

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, July 12, 2021

4:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to today's meeting. The meeting is open to the public but due to the continued presence of COVID-19 cases in our area, we encourage those that have not received the COVID-19 vaccination, to continue to keep 6-foot physical distance from non-household members and wear face coverings when distance is unable to be maintained. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Citizens wishing to comment on business on the agenda may also communicate with the City Council through email (council@ci.moscow.id.us). Please note that Council Committee meetings are televised, videotaped and/or recorded. The meeting is streamed on YouTube and Spectrum Cable 1301. A link to stream the meeting can be found on the City website (www.ci.moscow.id.us). Thank you for your interest in City government.

REGULAR AGENDA

1. Approval of June 28, 2021 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

2. Disbursement Report June 2021 (ACTION ITEM) - Sarah Banks

Presentation of the Accounts Payable Report for the month ending June, 2021.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of June 2021.

3. Third Quarter Financial Report April 1, 2021 to June 30, 2021 for FY2021 (ACTION ITEM) - Sarah Banks

Presentation of the financial report for the third quarter of Fiscal Year 2021 (April 1, 2021 to June 30, 2021).

PROPOSED ACTIONS: Approve the FY2021 Third Quarter Report, or provide staff further direction.

4. State/Local Agreement – Construction – 3rd Street Safety Improvements Phase 1 and 2 - (ACTION ITEM) Nate Suhr / Alisa Anderson

The City applied for grants in 2017 and 2018 and was awarded both through the Local Highway Technical Assistance Council (LHTAC) under the Local Highway Safety Improvement Program (LHSIP) which is managed by LHTAC on behalf of the Idaho Transportation Department (ITD). The combined projects are located on Third Street (aka Hwy. 8) Lieuallen Street to 150' east of Lilly (Phase 1) to Jackson Street (aka US Hwy. 95) Phase 2. The project will remove and replace concrete sidewalk, upgrade ADA pedestrian ramps, install curb and gutter while eliminating unused existing driveway, and include installation of LED luminaires to increase night-time visibility.

The City has been awarded \$419,986 in federal funds for Phase 1 construction requiring a match of \$280,474 with total project costs estimated at \$496,423; in addition to a Phase 2 award of \$335,410 in

federal funds requiring a match of \$22,199 with total project costs estimated at \$361,688. Phase 1 and 2 combined total federal grant funding is \$1,175,878, city match of \$302,673, and total construction project costs of \$1,478,551. The Moscow Urban Renewal Agency is contributing \$107,750 (included in the City match listed above) to the LHSIP projects to assist with funding for the luminaires as part of their goal to improve infrastructure amenities within the Legacy Crossing District.

PROPOSED ACTIONS: Recommend approval of the State/Local Agreement(s) (Construction) and corresponding Resolution(s), Project Nos. A020(483) Key 20483 and A021(997) Key No. 21997 3rd Street Safety Improvements Phase 1 and 2, or provide staff further direction.

5. Community Development Block Grant Contract - Park Improvements (ACTION ITEM) - Alisa Anderson / Nate Suhr

The City applied for a \$225,000 Idaho Community Development Grant (ICDBG) for Public Parks Improvements from the Idaho Department of Commerce (IDOC) on September 21, 2020 and received notice of award for the full amount on November 2, 2020. The request included ADA improvements at both Mountain View Park and Indian Hills Park. The proposed combined projects will create an interconnected system of ADA available parking, pathways, and facilities that will allow full use of both parks for all members of the community. Staff anticipates the completion of both park projects in the late fall of 2021.

PROPOSED ACTIONS: Recommend approval of the Community Development Block Grant Contract for the Mountain View Park and Indian Hills Park ADA Access Projects, or provide staff further direction.

6. Indian Hills Eighth Stormwater Utility Easement Vacation (ACTION ITEM) - Bob Buvel

In 2010 The Indian Hills Trading Company, LLC granted a stormwater utility easement necessary to convey stormwater running off the Indian Hills Eighth Development through what would later become the Indian Hills Ninth development. Improvements installed within Indian Hills Ninth, Phase Two, replaced the conveyance structure within the subject easement rendering the easement unnecessary. This vacation releases the City of Moscow rights associated with said easement.

PROPOSED ACTIONS: Recommend approval of the Indian Hills Eighth Stormwater Utility Easement Vacation, or provide staff further direction.

7. Recommendation to Declare Certain Past Due Utility Bills Uncollectable and Reinstate Collection Policies (ACTION ITEM) - Gary J. Riedner

In April, 2020, in response to the COVID-19 pandemic, the City suspended certain past-due utility billing collection practices, including assessing of late fees and water shut-off procedures. These practices were suspended to provide relief to utility billing customers who were suffering financial hardship because of the effects of the pandemic. In the interim since April 2020, the City has implemented new enterprise-wide financial software, and on February 16, 2021 the City Council adopted Resolution 2021-01, which implemented a revised utility billing procedure, which placed the responsibility for payment of utility bills on the owner of the property being served by the utility. This revised utility billing procedure was implemented for the March, 2021 billing cycle.

Staff is requesting authorization to declare past due utility bills for billing periods prior to the March, 2021 billing cycle as uncollectable, as described in the attached memo from the City Supervisor. Declaring such past-due utility bills uncollectable provides relief to some utility customers from the effects of the pandemic. Staff is also requesting authorization to return to the practices of assessing late fees and shut-off procedures to assist in collection of past-due utility bills.

PROPOSED ACTIONS: Recommend authorization to declare past due utility bills for billing periods prior to the March, 2021 billing cycle as uncollectable, as described in the attached memo from the City Supervisor, and to return to the practices of assessing late fees and shut-off procedures to assist in collection of past-due utility bills, or provide staff further direction.

REPORTS

Staff Report (if needed)

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.

Public Works / Finance Committee



Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, June 28, 2021

3:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 3:00 p.m.

PRESENT: Maureen Laflin, Gina Taruscio, Sandra Kelly

OTHERS: Mayor Bill Lambert, Toni Broyles (U of I Representative)

STAFF: Gary Riedner, Tim Davis, Jen Pfiffner, Bill Belknap, Tyler Palmer, Mia Bautista, Taylor Riedner

REGULAR AGENDA

1. Approval of June 14, 2021 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Sanitation Rate Study Proposal (ACTION ITEM)- Tim Davis

The Sanitation Department has initiated discussions with FCS Group, Redmond Washington, to develop a scope of work to perform a cost of service rate study update. The methodology and policies established in the 2012 Sanitation comprehensive rate study and 2016 Sanitation rate study update will be used to inform this update. This rate study update will evaluate the sanitation system in total along with stand alone evaluations of the collection system and solid waste processing system. This update is driven by the upcoming disposal contract negotiations set for 2022-2023 between the City of Moscow and Latah County, the cities of Bovill, Deary, Genesee, Juliaetta, Kendrick, Potlatch and Troy. It will also allow the City to recalibrate the sanitation rates with information from some of the newer programs, such as roll cart collection and single stream recycling that were initiated after the initial rate study to evaluate if the cost of service has shifted from past rate study findings. Staff will form a Citizen Rate Study Committee, made up from a range of different customer classes, to review the rate study processes and findings. Staff has requested that the rate study update be completed by November 1, 2021. FCS Group will provide both a draft and final report to the City upon conclusion of the study. FCS will also prepare materials for and facilitate presentations to the Citizen Rate Committee and City Council on study assumptions, methodology, results and recommendations. The estimated budget from FCS Group to perform the rate study update is \$42,485.

PROPOSED ACTIONS: Approve the professional services agreement with FCS Group to perform the cost of service rate study update or provide staff further direction.

Davis introduced the item as written above and explained the City's agreements with surrounding areas are for disposal purposes of the actual collections. The City completed the last rate study in 2016, and the previous comprehensive rate study which included sewer, water, and sanitation was completed in 2013. The City had also previously negotiated a long-term contract with Latah Sanitation that extends out to 2035. The Committee recommended approval and that it be placed on the Council consent agenda.

3. Amendment to Joint Operating Agreement for the Pullman/Moscow Regional Airport (ACTION ITEM) – Gary J. Riedner

Riedner introduced the item by reflecting on the approved grants for the airport. Upon review of the agreement, some corrections needed to be made, including the appointment process of airport board members being at the digression of the sponsors, stating that the City would own half of the airport, and specifying a duration of the agreement. The suggested term would be for perpetuity until the contract is terminated by one of the parties. Finally, if there is an agreement between two entities in different states,

it must be sent to the State Secretary before the agreement is enforceable. After speaking with all parties, none have expressed having any issues with the agreement changes. The Committee recommended approval and that it be placed on the Council consent agenda.

Riedner introduced the item by reflecting on the grants that were approved for the airport. Upon review of the agreement, it was determined that there were some changes that need to be made including the appointment process of the airport board members, which will be at the digression of the sponsors. Another change included stating that the City would own half of the airport, which was not an issue. The agreement must also have a specified duration, and the suggested term would be for perpetuity until it is terminated by one of the parties. Finally, if there is an agreement between two entities in different states, it must be sent to the State Secretary before the agreement is enforceable. After speaking with all parties, none have expressed having any issues with the agreement changes. The Committee recommended approval and that it be placed on the Council consent agenda.

4. Sale of Current Police Station to University of Idaho (ACTION ITEM) - Gary J. Riedner

On May 21, 2019, citizens of Moscow approved the City of Moscow's proposal to issue municipal bonds to construct a new police services facility, remodel the current police facility for use as an office building, and make minor improvements to the Paul Mann Building located to the west of City Hall. On Jun. 15, 2020, the City of Moscow purchased the Haddock Building, located at the southeast corner of Washington and Fifth Street, from Gritman Medical Park, LLC, for the price of \$875,000. The purchase of the Haddock Building includes off street parking and represents significant savings over the estimated remodel costs of the current police facility. With the purchase of the Haddock Building, City Council expressed interest in selling the existing police facility since it would no longer serve the needs of the City, and was approached by representatives of the University of Idaho.

Idaho Code Title 50, Municipal Corporations, Chapter 14, Conveyance of Property, allows a city to convey real property to another governmental entity without the requirement of holding an auction if the City Council determines it is in the city's best interest to convey the property. The University of Idaho, which qualifies as a tax supported governmental unit per the requirements of I.C. 50-1403(4), has transmitted a letter of intent to the City of Moscow, noting an interest to purchase the property.

The soon-to-be-vacated Moscow Police Station facility located at 118 E Fourth Street, is approximately 9,000 sq. ft. in size and has an appraised value of \$975,000.

PROPOSED ACTIONS: Recommend the City Council declare its intent to sell the Moscow Police Station facility located at 118 E Fourth Street to the University of Idaho (U of I) for a declared value of \$975,000 and direct staff to schedule a public hearing for July 19, 2021; or provide staff further direction.

Riedner introduced the item as written above and explained the approval process. A public hearing would follow the decision and a set purchase price for the facility will need to be determined. Although the new facility is farther from downtown, most police officers are on patrol rather than in the building, making no loss of safety to the community. The Moscow Police Department is also leanly staffed, which would prove challenging to staff additional facilities rather than one. Given the 4th Street facility sale, the U of I intends to relocate the Prichard Art Gallery. The downtown zoning district is not dependent on ownership of the building but the use of the facility and therefore a gallery does not present any issues with the location. The University has also provided the City with a letter of intent on the purchase of the building. The new facility would allow the gallery to expand and give an excellent opportunity to improve the University's downtown presence with the community. The U of I is also looking to renovate the inside and outside of the building to match the downtown environment. With the recommendation of approval, the Committee agreed to forward the item to the City Council regular agenda for a public hearing.

5. Parks Staffing Proposal (ACTION ITEM) - Gary J. Riedner

Increased services levels and a lack of available staff has led to a historical review of Parks service and staffing. Research shows that as service hours required for City of Moscow Parks Properties has

increased, staffing levels have decreased. This review highlights the need to shift from relying on seasonal staff to adding full-time staff to meet current Parks properties service demands. It is proposed to add two additional full-time Parks Maintenance Workers while reducing the number of seasonal hours relied upon to meet the current needs for all parks. This would result in an estimated increase in full-time wages for Parks of \$98,342 with a reduction in part-time wages for Parks of \$94,454 (FY20 budget of \$186,680 to proposed FY22 budget of \$92,226). This shift will provide for the appropriate staffing level to meet the needs of the existing Parks Facilities in Moscow, appropriately meeting the service needs of the City.

PROPOSED ACTIONS: Recommend approval of the proposed staffing adjustment, or provide staff further direction.

Riedner introduced the item by reflecting on the previous City reorganization and current staffing. Some changes to the organization include dividing the Parks and Rec Director into two management positions; the Parks and Facilities Manager and Recreation Manager. The Parks and Recreation Commission will remain the same and will be staffed by both the Recreation Manager and Parks and Facilities Manager. Pfiffner reviewed some services that are currently being neglected due to understaffing as well as the challenges of staffing part-time positions. The department anticipates to have roughly \$99,000 unspent budgeted money due to not being able to fill the part-time positions. Off season work would be ideal for full-time employees to catch up on training and preparation for the next season. Full time employees will have more of a comparable wage to the market than part time employee wages.

REPORTS

Staff Report (if needed)

ADJOURN

The meeting adjourned at 3:53.

COMMITTEE STAFF REPORT

DATE: Monday, July 12, 2021



RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report June 2021 (ACTION ITEM) - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending June 30, 2021. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of \$3,488,516.60.

Payroll	\$1,116,513.00
Professional Services	\$213,633.00
Sanitation	\$310,201.00
Capital Outlay	\$885,070.00
Capital Outlay-Improvements	\$445,684.00
Capital Outlay-Buildings	\$63,409.00
Supplies	\$82,191.00
Utilities	\$69,531.00
Contractual Payments	\$144,318.00
ACH Wells Fargo	\$45,732.00
Total	\$3,376,282.00

STAFF RECOMMENDATION

Recommend approval and use of digital signatures to sign the Disbursements Report for the month of June 2021.

PROPOSED ACTIONS

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of June 2021.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Revenue Report June 2021
2. Disbursement Report June 2021
3. Cash & Investments June 2021

RECEIPTS REPORT FOR JUNE 2021

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	196,220.00	103,941.52	41,103.46	2,865,705.47	140,584.58	12,690.12	26,089.31	36,493.42	565.00	6,873.80	3,430,266.68
105	STREETS	34,054.48	0.00	0.00	0.00	24,581.87	0.00	0.00	1,294.68	0.00	0.00	59,931.03
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	182,840.86	0.00	0.00	-16.50	2,013.00	-60.27	184,777.09
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,340.71	0.00	0.00	0.00	0.00	0.00	0.00	5,340.71
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,474.30	0.00	0.00	0.00	0.00	0.00	1,474.30
220	WATER	0.00	0.00	0.00	0.00	628,224.07	0.00	1,021.31	0.00	0.00	0.00	629,245.38
230	SEWER	0.00	0.00	0.00	0.00	623,142.91	0.00	339.94	421.20	0.00	0.00	623,904.05
240	SANITATION	0.00	0.00	0.00	0.00	489,550.82	0.00	0.00	0.00	0.00	0.00	489,550.82
290	FLEET	0.00	0.00	0.00	0.00	84,837.66	0.00	0.00	9.75	0.00	0.00	84,847.41
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	111,976.00	0.00	0.00	0.00	0.00	0.00	111,976.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00	0.00	0.00	45.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	1,342.55	80.00	0.00	0.00	1,422.55
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	325.72	0.00	0.00	0.00	325.72
590	BOND & INTEREST	32,226.98	0.00	0.00	0.00	0.00	0.00	49.55	0.00	0.00	0.00	32,276.53
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		262,501.46	103,941.52	41,103.46	2,871,046.18	2,287,213.07	12,690.12	29,168.38	38,327.55	2,578.00	6,813.53	5,655,383.27

DISBURSEMENTS REPORT FOR JUNE 2021											
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		6/3/2021	6/10/2021	6/17/2021	6/24/2021	6/9/2021	6/18/2021		6/4/2021	6/18/2021	
		AP 6.04.2021	AP 6.11.2021	AP 6.18.2021	AP 6.25.2021	6/29/2021 7/7/2021 AP 6.09.2021 AP 6.29.2021 AP 7.07.2021	AP 6.18.2021		ID 11 ID12	ID13	
CHECK #'s		98254-98320	98321-98389	98390-98462	98463-98515	June's CC ACH's	June's ACH's		21464-21466	21467-21470	
Fund #	ACH for Wells Fargo to be Imported										0.00
101	GENERAL	101,696.39	35,891.86	6,592.13	16,400.47	9,943.02			340,015.65	338,453.84	848,993.36
105	STREETS	21,931.21	8,306.48	4,246.32	5,412.76	414.50			28,046.54	28,126.05	96,483.86
120	RECREATION AND CULTURE	22,110.66	1,513.62	8,128.16	7,814.39	8,058.88			50,247.02	66,904.22	164,776.95
121	MSD COMM. PLAY FIELDS		353.74	2,035.00		545.20			1,963.16	2,021.51	6,918.61
123	1912 CENTER		7,916.67								7,916.67
128	TRANSIT CENTER	83.79	982.61								1,066.40
220	WATER	29,653.77	69,477.00	10,802.70	11,524.84	3,904.11			45,336.11	46,214.96	216,913.49
230	SEWER	67,596.08	65,170.14	25,526.48	18,485.90	4,414.81	17,914.08		46,145.05	47,071.89	292,324.43
240	SANITATION	97,841.22	45,459.99	284.34	63.74	35.00	194,773.93		5,516.80	5,615.04	349,590.06
290	FLEET	6,851.62	1,463.04	3,343.80	305.13	1,222.84			11,869.28	11,999.39	37,055.10
295	INFORMATION SYSTEMS		12,963.70	883.30		17,194.06			20,517.39	20,448.79	72,007.24
320	WATER CAPITAL PROJECTS		217,521.69	16,575.94	419,550.89						653,648.52
330	SEWER CAPITAL PROJECTS				227.25						227.25
340	SANITATION CAPITAL PROJ				3,466.68						3,466.68
350	CAPITAL PROJECTS	63,408.70	639,080.70		34,638.58						737,127.98
355	LID CONSTRUCTION										0.00
380	HAMILTON - PARKS & REC										0.00
590	BONDS & INTEREST										0.00
	TOTAL	411,173.44	1,106,101.24	78,418.17	517,890.63	45,732.42	212,688.01	0.00	549,657.00	566,855.69	3,488,516.60

WIRE Transfers:

_____Maureen Laffin

_____Anne Zabala

_____Art Bettge

_____Sarah L. Banks, Finance Director

City of Moscow Cash and Investments Balances as of 6/30/2021		
Fund	Year to Date Balance	
General Fund	\$	10,513,687.57
Street Fund	\$	1,994,945.64
Culture & Recreation	\$	1,585,800.55
MSDCPF	\$	183,462.01
1912 Fund	\$	60,294.01
Transit Center	\$	99,684.49
Water Fund	\$	2,248,885.79
Sewer / WRRF	\$	3,898,741.17
Sanitation Fund	\$	2,988,260.02
Fleet Fund	\$	4,788,215.77
Information Systems	\$	2,724,499.33
Water Capital	\$	5,829,042.22
Sewer Capital	\$	15,008,055.37
Capital Projects	\$	7,606,433.11
Sanitation Capital	\$	6,646,401.15
LID construction	\$	26,553.75
Hamilton	\$	2,101,539.87
Bond & Interest	\$	732,108.15
LID Funds	\$	35,772.39
Payroll Service	\$	995,181.46
Total Cash & Investments	\$	70,067,563.82

COMMITTEE STAFF REPORT

DATE: Monday, July 12, 2021



RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Third Quarter Financial Report April 1, 2021 to June 30, 2021 for FY2021 (ACTION ITEM) - Sarah Banks

DESCRIPTION

Presentation the financial report for the third quarter of Fiscal Year 2021 (April 1, 2021 to June 30, 2021).

STAFF RECOMMENDATION

Recommend approval and use of digital signatures to sign the third quarter of Fiscal Year 2021 (April 1, 2021 to June 30, 2021).

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the FY2021 Third Quarter Report, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Council 3rd Qtr Financials FY21

City of Moscow
QUARTERLY FINANCIAL REPORT
Budget For Fiscal Year Ending 9/30/2021
SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

Fund	Original Budget	Final Budget	June-21 YTD	Percent of Year 75%
				Budget to Actual To Date
General Fund Revenues	16,942,594	16,942,594	16,432,616	96.99%
Salaries & Benefits	9,089,595	9,089,595	6,152,853	67.69%
Operations	3,966,954	3,966,954	2,657,191	66.98%
Capital Outlay	0	0	18,775	0.00%
Transfers	3,886,045	3,886,045	3,046,192	78.39%
Total General Fund Expenditures	16,942,594	16,942,594	11,875,011	70.09%
Street Department Revenues	2,956,724	2,956,724	2,333,349	78.92%
Salaries & Benefits	925,850	925,850	523,507	56.54%
Operations	1,080,404	1,080,404	664,282	61.48%
Capital Outlay	0	0	0	0.00%
Transfers	950,470	950,470	715,378	75.27%
Total Street Fund Expenditures	2,956,724	2,956,724	1,903,167	64.37%
Recreation & Culture Revenues	3,331,880	3,331,880	2,320,211	69.64%
Salaries & Benefits	2,132,838	2,132,838	1,056,145	49.52%
Operations	1,175,242	1,175,242	573,842	48.83%
Capital Outlay	0	0	0	0.00%
Debt Service	0	0	0	0.00%
Transfers	23,800	23,800	23,800	100.00%
Total Parks & Rec Expenditures	3,331,880	3,331,880	1,653,787	49.64%
MSD Community Playfields Revenues	148,282	148,282	96,134	64.83%
Salaries & Benefits	73,078	73,078	42,376	57.99%
Operations	71,193	71,193	28,392	39.88%
Transfers	4,011	4,011	4,011	100.00%
Total MSD Community Playfields	148,282	148,282	74,779	50.43%
1912 Center Revenues	106,100	106,100	79,577	75.00%
Operations	106,100	106,100	71,396	67.29%
Capital Outlay	0	0	0	0.00%
Total 1912 Center Expenditures	106,100	106,100	71,396	67.29%
Transit Center Revenues	29,626	29,626	34,465	116.33%
Operations	29,626	29,626	14,652	49.46%
Total Transit Center Fund	29,626	29,626	14,652	49.46%
Water Fund Revenues	6,912,676	6,912,676	4,530,725	65.54%
Salaries & Benefits	1,401,007	1,401,007	897,290	64.05%
Operations	1,872,883	1,872,883	1,092,305	58.32%
Capital Outlay	90,000	90,000	86,991	96.66%
Debt Service	0	0	230,017	0.00%
Transfers	3,548,786	3,548,786	2,683,844	75.63%
Total Water Fund Expenditures	6,912,676	6,912,676	4,990,447	72.19%
Sewer Fund Revenues	9,296,006	9,296,006	6,337,694	68.18%
Salaries & Benefits	1,286,701	1,286,701	867,723	67.44%
Operations	2,372,961	2,372,961	1,410,672	59.45%

Capital Outlay	160,000	160,000	107,800	67.38%
Debt Service	1,113,346	1,113,346	1,051,598	94.45%
Transfers	4,362,998	4,362,998	3,272,678	75.01%
Total Sewer Fund Expenditures	9,296,006	9,296,006	6,710,470	72.19%
Sanitation Fund Revenues	6,377,084	6,377,084	4,639,017	72.75%
Salaries & Benefits	159,975	159,975	101,452	63.42%
Operations	4,785,178	4,785,178	3,091,920	64.61%
Capital Outlay	0	0	20,516	0.00%
Transfers	1,431,931	1,431,931	1,073,950	75.00%
Total Sanitation Fund	6,377,084	6,377,084	4,287,838	67.24%
Fleet Management Revenues	2,829,415	2,829,415	1,082,399	38.26%
Salaries & Benefits	326,450	326,450	218,636	66.97%
Operations	2,146,765	2,146,765	251,242	11.70%
Capital Outlay	343,800	343,800	143,448	41.72%
Debt Service	11,200	11,200	2,659	23.74%
Transfers	1,200	1,200	1,200	100.00%
Total Fleet Management Expenditures	2,829,415	2,829,415	617,185	21.81%
Information Systems	1,690,912	1,690,912	1,314,241	77.72%
Salaries & Benefits	559,374	559,374	369,902	66.13%
Operations	985,038	985,038	678,668	68.90%
Capital Outlay	146,500	146,500	131,784	89.96%
Transfers	0	0	0	0.00%
Total Information Systems Expenditures	1,690,912	1,690,912	1,180,354	69.81%
Revenue for Miscellaneous Funds				
Water Construction Fund	12,219,947	12,219,947	1,310,751	10.73%
Sewer Construction Fund	14,548,202	14,548,202	2,083,603	14.32%
Sanitation Construcion Fund	6,662,522	6,662,522	313,991	4.71%
Capital Projects Fund	10,750,618	10,750,618	1,160,374	10.79%
LID Construction Fund	29,166	29,166	114	0.39%
Hamilton P & R	227,700	227,700	4,994	2.19%
Bond & Interest Debt Service Fund	1,047,400	1,047,400	522,389	49.87%
LID Bonded Debt Service Fund	26,659	26,659	1,534	5.75%
Total Miscellaneous Fund Revenue	45,512,214	45,512,214	5,397,750	11.86%
Expenses for Miscellaneous Funds				
Water Construction Fund	12,219,947	12,219,947	3,105,255	25.41%
Sewer Construction Fund	14,548,202	14,548,202	25,240	0.17%
Sanitation Construcion Fund	6,662,522	6,662,522	3,467	0.05%
Capital Projects Fund	10,750,618	10,750,618	4,813,227	44.77%
LID Construction Fund	29,166	29,166	0	0.00%
Hamilton P & R	227,700	227,700	219,702	96.49%
Bond & Interest Debt Service Fund	1,047,400	1,047,400	118,090	11.27%
LID Bonded Debt Service Fund	26,659	26,659	0	0.00%
Total Miscellaneous Fund Expenses	45,512,214	45,512,214	8,284,980	18.20%
Total City Revenue (1)	96,133,513	96,133,513	44,598,178	46.39%
Total City Expenses	96,133,513	96,133,513	41,664,069	43.34%

Note: Citizens are invited to inspect the detailed supporting records of the above financial statements.

(1) Revenues do not include beginning fund balance as a resource available in this report

COMMITTEE STAFF REPORT

DATE: Monday, July 12, 2021



RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Nate Suhr, Senior Engineering Technician

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

Moscow Urban Renewal Agency

AGENDA ITEM TITLE

State/Local Agreement – Construction – 3rd Street Safety Improvements Phase 1 and 2 - (ACTION ITEM) Nate Suhr / Alisa Anderson

DESCRIPTION

The City applied for grants in 2017 and 2018 and was awarded both through the Local Highway Technical Assistance Council (LHTAC) under the Local Highway Safety Improvement Program (LHSIP) which is managed by LHTAC on behalf of the Idaho Transportation Department (ITD). This program is federally funded and is aimed at reducing Fatal and Serious Injury crashes on roadway systems. LHSIP funds can be used for a variety of safety related projects that reduce the amount of crashes in a single or systemic area that is based on improving safety in the proposed project area. The combined projects are located on Third Street (aka Hwy. 8) Lieuallen Street to 150' east of Lilly (Phase 1) to Jackson Street (aka US Hwy. 95) Phase 2. The project will remove and replace concrete sidewalk, upgrade ADA pedestrian ramps, install curb and gutter while eliminating unused existing driveway, and include installation of LED luminaires to increase night-time visibility.

The City has been awarded \$419,986 in federal funds for Phase 1 construction requiring a match of \$280,474 with total project costs estimated at \$496,423; in addition to a Phase 2 award of \$335,410 in federal funds requiring a match of \$22,199 with total project costs estimated at \$361,688. Phase 1 and 2 combined total federal grant funding is \$1,175,878, city match of \$302,673, and total construction project costs of \$1,478,551. The Moscow Urban Renewal Agency is contributing \$107,750 (included in the City match listed above) to the LHSIP projects to assist with funding for the luminaires as part of their goal to improve infrastructure amenities within the Legacy Crossing District. Staff anticipates the project to be bid late this year with construction planned for spring of 2022.

State/Local Agreements and Resolutions for both Phase 1 and Phase 2 are attached to this report.

STAFF RECOMMENDATION

Recommend approval of the State/Local Agreement(s) (Construction) and corresponding Resolution(s), Project Nos. A020(483) Key 20483 and A021(997) Key No. 21997 3rd Street Safety Improvements Phase 1 and 2.

PROPOSED ACTIONS

ACTION: Recommend approval of the State/Local Agreement(s) (Construction) and corresponding Resolution(s), Project Nos. A020(483) Key 20483 and A021(997) Key No. 21997 3rd Street Safety Improvements Phase 1 and 2, or provide staff further direction.

FISCAL IMPACT

City matching funds contribution in the amount of \$302,673 as approved in Capital Improvement Budget.

PERSONNEL IMPACT

Community Planning and Design Staff - Engineering and Grants

ATTACHMENTS

1. 20483 SLA CN PH1
2. 21997 SLA CN PH2
3. ITD LHSIP,City;3rdStreetSafetyImprovePhase1(2021)
4. ITD LHSIP,City;3rdStreetSafetyImprovePhase2(2021)

**STATE/LOCAL AGREEMENT
(CONSTRUCTION)**

**PROJECT NO. A020(483)
3RD ST SAFETY IMPROV PH 1, MOSCOW
LATAH COUNTY
KEY NO. 20483**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and **CITY OF MOSCOW**, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested federal participation in the costs of improving pedestrian and bike safety, to consist of replacement of curb, pedestrian ramps and sidewalk, which has been designated as Project No. A020(483). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

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

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313.23 and CFR §635.410.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated July 17, 2019.
7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.
2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.

3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders, and submit all change orders to the Sponsor for their concurrence. If the Sponsor's share of any change order exceeds \$1,000.00, the State will submit a statement to the Sponsor indicating the amount owed by the Sponsor.
7. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.
8. Notify the Sponsor when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.
9. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
10. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the Sponsor summarizing the estimated and actual costs, indicating an adjustment for or against the Sponsor. Any excess funds transmitted by the Sponsor and not

required for the project will be applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

SECTION III. That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of **TWO HUNDRED EIGHTY THOUSAND, FOUR HUNDRED SEVENTY-FOUR DOLLARS (\$280,474)**, which is the Sponsor's estimated share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I), and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering and the Sponsor's match for the consulting agreement. These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering, inspection and contingencies will be approximately 16.47% of the total construction cost.
2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.
3. Authorize the State to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the Sponsor will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the costs will be increased or the nature of the completed work will be significantly changed.
4. Designate an authorized representative to act on the Sponsor's behalf regarding action on change orders. That authorized representative's name is _____, Phone No. _____.

5. When change orders are submitted by the State for approval pursuant to Section II, Paragraph 6, the Sponsor or its authorized representative shall give approval of same as soon as possible, but no later than ten (10) calendar days after receipt of the change order. If approval is delayed, any claims due to that delay shall be the responsibility of the Sponsor.
6. Upon receipt of any statement referred to in Section II, Paragraphs 6 and 10, indicating an adjustment in cost against the Sponsor, promptly remit to the State a check or warrant in that amount.
7. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
8. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

EXECUTION

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

IDAHO TRANSPORTATION DEPARTMENT

Division Administrator
Highways Construction and Operations

ATTEST:

CITY OF MOSCOW

Clerk

(SEAL)

By regular/special meeting
on _____.

cf: 20483 SLA CONST

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No: 20483

Project No: A020(483)

Project Name: 3rd St. Safety Imprv Phase 1

Sponsor: City of Moscow

Description of work: This project will improved pedestrian/bike safety with the replacement of curb, pedestrian ramps and sidewalk along with the installation of additional roadway lighting.

Date of State/Local Agreement for Project Development: 7/17/2019

TOTAL ESTIMATED COST OF CONSTRUCTION <i>Includes E&C</i>	\$670,423
APPROVED FORCE ACCOUNT WORK	\$0
PLUS PE BY STATE <i>(from 2101)</i>	\$2,000
PLUS PL BY LHTAC <i>(from 2101)</i>	\$20,000
PLUS PC <i>(from PC Agreements)</i>	\$54,000
MINUS ALL NON-PARTICIPATING PARTICIPATING TOTAL	\$250,000
	\$496,423
MATCH PERCENTAGES	
PERCENTAGE AMOUNTS	
MINUS FEDERAL MAXIMUM	
ADD OVERAGE <i>(If Any To Local)</i>	
LOCAL SHARE OF CONSTRUCTION AMOUNT	

FEDERAL	LOCAL
92.66%	7.34%
\$459,985.55	\$36,437.45
\$0	
459,986	\$0
	\$36,437

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING <i>(From above if work by contract)</i>	\$250,000
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE <i>(from PD Agreement)</i>	\$2,000
MINUS APPROVED FORCE ACCOUNT WORK <i>(From above)</i>	\$0
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL	\$3,964
<i>(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)</i>	
<i>(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)</i>	
<i>(Amounts must be supported by District Records Inspector Audit)</i>	

CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS **\$280,474**

Comments:

Construction Estimate (CN):	\$ 575,641
Non-Bid Items :	\$ -
Contingencies (5%):	\$ 28,782
Construction Engineering (CE&I 8.51%):	\$ 49,000
Construction Administration (CL 2.61%):	\$ 15,000
Construction Administration (CE .35%):	\$ 2,000
Totals:	\$ 670,423

PREPARED BY: Heather Parker

Date: 6/24/2021

**STATE/LOCAL AGREEMENT
(CONSTRUCTION)**

**PROJECT NO. A021(997)
3RD ST SAFETY IMPROV PH 2, MOSCOW
LATAH COUNTY
KEY NO. 21997**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and **CITY OF MOSCOW**, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested federal participation in the costs of improving pedestrian safety, to consist of replacing sidewalk, upgrading ADA pedestrian ramps, install curb and gutter, install LED streetlights and install thermoplastic crosswalks, which has been designated as Project No. A021(997). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

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

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313.23 and CFR §635.410.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated July 17, 2019.
7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.
2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.

3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders, and submit all change orders to the Sponsor for their concurrence. If the Sponsor's share of any change order exceeds \$1,000.00, the State will submit a statement to the Sponsor indicating the amount owed by the Sponsor.
7. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.
8. Notify the Sponsor when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.
9. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
10. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the Sponsor summarizing the estimated and actual costs, indicating an adjustment for or against the Sponsor.

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

SECTION III. That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of **TWENTY TWO THOUSAND, ONE HUNDRED NINETY-NINE DOLLARS (\$22,199)**, which is the Sponsor's estimated share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I), and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering and the Sponsor's match for the consulting agreement. These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering, inspection and contingencies will be approximately 29.53% of the total construction cost.
2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.
3. Authorize the State to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the Sponsor will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the costs will be increased or the nature of the completed work will be significantly changed.
4. Designate an authorized representative to act on the Sponsor's behalf regarding action on change orders. That authorized representative's name is _____, Phone No. _____.

5. When change orders are submitted by the State for approval pursuant to Section II, Paragraph 6, the Sponsor or its authorized representative shall give approval of same as soon as possible, but no later than ten (10) calendar days after receipt of the change order. If approval is delayed, any claims due to that delay shall be the responsibility of the Sponsor.
6. Upon receipt of any statement referred to in Section II, Paragraphs 6 and 10, indicating an adjustment in cost against the Sponsor, promptly remit to the State a check or warrant in that amount.
7. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
8. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

EXECUTION

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

IDAHO TRANSPORTATION DEPARTMENT

Division Administrator
Highways Construction and Operations

ATTEST:

CITY OF MOSCOW

Clerk

(SEAL)

By regular/special meeting
on _____.

cf: 21997 SLA CONST

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No: 21997

Project No: A021(997)

Project Name: 3rd St. Safety Imprv Phase 2

Sponsor: City of Moscow

Description of work: This project will remove and replace concrete sidewalk, upgrade ADA pedestrian ramps, install curb and gutter, install LED streetlights and install four high visibility thermoplastic crosswalks.

Date of State/Local Agreement for Project Development: 7/17/2019

TOTAL ESTIMATED COST OF CONSTRUCTION <i>Includes E&C</i>	\$316,788
APPROVED FORCE ACCOUNT WORK	\$0
PLUS PE BY STATE <i>(from 2101)</i>	\$2,000
PLUS PL BY LHTAC <i>(from 2101)</i>	\$10,900
PLUS PC <i>(from PC Agreements)</i>	\$32,000
MINUS ALL NON-PARTICIPATING PARTICIPATING TOTAL	\$0
	\$361,688
MATCH PERCENTAGES	
PERCENTAGE AMOUNTS	
MINUS FEDERAL MAXIMUM	
ADD OVERAGE <i>(If Any To Local)</i>	
LOCAL SHARE OF CONSTRUCTION AMOUNT	

FEDERAL	LOCAL
92.66%	7.34%
\$335,140.10	\$26,547.90
\$0	
335,140	\$0
	\$26,548

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING <i>(From above if work by contract)</i>	\$0
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE <i>(from PD Agreement)</i>	\$2,000
MINUS APPROVED FORCE ACCOUNT WORK <i>(From above)</i>	\$0
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL	\$2,349
<i>(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)</i>	
<i>(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)</i>	
<i>(Amounts must be supported by District Records Inspector Audit)</i>	

CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS \$22,199

Comments:

Construction Estimate (CN):	\$ 244,560
Non-Bid Items :	\$ -
Contingencies (5%):	\$ 12,228
Construction Engineering (CE&I 17.58%):	\$ 43,000
Construction Administration (CL 6.13%):	\$ 15,000
Construction Administration (CE .82%):	\$ 2,000
Totals:	\$ 316,788

PREPARED BY: Heather Parker

Date: 6/24/2021

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION OF THE 3RD STREET SAFETY IMPROVEMENTS, PHASE 1; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the Idaho Transportation Department (hereinafter "ITD") has submitted State/Local Agreement (Construction) Project No. A020(483), 3rd Street Safety Improvements, Phase 1, Latah County, Key No. 20483 (hereinafter "Agreement") stating obligations of ITD and the City of Moscow (hereinafter "City") in the cost of improving pedestrian and bike safety with the replacement of curb, pedestrian ramps and sidewalk along with the installation of additional roadway lighting.

WHEREAS, Construction is to be performed by a Professional General Contractor. The purpose of the Agreement is to set out the terms and conditions to complete the construction phase; by securing services of a professional general contractor who must follow the process outlined in the ITD Guidelines for Public Agency Projects; and

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

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

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

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

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

That the Agreement for Federal Aid Highway Project A020 (483), to construct the 3rd Street Safety Improvements, Phase 1 is hereby approved;

That the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of City; and

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

That this Resolution shall become effective as of the ____ day of July, 2021.

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

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION OF THE 3RD STREET SAFETY IMPROVEMENTS, PHASE 2; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the Idaho Transportation Department (hereinafter "ITD") has submitted State/Local Agreement (Construction) Project No. A021(997), 3rd Street Safety Improvements, Phase 2, Latah County, Key No. 21997 (hereinafter "Agreement") stating obligations of ITD and the City of Moscow (hereinafter "City") in the cost to remove and replace concrete sidewalk, upgrade ADA pedestrian ramps, install curb and gutter, install LED streetlights and install four high visibility thermoplastic crosswalks.

WHEREAS, Construction is to be performed by a Professional General Contractor. The purpose of the Agreement is to set out the terms and conditions to complete the construction phase; by securing services of a professional general contractor who must follow the process outlined in the ITD Guidelines for Public Agency Projects; and

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

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

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

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

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

That the Agreement for Federal Aid Highway Project A021 (997), to construct the 3rd Street Safety Improvements, Phase 2 is hereby approved;

That the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of City; and

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

That this Resolution shall become effective as of the ____ day of July, 2021.

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

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, July 12, 2021



AGENDA ITEM TITLE

Community Development Block Grant Contract - Park Improvements (ACTION ITEM) - Alisa Anderson / Nate Suhr

RESPONSIBLE STAFF

Nate Suhr, Senior Engineering Technician, Alisa Anderson, Grants Manager

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The City applied for a \$225,000 Idaho Community Development Grant (ICDBG) for Public Parks Improvements from the Idaho Department of Commerce (IDOC) on September 21, 2020 and received notice of award for the full amount on November 2, 2020. The request included ADA improvements at both Mountain View Park and Indian Hills Park. The proposed combined projects will create an interconnected system of ADA available parking, pathways, and facilities that will allow full use of both parks for all members of the community. The projects are further described as follows:

The Mountain View Park improvements create an interconnected system of ADA accessible parking, pathways, and facilities that will allow full use of both park areas for all members of the community. These improvements include the installation an ADA-compliant concrete pathway including retaining walls, handrails, and curb ramps connecting the north and south parking lot (designating ADA parking spaces) and the basketball/pickleball courts. The project also includes remodeling of the existing restroom to provide four (4) individual ADA accessible gender-neutral family restrooms.

The Indian Hills Park project includes the installation of an ADA accessible prefabricated concrete gender-neutral family restroom and an ADA compliant parallel parking space. These improvements will create amenities to encourage inclusivity of a wider spectrum of park patrons and to improve accessibility for all community members. The addition of a restroom will allow park patrons to spend more time at the park. The project includes the excavation of soil, installation and connection of sanitary, electrical, and water service lines to the restroom, installation of a five (5) inch thick concrete sidewalk, and the pouring of hot mixed asphalt for the new ADA parking space.

Staff anticipates the completion of both park projects in the late fall of 2021.

STAFF RECOMMENDATION

Recommend approval of the Community Development Block Grant Contract for the Mountain View Park and Indian Hills Park ADA Access Projects.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Community Development Block Grant Contract for the Mountain View Park and Indian Hills Park ADA Access Projects, or provide staff further direction.

FISCAL IMPACT

The total project cost is anticipated to be \$335,662 to include an Idaho Community Development Block Grant \$225,000; Grant Administration of \$22,500 and Engineering of \$52,000 will total City In-Kind (non-cash match) of \$74,500; and City cash match of \$36,162 will be funded from Parks Department capital accumulations.

PERSONNEL IMPACT

This project will be designed and inspected by City of Moscow Engineering Division personnel. The grant will be administered by the City of Moscow Grants Manager.

ATTACHMENTS

1. ICDBG Parks Grant Contract

IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

CFDA #: 14.228

GRANTEE NAME: City of Moscow

GRANTEE ADDRESS: 206 E. Third Street
PO Box 9203
Moscow, ID 83843

GRANTEE DUNS NO: 958856338

GRANTEE CAGE Code: 4MX5

PROJECT TITLE: Mountain View Park and Indian Hills Park Improvements Project
CONTRACT NO.: ICDBG-20-II-14-PK

This Contract is made pursuant to the Idaho Community Block Grant Program (ICDBG) and is entered into between the Idaho Department of Commerce (DEPARTMENT) and the City of Moscow (GRANTEE).

The DEPARTMENT and GRANTEE hereby agree as follows:

1. **Compliance Requirements:** GRANTEE, sub-recipients, contractors, and subcontractors, receiving ICDBG funds shall comply with 24 CFR, part 570 Community Development Block Grants and applicable subparts as amended; the terms and conditions of Federal Grant Number B-21-DC-16-0001; the procedures in the DEPARTMENT's ICDBG Application Handbook and Grant Administration Manual; and the DEPARTMENT's most current consolidated plan. GRANTEE shall also comply with the federal laws and adopted citizen participation plan as certified to by the chief elected official on the certification page of the GRANTEE's application.
2. **ICDBG Amount:** The maximum amount of ICDBG assistance awarded by this Contract is Two Hundred, Twenty-Five Thousand Dollars (\$225,000).
3. **Match:** GRANTEE shall provide One Hundred Ten Thousand, Six Hundred Sixty-Two Dollars (\$110,662) in matching funds for the purposes of completing this project. In the event costs exceed the total dollars budgeted for the project, GRANTEE shall be responsible for providing the additional funds needed to complete the project.
4. **The Project:** Attached hereto as Attachment "A" and incorporated herein is the Scope of Work and Project Schedule. At a minimum, Attachment "A" shall consist of the following components:
 - a. Construction Scope of Work
 - b. Design professional and grant administration
 - c. Equal Access Actions
 - d. National Objective
 - e. State Goal
 - f. Schedule
5. **Environmental Standards and Conditional Commitment of Funds:** GRANTEE and not the Sub-recipient hereby assumes responsibility for the completion of an environmental review process under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and related laws, as furthered by HUD regulations contained in 24 CFR part 58 and the ICDBG Grant Administration Manual. Notwithstanding any provision of this Contract, the parties hereto agree and acknowledge that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only after satisfactory completion of the ICDBG's environmental review process under 24 CFR Part 58 and issuance of the DEPARTMENT's Notice of Concurrence. The parties further agree that the payment of any funds by the DEPARTMENT under this Contract is conditioned on the DEPARTMENT's determination, in its sole discretion, to proceed with, modify or cancel the project based on the results of a subsequent environmental review and agreement upon

and implementation of the mitigation measures required by the DEPARTMENT pursuant to Section 6 of this Contract.

6. **Mandatory Mitigation Measures:** The GRANTEE must implement the mitigation measures as identified in Attachment "C".
7. **Sub-recipient Agreements:** Not Applicable.
8. **Additional Assurances:** GRANTEE shall remain fully obligated under this Contract notwithstanding GRANTEE's designation of third parties for the undertaking of all or any part of the Project that is the subject matter of this Contract.
9. **Special Conditions:** Not Applicable.
10. **Relationship of Contracting Parties and Indemnification:** Grantee specifically recognizes and acknowledges that nothing contained in this Agreement shall create, or be deemed to create between GRANTEE and the DEPARTMENT any principal-agent, master-servant, joint venture or employer-employee relationship. GRANTEE is solely responsible for the completion of the project, and agrees to complete the project in accordance with the terms of this Contract.

GRANTEE shall defend, protect, and hold harmless the Department and the State of Idaho, and all officers, employees, and agents thereof, against all claims, suits or actions arising from any act of omission or commission of GRANTEE or any of its employees, Sub-recipients or agents while performing any work, services, or activities, or providing any materials relating to or in connection with the performance of this Contract.

11. **Period of Performance:** Work on the Project covered by this Contract began on **September 21, 2020** and shall continue as set forth in Attachment "A" until the Project is completed and closed-out. If GRANTEE has not completed the Project and submitted all ICDBG close-out documents within one (1) year from the 100% Construction Complete date as set forth in Attachment "A", all remaining and unexpended ICDBG funds will be retained by the DEPARTMENT.
12. **Project Budget & Payments:** Attached hereto as Attachment "B" and incorporated herein is the Project Budget. GRANTEE shall adhere to the budget as outlined in Attachment "B." ICDBG funds cannot be shifted to new activities or between approved activities without an amendment to both Attachments "A" and "B." The use of ICDBG funds for administrative costs shall not exceed a maximum of 10% of the total ICDBG award.

GRANTEE may periodically request grant funds up to 100% of the value of work performed for all items in the ICDBG budget, except for the administration and construction line items as provided in the paragraphs below. If the DEPARTMENT is satisfied in its sole discretion with the payment request, the DEPARTMENT may pay the amount requested within thirty (30) days from receipt of the request. GRANTEE shall certify that all work that is billed to the DEPARTMENT is complete at the time of the billing. GRANTEE shall be responsible for any discrepancy or error in billing or documentation.

Payment for all ICDBG construction funds may be up to 95% of the total ICDBG construction line item as identified in Attachment "B." The remaining 5% of ICDBG construction funds shall be released upon the DEPARTMENT's approval of the GRANTEE's certificate of substantial completion and other close-out documents as determined by the DEPARTMENT.

The DEPARTMENT shall retain at a minimum 5% of the ICDBG funds budgeted for administration as identified in Attachment "B" until GRANTEE demonstrates to the DEPARTMENT's satisfaction that GRANTEE has met the national objective, achieved certificate of substantial completion, and complied with all ICDBG grant requirements. GRANTEE must submit to the DEPARTMENT all required documentation.

Eligible project costs incurred prior to this Contract's effective date may be approved at the DEPARTMENT's discretion, but only if the environmental review for that activity has been completed.

- 13. Remedy for Noncompliance:** If the DEPARTMENT determines in its sole discretion that GRANTEE has failed to comply any term or condition of this Contract, the parties agree that the DEPARTMENT's obligation to make payments under this Contract is suspended until such noncompliant issue or situation is resolved to the mutual satisfaction of both parties.

A determination of noncompliance by the DEPARTMENT may occur as a result of, but shall not be limited to, the following events:

- a. Project construction is abandoned or unreasonably delayed, or is discontinued for a period of thirty (30) consecutive calendar days, without prior written approval from the DEPARTMENT.
 - b. GRANTEE fails to cause Project construction to be completed in accordance with the requirements of this Contract.
 - c. The Project is materially damaged or destroyed by fire or other casualty and the loss, in the reasonable judgment of the DEPARTMENT, is not adequately covered by insurance.
 - d. The existence of any material or intentional misrepresentations of fact by GRANTEE in any document submitted to the DEPARTMENT in support of the grant or in connection with any of the grant documents.
 - e. GRANTEE's failure to furnish to the DEPARTMENT within thirty (30) days and without demand, a true copy of any notice or other document received by or available to GRANTEE disclosing any requirement, deficiency or the violation of any law, regulation or ordinance bearing upon the Project funded by this Contract.
 - f. The Project fails to meet ICDBG requirements as defined by the DEPARTMENT.
- 14. Contract Amendments:** The DEPARTMENT may amend this Contract on its own initiative or at the request of GRANTEE to reflect changes in the Scope of Work, Project Design or Project Budget. Such changes shall be mutually agreed upon, and evidenced by a written contract amendment. In no case shall the nature or purpose of the project be amended from what was generally described in the application.
- 15. Financial and Progress Reports:** GRANTEE shall keep books, records, and accounts of all activities related to this Contract. On each interim request for funds submitted to the DEPARTMENT, GRANTEE shall certify that the information contained in the interim request for funds is true and correct based upon GRANTEE's official accounting records. GRANTEE shall also submit a final financial report that details all costs incurred by budget line according to Attachment "B." This report shall be submitted upon completion of the Project funded by this Contract.
- GRANTEE shall submit progress reports as specified in the DEPARTMENT's Grant Administration Manual. A detailed written final report with documentation of the activities carried out and benefits generated shall be submitted to the DEPARTMENT at the conclusion of the Project. GRANTEE shall disburse ICDBG funds within 3 to 5 business days of their receipt. GRANTEE may keep up to \$100.00 in interest accrued on ICDBG funds, but shall return any amount in interest over \$100.00 to the DEPARTMENT.
- 16. Other Items and Documents:** GRANTEE shall provide the DEPARTMENT all other items and documents as the DEPARTMENT requires for the administration of this Contract within thirty (30) days of the date of the written request.
- 17. Certified Grant Administrator:** The GRANTEE is required to have under contract a Department approved Grant Administrator before expenditure of ICDBG funds. The Grant Administrator is responsible for administrative duties as outlined in the ICDBG Grant Administration Manual and in accordance with ICDBG's professional services contract.

18. **Insurance During Construction:** By executing this Contract, GRANTEE warrants that contractor(s) or other parties selected to perform construction work on the project shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Contract, the types of insurance deemed necessary by GRANTEE and the DEPARTMENT for the type and amount of construction described in Attachment "A."

Further, GRANTEE warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

- a. Workers' Compensation Insurance and Employer's Liability Insurance:

- | | |
|---------------------------|----------------------------------|
| (1) State: | Statutory Limits |
| (2) Employer's Liability: | \$100,000 per accident |
| | \$500,000 Disease, Policy Limit |
| | \$100,000 Disease, Each Employee |

- b. Comprehensive or Commercial General Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:

- | |
|--|
| (1) \$1,000,000 Each Occurrence |
| (2) \$1,000,000 Personal Injury |
| (3) \$2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment |
| (4) \$2,000,000 General Aggregate |

- c. Automobile Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include for bodily injury and property damage: \$1,000,000 Combined Single Limit

- d. Property or Builder's Risk Insurance to include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.

- e. Volunteer Liability Insurance coverage if volunteers are used to do Project work.

GRANTEE shall include these same requirements in contracts with grant sub recipients.

19. **Contract Services:** GRANTEE shall follow ICDBG procurement requirements as outlined in the DEPARTMENT's most current ICDBG Grant Administration Manual, if ICDBG funds will be paying for the services. GRANTEE shall provide the DEPARTMENT with a copy of all requested documents related to the procurement of contract services.

20. **Certification Regarding Debarment:** By executing this Contract, GRANTEE certifies to the DEPARTMENT that it will not execute a contract with parties that are identified as debarred, suspended, or ineligible as set forth in 24 CFR part 5. GRANTEE also certifies that it is not debarred, suspended, or ineligible as set forth in 24 CFR part 5.

21. **Project Signage:** Upon approval from the DEPARTMENT to proceed with construction, GRANTEE shall, unless otherwise directed by the DEPARTMENT, erect a sign located prominently at each major construction project site. The sign shall be maintained in good condition and shall not be

removed until three (3) months after the Project is completed. Project sign requirements shall be provided by the DEPARTMENT.

- 22. Representation and Warranties:** GRANTEE represents, warrants, and agrees that the Project funded by this Contract, both during construction and at the time of completion, and the contemplated use thereof, shall not violate any applicable zoning or use statute, ICDBG mitigation measure, ordinance, building code, rule or regulation, or any covenant or agreement of record. GRANTEE agrees that it will furnish documentation satisfactory to the DEPARTMENT regarding the representations and warranties made in this Section.

GRANTEE will provide evidence of ownership in the form of fee simple title or long-term lease and right of access or easements for real property on which the project is to be constructed. Clear title to all real property necessary for the successful operation of the facilities shall be guaranteed by the GRANTEE for the useful life of the project.

- 23. Use of Real Property:** GRANTEE represents and agrees that the purchase of any property and undertakings pursuant to this Contract are and will be for the purpose of providing, improving, or expanding public infrastructure or facilities. No voluntary or involuntary successor in interest of GRANTEE shall acquire any rights or powers under this Contract without prior written consent of the DEPARTMENT.

GRANTEE shall not change the use or planned use of any such property, including the beneficiaries of such use, from that for which the acquisition or improvements were made. If GRANTEE desires to change the use, GRANTEE must submit the request in writing to the DEPARTMENT for prior approval before applying the standards of 24 CFR 570.505. If changes are made without the DEPARTMENT's prior approval, all ICDBG funds disbursed to GRANTEE under this Contract shall become due and payable to the DEPARTMENT and the DEPARTMENT shall be excused from making any further disbursements of ICDBG funds under this Contract.

- 24. Conflict of Interest of Members, Officers or Employees of Grantee, Members of Local Governing Body or Other Public Officials:** No member, officer or employee of GRANTEE or its sub-recipients or agents, no member of the governing body where the Project authorized by this Contract is located, and no public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the Project funded by this Contract. The requirements of this Section are to be included in all sub-recipient agreements, subcontracts and assignments.

- 25. Audit and Monitoring:** GRANTEE shall provide the DEPARTMENT with an annual financial audit in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. The audit shall be completed by a certified public accountant during the regular annual audit cycle. GRANTEE shall provide annual audits through the last fiscal year grant funds are expended.

The DEPARTMENT may monitor and make periodic inspections and evaluations of the Project funded by this Contract and any books, accounts, reports, files, and other papers and records pertaining to the Project. GRANTEE shall make its books, accounts, reports, files, and other records available to the DEPARTMENT during regular working hours. GRANTEE shall maintain these books, accounts, reports, files, and other records for at least five (5) years following closeout of the Project.

In the event GRANTEE provides any portion of its ICDBG funds in any fiscal year to a sub-recipient, such as a special district or a non-profit organization, GRANTEE shall require the sub-recipient to comply with the audit and monitoring requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. GRANTEE shall be responsible for monitoring sub-recipient compliance with all federal and state laws and regulations including the audit requirements of this Section.

GRANTEE agrees that HUD Representatives, the Inspector General or the General Accounting Office shall also have access to all books, accounts, reports, files, and other papers, or property pertaining to the Project funded by this Contract.

26. Program Income: If the GRANTEE or its sub-recipient receives program income as defined by 24 CFR 570.489 (e) as a result of expending ICDBG funds the DEPARTMENT will require that the GRANTEE commit to a program income reuse plan with the DEPARTMENT.

27. Termination: This Contract may be terminated at any time without cause by either party upon thirty (30) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the terms of this Contract for approved Project work rendered to the date of termination.

APPROVED:

STATE OF IDAHO
Department of Commerce

CITY OF MOSCOW

Thomas F. Kealey
Director

Bill Lambert
Mayor

Date

Date

For Internal Use of the Department

Reviewed and Approved



Dennis J. Porter
Manager



Date



VaLinda Torres
Financial Specialist



Date

ATTACHMENT A

Contract No.: ICDBG-20-II-14-PK Mountain View Park and Indian Hills Park Improvements Project

A. Construction Scope of Work – Project scope of work as per application dated September 21, 2020:

Mountain View Park (MVP) work includes installation of an ADA compliant pathway, retaining walls, handrails, and curb connecting the north and south parking lot and the basketball/pickleball courts to the restroom. The existing MVP restroom will be made ADA compliant.

The Indian Hills Park (IHP) project includes purchase and installation a prefabricated restroom and water, sewer, and electrical work for the restroom. Work also includes ADA walkway and an ADA accessible parking space.

B. Design Professional and Grant Administration – Professional services necessary to design and administer the construction scope of work and the GRANTEE's plans in accordance with applicable codes and regulations.

C. Equal Access Planning

a. Furthering Fair Housing Actions – To affirmatively further fair housing the GRANTEE needs to:

- proclaim April as fair housing month and
- publicly display fair housing information.

b. 504 Accessibility and Transition Actions – The GRANTEE needs to:

- update their 504/ADA Transition Plan
- adopt (if necessary), publish, and post the Notice Under the American with Disabilities Act.

1) Limited English Proficiency (LEP) Four Factor Analysis – The GRANTEE needs to implement the action items identified in their June 2021 Four-Factor analysis.

D. National Objective – Low to Moderate Income Area Benefit (Census)

Total Population to Benefit: 21,415

Total Low to Moderate Income Persons to Benefit: 11,950 (55.80%)

E. State Goal – Public Facility / Infrastructure – New Construction

F. Schedule

Design Professional Contract Executed	July 2021
Environmental Release Mountain View Park	Complete
Environmental Release Indian Hills Park	July 2021
Solicitation of Bids (IHP)	Complete
Restroom Contract Executed (IHP)	August 2021
Start Construction (MVP and IHP)	August 2021
Second Public Hearing	September 2021
Certificate of Substantial Completion (MVP and IHP)	October 2021
Fair Housing Actions	October 2021
504 / ADA Accessibility Actions	October 2021
LEP Four Factor Analysis	Complete
Final Closeout	November 2021

ATTACHMENT B

Budget

Grantee: City of Moscow

Project No.: ICDBG-20-II-14-PK

Project: Mountain View Park and Indian Hills Park Improvements Project

LINE ITEMS	AMOUNTS			
	ICDBG Grant	City Cash	City In-Kind	Total
Administrative Expenses			\$22,500	\$22,500
Design Professional		\$8,675		\$8,675
Construction	\$225,000	\$27,487	\$52,000	\$304,487
Total Costs	\$225,000	\$36,162	\$74,500	\$335,662

ATTACHMENT C

ICDBG Mitigation Measures

Mountain View Park and Indian Hills Park Improvements Project
ICDBG-20-II-14-PK

Mitigation Measures

1. The construction contractors must comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.
2. If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and the Idaho Department of Commerce.
3. The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.
4. The contractor shall comply with the provisions of the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from Construction Activities and the Construction Storm Water Pollution Prevention Plan (SWPPP).
5. If, during the construction of the project, an underground storage tank, buried drum, other container, contaminated soil, or debris not scheduled for removal under the contract are discovered, the Contractor shall immediately notify the Engineer and the Idaho Department of Commerce. No attempt shall be made to excavate, open, or remove such material without written approval.

COMMITTEE STAFF REPORT

DATE: Monday, July 12, 2021



RESPONSIBLE STAFF

Bob Buvel

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

AGENDA ITEM TITLE

Indian Hills Eighth Stormwater Utility Easement Vacation (ACTION ITEM) - Bob Buvel

DESCRIPTION

In 2010 The Indian Hills Trading Company, LLC granted a stormwater utility easement necessary to convey stormwater running off the Indian Hills Eighth Development through what would later become the Indian Hills Ninth development. The easement gave the City of Moscow rights to own and maintain a temporary detention pond on what is now the site for the new police station and swale leading to stormwater infrastructure in Palouse River Drive. Storm sewer built in Myrtle Street with Indian Hills Ninth, Phase Two, diverted storm water from the temporary pond to a permanent pond near the intersection of Myrtle Street and Palouse River Drive. The temporary pond has been removed and this easement is no longer necessary. This vacation releases the City of Moscow rights associated with said easement.

STAFF RECOMMENDATION

Recommend approval of the Indian Hills Eighth Stormwater Utility Easement Vacation.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Indian Hills Eighth Stormwater Utility Easement Vacation,; or provide staff further direction.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Indian Hills Stormwater Easement Vacation_final

VACATION OF PERMENANT PUBLIC UTILITY EASEMENT

THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AND THE GRANTEE OF THE RIGHT OF PERMANENT UTILITY EASEMENT DESCRIBED HEREIN DOES FOREVER RELEASE, WAIVE, VACATE AND TERMINATE ITS RIGHT OF PERMANENT UTILITY EASEMENT OVER, UNDER, ACROSS AND ALONG A PORTION OF INDIAN HILLS NINTH ADDITION LOCATED WITHIN THE CITY OF MOSCOW; PROVIDING THAT TITLE TO SAID PUBLIC UTILITY EASEMENT SHALL VEST WITH THE OWNER OF THE PROPERTY AS SPECIFIED HEREIN:

An easement situated in Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, being described in Instrument No. 537584 on file with the Recorder's office of said Latah County, as shown on the attached Exhibit 'A', and being more particularly described as follows:

Commencing at the southwest corner of said Section 17, said point being a brass cap monument; thence S89°30'24"E 164.74 feet along the south line of said Section 17; thence leaving said south line, N00°29'36"E 30.00 feet to a point on the north right-of-way line of Palouse River Drive and the TRUE POINT OF BEGINNING; thence N48°21'34"E 144.98 feet; thence N10°16'15"W 91.79 feet; thence N03°35'17"W 103.90 feet; thence N04°12'52"W 107.36 feet; thence N17°45'03"E 60.83 feet; thence N45°08'30"E 32.07 feet; thence N01°00'54"W 203.82 feet parallel with and 10 feet westerly of the west right-of-way line of Myrtle Street; thence northerly 142.99 feet, along said 10 foot offset, along a curve to the right with a central angle of 15°10'16", a radius of 540.00 feet, and a chord length of 142.57 feet bearing N06°34'14"E to a point on the southerly line of an existing easement recorded as Instrument No. 524634, records of said Latah County; thence S78°24'02"E 10.01 feet along said southerly line to a point on said westerly right-of-way line of Myrtle Street; thence southerly 140.78 feet along said right-of-way line along a curve to the left with a central angle of 15°13'10", a radius of 530.00 feet and a chord length of 140.37 feet bearing S06°35'41"W; thence S01°00'54"E 221.94 feet along said right-of-way line; thence leaving said right-of-way line, S45°08'30"W 21.85 feet; thence S17°45'03"W 52.07 feet; thence S04°12'52"E 103.58 feet; thence S03°35'17"E 102.84 feet; thence S10°16'15"E 101.85 feet; thence S48°21'34"W 134.10 feet to a point on the north right-of-way line of Palouse River Drive; thence N89°30'24"W 29.81 feet along said right-of-way line to the TRUE POINT OF BEGINNING. Said Easement contains 14,120 square feet (0.32 acres) more or less.

WHEREAS said vacation of easement shall include any right to enter thereon.

WHEREAS vacation of easement described herein shall not include existing franchise rights and utilities or existing public utilities as of the effective date of this vacation.

WHEREAS Council finds it expedient for the public good and deems it to be in the public interest and of the underlying properties that the property described herein at the time of vacation be vacated to Indian Hills Trading Company, LLC.

EFFECTIVE DATE. This vacation shall be effective upon its passage and approval.

PASSED AND APPROVED by the Mayor and City Council and APPROVED the ____day of July, 2021.

CITY OF MOSCOW

Bill Lambert, Mayor

CERTIFICATION. I hereby certify that the above is a true copy of a Vacation of Public Utility Easement passed at a regular meeting of the City Council, City of Moscow, held on _____, 2021.

ATTEST

Laurie Hopkins, City Clerk

Exhibit A

PERMANENT PUBLIC UTILITY EASEMENT

INDIAN HILLS TRADING COMPANY, L.L.C., an Idaho Limited Liability Company, whose current address is P.O. Box 106 Ritzville, Washington 99169, GRANTOR, owner of real property affected hereby, in consideration of one dollar and other valuable consideration in hand paid, does hereby grant the CITY OF MOSCOW, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843, GRANTEE, and its agents and assigns, a non-exclusive permanent easement and right-of-way in which to construct and maintain public utilities, including the right to enter upon, occupy and use property located in the City of Moscow, Latah County, Idaho, to wit:

An easement situated in Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, being a portion of the Indian Hills Trading Co. LLC tract described in Deed No. 513549 on file with the Recorder's office of said Latah County, as shown on the attached Exhibit 'A', and being more particularly described as follows:

Commencing at the southwest corner of said Section 17, said point being a brass cap monument; thence S89°30'24"E 164.74 feet along the south line of said Section 17; thence leaving said south line, N00°29'36"E 30.00 feet to a point on the north right-of-way line of Palouse River Drive and the TRUE POINT OF BEGINNING; thence N48°21'34"E 144.98 feet; thence N10°16'15"W 91.79 feet; thence N03°35'17"W 103.90 feet; thence N04°12'52"W 107.36 feet; thence N17°45'03"E 60.83 feet; thence N45°08'30"E 32.07 feet; thence N01°00'54"W 203.82 feet parallel with and 10 feet westerly of the west right-of-way line of Myrtle Street; thence northerly 142.99 feet, along said 10 foot offset, along a curve to the right with a central angle of 15°10'16", a radius of 540.00 feet, and a chord length of 142.57 feet bearing N06°34'14"E to a point on the southerly line of an existing easement recorded as Instrument No. 524634, records of said Latah County; thence S78°24'02"E 10.01 feet along said southerly line to a point on said westerly right-of-way line of Myrtle Street; thence southerly 140.78 feet along said right-of-way line along a curve to the left with a central angle of 15°13'10", a radius of 530.00 feet and a chord length of 140.37 feet bearing S06°35'41"W; thence S01°00'54"E 221.94 feet along said right-of-way line; thence leaving said right-of-way line, S45°08'30"W 21.85 feet; thence S17°45'03"W 52.07 feet; thence S04°12'52"E 103.58 feet; thence S03°35'17"E 102.84 feet; thence S10°16'15"E 101.85 feet; thence S48°21'34"W 134.10 feet to a point on the north right-of-way line of Palouse River Drive; thence N89°30'24"W 29.81 feet along said right-of-way line to the TRUE POINT OF BEGINNING. Said Easement contains 14,120 square feet (0.32 acres) more or less.

GRANTOR, their successors and assigns, reserve the right to improve said easement area as long as such improvement shall not unreasonably interfere with the construction, operation, maintenance, repair and/or reconstruction of the public utilities. GRANTOR agrees that they and their heirs or assigns will not build or place any new encroachment thereon which will unreasonably interfere with the right of the GRANTEE.

GRANTEE, its agents or transferees, shall have the right to perform any maintenance it may deem necessary or wish to exercise in connection with the aforesaid utilities. Upon

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exercising these rights, GRANTEE shall restore the property to its prior condition. GRANTEE is granted the aforementioned rights, together with the rights and privileges of ingress and egress to and from said property for the above stated purposes.

It is expressly intended that the rights, burdens and restrictions contained in this Easement shall run with the land and shall bind GRANTOR AND GRANTEE, their heirs and assigns until such time this Easement is vacated by GRANTEE.

IN WITNESS WHEREOF, GRANTORS have hereunto set their hand and seal this

9th day of June, 2010.

GRANTOR:

INDIAN HILLS TRADING COMPANY, L.L.C.

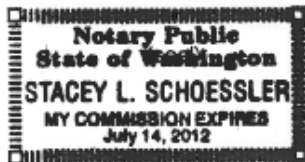
Sally Powers, Manager
by: Sally Powers, Managing Member

ACKNOWLEDGEMENT

STATE OF Washington)
County of Adams) ss

On this 9th day of June, 2010, before me, the undersigned, a Notary in and for said State, personally appeared Sally Powers, known to me to be the managing member of Indian Hills Trading Company, L.L.C. whose name is subscribed to the foregoing and acknowledged to me she executed the same as the duly authorized representative of Indian Hills Trading Company, L.L.C.

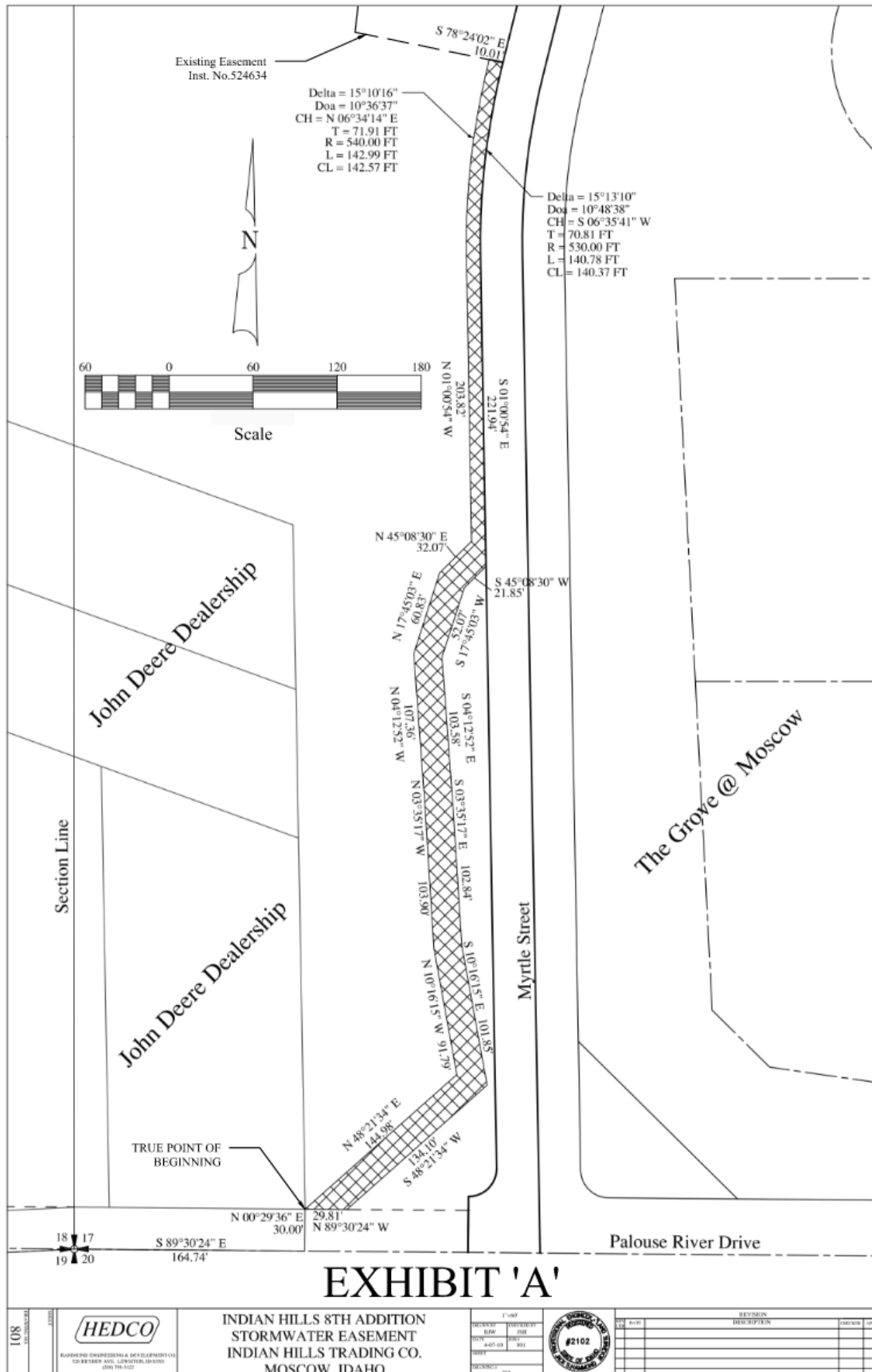
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein above written.



Stacey L. Schoessler
NOTARY PUBLIC for Stacey L. Schoessler
Residing at Ritzville
My Commission Expires: 7/14/12

PERMANENT PUBLIC UTILITY EASEMENT

Page 2 of 2



COMMITTEE STAFF REPORT

DATE: Monday, July 12, 2021



RESPONSIBLE STAFF

Gary Riedner, City Supervisor

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Recommendation to Declare Certain Past Due Utility Bills Uncollectable and Reinstate Collection Policies (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

In April, 2020, in response to the COVID-19 pandemic, the City suspended certain past-due utility billing collection practices, including assessing of late fees and water shut-off procedures. These practices were suspended to provide relief to utility billing customers who were suffering financial hardship because of the effects of the pandemic. In the interim since April 2020, the City has implemented new enterprise-wide financial software, and on February 16, 2021 the City Council adopted Resolution 2021-01, which implemented a revised utility billing procedure, which placed the responsibility for payment of utility bills on the owner of the property being served by the utility. This revised utility billing procedure was implemented for the March, 2021 billing cycle.

Staff is requesting authorization to declare past due utility bills for billing periods prior to the March, 2021 billing cycle as uncollectable, as described in the attached memo from the City Supervisor. Declaring such past-due utility bills uncollectable provides relief to some utility customers from the effects of the pandemic. Staff is also requesting authorization to return to the practices of assessing late fees and shut-off procedures to assist in collection of past-due utility bills.

STAFF RECOMMENDATION

Recommend authorization to declare past due utility bills for billing periods prior to the March, 2021 billing cycle as uncollectable, as described in the attached memo from the City Supervisor, and to return to the practices of assessing late fees and shut-off procedures to assist in collection of past-due utility bills.

PROPOSED ACTIONS

Recommend authorization to declare past due utility bills for billing periods prior to the March, 2021 billing cycle as uncollectable, as described in the attached memo from the City Supervisor, and to return to the practices of assessing late fees and shut-off procedures to assist in collection of past-due utility bills, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. memo-Past Due Utility Billing Memo 7.8.21
2. Resolution 2021-01 Property Owner Tenant Utility Billing Policy



Memo

To: Mayor & City Council

From: Gary J. Riedner, City Supervisor

cc: Sarah Banks, Finance Director, Renee Tack, Assistant Finance Director

Date: July 8, 2021

Re: Past Due Utility Bills

In April, 2020, in response to the COVID-19 pandemic, the City suspended certain past-due utility billing collection practices, including assessing of late fees and water shut-off procedures. These practices were suspended to provide relief to utility billing customers who were suffering financial hardship because of the effects of the pandemic. In the interim since April 2020, the City has implemented new enterprise-wide financial software, and on February 16, 2021, the City Council adopted Resolution 2021-01, which implemented a revised utility billing procedure, which placed the responsibility for payment of utility bills on the owner of the property being served by the utility. This revised utility billing procedure was implemented for the March, 2021 billing cycle.

Staff has run an analysis of the current utility bills greater than 60-90 days past due, see the chart below, which, if declared uncollectable, would provide relief to utility customers suffering from the adverse economic effects of COVID-19, as well as have the added benefit of separating utility bills incurred prior to the revised utility billing procedure adopted through Resolution 2021-01.

Gross amount: \$143,054

Customer Type	Amount	Percentage of Total
Residential	\$87,960	61.5%
Commercial	\$42,576	29.8%
Multi-Family	\$9,551	6.7%
Sewer Only	\$2,967	2%

Utility	Amount	Percentage
Water	\$49,003	34.3%
Sewer	\$62,622	43.8%
Sanitation	\$28,677	20.0%
Street Light	\$2,520	1.9%

If City Council elects to declare such past-due utility bills as uncollectable, the amounts will be written off against the individual utilities' current year revenue. Going forward, the directives of Resolution 2021-01, placing the responsibility for payment of utility bills on the owner of the property being served by the utility, along with the collection practices and shut off policy detailed in the City of Moscow Utility Billing Policy that was approved by City Council will be enforced.

RESOLUTION NO. 2021 – 01

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR A REVISED UTILITY BILLING PROCESS, TO BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and Council have an interest in promoting the health, safety and the general welfare of all citizens of the City of Moscow; and

WHEREAS, Idaho cities are authorized by Idaho Constitution Article XII, Section 2, to enforce, within the city limits all such local police, sanitary and other regulations as are not in conflict with the city's charter or with the general laws of the state; and

WHEREAS, the City has a system for the collection, transmission and disposal of sanitary sewage from domestic, commercial, industrial and such other uses and purposes for which said system may be used (MCC Title 5, Chapter 3, Section 3-1, et seq.); and

WHEREAS, the City is authorized to impose and cause to be collected fees for services provided by the City, which includes fees for water, sewer and sanitation (I.C. 63-1311); and

WHEREAS, the City shall establish by rule and regulation a system of billing, collection and enforcement of all water charges (MCC Title 5, Chapter 4, Section 4-12); and

WHEREAS, the City is authorized to recommend rules and regulations to enforce the provisions of Chapter 4, Water Regulations (MCC Title 5, Chapter 4, Section 4-25); and

WHEREAS, the City's recently purchased financial management software will aid in better managing customer utility accounts, which includes updating customer accounts and payment preferences, creating reports and assisting with the monthly electronic and paper billing of utility accounts; and

WHEREAS, the City's current practice of utility billing has resulted in challenges in collection of unpaid balances from property owners when a tenant fails to pay their utility bills and the City resources being spent to collect on these unpaid accounts has led to the recommended revised billing process as reflected in the attached exhibits; and

WHEREAS, the proposed changes to the City's utility billing process is to address the deficiencies in the current process for collection of past due accounts and to better utilize the City's resources, ensure services being provided by the City are being paid by the property owner, and to provide a legally defensible method for the City to collect fees owed.

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

The following are the approved regulations for all utility billing, collection and enforcement:

1. City of Moscow Utility Billing Policy, attached as Exhibit A.
2. City of Moscow Utility Billing Application, attached as Exhibit B.
3. City of Moscow Utility Billing Directive (Non-Owner Occupied Arrangement), attached as Exhibit C.

SEVERABILITY. Provisions of this Resolution and said Agreement shall be deemed severable and the invalidity of any provision of this Resolution shall not affect the validity of the remaining provisions.

EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval.

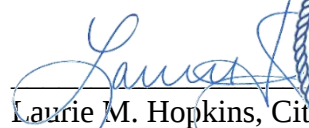
PASSED AND APPROVED by the Mayor and City Council of the City of Moscow, Idaho, this 16th day of February, 2021.



Bill Lambert, Mayor

CERTIFICATION. 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 February 16, 2021.

ATTEST:



Laurie M. Hopkins, City Clerk



ATTACHMENT A

MOSCOW UTILITY BILLING POLICY

Billing a non-owner occupant (TENANT) is permitted by this policy, upon completing an application for services and direct bill authorization to send the bill directly to a TENANT. The Property Owner (OWNER) is responsible for all utility billings assessed to the property regardless of the party utilizing the service.

Section 1. Sign-up (Initiation) Procedures

1. Initiation of service to a property can be made in person at the Utility Billing Office, 206 E. Third Street (City Hall) or by telephone, 208-883-7043. Initiation of service will soon be available through the City of Moscow's website. Completion of a Utility Billing Application for City Services, which includes but is not limited to, Water/Sewer/Sanitation/Stormwater/Streetlights is required before activation of residential service.
2. City of Moscow Utility Billing Department shall prepare and mail utility bills to the address provided in the Utility Billing Application at the time of initiation of service. Applicants may opt to receive e-bills when that service is available. Failure to receive a bill, regardless of the cause, shall not constitute a waiver by the City of Moscow of amounts owing for utility services or penalties.
3. Each utility bill is prepared and mailed on approximately the first of each month and due by the 20th of that month. If payment has not been made by the next utility billing date, a bill statement (including past due balance) shall be mailed to the address provided in the Utility Billing Application. If payment has not been made by the delinquency date, the 10th of the following month, a late fee of \$15.00 (set by City Council Resolution) shall be added to the delinquent utility bill and all provisions of the utility shut-off policy (defined in current fee resolutions) shall apply.
4. OWNER or TENANT may not initiate or reinstate service to a property without satisfaction within 30 days of all outstanding bills for utility services to that property. Services may not be reinstated until the outstanding balance has been satisfied. A shut-off fee of \$30 will be charged for reconnecting water service.

Section 2. Deposits

1. An OWNER will be excused from paying a utility service deposit only if they

are recorded as the property owner by the records of Latah County Recorder.

2. All TENANT accounts are required to provide a conditionally refundable deposit of \$100 for residential accounts or \$175 for commercial accounts at the time of initiation of service. The deposit amount may be adjusted by City Council Resolution. Deposits will remain in the TENANT account until either the OWNER or City closes the account.
3. Any person or entity with a history of non-payment or delinquent payments to the City of Moscow or any department thereof, regardless of when such delinquencies occurred, may be refused service or may be required to pay double the deposit amount, at the sole discretion of the City. In all instances, the delinquency(ies), including applicable penalties, interest and collection costs, must be paid in full before service will be initiated or reinstated.
4. Roll-off container deposits may be required based on amounts set by City Council Resolution and in accordance with policies proposed by the contract waste hauler and adopted by City Council Resolution.
5. At the closing of a utility account, the amount of any remaining deposit shall be applied to any outstanding balance owing on the account, after any outstanding balance has been paid in full, any amount remaining of the deposit shall be refunded. If OWNER pays the remaining balance up to or exceeding the deposit amount, the deposit will be refunded to OWNER.

Section 3. Non-Owner-Occupied Property

1. A TENANT may not initiate service. Services will only be provided when City has received a Utility Billing Directive for City utility service signed by the OWNER, or the OWNER's duly authorized agent, which acknowledges responsibility for all bills for utility services to the property. The Utility Billing Directive may be incorporated into a lease/rental agreement or renewal agreement that is signed by OWNER and TENANT and then provided to the City.
2. When a TENANT account is closed (either by action of the OWNER or City) and any outstanding balance exceeding remaining deposit are owed on the account, a notice shall be mailed to the OWNER informing OWNER of the outstanding balance owed.

3. If the outstanding account balance has not been paid within 30 days of account closure, utility services to the property may be terminated. Services may not be reinstated until the outstanding balance has been satisfied. A shut-off fee of \$30 will be charged for reconnecting water service.
4. If requested, assessments of balances including TENANT and OWNER will be provided to the title company or bank at time of property sale or foreclosure. The City reserves the right to notify the title company of delinquent accounts.

Section 4. Owner Occupied Property

1. OWNER may not initiate or reinstate service to a property without satisfaction within 30 days of all outstanding bills for utility services to that property. Services may not be reinstated until the outstanding balance has been satisfied. A shut-off fee of \$30 will be charged for reconnecting water service.
2. If requested, City will provide notice of all account balances including TENANT and OWNER accounts to the title company or bank upon sale or foreclosure. The City reserves the right to notify the title company of delinquent accounts.

Section 5. Delinquent Accounts

1. All delinquent accounts will be charged a late fee in the amount of \$15 as established by Council Resolution. All current and delinquent amounts must be paid in full before service to the property will be restored. A shut-off fee of \$30 will be charged for reconnecting water service.
2. Property Owner will be notified as soon as account becomes delinquent. OWNER will receive a copy of each delinquency notice that is sent to the TENANT.
3. Arrangements for late payments can be made with the Utility Billing Department. Failure to meet a deadline of an arrangement will result in service being terminated, and a late fee of \$15 shall be assessed. Three (3) broken arrangements in a twelve (12) month period will prohibit further arrangements on the account for the next twelve (12) months.
4. The City will not accept responsibility for damage to property and equipment for inconvenience or for loss of opportunity resulting from discontinuation of service in compliance with this policy.

ATTACHMENT B



Phone: (208) 883-7043
Fax: (208) 883-0737
206 E. Third Street
Moscow, ID 83843

MOSCOW UTILITY BILLING APPLICATION FOR USE OF CITY UTILITY SERVICES

PROPERTY OWNER(S) INFORMATION: _____

NAME(S): _____
MAILING ADDRESS: _____
E-MAIL ADDRESS TO RECEIVE E-BILLS: _____
PHONE NUMBERS: _____

PROPERTY OWNER'S UTILITY BILLING ACCOUNT #: _____

SERVICE ADDRESS: _____

REQUESTED START-UP DATE: _____

The undersigned, being the property owner of the above described property and account, does hereby request services for city utilities, which includes, but is not limited to, water, sewer, sanitation, stormwater, and streetlights, to be activated and provided to the above described service address.

I/we do hereby acknowledge that I/we have been advised, and I/we agree, that /we will remain legally responsible and liable for unpaid account balances for utility services, as provided by Title 5 of Moscow City Code, assessed against the service address, regardless of who uses the service. I/we further acknowledge that the City may pursue any available legal remedies for nonpayment of any and all unpaid balances due for utility services, including but not limited to discontinuing utility services and placing a lien on the real property to secure all amounts due.

ANY UNPAID BALANCES ARE THE RESPONSIBILITY OF THE PROPERTY OWNER. SERVICES MAY BE DISCONTINUED FOR NON-PAYMENT AND WILL NOT BE REACTIVATED UNTIL THE UNPAID BALANCE IS PAID IN FULL. LIENS MAY BE PLACED ON THE PROPERTY FOR NON-PAYMENT.

I certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I am the property owner and/or have the authority to bind Property Owner to the terms of this application.

Signed: _____ Dated: _____
Property Owner/Authorized Agent

Printed Name: _____ Phone #: _____

Address: _____ City, State, and Zip: _____

ATTACHMENT C



Phone: (208) 883-7043
Fax: (208) 883-0737
206 E. Third Street
Moscow, ID 83843

MOSCOW UTILITY BILLING DIRECTIVE FOR USE OF CITY UTILITY SERVICES

PROPERTY OWNER(S) INFORMATION: _____

NAME(S): _____
MAILING ADDRESS: _____
E-MAIL ADDRESS TO RECEIVE E-BILLS: _____
PHONE NUMBERS: _____

PROPERTY OWNER'S UTILITY BILLING ACCOUNT #: _____

SERVICE ADDRESS: _____

TENANT INFORMATION:

NAME(S): _____
MAILING ADDRESS: _____
E-MAIL ADDRESS TO RECEIVE E-BILLS: _____
PHONE NUMBERS: _____
MOVE IN DATE: _____
ROLL CART AND RECYCLING TOTE SIZE: _____

The undersigned, being the property owner of the above described property and account, does hereby instruct the City of Moscow (CITY) to send the monthly billing statement for city utility services, which includes, but is not limited to, water, sewer, sanitation, stormwater, and streetlights, to the above referenced address in care of the tenant and relinquishes my/our authority to terminate services to the property while occupied by tenant.

I/we understand that billing for services will remain in the above referenced "**Property Owner**" name and sent in care of the person named herein at my/our request. I/we will notify CITY of vacancy for a final read and I/we will be held responsible for any charges incurred up to notification to CITY. I/we further agree that subsequent tenants shall be authorized to receive billings on the account only after Property Owner submits a new Directive Billing Application.

I/we do hereby acknowledge that I/we have been advised, and I/we agree, that I/we will remain responsible for unpaid account balances for city utility services, as provided by Title 5 Moscow City Code. I/we acknowledge that I/we will not receive monthly statements for this account. If the account becomes delinquent I/we will receive a copy of each delinquency notice that is sent to the tenant. I/we further acknowledge that the City may pursue any available legal remedies for nonpayment of any and all unpaid amounts due for city utility services, including but not limited to discontinuing utility services and placing a lien on the real property to secure all amounts due.

THIS REQUEST SHALL REMAIN VALID UNTIL THE PROPERTY OWNER NOTIFIES THE CITY OF MOSCOW AND/OR A NEW DIRECTIVE IS FILLED OUT AND FILED WITH THE CITY AT 206 E. THIRD STREET, MOSCOW, IDAHO 83843.

A NEW TENANT'S NAME WILL NOT BE ADDED UNTIL THE CURRENT ACCOUNT IS PAID IN FULL. ANY UNPAID BALANCES ARE THE RESPONSIBILITY OF THE PROPERTY OWNER

REGARDLESS OF THE "USER". SERVICES MAY BE DISCONTINUED FOR NON-PAYMENT AND WILL NOT BE REACTIVATED UNTIL THE UNPAID BALANCE IS PAID IN FULL.

DO YOU AUTHORIZE THE CITY OF MOSCOW TO MAKE PAYMENT ARRANGEMENTS WITH TENANTS? YES _____ NO _____

I certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I am the property owner and/or have the authority to bind Property Owner to this Directive.

Signed: _____ Dated: _____
Property Owner/Property Manager

Printed Name: _____ Phone #: _____

Address: _____ City, State, and Zip: _____

I, Tenant(s), authorize the City of Moscow to directly bill me for services at the property address noted above. I, Tenant, acknowledge that nothing herein shall affect any separate rental agreement with Property Owner.

I certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I am Tenant(s) in this Billing Directive.

Signed: _____ Dated: _____
Tenant(s)

Printed Name: _____ Phone #: _____

Address: _____ City, State, and Zip: _____