 1 1/2" to 2"	341.30
b. New tap of main	
i. No street cut	
a) 5/8" meter	2,656.50
b) 1" meter	2,672.25
c) 1 1/2" meter	2,703.75
d) 2" meter	2,730.00
ii. Street cut	
a) 5/8" meter	3,727.50
b) 1" meter	3,748.50
c) 1 1/2" meter	3,780.00
d) 2" meter	3,811.50
3. Meter Box Adjustments	
a. Vertical Adjustment (\pm 12")	126.00
b. Horizontal Adjustment	at cost
4. Resetter Installation	
a. 5/8" meter	135.00
b. 1" meter	210.00
5. Water Service Disconnection (abandonment)	
a. With Street Cut	798.00

b. Without Street Cut	546.00
6. Turn on - turn off after regular working hours	67.20
7. Labor and materials to repair damage to water distribution system.	at cost
8. Labor and materials to repair meter boxes damaged by neglect or careless operation of motor vehicles.	at cost
G. General Facilities Charge	
1. 5/8 x 3/4" meter (20 gal/min; meter equiv – 1.0)	2,680.00
2. 1" meter (50 gal/min; meter equiv – 2.5)	6,700.00
3. 1 1/2" meter (100 gal/min; meter equiv – 5.0)	13,399.00
4. 2" meter (160 gal/min; meter equiv – 8.0)	21,438.00
5. Larger than 2"	by special contract with City
H. Orchard Avenue Water Connection Surcharge – only for addresses above 1400 and streets north of Ponderosa	1400.00
I. Disinfection	
1. First test	477.75
2. Second test (pigging of line may be required)	514.50
3. Third or more test (pigging of line may be required)	624.75
J. Bacterial Testing [at the discretion of the City]	
1. Samples (per each)	25.00
2. Saturday Samples (per each)	145.00
3. After hours and Saturday Sampling Labor	67.20
K. Pressure testing fees	
1. Tests performed by City	
i. First Test	840.00
ii. Second Test	1,050.00
iii. Third or more test	1260.00/test
Water Service Rates	
A. Standard Monthly Rates	
1. Fixed charge	
a. Single family residential/Duplex/Tri-plex per meter (Definition is a single meter servicing each dwelling unit)	37.91
b. Multi-family (definition is a meter servicing more than one dwelling unit.) based on meter size	
➤ 5/8 Inch	37.91
➤ 1 Inch	47.42
➤ 1 ½ Inch	94.59
➤ 2 Inch	151.31

➤ 3 Inch	283.85
c. Commercial Accounts based on meter size	
➤ 5/8 Inch	37.91
➤ 1 Inch	47.42
➤ 1 ½ Inch	94.59 99.59
➤ 2 Inch	151.36
➤ 3 Inch	283.85
➤ 4 Inch	478.29
d. High fire demand	68.47
2. Consumption Charge for Residential/Duplex or Triplex (Definition serviced by a single meter per dwelling unit)	
a. 0-700 per cubic feet	2.82/ccf
b. 701-2000 per cubic feet	3.34/ccf
c. Over 2000 cubic feet	5.67/ccf
3. All Usage Consumption Charge for Multi-Family or Commercial Accounts (one meter serving multiple units)	3.69/ccf
4. Rate for Moscow Cemetery	3.15/ccf
B. Water and Sewer rate charge for water and sewer furnished outside the boundaries of the City.	200% of the minimum service charge and water rate charge
C. Bulk water usage.	
1. Construction or portable bulk water meter with backflow assembly	110.00
2. Construction or portable bulk water equipment rental fee	25.00/month
3. Bulk water rate per 1,000 gallons	2.69 or 5.00 minimum
4. Bulk water equipment repairs	at cost
STREET / STORM DEPARTMENT	
A. Stormwater User Fee per Equivalent Service Unit (ESU)	7.92
B. Large banner installation and removal	150.00/banner
C. Small banner installation and removal	45.00/banner
D. Information sign installation	120.00 plus cost of sign
E. Street/Sidewalk Closure Permit	40.00
F. Parade Permit	120.00 (plus 100.00 Idaho Transportation Department permitting, if applicable)
G. Street Cut Damage Recovery Fee: Fee based on Overall Condition Index (OCI) rating of street in accordance with most recent street condition survey:	
OCI	
81-100	800.00
61-80	600.00
41-60	400.00
21-40	200.00

0-20				0
H. Right of Way Excavation Permit				35.00 (plus 100.00 Idaho Transportation Department permitting, if applicable)
I. Right of Way Excavation Security Deposit Rate Schedule				
<i>Total Valuation of Work in Right of Way</i>				
\$100 to \$500				245.00
\$501 to \$1,000				367.50
\$1,001 to \$1,500				490.00
\$1,501 to \$2,000				615.00
\$2,001 to \$2,500				735.00
\$2,501 to \$3,000				860.00
\$3,001 to \$3,500				980.00
\$3,501 to \$4,000				1,100.00
\$4,001 to \$4,500				1,230.00
Greater than \$4,500				1,850.00
Multiple Projects (up to four (4) active projects)				3,675.00
J. Public Lighting Costs – per month – per Utility Service				
1. Residential Units				3.10
2. Commercial Units				8.05
K. City Barricades for Private Projects (applicable only when the City supplies devices on an emergency or prearranged basis for securing construction sites or other traffic revisions – standard traffic control operations shall not be eligible for device rental)				
	<u>Day</u>	<u>Week</u>	<u>Month</u>	
1. Construction Sign	8.00	30.00	90.00	
2. Construction Sign with Tripod	17.00	64.00	127.00	
3. Hi-Level Sign Stand	3.00	9.00	26.00	
4. Type II Barricade	7.00	26.00	77.00	
5. Type III Barricade	27.00	106.00	316.00	
6. Construction Drum	10.00	39.00	110.00	
7. Tubular Markers	4.00	13.00	37.00	
8. 28” Orange Traffic Cones	1.00	4.00	10.00	
9. Type A, B, C Warning Lights	2.00	5.00	13.00	
10. Set-up			52.00	
11. Removal			52.00	
L. Traffic Control (Setup / Devices) for On-Street Events				
Main Street Closures between A Street and 6 th Street				
1. Recommended – 3 rd Street to 5 th Street				
Daytime				80.00
Nighttime				124.00
2. Full Closure – A Street to 6 th Street				
Daytime				175.00
Nighttime				382.00
3. Partial Closures/Number of Blocks				
a. One Block				
Daytime				80.00
Nighttime				124.00
b. Two Blocks				
Daytime				85.00
Nighttime				134.00
c. Three Blocks				

Daytime	90.00
Nighttime	144.00
d. Four Blocks	
Daytime	95.00
Nighttime	154.00
4. Other Street Closures (per block)	
Daytime	80.00
Nighttime	124.00
M. Crowd Control Barriers	
1. Barrier Rental Fee (per barrier, per event)	2.00
2. Replacement Cost (if damaged or lost)	110.00
N. Traffic Control (Setup / Devices) for Parades	
1. Main Street – Small	300.00
2. Main Street – Large	750.00
3. Other Locations	time and materials
O. Traffic Control (Setup / Devices) for Block Parties	
One Block Standard Set-up	84.00
FINANCE	
A. Turn off and turn on for non-payment first occurrence.	30.00
B. Turn off and turn on for non-payment repeat occurrences in 12 months.	60.00
C. Accounts Receivable Billing Late Fee Penalty	
1. Notice of delinquency (occurs 46 days after billing)	15.00 or 5% whichever is greater
D. Deposits – Utility	
1. Residential	125.00
2. Commercial	175.00
E. NSF (Non-sufficient funds) Returned Check Charge Fees	25.00/check
F. Convenience Fee	2.5% for credit/debit card 1.00 for electronic ACH
BUSINESS REGULATION FEES	
A. Circuses	
1. Circus or Tent show, First Class (2,000 or more people at one time)	260.00
2. Circus, or Tent show, Second Class (not to exceed 2,000 people at one time)	180.00
3. Merry go-rounds or mechanical rides – per ride	15.00
4. Amusement and other concessions – per exhibition	5.00
B. Peddlers, Solicitors and Canvassers Registration (per applicant)	
1. New Peddlers, Solicitors and Canvassers Registration	60.00
2. Peddlers, Solicitors and Canvassers Registration Renewal (without fingerprints)	35.00
3. Peddlers, Solicitors Registration Renewal (with fingerprints)	60.00
C. Vendor	

1. New Vendor License	60.00
2. Vendor License Renewal (without fingerprints)	35.00
3. Vendor License Renewal (with fingerprints)	60.00
4. New Mobile Vending Unit Inspection	66.50
5. Mobile Vending Unit Renewal Inspection	30.00
6. Sidewalk Vending Unit Inspection (new and renewal)	no fee
D. Second Hand/Pawn Dealers	
1. New Second Hand/Pawn Dealer License	60.00
2. Second Hand/Pawn Dealer Renewal (without fingerprints)	35.00
3. Second Hand/Pawn Dealer Renewal (with fingerprints)	60.00
E. Taxicabs, Pedicab, and Carriage	
1. Taxicab, Pedicab, and Carriage Owner License/Renewal (each vehicle)	15.00
2. New Taxicab, Pedicab, and Carriage Operator License	60.00
3. Taxicab, Pedicab, and Carriage Operator License Renewal (without fingerprints)	35.00
4. Taxicab, Pedicab, and Carriage Operator License Renewal (with fingerprints)	60.00
F. Sidewalk Café License	
1. New Sidewalk Café License	25.00
2. Sidewalk Café License Renewal License	25.00
3. New Sidewalk Café License Inspection <i>(if applied for concurrently with new alcohol application, inspection fee may be waived)</i>	125.00
4. Sidewalk Café License Renewal Inspection <i>(if alcohol is served in café area, inspection fee is included in alcohol license renewal)</i>	30.00
G. Alcohol Licensing	
1. Beer License *	
a. Draught, bottled and/or canned beer with consumption on premise	200.00
b. Bottled and/or canned beer with no consumption on premise	50.00
c. Transfer fee (not eligible for prorate)	50.00
2. Liquor License *	
a. Annual fee (includes wine on-premise)	562.50
b. Transfer fee (includes wine on-premise)	562.50
3. Wine License *	
a. Wine combined with on and off premise consumption	200.00
b. Wine with on premise consumption only	150.00
c. Wine with off premise consumption only	150.00
d. Transfer fee (not eligible for prorate)	50.00

<i>*With the exception of license transfers, all licenses issued for a portion of a year shall be prorated as of the month of actual issue; provided that no fee shall be less than one half of the total fee herein set forth.</i>	
4. Inspection fee (not eligible for prorate) <i>To cover cost of required inspection by Fire Department and Community Planning and Design. This fee must be paid before any inspections are scheduled. If license application is withdrawn the fee will be forfeited to the city. If a building permit is required for any construction or remodeling, the inspection fee will be waived.</i>	
a. New beer, wine and/or liquor license	125.00
b. Renewal of beer, wine, and/or liquor license	30.00
5. Restaurant Certification (required to permit admittance to individuals under the age of 21)	no fee
6. Alcohol Catering Permit Fee (set by State Code)	20.00
7. Alcohol Event Permit (for an event in public right-of-way)	100.00
H. Appeal from denial, suspension, or revocation of a business regulation license, permit, waiver, etc. (unless otherwise specifically set out herein)	55.00
I. Shared Mobility Operator Fees (as defined by City Code)	
1. Annual License Fee	2,500.00
2. Annual Device Fee	100.00/device
3. Device Security Deposit (one-time)	20.00/device
Child Care License	
A. Family Day Care Facility Registration (includes administration, fire inspection and background check for one day care provider)	80.00
B. New Facility Application Fee (includes administration, inspections by Code Enforcement, Fire Department, and Health Dept.)	
1. Family Day Care Facility (1-5 children)	75.00
2. Group Day Care Facility (6-12 children)	100.00
3. Small Day Care Facility (13-20 children)	125.00
4. Large Day Care Facility (21+ children)	150.00
C. New Employee/Provider Application Fee	30.00
D. Facility License Annual Renewal Application Fee	
1. Family Day Care Facility (1-5 children)	50.00
2. Group Day Care Facility (6-12 children)	75.00
3. Small Day Care Facility (13-20 children)	100.00
4. Large Day Care Facility (21+ children)	125.00
E. Employee/Provider License Annual Renewal Application Fee	10.00
<i>See Miscellaneous for Background Check Fees</i>	
F. Code Compliance Enforcement to be Billed to Day Care Facility	
1. First and Second Communication	no charge
2. Third Communication	25.00

3. Fourth Communication	40.00
4. Fifth and each subsequent Communication	60.00
5. Tardy Renewal Applications (Facility and Provider)	10.00
G. Change of Ownership	15.00 plus other inspection fees as deemed appropriate.
H. Change of Premises	15.00 plus other inspection fees as deemed appropriate.
Bicycle License Lifetime Ownership Tag	7.00
Burglary and Robbery Alarms – False Alarms (for each occurrence)	50.00
Dog Licensing and Related Fees	
A. Lifetime registration tag	
1. Unaltered	35.00
2. Altered	25.00
B. Duplicate tag	5.75
C. Adoption (out)	
1. Altered	15.00
2. Unaltered	27.50
D. Adoption (placing own animal in)	20.00
E. Euthanasia	100.00
F. Boarding - per day or part thereof	20.00
G. Impound	
1. First time	20.00
2. Second time	30.00
3. Third time	40.00
4. Fourth and each subsequent time	60.00
H. Surcharge Fee	
1. Unaltered	30.00
2. Altered	20.00
Miscellaneous Fees	
A. Accident Reports (see G. Copies of official records...)	
B. Background Checks	
1. City of Moscow Police Department – Name Check	20.00
2. Idaho State Police – Fingerprints	42.00
3. Idaho State Police - Name Check	20.00
4. Health and Welfare Statewide Child Abuse Registry Check	20.00
C. City Code (Free on website)	
1. Initial cost	260.00
2. Annual charge for updating	52.00
3. Zoning Code	20.00
D. Copies of official records or documents	

1. Police files – per page (no charge for first 100 pages)	0.10
2. Other City documents – per page (no charge for first 100 pages)	0.10
3. Audio or video tape copy	amount allowed by Idaho Code Section 74-102(10)
4. Audio or video CD copy	amount allowed by Idaho Code Section 74-102(10)
5. Where a request for public records of the City of Moscow is for more than one hundred (100) pages of paper records; or the request includes records from which non-public information must be separated, deleted, and/or redacted; or where actual labor associated with locating and copying documents for a request exceeds two (2) person hours, the requestor shall be charged the copy and/or labor costs allowed by Idaho Code Section 74-102(10) unless the requestor demonstrates an exemption pursuant to Idaho Code Section 74-102(10)(f), as determined by the City Clerk.	<u>amount allowed by Idaho Code Section 74-102(10)</u>
6. The Clerk <u>or designee</u> may require advance payment of the cost of copying pursuant to Idaho Code Section 74-102(12). Any money received by the City shall be credited to the account for which the expense being reimbursed was or will be charged.	
E. Criminal History Letters (letters typed on letterhead stationery indicating the absence of a criminal history in this department. Exclude police records checks requested by federal, state or local government agencies)	30.00
F. Downtown Parking <u>Space</u> Permits (City Hall, Jackson and Jefferson Street Lots)	
<u>1. Downtown (City Hall, Jackson and Jefferson Street Lots)</u>	
a. Per month	40.00
b. Per quarter	95.00
c. Annual	275.00
<u>2. Magenta (West Park School / Ghormley Lot)</u>	
<u>a. Per month</u>	<u>15.00</u>
<u>3. Construction uses in right-of-way</u>	
<u>a. Per day</u>	<u>40.00</u>
A. E-911 Monthly Service Fee	1.00
B. Escort Services – escort services, traffic direction and any special event requiring police services including, but not limited to, parades, house moving and other events where advance police assistance or supervision is requested or required. This fee is per each officer per hour (2 hour minimum)	65.00
C. Fire Nuisance Alarms	
1. 1 st Nuisance Alarm within 12 months	no charge
2. 2 nd Nuisance Alarm within 12 months	no charge
3. 3 rd Nuisance Alarm within 12 months	25.00
4. 4 th Nuisance Alarm within 12 months	50.00
5. 5 or More Nuisance Alarms within 12 months	100.00 each occurrence
D. Fingerprinting – Any fingerprinting requested by a person or a company, but excluding fingerprinting related to criminal or other city matters.	20.00

E. General City Code Infraction (unless otherwise specified herein or established by State Code)	72.00
F. Nuisance Abatement	200.00 plus removal at cost
G. Parking Permit (construction uses in right of way)	40.00
H.G. Parking Violations	
1. 5 Minute Parking Zone	25.00
2. No Parking 3 a.m. - 6 a.m. (City and campus)	25.00
3. No Parking Residential District	25.00
4. Double Parking	25.00
5. Parking in alley, on sidewalk, blocking driveway	25.00
6. Parking in School Bus Zone	25.00
7. Loading Zone Business & Campus Area	25.00
8. Commercial Zones (3 hr. limitation)	25.00
9. Parking Unattended, Motor Running	25.00
10. Parking in Fire Lane, Street & Off-street	40.00
11. Parking within 15 feet of Fire Hydrant	40.00
12. Parking behind Fire Station	25.00
13. Parking in front of Fire Station	40.00
14. Parking obstructing traffic	25.00
15. Improper Parking, other than listed	25.00
16. Parking citations not paid within fifteen (15) calendar day period	late fee 10.00
17. MCC 11-4-12 Prohibited parking trucks/similar vehicles	25.00
18. MCC 11-4-13 Handicapped parking	100.00
19. Parking Boot Removal (per incidence)	100.00
H.H. Public Hearing Mailing List	25.00
J.I. Smoking in Restricted Area Fine	10.00
1. First Offense (if paid within fourteen [14] days of notice of violation)	10.00
2. Second Offense (if paid within fourteen [14] days of notice of violation)	25.00
3. A First or Second Offense not paid within fourteen (14) days of notice of violation or a Third Offense	50.00
Towing and Storage Fees on Illegally Parked Vehicles	
A. Towing charged by the commercial towing service	actual cost
B. Storage of three-quarter (3/4) ton size pickups and smaller vehicles - per day	15.00
C. Storage of vehicles larger than three-quarter (3/4) ton pickups - per day	20.00
D. Vehicle Inventory Fee	11.00
City Programs and Other Services	
A. Van Pool (to cover costs only)	not to exceed 130.00/month
B. Van Pool Conference Commuter Service	Federal mileage reimbursement rate based on miles traveled
C. Information Systems – Fiber Optic Lease Rate Per Month	0.062 strand/ft. 0.064 strand/ft. (effective 1/1/22)
D. Information Systems – Rack Space Lease	41.52 month/1u 42.77 per 1u (effective 1/1/22)

Community Forestry	
Subdivision Development Tree Fee	250.00/tree
Parks and Recreation	
A. City Park Picnic Shelter East City Park Stage Rental	25.00 each shelter
Additional Picnic Table Move-In Per Trailer Load of Four (4) Tables	20.00
B. Tree Service Contractor License	25.00
C. Alcohol Event Permit (for an event in a City park)	100.00
D. Recycling Deposit Fees (attendance of more than fifty [50] participants)	50.00
E. Park Shelter Reservations 4-hour blocks of time	25.00
F. Extra tables brought in for park rentals, per 4 tables	20.00
G. Crop Harvest Fee – West Palouse River Drive Property	70.00/acre
Hamilton Indoor Recreation Center	
A. Rental of Full Gym per Hour – court use only w/no set up required	70.00
B. Rental of Half of Gym per Hour – court use only w/no set up required	43.00
C. Rental of Full gym – requiring set up of tarp.	32.00
D. Rental of Multipurpose Room per Hour – Group I (City business)	no charge
E. Rental of Multipurpose Room – Group II per hour (Non-profit groups, service clubs)	32.00
F. Rental of multipurpose Room – Group III per hour, (Private parties, wedding receptions, commercial, for-profit organizations)	80.00
G. Rental of Multipurpose Room – Group IV per hour (Other Governmental Organizations)	43.00
H. Rental of Sound System per rental	10.00
Hamilton-Lowe Aquatic Center	
A. Pool Passes	
1. Season Adult, Non-Resident	121.00
2. Season Adult, Resident	108.00
3. Season Child (4-17 years old) Non-Resident	108.00
4. Season Child (4-17 years old) Resident	91.00
5. Season Senior (65+ years old) Non-Resident	108.00
6. Season Senior (65+ years old) Resident	91.00
7. Season Household (up to five (5) family members; flat \$15.30 each additional member) Non-Resident	211.00 five family members 15.30 each additional member
8. Season Household (up to five (5) family members; flat \$ 12.75 each additional member) Resident	176.00 five family members 12.75 each additional member
9. ID Card Replacement Fee	5.00
B. Daily Admission Prices	
1. Children (3 years old and under)	FREE
2. Children (4-17 years old)	5.42
3. Adults (18-64 years old)	7.31
4. Seniors (65 + years old)	5.50
5. Child Coupon Sales	5.50
C. Private Event Rentals	
1. Option 1: Up to 150 patrons	375.00/hour
2. Option 2: 151 to 300 patrons	445.00/hour

3. Option 3: 300 + patrons	600.00
D. Private Event Rentals: Fun Run Inflatable	190.00/rental
E. Aquatic Center Picnic Table Rental, per hour, per table	7.75
F. Swim team rentals	6.35/lane
G. Locker rentals	0.50
H. Bathroom Personals	0.25
I. American Red Cross (ARC) Swim Lessons, All levels	43.50
J. Swim Lessons, Adaptive	43.50
K. ARC Guardstart	58.00
L. ARC Lifeguard Training	136.50
M. ARC Lifeguard Instructor	136.50
N. ARC Water Safety Instructor	136.50
O. Aquacize & Water Class – Season Pass	70.00
P. Aquacize & Water Class – 10-punch Pass	45.00
Q. Aquacize & Water Class – Drop-in	8.00
R. Customized Swim Lessons	
1. 1 student / per hour	45.00
2. 2 students / per hour	54.00
3. 3 students / per hour	60.00
Youth Sports	Resident (Res) / Non-Resident(Non-Res)
A. Micro Soccer U5 – U7 Early Bird (Spring and Fall)	Res 36.50 / Non-Res 37.50
B. Micro Soccer U5 – U7 (Spring and Fall)	Res 41.50 / Non-Res 42.50
C. Micro Soccer U8 – U12 Early Bird (Spring and Fall)	Res 42.50 / Non-Res 43.50
D. Micro Soccer U8 – U12 (Spring and Fall)	Res 47.50 / Non-Res 48.50
E. Flag Football Early Bird	Res 45.00 / Non-Res 46.00
F. Flag Football	Res 50.00 / Non-Res 51.00
G. Youth Volleyball Early Bird – Grades 4th – 6th (Fall)	Res 36.00 / Non-Res 37.00
H. Youth Volleyball – Grades 4th – 6th (Fall)	Res 41.00 / Non-Res 42.00
I. Youth Basketball Early Bird – Grades K – 3rd (Winter)	Res 41.00 / Non-Res 42.00
J. Youth Basketball – Grades K – 3rd (Winter)	Res 47.00 / Non-Res 48.00
K. Youth Basketball Early Bird – Grades 4th – 5th (Fall)	Res 41.00 / Non-Res 42.00
L. Youth Basketball – Grades 4th – 5th (Fall)	Res 47.00 / Non-Res 48.00
M. Junior Fast Pitch Early Bird – Grades 3rd – 5th	Res 62.00 / Non-Res 63.00
N. Junior Fast Pitch – Grades 3rd – 5th	Res 67.00 / Non-Res 68.00
O. Senior Fast Pitch Early Bird – Grades 6th – 8th	Res 62.00 / Non-Res 63.00
P. Senior Fast Pitch – Grades 6th – 8th	Res 67.00 / Non-Res 68.00
Q. Youth Baseball / Softball Sponsors	85.00
R. Youth T-Ball / Coach Pitch Early Bird	Res 38.50 / Non-Res 39.50
S. Youth T-Ball / Coach Pitch	Res 43.50 / Non-Res 44.50
T. Skyhawks Youth Camps	
1. Soccer / Swim	129.00
2. Tennis	115.00
3. Basketball	129.00
4. Tiny Hawk Soccer	65.00
5. Multi-sport	129.00
6. Mini Hawk	115.00

7. Soccer	115.00
8. Flag Football / Swim (Monday – Friday)	119.00
9. Flag Football (Monday, Tuesday, Wednesday)	99.00
U. Mini Junior / Junior Golf Lessons	Res 67.00 / Non-Res 68.00
V. Youth Shirts	17.00
W. Youth Karate	Res 48.00 / Non-Res 49.00
Adult Sports	Resident (Res) / Non-Resident(Non-Res)
A. Volleyball Fall & Winter (Co-Rec)	248.00
B. Basketball (Moscow/Pullman League)	525.00
C. Co-Rec Softball, per team	475.00
D. Softball, per team	833.00
E. Horseshoes – Doubles and Singles	Res 6.50 / Non-Res 8.50
F. Adult Soccer, per team	475.00
G. Field Set-Up Fee for Private Use	20.00 per set up
General Recreation Programs	Resident (Res) / Non-Resident(Non-Res)
A. Salmon River Trips (two varieties of trips)	
1. Youth	Res 63.25 / Non-Res 64.25
2. Adult	Res 72.00 / Non-Res 74.00
B. Dog Obedience	
1. Kinderpuppy	Res 64.25 / Non-Res 66.25
2. Beginning Obedience	Res 64.25 / Non-Res 66.25
3. Advanced Obedience	Res 64.25 / Non-Res 66.25
4. Rally Obedience	Res 64.25 / Non-Res 66.25
C. Hunters' Education	Res 21.50 / Non-Res 22.50
D. Tone & Stretch	
1. Per Class	Res 3.50 / Non-Res 3.61
2. 10 class punch card	49.00
3. Drop In	6.25
E. Zumba Class	Res 60.00 / Non-Res 62.00
F. Zumba Punch Card	45.00
G. Zumba Walk-in	6.25
H. Open Life Drawing Studio	Res 10.75 / Non-Res 12.75
I. Hunting Spring Mushrooms	Res 42.75 / Non-Res 44.75
J. Hunting Fall Mushrooms	Res 42.75 / Non-Res 44.75
K. Beginning Birding	Res 10.00 / Non-Res 12.00
L. Athletic Performance Training	Res 100.00 / Non-Res 101.00
M. Beginning Sewing	Res 42.00 / Non-Res 43.00
N. Get Moving	Res 96.00 / Non-Res 97.00
O. Fall Tree Pruning	Res 17.00 / Non-Res 18.00
P. Trees of Idaho	Res 10.00 / Non-Res 12.00
Q. Trees in Your Neighborhood	Res 10.00 / Non-Res 12.00
R. Fruit Tree Pruning	Res 17.00 / Non-Res 19.00
S. Choosing and Planting New Street Trees	Res 17.00 / Non-Res 19.00
T. Firewise Principles and Practices	Res 5.00 / Non-Res 7.00
U. What's Wrong With My Tree?	Res 5.00 / Non-Res 7.00
V. Mah Jong Class	Res 35.00 / Non-Res 37.00
W. Green Cleaning	Res 10.00 / Non-Res 12.00

X. Naturally Clean Home	Res 10.00 / Non-Res 12.00
Y. Cornhole Challenge Early Bird	Res 10.00 / Non-Res 12.00
Z. Cornhole Challenge	Res 15.00 / Non-Res 17.00
AA. Mini Drone Challenge Early Bird	Res 10.00 / Non-Res 12.00
BB. Mini Drone Challenge	Res 15.00 / Non-Res 17.00
CC. Moscow Rolling Hills Half Marathon	Res 40.00 / Non-Res 50.00
DD. Moscow Rolling Hills Half Marathon Sponsorship	3,000
EE. Community Garden	
Garden Plot Rental	53.00 each
Clean-up Deposit	25.00 each
Eggon Youth Center Activities	Resident (Res) / Non-Resident(Non-Res)
A. Youth Center Rentals, per hour	35.00
B. Kids Kamps, Per Each Activity Day	Res 22.00 / Non-Res 23.00
C. High Adventure Camp - Daily	Zip Line 120.00 Kayak / Horse 85.00
D. Breakfast with Santa and Candy Cane Hunt	Individual 7.50 / Family 26.00
E. Palouse Youth Triathlon / Sponsorships	17.50 / 500.00
F. Snow Ball	Individual 11.50 / Couple 28.00
G. Youth Enrichment Classes	44.75
H. After School Activities	10.00
I. Teen Night Out	Res 9.00 / Non-Res 10.00
J. Moscow Rolling Hills Half Marathon	Res 40.00 / Non-Res 50.00
K. Moscow Rolling Hills Half Marathon Sponsorships	3,000.00
L. Super Bowl Bash	Res 5.00 / Non-Res 6.00
M. Undetermined Programs	2,000.00
<i>\$1.00 / \$2.00 (Child/Adult) non-resident fee is charged for programs in addition to the process listed above.</i>	1.00 / 2.00
New recreational programs that do not appear in this fee resolution are often developed and implemented during the fiscal year.	varies per program
Fire Department	
A. Compressed Gases	30.00
B. Fireworks	30.00
C. Flammable or Combustible Liquids	30.00
D. Covered Malls	30.00
E. Tents, Canopies and Temporary Membrane Structures	30.00
F. Fire Code Inspections	30.00
SOLID WASTE	
Rates for Residential Units	
A. Roll Cart – Variable Size, Variable Rate System (monthly fee per roll cart collected weekly)	
35 Gallon	21.10/month
65 Gallon	27.10/month
95 Gallon	33.15/month
35 Gallon On Demand – Base Fee	15.95/month
35 Gallon On Demand – Per Service	2.10/each
Roll Cart Size Exchange (after initial 30 day period)	18.00/each
Roll Cart Replacement (lost, stolen, damage from abuse)	55.00 /each
B. Penalty - for any garbage exceeding service level	6.60 per can/bag

C. Carry-out service Outside of building - additional per can, per unit, per month	11.60						
D. Inside of building - additional per can, per unit, per month	13.15						
E. Return service (blocked roll cart, roll cart not set out on time or otherwise not able to be serviced by Franchisee) per calendar year							
First Occurrence	0.00						
Second Occurrence	11.10						
Third and Following Occurrences	22.20						
<i>Residential units utilizing mechanical containers or compactors shall be billed at the business rate for such equipment.</i>							
F. Apartment Single Stream Recycling Fee	5.05/unit, per month						
Rates for Business Units and Commercial Cans							
A. Loose yardage on ground	33.40/cubic yard						
B. Extra service for dumpster/mechanical containers with 24-hour notice	32.90/each dump plus 2.00 -tipping fee						
C. Extra service for dumpsters/mechanical containers per yard.	16.70/cubic yard						
D. Compactor Service Pick Up	213.40/each pick up plus 2.00 -tipping fee						
E. Small Compactor Yardage	83.50/cubic yard						
F. Commercial Roll Cart – Variable Size, Variable Rate System (monthly fee per roll cart collected weekly)							
35 gallon	20.60/month						
65 gallon	31.10/month						
95 gallon	41.50/month						
Roll Cart Size Exchange (after initial 60-day period)	18.00/each						
Roll Cart Replacement (lost, stolen, damage from abuse)	55.00 /each						
G. Commercial Single Stream Recycling Fee	5.05/unit, per month						
H. Additional Commercial Recycling Cart	5.05/unit, per month						
Rates for Recycling Mobile Containers per month (sales tax will be added)							
A. Size: 6 Yard	55.95						
B. Size: 10 1/2 Yard	85.30						
C. Size: 12 Yard	100.15						
Types of Services							
A. Franchisee Services/Value of Recycled Materials Retained by Franchisee: RMC hauled, emptied and exchanged by Franchisee.	45.65/haul						
B. Franchisee Services/Value of Recycled Materials retained by customer: RMC hauled, emptied and exchanged by Franchisee.	54.65/haul						
C. Customer Service/Value of Recycled Materials retained by customer: RMC hauled and exchanged by customer	0.00/haul						
Rates for Dumpsters/Mechanical Containers per month (Sales taxes will be added)							
Times per week							
Size / yd	Rental	Tax	1	2	3	4	5
1	12.45	0.75	69.92	143.97	217.35	276.14	346.90
2	14.20	0.85	138.32	280.28	425.50	581.23	747.41
3	26.22	1.57	203.97	416.55	636.45	873.10	1126.80
4	29.18	1.75	269.62	552.85	845.91	1155.96	1485.61
6	38.52	2.31	400.93	825.42	1264.83	1720.17	2199.49
8	47.85	2.87	532.28	1098.06	1690.56	2327.34	2988.48
Dumpster Locking Mechanisms							3.50/month

Producers who request that their mechanical containers be temporarily removed shall be charged for removal and re-delivery of the container.	42.50/move		
Rates for Solid Waste Processing Facility Access Service			
A. Transfer Station Tipping Fee (MSW)	95.85 /ton		
B. Compost Materials	no charge		
C. Clean Wood Waste	no charge		
D. Inert/Demolition Materials <u>Tipping Fee</u> (NMSW)	39.10 /ton		
E. Mixed Materials <u>Tipping Fee</u> (combination MSW/NMSW)	67.65 /ton		
F. Minimum Fee – MSW, NMSW or Mixed – includes 200 lbs MSW or 460 lbs NMSW or 280 lbs Mixed	10.00/trip		
G. Large Appliances	6.90/each		
H. Appliances that do not have the Chlorofluorocarbon removed, and do not have a certified removal sticker	25.55/appliance		
I. Vehicle Bodies	43.35/each		
J. Tires	175.00 /ton		
K. Asbestos	167.50/ton		
<i>The foregoing rates are not all-inclusive. The City may establish and/or change rates for unique or special waste.</i>			
Special Hauls			
A. Pickup truck when requested by customer from landfill to City	83.40 plus tipping fee		
B. Packer truck when requested by customer			
1. On day of service	71.45 plus tipping fee		
2. From landfill to City	147.55 plus tipping fee		
C. Roll-off unit			
Container Size	Rental Rate One time or Exchange	Per Trip (Plus Tipping Fee)	Rental rate per day after the first five working days
22 yd.	13.30	112.20	18.10
30 yd.	18.10	112.20	18.10
45 yd.	18.10	112.20	18.10
D. Deposit for Roll-off Unit or Temporary Mechanical Container	100.00		
<i>Special haul rates shall be charged for collection and disposal of dead animals.</i>			
<i>Rate for hazardous wastes and for infectious and potentially harmful waste shall be the actual cost for such service as billed by the City, plus 10% for administrative costs.</i>			
Community Events			
A. Moscow Farmers Market 26 Week Season, May through October			
1.	Registration	11' x 15' Daily Space	5.5' x 15' Daily Space
Tier 1	15.00	30.00	15.00
Attend 1-8 markets			
Tier 2	51.00	20.00	12.00
Attend 9-17 markets			
Tier 3	127.00	15.00	9.00
Attend 18-26 markets			
2. Youth Vendor (exempt from registration fee)			6.00/day per group
3. Performance Vendor (exempt from registration fee)			7.00 for 2.5 hours/day per group

4. Non-neighbor Space	5.00/day
5. Electrical Hookup	10.00/day
6. Vehicle Surcharge	15.00/day
7. Third penalty policy violation fine	50.00
8. Miscellaneous merchandise sales	up to 7,000
B. Mayor's Golf Tournament	
1. Registration	75.00/individual 300.00/team of four
2. Sponsorships	up to 7,500.00
C. Vandal Town Block Party	
1. Sponsorships	up to 6,000.00
Arts Department	
A. Artwalk (June)	
1. Host Location: Business	100.00
2. Host Location: Non-Profit	50.00
3. Arts Listing (available only in combination with host registration)	25.00
4. Youth Arts Listing (available only in combination with host registration)	no fee
5. Food Vendor	80.00
6. Youth Food Vendor	no fee
7. Main Street Art Vendor / Demonstrator	50.00
8. Youth Main Street Art Vendor / Demonstrator	no fee
B. Artwalk (October – May)	
1. Host Location: Business	40.00
2. Host Location: Non-Profit	20.00
3. Arts Listing (available only in combination with host registration)	10.00
4. Youth Arts Listing (available only in combination with host registration)	no fee
C. Palouse Plein Air	
1. Artist Registration	30.00
2. Student Artist Registration (18 years and older)	25.00
3. Plein Air Master Class	200.00
D. Entertainment in the Park	
1. Food Vendor	40.00
2. Outreach Vendor (no sale of merchandise or services)	25.00
E. Third Street Gallery	
1. Art Sales Commission	20%
2. Juried Exhibition Submission Fee	20.00
F. Sponsorships	Up to 5,000

CITY COUNCIL STAFF REPORT

DATE: Monday, December 6, 2021



AGENDA ITEM TITLE

Replacement of Ordinance 2021-16 with Ordinance 2021-16A (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

On September 20, 2021, City Council approved Ordinance 2021-16, which pertained to the annexation of a 21.73-acre property generally located north of Slonaker Drive, east of Arborcrest Road, and south of Trail Road. The City subsequently received a letter from the Idaho State Tax Commission, dated October 5, 2021, stating that there were deficiencies in the legal description submitted by the applicant which was within the ordinance. The applicant has since corrected the items identified by the Tax Commission and the revised legal description has been inserted into the replacement Ordinance 2021-16A for the Council's consideration.

STAFF RECOMMENDATION

Approve the replacement of Ordinance 2021-16 with Ordinance 2021-16A.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the replacement of Ordinance 2021-16 with Ordinance 2021-16A; or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ordinance 2021-16A Annexation Wintz Company LLC (Woodbury) legal description update
2. Idaho State Tax Commission Woodbury letter

ORDINANCE NO. 2021 – 16A

AN ORDINANCE OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING THAT LAND DESCRIBED IN SECTION 1 OF THIS ORDINANCE, AND GENERALLY SHOWN ON EXHIBIT “A” ATTACHED HERETO AND INCORPORATED BY THIS REFERENCE, BE ANNEXED TO THE CITY OF MOSCOW; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, land described in Section 1 of this Ordinance is adjacent to City limits on one (1) side; and

WHEREAS, the owner of the twenty-one point seven three (21.73) acre parcel, Wintz Company, LLC, has requested to be annexed into the City of Moscow; and

WHEREAS, Idaho Code Section 50-222 authorizes City annexation of tracts of land adjacent to the City; and

WHEREAS, the Moscow Planning and Zoning Commission held a public hearing regarding this matter on August 25, 2021; and

WHEREAS, the Moscow Mayor and City Council held a public hearing regarding this matter on September 20, 2021 where Ordinance 2021-16 was passed by City Council and approved by the Mayor; and

WHEREAS, upon passage and approval, the City Clerk provided Ordinance 2021-16 to the Idaho State Tax Commission pursuant to Idaho Code 63-215; and

WHEREAS, the Idaho State Tax Commission determined the legal description for the map attached to Ordinance 2021-16 does not match the legal description contained within the ordinance and requested a correction be made to the legal description followed by a re-recording of the Ordinance and resubmission to the State Tax Commission in compliance with Idaho Code 63-215 and IDAPA Rule 35.01.03.255; and

WHEREAS, per the Idaho State Tax Commissions request, City staff has revised the legal description in accordance with the Idaho State Tax Commissions request; and

NOW THEREFORE, be it ordained by the Mayor and Council of the City of Moscow as follows:

SECTION 1: LEGAL DESCRIPTION. This Ordinance shall apply to the following described lands in Moscow, Latah County, Idaho, to-wit:

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

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

THENCE SOUTH 89°42'12" WEST A DISTANCE OF 340.66 FEET;
THENCE NORTH 03°36'03" EAST A DISTANCE OF 160.19 FEET;
THENCE NORTH 84°54'56" WEST A DISTANCE OF 10.83 FEET;
THENCE NORTH 00°48'15" EAST A DISTANCE OF 125.90 FEET;
THENCE NORTH 32°54'25" WEST A DISTANCE OF 209.16 FEET;
THENCE NORTH 00°01'35" EAST A DISTANCE OF 385.00 FEET;
THENCE NORTH 30°45'45" WEST A DISTANCE OF 34.23 FEET;
THENCE NORTH 56°07'56" EAST A DISTANCE OF 28.37 FEET;
THENCE SOUTH 33°52'04" EAST A DISTANCE OF 15.65 FEET;
THENCE NORTH 46°22'32" EAST A DISTANCE OF 140.72 FEET;
THENCE NORTH 46°22'38" EAST A DISTANCE OF 136.09 FEET;
THENCE NORTH 65°18'17" EAST A DISTANCE OF 205.20 FEET;
THENCE SOUTH 88°29'08" EAST A DISTANCE OF 67.38 FEET;
THENCE SOUTH 43°24'33" EAST A DISTANCE OF 221.88 FEET;
THENCE NORTH 44°30'49" EAST A DISTANCE OF 116.84 FEET;
THENCE SOUTH 52°37'35" EAST A DISTANCE OF 93.86 FEET;
THENCE SOUTH 33°59'44" EAST A DISTANCE OF 362.10 FEET;
THENCE SOUTH 02°01'38" EAST A DISTANCE OF 101.20 FEET;
THENCE SOUTH 06°49'06" EAST A DISTANCE OF 178.24 FEET;
THENCE SOUTH 11°46'56" WEST A DISTANCE OF 450.41 FEET;
THENCE NORTH 89°49'43" WEST A DISTANCE OF 460.08 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 946,516 SQUARE FEET OR 21.73 ACRES OF LAND, MORE OR LESS.

SECTION 2: ANNEXATION. The land described in Section 1 of this Ordinance be and the same hereby is annexed to the City of Moscow, Idaho and declared a part of the City of Moscow, Idaho; and, the City Engineer is hereby ordered to make the necessary amendments to the official maps of the City of Moscow which are on file at 221 East 2nd Street, Moscow, Idaho.

SECTION 3: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law and shall replace Ordinance 2021-16.

PASSED by the City Council and APPROVED by the Mayor this 6th day of December, 2021.

Bill Lambert, Mayor

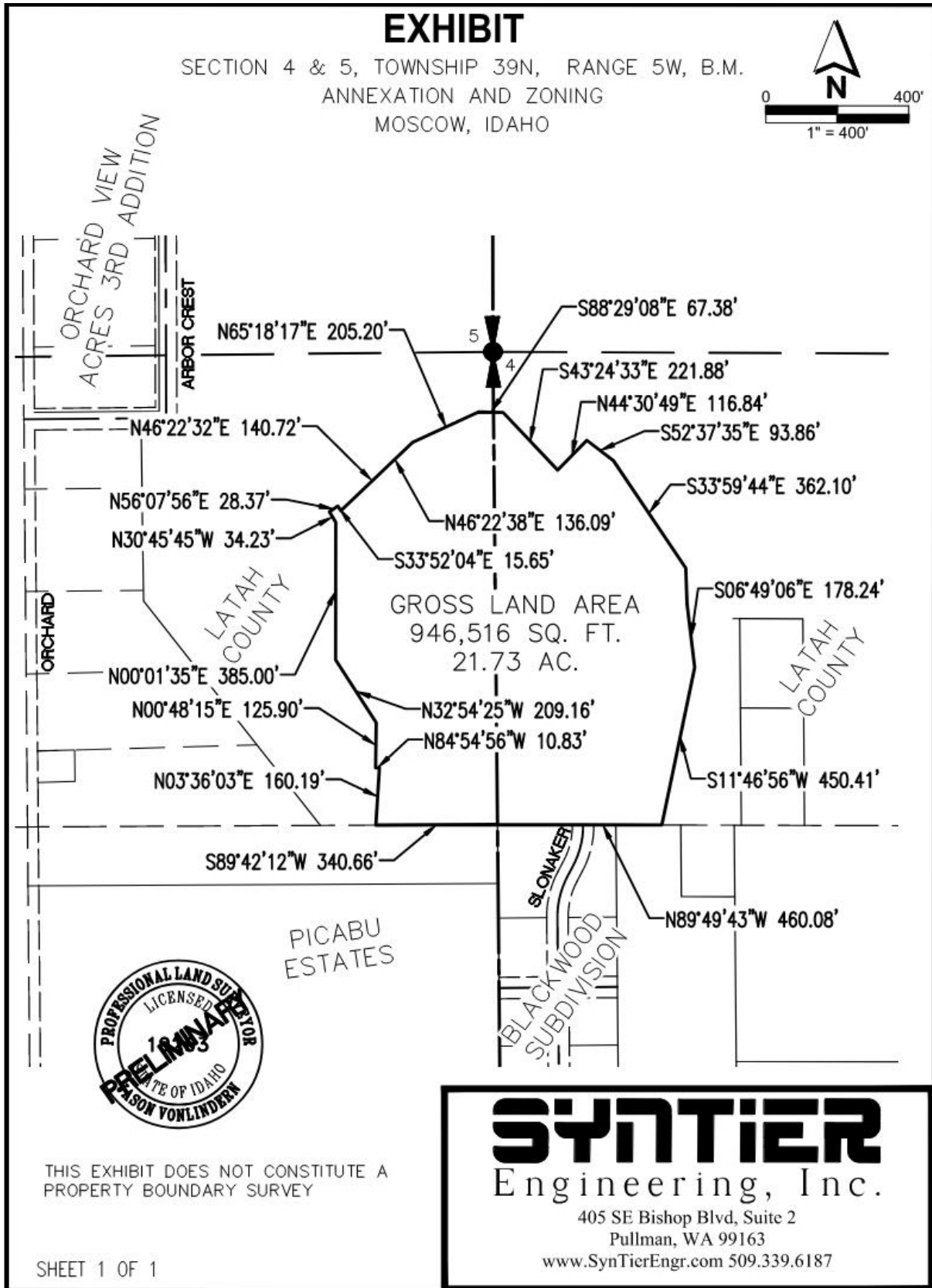
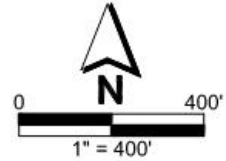
CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____, 2021 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

EXHIBIT "A"

EXHIBIT

SECTION 4 & 5, TOWNSHIP 39N, RANGE 5W, B.M.
ANNEXATION AND ZONING
MOSCOW, IDAHO



October 5, 2021

Laurie Hopkins
Moscow City Clerk
PO Box 9203
Moscow, ID 83843

Subject: Ordinance No. ord. _2021_16 MOSCOW (CITY)

Dear Ms. Hopkins:

The Tax Commission has received and reviewed the above referenced action. This review cannot be completed and recognized because the following deficiencies were found:

- The legal description does not close to 1:5000.

The map does not match the legal description. The map includes additional calls that are not in the legal description, and it depicts a boundary that differs from that of the legal description. The area of annexation cannot be accurately identified.

Please make these corrections, have the ordinance re-recorded, and re-submit to the State Tax Commission in compliance with I.C. 63-215 and IDAPA Rule 35.01.03 255.

Before this annexation/de-annexation can be processed for the 2022 year, the deficiencies listed need to be corrected. Failure to correct these deficiencies will result in the above referenced action not being recognized by the Idaho State Tax Commission, pursuant to its authority under Idaho Code Section 63-215. Thank you for your attention to the required legal descriptions and mapping requirements. If you have any questions, please call us at (208) 334-7750.

Find current year information about taxing district change requests at the Current Status Web page. Please visit <http://tax.idaho.gov/i-1069.cfm>.

Sincerely,

Geographic Information Systems Division
Technical Support Bureau
Idaho State Tax Commission
Phone (208) 334-7750
Email gis@tax.idaho.gov

COMMITTEE STAFF REPORT

DATE: Monday, December 6, 2021



RESPONSIBLE STAFF

Gary Riedner, City Supervisor

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Resolution for the Use of ARPA Funds (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

President Biden signed the \$1.9 trillion American Rescue Plan Act (HR 1319), (ARPA) into law on March 11, 2021. ARPA supports local government's urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control, replace lost revenue for eligible local governments in order to support vital public services and to retain jobs, support immediate economic stabilization for households and businesses, and address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic. The City of Moscow was allocated a total of \$5,528,399, to be paid in two installments. ARPA funding must be obligated by December 31, 2024, and fully expended by December 31, 2026. In light of the time constraints for obligation and full expenditure of the ARPA funds, City Staff was directed to bring forward recommendations for potential uses of ARPA funding, which were considered by City Council in a workshop on October 25, 2021. Staff has prepared a proposed Resolution as a result of Council direction given at the workshop. This was reviewed by Public Works/Finance Committee on November 8 and forwarded on to City Council for consideration.

STAFF RECOMMENDATION

Adopt the proposed Resolution directing the use of the City's allocated ARPA funds.

PROPOSED ACTIONS

PROPOSED ACTIONS: Adopt the proposed Resolution directing the use of the City's allocated ARPA funds, or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. ARPA Resolution 2021_tfk

RESOLUTION NO. 2021 –

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE FOLLOWING USES OF THE CITY'S AMERICAN RESCUE PLAN ACT ALLOCATION; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, President Biden signed the \$1.9 trillion American Rescue Plan Act (HR 1319), (herein after "ARPA") into law on March 11, 2021. The measure provides fiscal assistance to state and local governments in relief due to the COVID-19 pandemic; and

WHEREAS, ARPA supports local government's urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control, replace lost revenue for eligible local governments in order to support vital public services and to retain jobs, support immediate economic stabilization for households and businesses, and address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic; and

WHEREAS, The City of Moscow, as a non-entitlement unit of government (population less than 50,000) was allocated a total of \$5,528,399, to be paid in two tranches (installments) of \$2,764,199.50. The first tranche was received in June, 2021, and the second tranche will be received no later than one year after the first; and

WHEREAS, ARPA funding must be obligated by December 31, 2024, and fully expended by December 31, 2026. Obligated, means that an order is placed for property and services and entering into contracts, subawards, and similar transactions that require payment; and

WHEREAS, in light of the time constraints for obligation and full expenditure of the ARPA funds, City staff was directed to bring forward recommendations for potential uses of ARPA funding to be considered by City Council; and

WHEREAS, The City Council held a workshop on October 25, 2021 to receive such recommendations and to provide City staff direction as to what uses the City's allocation of ARPA funds would be put;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow as follows:

1. That the City of Moscow's ARPA allocation shall be expended as follows:
 - a. \$750,000 shall be allocated to business/non-profit assistance, to be distributed according to programs which are to be developed and approved by City Council;
 - b. \$150,000 shall be allocated for Affordable Housing Assistance, to be distributed according to the City of Moscow Affordable Housing Grant Program. It is intended that these funds shall be matched by annual funding in the amount of \$50,000 per

- year in the City’s annual fiscal year budget, bringing the proposed annual affordable housing funding to \$100,000 per year for the next three years;
- c. \$1,000,000 to be allocated for the City’s stormwater infrastructure in support of the new stormwater utility. This allocation will allow the new utility to purchase necessary infrastructure, including a jet truck to assist in cleaning and inspecting storm sewers, and funding the relocation and daylighting of Hogg Creek as part of the reconstruction of Lilly Street between 3rd Street and A Street, which project will be constructed in the 2022 construction season;
 - d. \$3,628,399 to be allocated to the City’s water infrastructure to support several critical water transmission projects to assist with moving water from production (west side) to storage (east side), with a total estimated cost of \$4,816,620, including:
 - Pullman Highway Transmission Phase II Project - \$937,560
 - A Street Transmission Phase III and IV Projects - \$943,774
 - Downtown Transmission Phase III and IV Projects - \$1,623,729
 - Mountain View/Palouse River Drive Project - \$1,311,557
2. It is understood that ARPA funding must be obligated by December 31, 2024, and fully expended by December 31, 2026, and that “obligated” means that an order is placed for property and services and entering into contracts, subawards, and similar transactions that require payment. Council also recognizes that the allocated funding for business and non-profit assistance may not be able to be obligated by December 31, 2024, due to the fact that programs have yet to be developed and approved, and that under the qualifying requirements of such programs, demands for assistance may be less than the allocated funding. Therefore, staff is directed to provide monthly updates to City Council detailing the use of such assistance programs, so that if Council determines that funding exceeds qualified requests for assistance, the excess funding may be allocated to the Water Infrastructure program as described in section 1.d. of this Resolution.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of _____, 2021.

Bill Lambert, 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 _____, 2021 and attest to the Mayor’s signature.

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, December 6, 2021



AGENDA ITEM TITLE

Resolution Opting in the Opioid Litigation (ACTION ITEM) - Gary J. Riedner / Mia Bautista

RESPONSIBLE STAFF REVIEWED BY

Mia Bautista, Gary Riedner, City Supervisor This was reviewed by the Public Works/Finance Committee on November 22, 2021 and recommended for approval.

ADDITIONAL PRESENTER(S) OTHER RESOURCES

DESCRIPTION

The Attorney General of the State of Idaho has joined nationwide settlements resolving opioid-related claims with Johnson & Johnson and three major opioid distributors, AmerisourceBergen, Cardinal Health and McKesson. These settlements would resolve legal claims by participating States and local governments stemming from actions that fueled the opioid-addiction crisis. Because the State of Idaho is participating in this settlement agreement, certain local governments within the State, including the City of Moscow, are now also eligible to participate and receive benefits under the agreements. The total amount of money that Idaho will receive under these settlements depends on how many local governments choose to join the State in participating in these settlements. The State will receive a minimum of just over 64 million dollars by participating, but the State and participating local governments could receive over 119 million dollars if all eligible local governments in Idaho participate. The Attorney General strongly believes that the citizens of the State would benefit the most if all eligible local governments join the State in participating in these agreements and obtain the maximum amount of funds.

The settlement agreements provide a default formula for how the funds will be split between the State and local governments and the percent of funds allocated to local governments that each local government would receive.

The Attorney General's Office has drafted a proposed Allocation Agreement to govern how settlement funds will be split between the State and participating local governments. This Allocation Agreement would govern how settlement funds from the Nationwide Settlements and the Purdue and Mallinckrodt Bankruptcies are allocated. In order to be effective, this Agreement will need to be adopted by the State and either (1) eligible local governments with a population of more than 60% of the total population, or (2) eligible local governments with a population of more than 50% of the total population and including at least 15% of the counties. Local Governments can sign-on to the Allocation Agreement by authorizing a representative to sign on behalf of the City and by executing the sign-on form that is attached as an Exhibit to the Resolution. For additional information regarding the nationwide settlements, please see the Idaho Attorney General's website <https://www.ag.idaho.gov/consumer-protection/opioid-settlement/>. This was reviewed by the Public Works/Finance Committee on November 22, 2021 and recommended for approval.

STAFF RECOMMENDATION

Approve the proposed Resolution authorizing the City Attorney to enter into and to sign on the City's behalf the Idaho Opioid Settlement Intrastate Allocation Agreement and the National Opioid Settlement.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the proposed Resolution authorizing the City Attorney to enter into and to sign on the City's behalf the Idaho Opioid Settlement Intrastate Allocation Agreement and the National Opioid Settlement, or take other such action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2021- Opioid Settlement_clean
2. Fact-Sheet-Idaho-Allocation-Agreement

RESOLUTION NO. 2021 –

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE CITY ATTORNEY TO SIGN, ON BEHALF OF THE CITY OF MOSCOW, THE IDAHO OPIOID SETTLEMENT INTRASTATE ALLOCATION AGREEMENT AND THE NATIONWIDE SETTLEMENT AGREEMENT INCLUDED HERewith AND INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the Centers for Disease Control and Prevention reports that nearly 841,000 people have died since 1999 from a drug overdose and that over 70% of the drug overdose deaths in 2019 involved an opioid; and

WHEREAS, the Centers for Disease Control and Prevention reports the overdose deaths involving opioids, including prescription opioids, heroin, and synthetic opioids such as fentanyl, have increased over six times since 1999 and overdoses involving opioids killed nearly 50,000 people in 2019, and nearly 73% of those deaths involved synthetic opioids; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total “economic burden” of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, according to the Idaho Board of Pharmacy, opioids accounted for 1,156,889 prescriptions in Idaho in 2019 and according to the Center for Disease Control and Prevention Idaho had 265 drug overdose deaths in 2019; and

WHEREAS, the people of the State of Idaho, including the citizens of Moscow, Idaho, have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid; and

WHEREAS, on July 21, 2021, the National Prescription Opiate Litigation MDL Plaintiffs’ Executive Committee, several State Attorneys General and four major defendants announced agreement on terms of proposed nationwide settlements to resolve all Opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen, and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (hereinafter “Nationwide Settlement”); and

WHEREAS, the City of Moscow is eligible to participate in the Nationwide Settlement; and

WHEREAS, the Nationwide Settlement provides for default provisions allocating the amount of State settlement proceeds that must be disbursed to participating local governments, it also allows the State to draft a proposed intrastate allocation agreement in place of the defaults; and

WHEREAS, the State of Idaho has drafted a proposed intrastate allocation agreement, with input from legal counsel, for some local governments who are participating in the opioid litigation (see Attachment “A”); and

WHEREAS, the proposed intrastate allocation agreement sets the disbursement to participating local governments at forty percent (40%) of the eighteen (18) annual payments received by the state after payment of funds into the Idaho Attorney Fee Back-Stop Fund (10% of the local government share) with the City of Moscow receiving 0.659% of the remaining share; and

WHEREAS, the City of Moscow is eligible to sign on to and receive funds under the Idaho intrastate allocation agreement for use towards abatement of the Opioid epidemic, which includes utilizing the funds for intervention, treatment, education, and recovery services; and

WHEREAS, the Nationwide Settlement provides for different allocation methods than the Purdue and Mallinckrodt bankruptcy plans, thereby creating multiple plans to oversee and manage and the proposed intrastate allocation agreement would lower administrative burden by having a consistent distribution method across settlements; and

WHEREAS, the Nationwide Settlements default to participating local governments is fifteen percent (15%) and the Purdue and Mallinckrodt bankruptcy plans only allocates funds to local governments with a population of more than 400,000 while Idaho’s proposed intrastate allocation agreement provides forty percent (40%) to participating local governments; and

WHEREAS, the proposed intrastate allocation agreement will only be effective and replace the Nationwide Settlement if more than sixty percent (60%) of the population by local governments sign on; and

WHEREAS, if the City of Moscow does not sign onto the proposed intrastate allocation agreement and the agreement is made effective, Moscow will not be entitled to receive funds under the terms of the agreement; and

WHEREAS, the City Council believes that signing on to the intrastate allocation agreement would provide the greatest benefit to the City of Moscow to contribute to the abatement of the public health crisis caused by the opioid pandemic;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow as follows:

- A. That Mia Bautista, City Attorney, is hereby granted the authority to enter into and to sign the Idaho Opioid Settlement Intrastate Allocation Agreement on behalf of the City of Moscow Between the State of Idaho, Health Districts, and Eligible Local Governments (see Attachment “B”);

B. That Mia Bautista, City Attorney, is hereby granted the authority to opt into the National Opioid Settlement on behalf of the City of Moscow by signing the relevant documents (see Attachment “C”); and

C. That Mia Bautista, City Attorney, has authority to execute any other documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter as they may become required by the Idaho Attorney General’s Office, the National Opioid Settlement Enforcement Committee and other Settlement entities.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of _____, 2021.

Bill Lambert, 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 _____, 2021 and attest to the Mayor’s signature.

Laurie M. Hopkins, City Clerk

Attachment A

**IDAHO OPIOID SETTLEMENT INTRASTATE ALLOCATION AGREEMENT
BETWEEN THE STATE OF IDAHO, HEALTH DISTRICTS, AND ELIGIBLE LOCAL
GOVERNMENTS**

The State, by and through the Attorney General, and the undersigned Participating Local Governments and Participating Health Districts, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, enter into this Idaho Opioid Settlement Intrastate Allocation Agreement (“Agreement”) and covenant and agree as follows:

General Principles

Capitalized terms not defined below have the meanings set forth in the Definitions section of this Agreement.

- The people of the State of Idaho and Idaho communities have been harmed by the opioid epidemic, which was caused by misconduct committed by certain entities within the Pharmaceutical Supply Chain.
- The State of Idaho, *ex rel.* Lawrence Wasden, Attorney General (the “State”), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State, Health Districts, and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misconduct throughout the State of Idaho.
- Settlements resulting from the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson have taken the form of National Settlement Agreements.
- This Agreement is intended to facilitate compliance by the State and by the Participating Local Governments with the terms of the National Settlement Agreements and, to the extent appropriate, with other settlements related to the opioid epidemic reached by both the State and Participating Local Governments.
- Idaho’s share of settlement funds from the National Settlement Agreements will be maximized only if all Idaho Local Governments of a certain size participate in the settlements.
- The National Settlement Agreements will set a default allocation between each State and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts (a “State-Subdivision Agreement”), and this Agreement is intended to serve as such a State-Subdivision Agreement under the National Settlement Agreements.
- The State and certain Participating Local Governments are also involved in ongoing litigation with other Pharmaceutical Supply Chain Participants and the aforementioned investigations and litigation have caused some Pharmaceutical Supply Chain Participants

to declare bankruptcy, and they may cause additional entities to declare bankruptcy in the future.

- This Agreement is also intended to serve as a State-Subdivision Agreement for future resolutions of claims through settlement or in bankruptcy court where both the State and Participating Local Governments have filed suit concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic and the resolution of such claims provide for payments (including payments through a trust) to both the State and Participating Local Governments and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement (“Future Resolutions”). This includes but is not limited to serving as a Statewide Abatement Agreement under the bankruptcy resolutions in *In re Purdue Pharma L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) and *In re Mallinckrodt PLC, et al.*, Case No. 20-12522 (JTD) (Bankr. D. Del.).
- The State is participating in litigation and investigations of certain other Pharmaceutical Supply Chain Participants for which Participating Local Governments are not involved and resolution of such claims are not subject to this Agreement.

A. Definitions

As used in this Agreement

1. The terms “Future Resolutions,” “State,” and “State-Subdivision Agreement” are defined under General Principles in this Agreement.
2. “Approved Purpose(s)” shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
3. “Governing Body” means (1) for a county, the board of county commissioners; (2) for a municipality, the city council; and (3) for a health district, the district board of health.
4. “Health Districts” shall mean the seven regional public health districts created pursuant to Title 39, Chapter 4, Idaho Code.
5. “Litigating Participating Local Governments” means the Participating Local Governments that filed an initial complaint in the Opioid Litigation by September 1, 2020.
6. “MDL Litigation” means the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio).
7. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021, with Settling Defendants Johnson & Johnson and Distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

8. "Non-Litigating Participating Local Governments" means the Participating Local Governments who are not Litigating Participating Local Governments.
9. "Non-Participating Health District" means a Health District who is not a Participating Health District.
10. "Non-Participating Local Government" means a city or county who is not a Participating Local Government.
11. "Opioid Funds" shall mean monetary amounts obtained through the National Settlement Agreements and Future Resolutions as defined in this Agreement. Not included are funds paid to the State to resolve State claims against Pharmaceutical Supply Chain Participants for which Participating Local Governments were not a party or did not otherwise participate. Also not included are funds paid to Participating Local Governments solely to resolve Participating Local Governments' claims against Pharmaceutical Supply Chain Participants, not claims by the State.
12. "Opioid Litigation" means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.
13. "Participating Local Government" shall mean a county or city within the geographic boundaries of the State who participates in this Agreement and who participates in the National Settlement Agreements and/or Future Resolutions. A Local Government may be a Participating Local Government under the National Settlement Agreements and not for some or all Future Resolutions or vice versa if it does not choose to participate in the National Settlement Agreements or some or all Future Resolutions. Eligible local governments include: (1) all counties within the State of Idaho; and (2) cities within the State of Idaho who are either involved in Opioid Litigation or who have a population of over 10,000.¹ For the avoidance of doubt, a county or city must sign this Agreement to become a "Participating Local Government."
14. "Participating Health District" shall mean a Health District who agrees to participate in this Agreement and in the National Settlement Agreements and/or Future Resolutions. A Health District may be a Participating Health District under the National Settlement Agreements and not for some or all Future Resolutions or vice versa if it does not choose to participate in the National Settlement Agreements or some or all Future Resolutions. For the avoidance of doubt, a Health District must sign this Agreement to become a "Participating Health District."
15. "Parties" shall mean the State, Participating Health Districts, and Participating Local Governments.
16. "Pharmaceutical Supply Chain" shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.

¹ All references to population in this Agreement shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>.

17. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
18. "Public Health District Fund" means the fund established under Idaho Code § 39-422.
19. "State-Directed Opioid Settlement Fund" means the fund established under Idaho Code § 57-825.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with forty percent (40%) to the State ("State Share"); forty percent (40%) to the Participating Local Governments ("LG Share"); and twenty percent (20%) to the Participating Health Districts ("HD Share").²
2. All Opioid Funds, regardless of allocation, shall only be utilized for Approved Purposes included in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in Section D of this Agreement. The parties acknowledge that under the terms of the National Settlement Agreements there are certain allowed non-Opioid Remediation expenditures which require additional reporting under those agreements. Additionally, the parties acknowledge that under the National Settlement Agreements no less than eighty-five percent (85%) of the funds must be used for Opioid Remediation with at least seventy percent (70%) of funds used solely for future Opioid Remediation.
3. **Receipt and Distribution of the State Share:** Funds will be deposited into the State-Directed Opioid Settlement Fund after payment of attorney's fees and costs to the State's outside counsel as provided in Section C.
4. **Receipt and Distribution of the LG Share:** The LG Share shall be paid by check or wire transfer directly to the Participating Local Governments after payment of funds into the Idaho Attorney Fee Back-Stop Fund as provided in Section C.5. Each Participating Local Government will be allocated the percentage of the remaining LG Share as set forth in Exhibit B. Payments will be made directly to each Participating Local Government, and subject to the mechanisms for auditing and reporting set forth below to provide accountability and transparency to the public to verify appropriate use of the funds. Each Participating Local Government may elect to have its share reallocated to the Participating Health District within which it is located. Any funds allocated to a Non-Participating Local Government or to Participating Local Government that cannot be paid under the terms of this Agreement, the National Settlement Agreements, or a Future Resolution shall be allocated to the Participating Health District in which the Local Government is located. A county and some or all of its incorporated cities, in so far as all are Participating Local Governments, may enter into a separate intracounty allocation agreement to modify how the total funds available to said county and cities under Exhibit B are allocated amongst themselves. For the avoidance of doubt, a county or city must agree in writing in order to have its share reallocated under an intracounty allocation agreement. Such an agreement shall not modify any of the other terms or requirements of the National Settlements, Future Resolutions, or this Agreement.

² This Agreement assumes that any opioid settlement for Native American Tribes will be dealt with separately.

5. **Receipt and Distribution of the HD Share:** The HD Share shall be paid directly to the Public Health District Fund after payment of attorney's fees and costs to the State's outside counsel as provided in Section C. Funds would be allocated among each Participating Health District based on the aggregate of the percentages allocated to the Local Governments within each such Health District as determined pursuant to paragraph 4 above, and as set forth specifically in Exhibit C. These funds would also be subject to the mechanism for auditing and reporting set forth below to provide accountability and transparency to the public to verify appropriate use of the funds. Any funds allocated under Exhibit C to a Non-Participating Health District shall be allocated to the Participating Health Districts in proportion to the allocation set forth in Exhibit C. If any Participating Health District ceases to exist, the funds shall be allocated between the remaining Participating Health Districts as provided for in this paragraph. If all Participating Health Districts cease to exist, the HD Share will be split equally between the State Share and the LG Share.
6. The State, Participating Health Districts, and Participating Local Governments may coordinate for implementation of opioid remediation strategies. The Parties agree that collaboration promotes the effective use of Opioid Funds and that they will coordinate with trusted partners to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

C. Payment of Counsel and Opioid Litigation Expenses

1. The Parties recognize that the funds being shared under this agreement were obtained through significant effort by outside counsel retained by the State and Litigating Participating Local Governments in the Opioid Litigation.
2. The National Settlement Agreements provide for the payment of all or a portion of the attorney's fees and legal expenses owed by the State and Litigating Participating Local Governments to outside counsel retained for Opioid Litigation. To effectuate this the court in the MDL Litigation has established a common benefit fund to compensate attorneys for services rendered and expenses incurred that have benefitted plaintiffs generally in the litigation (the "Common Benefit Fund"). The Parties anticipate that Future Resolutions may also provide for the payment of all or a portion of attorney's fees and legal expenses.
3. If funds for attorney's fees and expenses under the National Settlement Agreements, Future Resolutions, and the Common Benefit Fund are insufficient to cover the attorney fee obligations of the State and Litigating Participating Local Governments (as modified by Judge Polster's August 6, 2021 Order in the MDL Litigation), the deficiencies will be covered as set forth in further detail below.
4. Deficiencies for outside counsel for the State shall be paid as follows:
 - a. As a means of covering any deficiencies in payment for outside counsel retained by the State specifically for Opioid Litigation, five percent (5%) of the State Share and five percent (5%) of the HD Share from the National Settlements and Future Resolutions not exempt under Section C.7 shall be sent to outside counsel prior to payment to the State-Directed Opioid Settlement Fund and the Public Health

District Fund. No funds from the LG Share shall be used to pay attorney's fees for outside counsel for the State.

- b. Outside counsel for the State shall maintain the funds in a separate trust account, not comingled with other funds. Outside counsel for the State shall make application to the Idaho Attorney General's Office for payments out of the trust account for a deficiency, meaning the difference between what their fee agreements would entitle them to (as limited by this Section) minus what they have already collected from attorney fee funds established under the National Settlement Agreements and Future Resolutions and the Common Benefit Fund.
 - c. Any remaining funds in the account in excess of the amounts needed to cover the deficiency in attorney's fees as provided in this Section shall revert back to the State Share and HD Share and shall be allocated as provided in Section B.
 - d. Outside counsel for the State shall make a report to the Idaho Attorney General's Office every two (2) years setting forth the balance of the trust account and any outstanding potential deficiencies in order for the Idaho Attorney General's Office to assess whether the trust fund is overfunded and funds should be reverted or underfunded and more funding should be provided.
5. Deficiencies for outside counsel for Litigating Participating Local Governments shall be paid as follows:
- a. As a means of covering any deficiencies in payment for outside counsel retained by Participating Local Governments specifically for the Opioid Litigation, a supplemental Idaho Attorney Fee Back-Stop Fund shall be established.
 - b. The Idaho Attorney Fee Back-Stop Fund shall be funded by ten percent (10%) of the LG Share from the National Settlement Agreements and Future Resolutions not exempt under Section C.7. No funds from the State Share and HD Share shall be used to pay attorney's fees to counsel for the Litigating Participating Local Governments. If some or all of the Participating Local Governments believe that ten percent (10%) will not be sufficient to cover a deficiency in attorney's fees those Participating Local Governments can enter into an agreement to hold back an additional amount of up to two and one-half percent (2.5%) of the LG Share allocated to those Participating Local Governments under Exhibit B to be put into the Idaho Attorney Fee Back-Stop Fund. For the avoidance of doubt, no funds above the original ten percent (10%) shall be held back to fund the Idaho Attorney Fee Back-Stop Fund from the share allocated to a Participating Local Government under Exhibit B without their express written agreement, and in no circumstance may the overall amount withheld exceed twelve and one-half percent (12.5%).
 - c. Payments out of the Idaho Attorney Fee Back-Stop Fund shall be determined by majority vote of a committee ("Idaho Attorney Fee Back-Stop Fund Committee") consisting of three members:
 - i. One (1) member appointed by the Litigating Participating Local Governments;

- ii. One (1) member appointed by the Non-Litigating Participating Local Governments; and
 - iii. One (1) member jointly appointed by all of the other members listed above.
- d. Outside counsel retained by Litigating Participating Local Governments may apply to the Idaho Attorney Fee Back-Stop Fund only for a deficiency, meaning the difference between what their fee agreements would entitle them to (as limited by this Section) minus what they have already collected from attorney fee funds established under the National Settlement Agreements and Future Resolutions and the Common Benefit Fund. For the avoidance of doubt, collectively, outside counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available under the National Settlement Agreements, Future Resolutions, the Common Benefit Fund and the Idaho Attorney Fee Back-Stop Fund, attorney's fees totaling fifteen percent (15%) of the LG Share.
 - e. Any funds remaining in the Idaho Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the deficiency in attorney's fees as provided in this Section shall revert back to the LG Share and shall be allocated as provided in Section B.
 - f. Applications for funds from the Idaho Attorney Fee Back-Stop Fund must be supported by an affidavit of the attorney setting forth the basis and method of computation for the attorney's fees request. The Idaho Attorney Fee Back-Stop Fund Committee may also request additional documentation to support an application.
 - g. The Idaho Attorney Fee Back-Stop Fund Committee shall meet at least once annually to review applications and determine whether to release and/or revert funds. Every two (2) years, the Idaho Attorney Fee Back-Stop Fund Committee shall assess the amount remaining in the fund to determine if it is overfunded or underfunded.
6. The Parties agree that should a Future Resolution not provide for any payment of attorney's fees, the parties will confer and in good faith consider an amendment to this Section to provide for additional funds.
 7. This Section (Section C) shall not apply to settlements involving McKinsey or the bankruptcy proceedings *In re Purdue Pharma L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) and *In re Mallinckrodt PLC, et al.*, Case No. 20-12522 (JTD) (Bankr. D. Del) or other Future Resolutions in so far as the express terms limit the payment of attorney's fees and would not allow for the payment of attorney's fees from the State Share, LG Share, and HD Share.

D. Compliance Reporting and Accountability

1. Participating Health Districts, Participating Local Governments, and the State shall maintain, for a period of at least five (5) years, records of Opioid Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreements, Future Resolutions, and this Agreement. During and after the term of this Agreement, the Attorney General shall have access to persons and records related to this Agreement and expenditures of Opioid Funds.
2. Opioid Funds can only be used for an Approved Purpose when the Governing Body of a Participating Local Government or Participating Health District includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Funds for that Approved Purpose during a specified period of time. The budget or resolution should: (1) indicate that it is an authorization for expenditure of Opioid Funds, (2) state the specific Approved Purpose the governing body intends to fund as identified in Exhibit A, and (3) state the amount dedicated to each Approved Purpose for a stated period of time.
3. Opioid Funds are subject to the financial audit requirements for Participating Local Governments and Participating Health Districts as provided under Idaho Law, and shall be separately accounted for in any such audit. If any such audit reveals an expenditure inconsistent with the terms of this Agreement, the Participating Local Government or Participating Health District shall immediately report the finding to the Idaho Attorney General.
4. For every fiscal year in which a Participating Local Government or Participating Health District receives, holds, or spends Opioid Funds, the Local Government or Health District must submit an annual financial report specifying the activities and amounts it has funded. The annual financial report shall be provided to the Idaho Attorney General by emailing the report to opioidsettlement@ag.idaho.gov within ninety (90) days of the last day of the state fiscal year covered by the report. Each annual financial report must include the following information: (1) the amount of Opioid Funds available at the beginning of the fiscal year; (2) the amount of Opioid Funds received during the fiscal year; (3) the amount of Opioid Funds disbursed or applied during the fiscal year, broken down by Approved Purposes set forth in Exhibit A; (4) the amount of Opioid Funds available at the end of the fiscal year. The annual financial reports provided to the Idaho Attorney General will be made publically available by publication on the Idaho Attorney General's website <https://www.ag.idaho.gov/consumer-protection/opioid-settlement/> and be maintained on that webpage for a period not less than five (5) years. The Attorney General will also post annual reports of State expenditures of Opioid Funds on the Idaho Attorney General's website and maintain said reports on the webpage for a period not less than five (5) years.
5. If the National Settlement Agreements or any Future Resolutions require that a Participating Local Government or Participating Health District file, post, or provide a report or other document beyond those described in this Agreement, or if any Participating Local Government or Participating Health District communicates in writing

with any national administrator or other entity created or authorized by the National Settlement Agreements or any Future Resolutions regarding compliance with the National Settlement Agreement or Future Resolutions, the Participating Local Government or Participating Health District shall email a copy of any such report, document, or communication to the Idaho Attorney General at opioidsettlement@ag.idaho.gov.

6. Every Participating Local Government and Participating Health District shall make a good faith effort to comply with all of its reporting obligations under this Agreement. A Participating Local Government or Participating Health District that engages in a good faith effort to comply with its reporting obligations under Section D.7 and D.8 but fails in some way to report information in an accurate, timely, or complete manner shall be given an opportunity to remedy this failure within a reasonable time. A Participating Local Government or Participating Health District that does not engage in a good faith effort to comply with its reporting obligations under this Agreement, or that fails to remedy reporting issues within a reasonable time, may be subject to action for breach of contract. Notwithstanding anything to the contrary herein, a Participating Local Government or Participating Health District that is in substantial compliance with the reporting obligations in this Agreement shall not be considered in breach of this Agreement.
7. If it appears to the State that a Participating Local Government or Participating Health District is using or has used Opioid Funds for non-Approved Purposes, the State may on written request seek and obtain the documentation underlying the report(s) described in this Section (Section D), as applicable. The Participating Local Government or Participating Health District receiving such request shall have fourteen (14) days to provide the requested information. The State and the Participating Local Government or Participating Health District receiving such request may extend the time period for compliance with the request only upon mutual agreement.
8. Following a request made pursuant to D.7, if the State determines that a Participating Local Government or Health District spent any Opioid Funds on an expenditure inconsistent with the terms of this Agreement, the State shall send notice to the Participating Local Government or Participating Health District of such determination and allow sixty (60) days to cure the inconsistent expenditure through budget amendment or repayment. If a Participating Local Government or Participating Health District does not make the cure within sixty (60) days, the State may (i) reduce future Opioid Fund payments to that Participating Local Government or Participating Health District by an amount equal to the inconsistent expenditure; and (ii) to the extent the inconsistent expenditure is greater than the expected future stream of payments, initiate a process up to and including litigation to recover the overage. The State may recover any litigation expenses incurred to recover the funds. Any recovery or redistribution shall be distributed consistent with Section B.4 above.

E. Other Terms

1. This Agreement shall become effective at the time a sufficient number of local governments have joined the Agreement to qualify this Agreement as a State-Subdivision

Agreement under the National Settlement Agreements or any Future Resolutions. If this Agreement does not thereby qualify as a State-Subdivision Agreement, this Agreement will have no effect. Once effective, this Agreement will remain in effect until at least one (1) year after the last date on which any Opioid Funds are spent by Participating Local Governments and Participating Health Districts pursuant to the National Settlement Agreements and any Future Resolutions.

2. The Parties agree to make such amendments as necessary to implement the intent of this agreement. After this Agreement becomes effective, amendments may only be made to this Agreement if approved in writing by the Attorney General and at least two-thirds of the Participating Local Governments and Participating Health Districts.
3. This Agreement shall be governed by and construed under the laws of the State of Idaho using Idaho law. Any action related to the provisions of this Agreement, except as otherwise provided in the National Settlement Agreements or Future Resolutions, must be adjudicated by the Idaho state courts of Ada County in the State of Idaho.
4. This Agreement does not supersede or alter the terms of the National Settlement Agreements or any Future Resolutions except to the extent those terms allow for a State-Subdivision Agreement to do so.
5. If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.
6. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this Agreement.
7. Each person signing this Agreement represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the named governmental entity, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

FOR THE STATE OF IDAHO



LAWRENCE G WASDEN
ATTORNEY GENERAL
STATE OF DAHO

DATE: October 25, 2021

[Other Signature Pages to Follow]

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Exhibit A
Approved Opioid Abatement Strategies

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following¹:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹ As used in this Exhibit A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Public Creditor Trust Distribution Procedures.

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Approved Opioid Abatement Strategies

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

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Approved Opioid Abatement Strategies

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

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Approved Opioid Abatement Strategies

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

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Approved Opioid Abatement Strategies

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 2. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

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4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

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5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family, and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

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1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school

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employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

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9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid-

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or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

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6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

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**EXHIBIT B
ALLOCATION OF LOCAL GOVERNMENT SHARE**

Local Government	Percentage of Local Government Share
Ada County, Idaho	13.2776278333%
Adams County, Idaho	0.1446831902%
Ammon City, Idaho	0.0812916024%
Bannock County, Idaho	3.0595589832%
Bear Lake County, Idaho	0.6082712041%
Benewah County, Idaho	0.6526829809%
Bingham County, Idaho	1.6421270812%
Blackfoot City, Idaho	0.6283857401%
Blaine County, Idaho	0.9137717551%
Boise City, Idaho	12.7586409110%
Boise County, Idaho	0.3309644652%
Bonner County, Idaho	2.5987361786%
Bonneville County, Idaho	3.7761253875%
Boundary County, Idaho	0.8788284447%
Burley City, Idaho	0.4485975363%
Butte County, Idaho	0.1839745518%
Caldwell City, Idaho	1.1958553249%
Camas County, Idaho	0.0422073443%
Canyon County, Idaho	5.0120113688%
Caribou County, Idaho	0.4396183832%
Cassia County, Idaho	0.7270235866%
Chubbuck City, Idaho	0.4841935447%
Clark County, Idaho	0.0420924425%
Clearwater County, Idaho	0.4890418390%
Coeur D'Alene City, Idaho	2.7593778237%
Custer County, Idaho	0.2133243878%
Eagle City, Idaho	0.1711876661%
Elmore County, Idaho	0.8899512165%
Franklin County, Idaho	0.5753624958%
Fremont County, Idaho	0.5716071696%
Garden City, Idaho	0.5582782838%
Gem County, Idaho	1.3784025725%
Gooding County, Idaho	0.6966472013%
Hayden City, Idaho	0.0047132146%
Idaho County, Idaho	0.8474305547%
Idaho Falls City, Idaho	3.8875027578%
Jefferson County, Idaho	0.9842670749%
Jerome City, Idaho	0.4169017424%
Jerome County, Idaho	0.6223444291%
Kootenai County, Idaho	5.6394798565%
Kuna City, Idaho	0.1849461724%

Local Government	Percentage of Local Government Share
Latah County, Idaho	1.2943861166%
Lemhi County, Idaho	0.4880814284%
Lewis County, Idaho	0.2882543555%
Lewiston City, Idaho	2.0176549375%
Lincoln County, Idaho	0.1930184422%
Madison County, Idaho	1.2748404845%
Meridian City, Idaho	2.4045650754%
Mimidoka County, Idaho	0.9140620922%
Moscow City, Idaho	0.6590552650%
Mountain Home City, Idaho	0.5706694591%
Nampa City, Idaho	3.3274647954%
Nez Perce County, Idaho	1.2765833482%
Oneida County, Idaho	0.2371656647%
Owyhee County, Idaho	0.5554298409%
Payette County, Idaho	1.2750728102%
Pocatello City, Idaho	2.9494898116%
Post Falls City, Idaho	0.6781328826%
Power County, Idaho	0.3505171035%
Preston City, Idaho	0.1496220047%
Rexburg City, Idaho	0.1336231941%
Shoshone County, Idaho	1.2841091340%
Star City, Idaho	0.0001322772%
Teton County, Idaho	0.4258195211%
Twin Falls City, Idaho	1.8245765222%
Twin Falls County, Idaho	3.3104301873%
Valley County, Idaho	0.8074710814%
Washington County, Idaho	0.4917358652%

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**EXHIBIT C
ALLOCATION OF HEALTH DISTRICT SHARE**

Health District	Percentage of Health District Share
District 1 (Panhandle)	14.50%
District 2 (North Central)	6.87%
District 3 (Southwest)	13.38%
District 4 (Central)	31.95%
District 5 (South Central)	10.11%
District 6 (Southeastern)	11.31%
District 7 (Eastern)	11.88%

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Attachment B

**IDAHO OPIOID SETTLEMENT INTRASTATE ALLOCATION AGREEMENT
BETWEEN THE STATE OF IDAHO, HEALTH DISTRICTS, AND ELIGIBLE LOCAL
GOVERNMENTS**

SIGN-ON

By signing below I represent that I am fully authorized to enter into the Idaho Opioid Settlement Allocation Agreement on behalf on the named governmental entity, and that all necessary approvals and conditions precedent to my execution have been satisfied.

Signature: _____
Name: _____
Title: _____
Governmental Entity: _____
Date: _____

VOLUNTARY REALLOCATION

**[DO NOT FILL OUT UNLESS YOUR GOVERNMENT HAS SIGNED ON ABOVE AND
WISHES TO VOLUNTARILY REALLOCATE ITS SHARE OF FUNDS TO ITS REGIONAL
PUBLIC HEALTH DISTRICT]**

By signing below I represent that the named governmental entity does not wish to receive the funds allocated to it under the Idaho Opioid Settlement Allocation Agreement and has authorized that its share of funds instead be allocated to the following regional public health district established under Title 39, Chapter 4, Idaho Code.

Name of Public Health District: _____

Signature: _____
Name: _____
Title: _____
Governmental Entity: _____
Date: _____

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

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11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

SPECIMEN

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FACT SHEET

IDAHO OPIOID SETTLEMENT INTRASTATE ALLOCATION AGREEMENT

The Attorney General of the State of Idaho has joined nationwide settlements resolving opioid-related claims with Johnson & Johnson and three major opioid distributors. These nationwide settlements and other pending opioid-claim resolutions allow the State and participating local governments to enter into an agreement to govern how settlement funds will be allocated within the State. The Attorney General's Office has drafted a proposed Idaho Opioid Settlement Intrastate Allocation Agreement ("Agreement") with some input from local governments involved in the opioid litigation. The purpose of this document is to summarize the primary terms of the Agreement and to anticipate questions that you may have.

What Opioid Settlements Does the Agreement Apply to?

The Agreement is intended to govern the distribution of settlement funds obtained through the nationwide settlements with Johnson & Johnson and three major opioid distributors (Cardinal Health, Inc., McKesson Corp., and AmerisourceBergen Corp.) ("Nationwide Settlements"), the Purdue Pharma L.P. ("Purdue") bankruptcy, the Mallinckrodt PLC ("Mallinckrodt") bankruptcy, and any additional settlements relating to opioid litigation that involve both the State and Idaho local governments and that allow for an allocation agreement.

How Are Settlement Funds Split Between the State and Local Governments Under the Agreement?

The Agreement provides that settlement funds will be split with forty percent (40%) to the State, forty percent (40%) to participating local governments, and twenty percent (20%) to participating regional public health districts. The funds allocated to local governments will be allocated among participating counties and cities based on certain opioid metrics, as provided in Exhibit B to the Agreement. The funds allocated to the regional health districts will be allocated among participating health districts in proportion to the allocation of funds to the counties and cities within each health district's boundaries, as provided in Exhibit C to the Agreement. The Agreement also provides for funds taken from each of the above shares to compensate attorneys who have been hired by the State and local governments involved in the opioid litigation that have put in significant effort to obtain these settlement funds.

How Can a Local Government Calculate How Much Money It Will Receive Under the Agreement?

Assuming all eligible cities and counties participate in the Nationwide Settlements and the State receives the full \$120 million over 18 years, a city or county can estimate the total funds it would receive by calculating the local government share, taking forty percent (40%) of \$120 million (\$48 million), and then multiplying that amount by the percentage assigned to the city or county in Exhibit B to the Agreement. For example, if Exhibit B shows that County A would receive 10%, that county would receive 10% of the Local Government share (estimated \$48 million), totaling an estimated \$4.8 million. It is important to emphasize that each local government's share will be less if there is less than full participation from eligible cities and counties in the Nationwide Settlements. The State and local governments must come together and participate in these Nationwide Settlements to maximize the benefit for the citizens of the State.

How Can Local Governments Spend Funds Allocated Under the Agreement?

The funds allocated under the Agreement must be spent on approved opioid-abatement activities as set forth in Exhibit A to the Agreement. These approved activities include strategies, programming, and services used to expand the availability of treatment for individuals impacted by Opioid Use Disorder or co-occurring Substance Use Disorder or Mental Health conditions. The approved activities listed in Exhibit A

were developed nationally, consulting with public health officials in multiple states, experts for the states and subdivisions, and officials within the United States Department of Health and Human Services. This limitation on use of funds is also required under the Nationwide Settlements and the pending Purdue and Mallinckrodt bankruptcy plans. The Agreement includes requirements for annual reporting of spending of opioid settlement funds and other provisions to ensure compliance with this spending limitation.

Who is Eligible to Sign-On to the Agreement?

All counties and cities who are eligible to participate in the Nationwide Settlements are eligible to sign on to and receive funds under the Agreement. This includes: (1) all counties; (2) cities who currently have pending claims against Johnson & Johnson and the three distributors; and (3) all other cities with a population of 10,000 or greater. A list of eligible counties and cities can be found at <https://www.ag.idaho.gov/consumer-protection/opioid-settlement/>. Additionally, the seven regional public health districts established under Title 39, Chapter 4, Idaho Code are eligible to sign on and receive funds under the Agreement.

What Happens if a Local Government Does Not Sign on to the Agreement?

Under the Nationwide Settlements and the pending Purdue and Mallinckrodt bankruptcy plans, an intrastate allocation agreement must be signed by the State and local governments whose aggregate populations either: (1) total more than sixty percent (60%) of the population; or (2) total more than fifty percent (50%) of the population and include fifteen percent (15%) of counties within the State. If this threshold is not met, the allocation agreement is not effective and the default allocation terms of the Nationwide Settlements and the pending Purdue and Mallinckrodt bankruptcy plans will govern distribution of funds within the State. If the above threshold is met and a local government does not sign on, it will not be entitled to receive funds under the terms of the Agreement.

What if a Local Government Does Not Want to Administer Opioid Settlement Funds?

The sign-on form for the Agreement allows for a local government to sign on to the Agreement but have its share of funds under the Agreement reallocated to its regional public health district. This allows for the local government to participate in the Nationwide Settlements, which increases the overall amount of money available to distribute in Idaho, and to sign on to the Allocation Agreement and have its participation counted toward the minimum participation threshold, but not have to directly administer funds. The decision to reallocate is completely voluntary and solely within the discretion of the local government.

How do the Allocation Terms in the Agreement Compare to the Default Allocations Under the Nationwide Settlements and the Purdue and Mallinckrodt Bankruptcy Plans?

The Idaho Attorney General's Office believes the Agreement provides for more consistent and better terms than the default allocation methods. The Nationwide Settlements provide for different allocation methods than the Purdue and Mallinckrodt bankruptcy plans. Under the Nationwide Settlements' defaults, settlement funds allocated to Idaho would be split with fifteen percent (15%) to the State, fifteen percent (15%) to participating local governments, and seventy percent (70%) to a trust fund. The trust fund would be managed by a committee including both local and State representatives and used to fund opioid abatement programs, with the ultimate spending authority being held by the State. Under the Purdue and Mallinckrodt bankruptcy plans, seventy percent (70%) of the funds are to be split regionally based on regions designated by the State, with only local governments with a population of more than 400,000 directly receiving funds. The remaining thirty percent (30%) is allocated to the State. Future settlements may contain completely different default allocation methods. Under the Agreement, local governments will receive more direct funds and there will be a lower administrative burden by having a consistent distribution method across settlements.

How Can I Learn More About the Agreement?

More information is available at <https://www.ag.idaho.gov/consumer-protection/opioid-settlement/>.

If you have further questions, you may also contact the Consumer Protection Division of the Idaho Attorney General's Office at (208)-334-2424 or opioidsettlement@ag.idaho.gov