Public Works / Finance Committee

Regular Meeting
~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday November 8, 2021	**3:00 PM**	**Council Chambers 206 E. Third St.**

The Moscow Mayor, City Council and Staff welcome you to today's meeting. This meeting is open to the public, however attendees in City Hall are required to practice physical distancing, or wear a face covering when physical distancing is not possible. Attendees are also subject to protocols established by Governor Littles' Stay Healthy Guidelines of the Idaho Rebounds Plan. If you do not have a mask, a disposable mask will be provided. 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 are encouraged to communicate with the Mayor and City Council by phone or email (council@ci.moscow.id.us) in order to respect social distancing protocol. Please note that Committee meetings are televised, videotaped and/or recorded. Links to view the Committee meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

REGULAR AGENDA

1. **Approval of Public Works/Finance Committee October 25, 2021 Minutes (ACTION ITEM) - Taylor Riedner**

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

   Staff will present the Accounts Payable Report for the month ending October 2021. An updated September report with final FY2021 revenue figures is also attached.

   PROPOSED ACTIONS: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of October 2021, or provide staff further direction.

3. **Appaloosa Court Development Agreement (ACTION ITEM) – Bob Buvel**

   The Appaloosa Trailer Court is located on the Old Pullman Highway outside of the Moscow city limits. The property currently contains approximately 66 mobile home spaces. The Idaho Department of Environmental Quality (DEQ) has notified the owner of the property that the septic system currently serving the trailer court is out of compliance with DEQ wastewater treatment regulations. In an effort to bring the property into compliance, the owner is proposing to connect the property's sanitary sewer system to the City of Moscow's sewer system by constructing approximately 4,000 feet of sewer main across University of Idaho property. On July 1, 2019, City Council decided it was in the public's best interest to provide sanitary sewer service to Appaloosa Court if the owner agreed to enter into a development agreement. The City Council decided that in the agreement the owner would agree to waive future rights to protest annexation, pay the general facilities charge in place at the time of connection, pay the current out-of-city rate of 200% of the in-city rate, and require City approval of any future development. The owner of the Appaloosa Trailer Court is now preparing to construct the utility connection and Staff has prepared the development agreement for Council's consideration and approval.

   PROPOSED ACTIONS: Recommend approval of the Appaloosa Court Development Agreement, or provide staff further direction.

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

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

   PROPOSED ACTIONS: Recommend adoption of the proposed Resolution, or provide staff further direction.

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

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

   PROPOSED ACTIONS: Recommend adoption of the proposed Resolution directing the use of the City's allocated ARPA funds, or provide staff further direction.

6. **Idaho Community Block Grant Request - Fire Engine - (ACTION ITEM) - Alisa Anderson / Brian Nickerson**

   City Staff is proposing to submit a funding request to the Idaho Department of Commerce under the Idaho Community Development Block Grant program in an amount not to exceed $500,000 to assist with the purchase of a new fire engine under the Public Facilities funding category. Grant application requirements require the City to approve and execute the Certifications and Assurances and a Citizen Participation Plan. Also, as a requirement to submit a funding request, the City must hold a public hearing which will include an overview of the grant application, scope of work, budget, schedule, benefits of the project, how the funds will benefit low- and moderate-income persons, and the proposed project location. This hearing is scheduled to be held at 7:00 p.m. on November 15, 2021, before the City Council.

   PROPOSED ACTIONS: Recommend approval to submit a funding request to the Idaho Department of Commerce under the Idaho Community Block Grant program for an amount not to exceed $500,000 to assist with the purchase of a new fire engine under the Public Facilities funding category and approval of the Certifications and Assurances and a Citizen Participation Plan to be included in the grant application, or provide staff further direction.

REPORTS

Water Reclamation Annual Report - Evan Timar

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~

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Laurie M. Hopkins
City Clerk

208.883.7015

Monday October 25, 2021	**3:00 PM**	**Council Chambers 206 E. Third St.**

The meeting was called to order at 4:00 p.m.
PRESENT: Anne Zabala, Maureen Laflin, Art Bettge
OTHERS: Mayor Bill Lambert, Council Member Gina Taruscio, Council Member Sandra Kelly, Scott Becker (Hodgin Associates)
STAFF: Gary Riedner, Bill Belknap, Tyler Palmer, Aimee Hennrich, Chief James Fry, Taylor Riedner

REGULAR AGENDA

1. **Approval of Public Works/Finance Committee October 11, 2021 Minutes (ACTION ITEM) - Taylor Riedner**

The minutes were approved as presented.

2. **Lot Line Adjustment Between 1421 and 1427 Lanny Lane, 1228 Ponderosa Drive, and 1204 Tamarack Drive (ACTION ITEM) - Aimee Hennrich**

   The applicant, Mark Pica, is requesting a lot line adjustment between four properties located at 1421 and 1427 Lanny Lane, 1228 Ponderosa Drive, and 1204 Tamarack Drive. The proposed lot line adjustment would reduce 1421 Lanny Lane from 12,185 sf to 10,784 sf and expand 1228 Ponderosa Drive from 17,193 sf to 18,594 sf in size. Additionally, the proposed lot line adjustment would reduce the lot at 1427 Lanny Drive from 11,215 sf to 10,816 sf and would expand 1204 Tamarack from 15,958 sf to 16,357 sf in size. The applicant is requesting the lot line adjustment in order to realign the rear lot lines to better fit the existing fences at 1228 Ponderosa Drive and 1204 Tamarack Drive. The two Lanny Lane lots are currently under construction with new single-family homes and the lots on Ponderosa and Tamarack both contain existing single-family homes. The subject properties are located within the Low Density, Single-Family Residential Zoning District (R-1) which requires a minimum lot area of 9,600 sf and a minimum lot width of 80 feet. Setbacks are required to be 25 feet in the front, 20 in the rear and a combined total of 15 on the sides. The proposed lots will meet all zoning requirements as a result of the proposed lot line adjustment.

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

Hennrich introduced the item as written above. Properties to the southeast and southwest were not affected due to the pre-existing fence line and were not approached regarding the lot line adjustment. The Committee recommended approval and that it be placed on the Council consent agenda.

3. **Idaho Department of Environmental Quality Electric Vehicle Supply Equipment Program Grant Proposal (ACTION ITEM) - Bill Belknap**

   The Idaho Department of Environmental Quality Electric Vehicle Supply Equipment (EVSE) program provides cost-shared funds for direct current fast charger (DCFC) equipment. The program is funded from the Volkswagen Emissions Settlement and is intended to create a network of electric vehicle charging services for the public along the State's highway network. The program currently has $2.1 Million on funding remaining and prioritizes the installation of DCFC equipment that is located within one-half mile of Idaho's highway system and which provides 24-hour access, are well-lit, and are located in close proximity to shopping or dining. Staff reviewed several locations and determined that the South Jackson Parking lot next to the downtown restroom would be the preferred location for this facility. The location is in close proximity to both U.S. Highway 95 and State Highway 8, is adjacent to a public restroom facility, and in close proximity to shopping and dining establishments downtown. The grant program funds 100% of the cost of installation and five years of maintenance and operation when located upon publicly owned property. The City would be responsible for maintaining the EVSE station for five years after installation, which would be funded by the grant. It is anticipated that the City would propose to install two DCFC stations and would publish a Request for Proposals (RFP) from companies interested in providing, installing, and operating and maintaining the facility for the required 5-year period. Once a respondent has been selected and project costs are identified, the City would submit the grant application to the State of Idaho to fund the project. Completion of the ESVE station installation would be dependent upon available grant funding. Staff is seeking Council approval of the proposed project and authorization to proceed with the publication of the RFP.

PROPOSED ACTIONS: Recommend approval of the project and publication of the Request for Proposals; or provide staff further direction.

Belknap introduced the item as written above and provided background to the charging station program. The Clearwater River Casino is the closest project that EVSE has funded. The City has already consulted with Avista to confirm installation in proposed locations would not be an issue. The RFP will likely go out later this fall with submission of the grant application early next year and finally the installation following that fall. The proposed charging stations would accompany all electronic vehicles, including a port for Teslas to use their adaptors. The structure of these units would not affect the restroom facility located nearby unless an addition was added to the existing facility. Currently, the City has only proposed changing the restroom signage and not the building itself. Staff may modify the city code to allow citations for excessive parking or not using the spaces for the intended purpose. Charging stations include monitoring of excessive charging times, and users may be billed for excessive idling. The recommended parking locations are not currently handicapped parking, and one of the two spots was primarily used by a farmers market trailer. Maintenance after five years may be re-negotiated, and the City may review how to continue the agreement in the future. The City plans to reach out to other businesses to take advantage of the opportunity since it is available to public and private entities. Funding is available at 100% for public locations, 80% for private locations with public access, and 60% for private locations. The Committee recommended approval and that it be placed on the Council consent agenda.

REPORTS

Staff Report (if needed)

No report.

ADJOURN

The meeting adjourned at 3:20 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, November 8, 2021

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report October 2021 (ACTION ITEM) - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending October 31, 2021. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of $4,504,631.73.

Payroll	$1,109,759.00
FY21 Professional Services	$160,377.00
FY22 Professional Services	$132,337.00
FY21 Sanitation	$319,497.00
FY21 Capital Outlay	$663,890.00
FY22 Capital Outlay	$18,563.00
FY21 Capital Outlay - Improvements	$228,700.00
FY22 Capital Outlay - Improvements	$46,898.00
FY21 Capital Outlay -Buildings	$871,274.00
Supplies	$151,475.00
FY21 Utilities	$78,370.00
Contractual Payments	$386,551.00
ACH Wells Fargo	$45,823.00
ACH's	$3,562.00
Insurance	$139,863.00
Total	**$4,356,939.00**

STAFF RECOMMENDATION

Approve the disbursement report and use of digital signatures to sign the Disbursements Report for the month of October 2021.

PROPOSED ACTIONS

PROPOSED ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of October 2021 or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report for October 2021
2. Revenue Report for October 2021
3. Cash & Investments October 2021

4. Major Expenditures Report for October 2021

DISBURSEMENTS REPORT FOR OCTOBER 2021

	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	WELLSFARGO CC ACH	ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
			FY2021		FY2021		FY2021		FY2021	FY2021		FY 2021				
DATE		10/8/2021	10/8/2021	10/14/2021	10/14/2021	10/21/2021	10/21/2021	10/28/2021	10/28/2021	10/12/2021 10/26/2021	10/12/2021 10/26/2021	10/15/2021	10/14/2021 10/27/2021	10/8/2021	10/22/2021	
BATCH #		AP 10.06.2021	AP 10.07.2021	AP 10.13.2021	AP 10.14.2021	AP 10.20.2021	AP 10.21.2021	AP 10.28.2021	AP 10.27.2021	AP 10.01.2021 FY2021 AP 10.21.2021 FY2021	AP 10.04.2021 FY2022 AP 10.22.2021 FY2022	AP 10.15.2021	AP 10.14.2021 AP 10.27.2021	ID 22	ID 23	
CHECK #'s		99449-99484	99485-99600	99601-99633	99634-99686	99687-99728	99729-99748	99756-99806	99750-99755	September CC ACH's	October CC ACH's	September ACH's	99669,99670,99713	21496-21497	21498-21501	
Fund #																
101	GENERAL	75,016.37	108,860.83	7,374.82	9,836.47	4,694.13	4,937.95	23,218.10		13,408.29	4,334.22		(558.09)	323,178.16	347,449.17	921,750.42
105	STREETS	6,293.57	25,072.84	221.81	84,387.57	48,044.67	62.99	8,835.94	41,154.00	381.11	44.66		(380.40)	26,297.64	28,235.21	268,651.61
120	RECREATION AND CULTURE	26,169.62	17,288.99	14,133.27	8,729.14	2,025.99	1,000.86	678.83		6,346.14	1,127.29		(2,505.47)	48,714.95	54,319.29	178,028.90
121	MSD COMM. PLAY FIELDS	426.52			7,871.81		209.00						(3,677.16)	2,005.17	2,515.60	9,350.94
123	1912 CENTER	1,329.70		7,916.67												9,246.37
128	TRANSIT CENTER	1,458.38	245.41	982.61	13.28	410.91				29.86			(6.64)			3,133.81
220	WATER	113,382.24	99,877.85	1,930.42	27,361.85	374.80	133.81	13,878.14		2,627.41	113.82		(2,840.86)	50,537.34	50,251.36	357,628.18
230	SEWER	27,542.43	55,374.55	48,957.09	8,923.25	12,156.16	7,130.81	81,801.66		1,623.60	2,406.98	17,914.08	(413.91)	48,535.18	48,314.83	360,266.71
235	STORMWATER			136.58				253.65			38.47				2,209.11	
240	SANITATION	1,284.84	4,366.93	47.62	116,309.16			912.43				190,316.90		5,521.09	7,326.78	326,085.75
290	FLEET	4,061.28	26,614.53	2,021.81	163.62	3,214.38	3,151.12	2,161.02	998.56	321.99				11,877.49	11,981.98	66,567.78
295	INFORMATION SYSTEMS	4,336.27	2,350.05	108,480.55	91,549.39	23,142.04	14,355.81			1,390.84	11,628.50			19,937.92	20,550.52	297,721.89
320	WATER CAPITAL PROJECTS		90,323.95		67,024.80				7,482.53							164,831.28
330	SEWER CAPITAL PROJECTS				219,469.78											219,469.78
340	SANITATION CAPITAL PROJ															0.00
350	CAPITAL PROJECTS		948,462.62		338,709.32	15,778.79	16,224.21					3,561.50	(838.13)			1,321,898.31
355	LID CONSTRUCTION															0.00
380	HAMILTON - PARKS & REC															0.00
590	BONDS & INTEREST															0.00
	TOTAL	**261,301.22**	**1,378,838.55**	**192,203.25**	**980,349.44**	**109,841.87**	**47,206.56**	**131,739.77**	**49,635.09**	**26,129.24**	**19,693.94**	**211,792.48**	**(11,220.66)**	**536,604.94**	**573,153.85**	**4,504,631.73**

WIRE Transfers:

______________________________ **Maureen Laflin**

______________________________ **Anne Zabala**

______________________________ **Sarah L. Banks, Finance Director**

______________________________ **Art Bettge**

RECEIPTS REPORT FOR OCTOBER 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	0.00	11,243.75	100,374.18	2,764,199.79	187,973.45	15,335.00	21,099.87	1,372.17	1,700.00	234,574.67	3,337,872.88
105	STREETS	0.00	0.00	0.00	0.00	24,650.61	0.00	0.00	0.00	0.00	0.00	24,650.61
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	8,971.38	0.00	0.00	1,714.88	1,002.00	0.00	11,688.26
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,721.92	0.00	0.00	0.00	0.00	0.00	0.00	5,721.92
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	20,140.66	0.00	0.00	0.00	0.00	0.00	20,140.66
220	WATER	0.00	0.00	0.00	0.00	546,590.05	0.00	0.30	0.00	0.00	0.00	546,590.35
230	SEWER	0.00	0.00	0.00	0.00	928,966.96	0.00	0.00	0.00	0.00	0.00	928,966.96
235	STORMWATER	0.00	0.00	0.00	0.00	84,102.25	0.00	0.00	0.00	0.00	0.00	84,102.25
240	SANITATION	0.00	0.00	0.00	0.00	421,274.35	0.00	0.00	0.00	0.00	0.00	421,274.35
290	FLEET	0.00	0.00	0.00	0.00	73,923.30	0.00	0.00	0.00	0.00	0.00	73,923.30
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	118,077.00	0.00	0.00	0.00	0.00	0.00	118,077.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	10,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,600.00
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	0.00	0.00	0.00	0.00	0.00
590	BOND & INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.03	0.00	0.00	0.00	0.03
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	0.00	11,243.75	110,974.18	2,769,921.71	2,414,670.01	15,335.00	21,100.20	3,087.05	2,702.00	234,574.67	5,583,608.57

City of Moscow
Cash and Investments
Balances as of 10/31/2021

Fund		Year to Date Balance
General Fund	$	10,260,276.62
Street Fund	$	2,259,923.14
Culture & Recreation	$	1,583,995.32
MSDCPF	$	188,523.65
1912 Fund	$	60,708.36
Transit Center	$	116,499.14
Water Fund	$	2,858,289.10
Sewer / WRRF	$	4,363,243.70
Stormwater	$	(296,008.99)
Sanitation Fund	$	3,326,595.73
Fleet Fund	$	5,653,616.65
Information Systems	$	3,264,281.53
Water Capital	$	5,780,911.27
Sewer Capital	$	14,900,300.28
Stormwater Capital	$	6,200.00
Capital Projects	$	5,056,339.42
Sanitation Capital	$	6,752,916.49
LID construction	$	26,599.72
Hamilton	$	1,809,340.55
Bond & Interest	$	369,541.67
LID Funds	$	35,611.11
Payroll Service	$	1,169,452.15
Total Cash & Investments	**$**	**69,547,156.61**

Major Expenditures for October 2021

FY21 Professional Service

FY21 Aspect Consulting, LLC Prof. Svcs for stormwater phase 3 user fee study 7.31-8.27.2021	$ 22,309.75
FY21 Raindrop Sprinklers Well 10 phase 1 buffer zone landscape work	$ 36,800.00
FY21 Financial Consulting Solutions Group Sanitation Rate Study update	$ 3,795.00
FY21 Aspect Consulting, LLC Prof.l Svcs for phase 3 stormwater fee study 8.28-9.30.2021	$ 8,505.00
FY21 Avista Utilities Avista; pole rental 07.01.20 - 06.30.21	$ 4,037.76
FY21 Financial Consulting Solutions Group 2021 Rate Study Update	$ 5,025.00
FY21 HDR Engineering, Inc. Water modeling of southern portion of the city for proposed development	$ 13,634.40
FY21 Malwarebytes Malwarebytes Enpoint Protection renewal	$ 6,760.00
FY21 Germer Construction, Inc. Brent drive Emergency Sewer Repair	$ 7,017.30
FY21 Hells Canyon Harley Davidson 2020 Harley Davidson lease #4-22	$ 2,880.00
FY21 Deborah Norum Consulting for HR	$ 3,112.50
FY21 POE Asphalt Paving, Inc. Almon Street Mill and Fill 2" Hotmix Asphalt	$ 40,000.00
FY21 Knox Concrete, LLC Sidewalk Replacement on Indian Hills Drive	$ 6,500.00
	$ 160,376.71

FY21 Capital Outlay- Improvements

FY21 Germer Construction, Inc. Indian Hills Water Line Improvements Construction - Pay App 4	$ 90,040.81
FY21 Motley-Motley, Inc. Ghormley Pickleball Court Pay App #2	$ 71,040.05
FY21 Motley-Motley, Inc. 6th & Logan Asphalt Improvement Project	$ 53,894.39
FY21 I-U-B Engineers, Inc. Mountain View Improvment & Roundabout Project	$ 6,725.00
FY21 Welch-Comer Engineers Well #6 Building Replacement Design - Bid Phase	$ 7,000.00
	$ 228,700.25

Insurance

FY22 ICRMP 1/2 of annual insurance	$ 139,862.50
	$ 139,862.50

FY22 Professional Service

FY22 Dan Barnes Painting Painting services for control buildings and office	$ 8,500.00
FY22 Wilbur Fletcher, Inc. Painting of the SE Reservoir	$ 76,912.00
FY22 Evcar, Inc. Janitorial services for multiple City locations	$ 6,052.13
FY22 Hatfield & Dawson Consulting Eng. Analysis, assessment & report for radio system upgrade	$ 7,080.00
FY22 Pullman Softball Officials Association Flag Football, Soccer and Softball officials	$ 7,317.80
FY22 MDS Technologies, Inc. 2021 Pavement Condition Evaluation Services	$ 26,475.00
	$ 132,336.93

FY21 Capital Outlay

FY21 Aspect Consulting, LLC Paradise Creek Flood Hazard Mitigation Study	$ 5,250.00
FY21 Consolidated Supply Co. Service line supplies for Harvest Hills addition	$ 10,933.51
FY21 Aspect Consulting, LLC Paradise Creek Flood Hazard Mitigation Study	$ 7,007.00
FY21 Germer Construction, Inc. Repair sewer lateral 315 S Almon	$ 12,755.39
FY21 Germer Construction, Inc. Sewer Lateral Repair C&T Used Cars	$ 4,119.47
FY21 Germer Construction, Inc. 7th to 6th Street Sanitary Replacement Project	$ 244,050.25
FY21 M & L Construction, Inc. Pay Estimate for Third Street Utility Undergrounding	$ 308,926.32
FY21 T M L Construction, Inc. SE Booster Station Pay App 6	$ 64,818.55
FY21 Zero dB Communications, LLC Fiber repair	$ 6,030.00
	$ 663,890.49

FY22 Capital Outlay

FY22 Water Quality Solutions, LLC Hordemann Pond Aerator FY 22; 35% down payment, pay app#1	$ 3,150.00
FY22 Castellaw Kom Architects 214041 Mann Building Re-Roof	$ 15,413.20
	$ 18,563.20

FY22 Capital Outlay- Improvements

FY22 Concrete Conservation, LLC Manhole liner project	$ 46,897.50
	$ 46,897.50

Sanitation

FY21 Finley Buttes landfill Garbage	$ 111,266.48
FY21 Latah Sanitation (ACH Payment)	$ 208,230.98
	$ 319,497.46

Supplies

FY21 Coleman Oil Co. Unleaded (2,001 gals @ $2.7262/ea) Diesel (4,500 gals @ $2.5739/ea)	$ 17,939.18
FY21 Complete Office LLC City Supervisor Furniture Order	$ 6,806.48
FY21 H.D Fowler Company Meter boxes for replacing yokes in system	$ 4,850.75
FY21 Motley-Motley, Inc. Hot Mix Asphalt (33.09 tons @ $74.00/ea)	$ 2,639.66
FY21 Oxarc, Inc. Chlorine and deposit on chemical container with delivery charge	$ 2,563.40
FY21 Thatcher Company of Montana Aluminum Sulfate	$ 5,839.84
FY21 USABluebook Supplies for night flushing hydrants	$ 4,811.45
FY21 Moscow & Pullman Building Supply Department Supplies	$ 11,107.78
FY22 Booth Medical Equipment Replacement Autoclave for Lab (Budgeted Item)	$ 4,430.00
FY22 Oxarc, Inc. Chlorine and so2	$ 2,539.88
FY22 Metron-Farnier, LLC Meters for pilot study for smart cell meters	$ 8,922.09
FY22 Whitney Equipment, Co. Sewer laser flow meters (budgeted)	$ 31,824.00
FY22 Whitney Equipment, Co. Replacement pumps (budgeted)	$ 47,200.88
	$ 151,475.39

FY21 Capital Outlay - Buildings

FY21 K & G Construction Haddock Pay Application #5	$ 135,449.87
FY21 Walter E. Nelson, Co. PD (new buidling) Auto scrubber	$ 5,860.00
FY21 Wellens Farwell, Inc. Police Services Facility Pay Application #15	$ 472,573.50
FY21 Wellens Farwell, Inc. Police Services Facility Construction Pay Application #16	$ 257,390.95
	$ 871,274.32

Utilities

FY21 Avista Utilities September 2021	$ 78,369.94
	$ 78,369.94

Payroll

$ 1,109,758.59

Contractual Payments

Alta Science and Engineering, Inc. - **FY21**	$ 11,853.75
Dell Marketing, L.P. - **FY21**	$ 70,385.88
Regional Public Transportation, Inc. - **FY21**	$ 31,837.50
Infosend, Inc. - **FY21**	$ 3,739.38
Bitco Software, LLC - **FY21**	$ 10,000.00
University of Idaho - **FY21**	$ 51,127.00
Structured Communication Systems - **FY21**	$ 9,109.21
CDW Government, Inc. - **FY21**	$ 5,424.50
Heart of the Arts - **FY22**	$ 7,916.67
Humane Society of the Palouse - **FY22**	$ 4,434.67
Moscow Volunteer Fire Department - **FY22**	$ 1,750.00
American Building Maintenance Company - **FY22**	$ 6,122.71
Watts Regulator Co. - **FY22**	$ 10,587.40
DLT Solutions, Inc. - **FY22**	$ 12,504.64
Association of Idaho Cities - **FY22**	$ 10,451.20
University of Idaho Facilities - **FY22**	$ 21,500.00
Electronic Data Collection Corporation - **FY22**	$ 10,000.00
Idaho Department of Environmental Quality - **FY22**	$ 18,600.00
Shi International Corporation - **FY22**	$ 69,611.61
CivicPlus, Inc. - **FY22**	$ 15,595.23
Submittable Holdings, Inc. - **FY22**	$ 4,000.00
	$ 386,551.35

ACH Wells Fargo

Commercial Card Expense - October 1st **FY21 & FY22**	$ 17,671.36
Commercial Card Expense - October 8th **FY21 & FY22**	$ 7,743.39
Commercial Card Expense - October 16th	$ 4,359.83
Commercial Card Expense - October 22nd	$ 16,048.60
	$ 45,823.18

FY21 ACH's

FY21 LCA Architects, P.A. Police Services Facility Design Services	$ 3,561.50
	$ 3,561.50

Major Expenditures $ 4,356,939.31 97% of the total expenditures of $4,504,631.73

Large Expenditures

FY21 Aspect Consulting, LLC Prof. Svcs for stormwater phase 3 user fee study 7.31-8.27.2021	$ 22,309.75
FY21 Raindrop Sprinklers Well 10 phase 1 buffer zone landscape work	$ 36,800.00
FY21 POE Asphalt Paving, Inc. Almon Street Mill and Fill 2" Hotmix Asphalt	$ 40,000.00
FY21 Germer Construction, Inc. Indian Hills Water Line Improvements Construction - Pay App 4	$ 90,040.81
FY21 Motley-Motley, Inc. Ghormley Pickleball Court Pay App #2	$ 71,040.05
FY21 K & G Construction Haddock Pay Application #5	$ 135,449.87
FY21 Motley-Motley, Inc. 6th & Logan Asphalt Improvement Project	$ 53,894.39
FY21 Germer Construction, Inc. 7th to 6th Street Sanitary Replacement Project	$ 244,050.25
FY21 M & L Construction, Inc. Pay Estimate for Third Street Utility Undergrounding	$ 308,926.32
FY21 T M L Construction, Inc. SE Booster Station Pay App 6	$ 64,818.55
FY21 Wellens Farwell, Inc. Police Services Facility Pay Application #15	$ 472,573.50
FY21 Wellens Farwell, Inc. Police Services Facility Construction Pay Application #16	$ 257,390.95
FY21 Dell Marketing, L.P. Computer replacement order for 2021	$ 70,385.88
FY21 Regional Public Transportation, Inc. Quarter 4 SMART Transit Pledge	$ 31,837.50
FY21 University of Idaho Refund for overpayment of FY2021	$ 51,127.00
FY22 Whitney Equipment, Co. Replacement pumps (Budgeted)	$ 47,200.88
FY22 Shi International Corporation Microsoft annual EA renewal for all Microsoft software	$ 69,611.61
FY22 ICRMP 1/2 of annual insurance	$ 139,862.50
FY22 Wilbur Fletcher, Inc. Painting of the SE Reservoir	$ 76,912.00
FY22 MDS Technologies, Inc. 2021 Pavement Condition Evaluation Services	$ 26,475.00
FY22 Concrete Conservation, LLC Manhole liner project	$ 46,897.50
FY22 Whitney Equipment, Co. Sewer laser flow meters (budgeted)	$ 31,824.00

Total: $2,389,428.31

COMMITTEE STAFF REPORT

DATE: Monday, November 8, 2021

RESPONSIBLE STAFF

Bob Buvel

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

AGENDA ITEM TITLE

Appaloosa Court Development Agreement (ACTION ITEM) – Bob Buvel

DESCRIPTION

The Appaloosa Trailer Court is located on the Old Pullman Highway outside of the Moscow city limits. The property currently contains approximately 66 mobile home spaces. The Idaho Department of Environmental Quality (DEQ) has notified the owner of the property that the septic system currently serving the trailer court is out of compliance with DEQ wastewater treatment regulations. In an effort to bring the property into compliance, the owner is proposing to connect the property's sanitary sewer system to the City of Moscow's sewer system by constructing approximately 4,000 feet of sewer main across University of Idaho property. On July 1, 2019, City Council decided it was in the public's best interest to provide sanitary sewer service to Appaloosa Court if the owner agreed to enter into a development agreement. The City Council decided that in the agreement the owner would agree to waive future rights to protest annexation, pay the general facilities charge in place at the time of connection, pay the current out-of-city rate of 200% of the in-city rate, and require City approval of any future development. The owner of the Appaloosa Trailer Court is now preparing to construct the utility connection and Staff has prepared the development agreement for Council's consideration and approval.

STAFF RECOMMENDATION

Staff recommends approval of the Appaloosa Court Development Agreement.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Appaloosa Court Development Agreement, or provide staff further direction.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Development Agreement for Sewer Service_Appaloosa Court_2021_clean

DEVELOPMENT AGREEMENT BETWEEN
ABIEL LLC AND CITY OF MOSCOW, IDAHO
FOR APPALOOSA COURT SEWER CONNECTION

THIS DEVELOPMENT AGREEMENT BETWEEN ABIEL LLC AND CITY OF MOSCOW, IDAHO FOR APPALOOSA COURT SEWER CONNECTION (hereinafter "Development Agreement") is entered into this _____ day of _____________________, 2021, by and between Abiel LLC, whose current address is 2468 Blaine Rd. Moscow, Idaho 83843, being the owner of real property as described herein (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

W I T N E S S E T H :

WHEREAS, CITY operates a sewage treatment plant in the west part of the City of Moscow for the benefit of the citizens of the City of Moscow; and

WHEREAS, DEVELOPER operates a mobile home park called Appaloosa Court (hereinafter Property Affected") outside the limits of the City but proximate to the City Sewage Treatment Plant; and

WHEREAS, the Property Affected has been in existence for a number of years and is served by a combination system of septic tanks and lagoons that do not satisfy Department of Health and Department of Environmental Quality standards; and

WHEREAS, periodic discharges from DEVELOPER'S sewage system is injurious to adjacent property and poses the potential of a health risk; and

WHEREAS, CITY and DEVELOPER entered into a Sewage Service Agreement on October 7, 1985, see Attachment "A" (hereinafter "1985 Agreement"); and

WHEREAS, the sewer line permitted by the 1985 Agreement was never developed; and

WHEREAS, CITY, by letter on July 9, 2019, agreed to provide sewer service to the Property Affected upon DEVELOPER signing a Development Agreement, agreeing not to protest future annexation, and that any future development on the site must be approved by the City of Moscow (see Attachment "B"); and

WHEREAS, at a meeting on July 1, 2019 City Council deemed it in the public interest to provide sewage treatment service to the Appaloosa Court, as described by this Development Agreement;

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

I. RESCISSION AND REPLACEMENT OF 1985 SEWAGE SERVICE AGREEMENT:

DEVELOPER and CITY hereby agree that the 1985 Sewage Service Agreement shall be rescinded and replaced by this Development Agreement and that this Development Agreement supersedes any and all prior oral and/or written statements to the contrary.

II. PROPERTY AFFECTED:

This Development Agreement affects a parcel of land located in the NE Quarter of the SW Quarter of Section 13, Township 39 North, Range 6 West, Boise Meridian, described as follows:

> Beginning at the NE corner of the SW Quarter of Section 13, Township 39 North, Range 6 West, Boise Meridian; thence North 88°45" West along the North boundary of said Southwest Quarter a distance of 634.0 feet; thence South 3°47' East 466.6 feet; thence South 3°04' West 711.1 feet; thence Northeasterly along the Center of the existing County Road 976.6 feet more or less to the East boundary of said Southwest Quarter; thence North along the East boundary of said Southwest Quarter 448.8 feet more or less to the point of beginning;
>
> EXCEPTING THEREFROM the following described property:
> Beginning at the Northeast corner of the SW Quarter of Section 13, Township 39 North, Range 6 West, Boise Meridian; thence North 88°45' West along the North boundary of said Southwest Quarter, a distance of 634.0 feet; thence South 3°47' East 466.6 feet; thence South 3°04' West 225.8 feet to the TRUE POINT OF BEGINNING; thence South 31°20'18" East 206.79 feet; thence South 30°31'00" West 92.0 feet; thence South 59°29'00" East 119.0 feet; thence North 30°31'00 East 50.0 feet; thence South 59°29'00"
> East 52.5 feet to the center of the existing County Road; thence South 35°21'00"
> West 7.9
> feet; thence South 44°09'00" West 88.8 feet; thence South 52°38'00" West 106.2 feet; thence South 65°43'00" West 84.6 feet; thence South 64°25'04" West 35.46 feet; thence North 3°04'00" East 485.3 feet to the TRUE POINT OF BEGINNING
>
> ALSO INCLUDING Commencing at the Northwest corner of the Southeast Quarter of Section 13, Township 39 North, Range 6 West Boise Meridian, and running thence Southerly along the West line of said Southeast Quarter 329.85 feet to a point; thence N. 41°35' E. 63.65 feet to a point; thence S. 48°25; E. 50.00 feet to a point; thence N. 41°35' E. 421.70 feet to a point on the North line; thence West along the North line of said Southeast Quarter 359.50 feet to the Point of Beginning.

III. WILL-SERVE:

CITY hereby agrees to accept sewage waste by way of a sewer line from the Property Affected. Said sewer line connection shall be at Sixth and Perimeter Drive (see Attachment "C").

IV. EXISTING TREATMENT FACILITIES:

DEVELOPER agrees that when the mobile home park is connected to the public system

DEVELOPER will abandon, remove and otherwise eliminate all existing treatment facilities on the premises in accordance with federal, state and local regulations.

V. SEWER RATES:

Prior to connection to the public system, DEVELOPER hereby agrees to pay CITY the sanitary sewer general facilities charge, as contained within the adopted fee Resolution in force and effect at the time of connection, for each mobile home space that contains a mobile home at the time of connection to the public service. DEVELOPER further agrees to pay the required sanitary sewer general facilities charge prior to the installation of any additional mobile home units upon any mobile home spaces that are vacant at the time of connection to the public system. CITY shall charge and DEVELOPER hereby agrees to pay, so long as the DEVELOPER's property is outside the city limits of the City of Moscow, a rate twice the in-city residential rate based on the number of residences receiving service, with each mobile home being considered a residence.

VI. AS-BUILT PLANS:

DEVELOPER agrees to furnish as-built plans of the sewer system to CITY within thirty (30) days of the system becoming functional.

VII. SYSTEM MAINTENANCE:

A. DEVELOPER agrees to maintain the system to meet all federal, state and local regulations and must make all necessary repairs immediately. DEVELOPER agrees to comply with all federal, state, and city codes and regulations in utilizing CITY's treatment system. It is understood this agreement is predicated on DEVELOPER obtaining and maintaining all necessary easements, licenses and permits.

B. Should emergency repairs be required and should DEVELOPER fail to make such repairs within twenty-four (24) hours, CITY may proceed to effectuate such repairs and may charge DEVELOPER for all cost incurred including administrative costs.

VIII. ANNEXATION:

DEVELOPER understands that, generally, property is required to be annexed into the City of Moscow prior to the provision of services and that CITY will not annex the subject property at this time. CITY reserves the right to pursue annexation at any time in the future and DEVELOPER shall not protest such proposed annexation.

IX. FAILURE TO COMPLY:

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

X. BINDING ON HEIRS, ASSIGNS AND PURCHASER:

This Agreement runs with the land. The terms, covenants and conditions contained herein shall apply to and be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto as if the same was a party to this Agreement. Future parties owning any affected property described herein shall be jointly and severally liable under its terms, covenants and conditions.

XI. VENUE AND ATTORNEY FEES:

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. In the event either Party incurs costs, including but not limited to legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

XII. MODIFICATION:

The Parties agree that no further agreements, whether expressed or implied, will be honored unless agreed to in writing by all Parties. The provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties. Any future development, redevelopment, or change of use of the subject property must be approved by CITY.

XIII. SPECIFIC PERFORMANCE:

In the event of suit by either Party to enforce the terms of this Agreement, either Party shall have the right of the remedy of injunctive relief/specific performance and further to seek a restraining order or injunction to enforce the terms of this Agreement.

XIV. NOTICES:

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

DEVELOPER:	CITY:
Gary T Lester Abiel LLC 2468 Blaine Road Moscow, ID 83843	City of Moscow, Idaho Scott Bontrager, City Engineer P O Box 9203 Moscow, ID 83843

XV. UNDERSTANDING:

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

XVI. SEVERABILITY: Should any provisions of this Agreement be declared invalid by any court of competent jurisdiction; the remaining provisions hereof shall remain in full force and effect.

XVII. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement.

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

DEVELOPER:	CITY:
Abiel LLC	City of Moscow, Idaho:
____________________________	____________________________
Gary T Lester, Authorized Agent	Bill Lambert, Mayor
	ATTEST:
	____________________________
	Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _______ day of ___________________, 2021, before me, a Notary Public in and for said State, appeared Gary T. Lester, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized agent of Abiel LLC.

____
Notary Public for the State of Idaho
Residing at__________________________
My commission expires________________

84,490

SEWAGE SERVICE AGREEMENT

This Agreement, made and entered into this 2nd day of October, 1985, by and between the City of Moscow, a Municipal Corporation of Idaho, herein referred to as CITY, and Lennard Chin, herein referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the City of Moscow operates a sewage treatment plant in the west part of the City of Moscow for the benefit of the citizens of the City of Moscow; and

WHEREAS, the Developer operates a mobile home park outside the limits of the City but proximate to the City Sewage Treatment Plant; and

WHEREAS, the Developer's mobile home park has been in existence for a number of years and has been served by a combination system of septic tanks and lagoon that does not satisfy Department of Health and EPA Standards; and

WHEREAS, periodic discharges from the Developer's lagoon is injurious to adjacent property and poses the potential of a health risk; and

WHEREAS, the Developer's mobile home park provides essential housing; and

WHEREAS, the City Council has deemed it in the public interest to provide sewage treatment services to the Developer's mobile home lot as prescribed by this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The City hereby agrees to accept sewage waste by way of a sewer line from the Developer's mobile home park under the terms of this Agreement.

2. The Developer agrees that this system of a pressure line is temporary in nature designed to meet a current health problem and further agrees that he will, at his expense, connect his mobile home park to a gravity sewer system when that alternative is available within 300 feet of the Developer's property line and is physically feasible.

3. The Developer further agrees that when the mobile home park is connected to a permanent gravity sewer system he will abandon, remove and otherwise eliminate all existing treatment facilities on the premises in accordance with federal, state and local regulations.

4. The Developer understands and agrees that the service connection charges are being deferred until such time as the mobile home park is connected to the permanent gravity system and that the fees will then be paid at the prevailing rate as established by the City Council.

5. The City shall charge, and the Developer hereby agrees to pay so long as the Developer's property is outside the city limits of the City of Moscow, a rate which is twice the in-city residential rate based on the number of residences receiving services, each mobile home being considered a residence.

6. The Developer agrees that the mobile home park will not be expanded in number of units or size during the period of time the mobile home park is served by the temporary service line.

7. Final as-built plans of the actual temporary system as constructed will be furnished to the City within 30 days of the system becoming functional.

8. The Developer must maintain the system to meet all federal, state and local regulations and must make all repairs necessary immediately. The Developer agrees to comply with all federal, state and city codes and regulations in utilizing the City's sewage treatment system. It is understood that this Agreement is predicated on the Developer obtaining and maintaining all necessary easements, licenses, and permits.

9. Should emergency repairs be required and should Developer fail to make such repairs within twenty-four (24) hours of notice, the City may proceed to effectuate such repairs and may charge the DEveloper for all costs incurred including administrative costs.

10. The Developer and the City of Moscow agree that the rights, restrictions and covenants contained in this Agreement shall run with the land and be for the benefit of the following described real property located in Latah County, State of Idaho; to-wit:

> See Exhibit A attached hereto and incorporated herein as if though fully set forth at length.

347499

IN WITNESS WHEREOF, the City of Moscow, Idaho, has caused this Agreement to be executed by its Acting Mayor and City Clerk with the seal of the City affixed thereto, and the Developer has caused this Agreement to be executed by the Developer and property owners.

CITY OF MOSCOW

Bill Bode, Acting Mayor

ATTEST:

Elaine Russell, City Clerk

Marie M. Lew

Property Owners
(and Developer)

STATE OF IDAHO)
) ss.
County of Latah)

On this 9th day of October, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared BILL BODE and ELAINE RUSSELL, known or identified to me to be the Acting Mayor and City Clerk, respectively, of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

AGREEMENT - 3

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

Gayle K. Moody
Notary Public for Idaho,
Residing in Latah County.

STATE OF Idaho)
) ss.
County of Latah)

On this 17th day of October, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared Marie M. Lew, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

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

Dorothy J. Aschen
Notary Public for Idaho
Residing in Troy, Idaho

STATE OF Idaho)
) ss.
County of Latah)

On this 17th day of October, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared Lennard Chin, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

347499

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

Notary Public for Idaho
Residing in Troy

STATE OF ______)
) ss.
County of ______)

On this ____ day of ________, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared ______________________, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

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

Notary Public for ________
Residing in ________

AGREEMENT - 5

EXHIBIT A

DOMINANT ESTATE DESCRIPTION

That part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 39 North, Range 6 West, Boise Meridian, described as follows:

Beginning at the Northeast corner of the Southwest Quarter of Section 13, Township 39 North, Range 6 West, Boise Meridian; thence North 88°45' West along the North boundary of said Southwest Quarter a distance of 634.0 feet; thence South 3°47' East 466.6 feet; thence South 3°04' West 711.1 feet; thence Northeasterly along the center of the existing County Road 976.6 feet more or less to the East boundary of said Southwest Quarter; thence North along the East boundary of said Southwest Quarter 448.8 feet more or less to the point of beginning;

EXCEPTING THEREFROM the following described property:

Beginning at the Northeast corner of the Southwest Quarter of Section 13, Township 39 North, Range 6 West, Boise Meridian; thence North 88°45' West along the North boundary of said Southwest Quarter a distance of 634.0 feet; thence South 3°47' East 466.6 feet; thence South 3°04' West 711.1 feet to the True Point of Beginning; thence North 3°04' East 311.3 feet; thence South 67°46' East 103.2 feet; thence South 30°31' West 50.0 feet; thence South 59°29' East 119.0 feet; thence North 30°31' East 50.0 feet; thence South 59°29' East 52.5 feet to the centerline of existing County Road; thence South 35°21 West along said centerline 7.9 feet; thence South 44°09' West along said centerline 88.8 feet; thence South 52°38' West along said centerline 106.2 feet; thence South 65°43' West along said centerline 84.6 feet; thence South 64°27' West along said centerline 35.5 feet to the True Point of Beginning.

NO. 347499
AT THE REQUEST OF:
John Walker
DATE & HOUR:
10-21-85 9:07 A.M.
ELLEN JOHNSTON
LATAH COUNTY RECORDER
FEE $12.00 BY [illegible],
Deputy

m/John Walker
P.O. Box 8447
Moscow, Id. 83843

Attachment B

CITY OF MOSCOW 1887 IDAHO

Public Works

Les MacDonald, P.E.
Public Works Director

Kevin Lilly, P.E.
Deputy Director – Engineering
City Engineer

Tyler Palmer
Deputy Director – Operations

Bill Lambert
Mayor

Gary J. Riedner
City Supervisor

City of Moscow, City Hall
221 East 2nd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7034
Fax (208) 883-7033
City (208) 883-7000

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

July 9, 2019

Roderick Olps
Appaloosa, LLC
931 Harold St.
Moscow, ID 83843

Re: **"Will Serve" Notice for Appaloosa Court**

To Whom It May Concern:

This letter is notice that the City of Moscow will provide sewer service to the above referenced development upon you signing a Development Agreement. That agreement will state that you will not protest future annexation and that any future development on the site must be approved by the City of Moscow. The City generally does not provide utility services to properties located outside the City's corporate boundaries except in limited situations. Generally, property is required to be annexed into the City prior to the provision of services; however, the City is unwilling to annex your property at this time. Nevertheless, the City is willing to allow you to connect to the City sanitary sewer services to you without moving forward with annexation at this time. The City reserves the right to pursue annexation at any time in the future and by signing the Agreement you are agreeing that you will not protest annexation in the future, should the City choose to annex your property.

Moscow's sewage treatment facility has the capacity for the additional flow that this development will generate. The facility was designed for 4.0 mgd average daily flow and a peak flow of 10 mgd. Our present average daily flow (yearly avg.) is 1.98 mgd and our present highest ever peak flow measured was 10.56 mgd during a large hydrologic event. Our sanitary sewer comprehensive plan was adopted in 2011. This development currently consisting of 44 residential mobile homes will contribute approximately an additional 0.0109 mgd average daily flow.

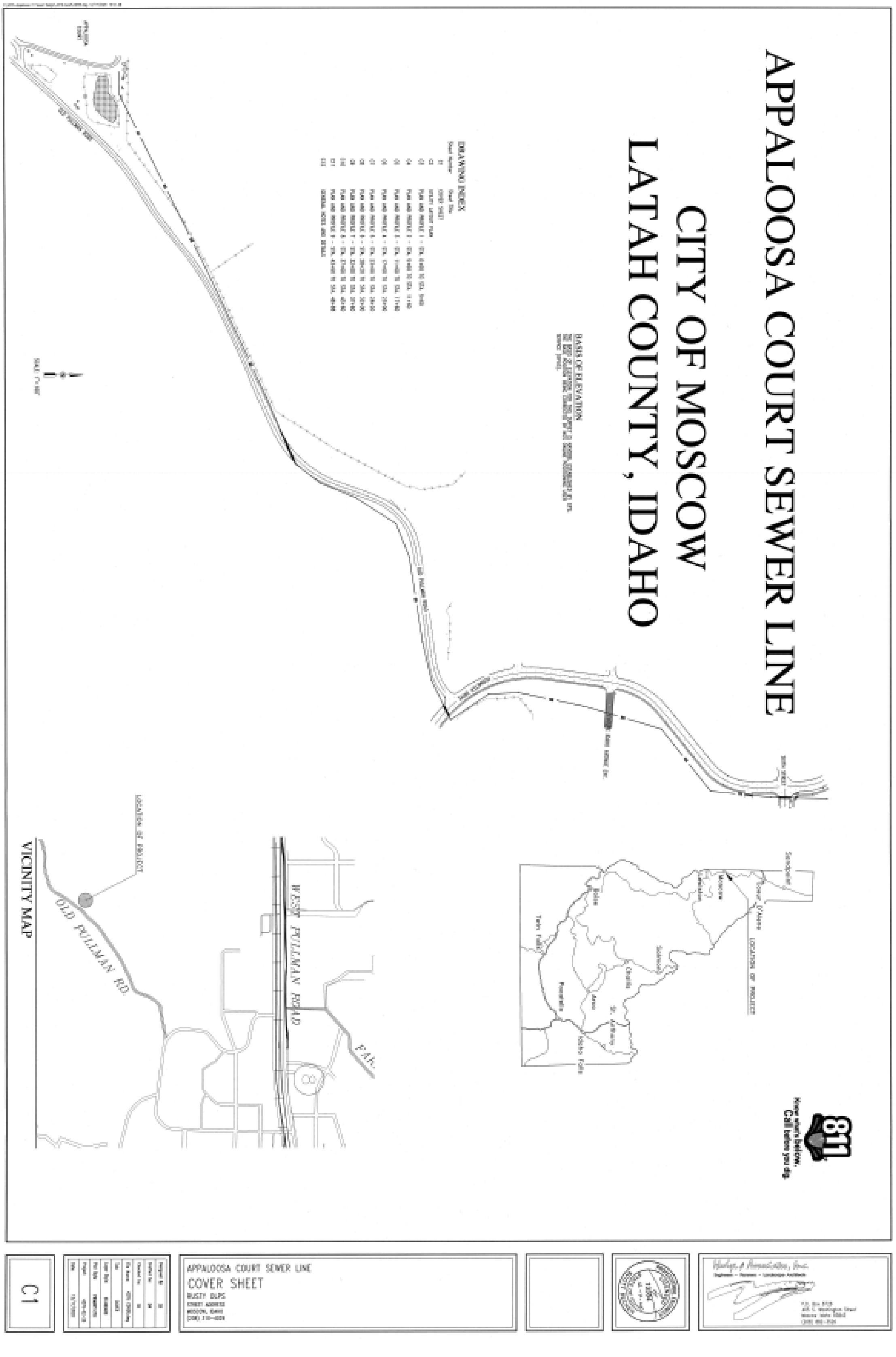
Should you have any questions, please do not hesitate to contact me at (208) 883-7031 or via email bbuvel@ci.moscow.id.us

Sincerely,

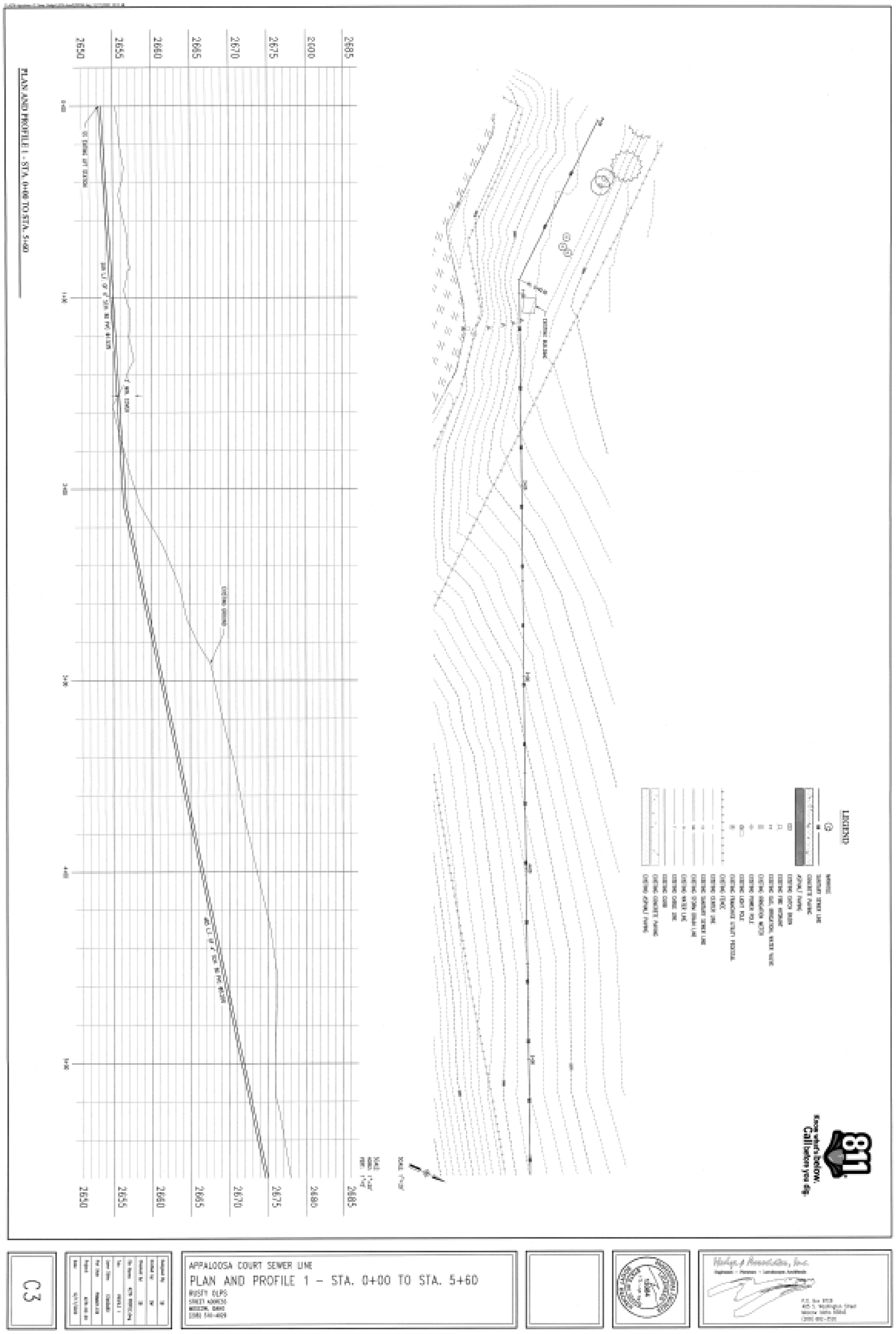
Bob Buvel, P.E.
Staff Engineer, City of Moscow

Cc: Jerry Schaffer, PE, Shaffer's Engineering and Consulting

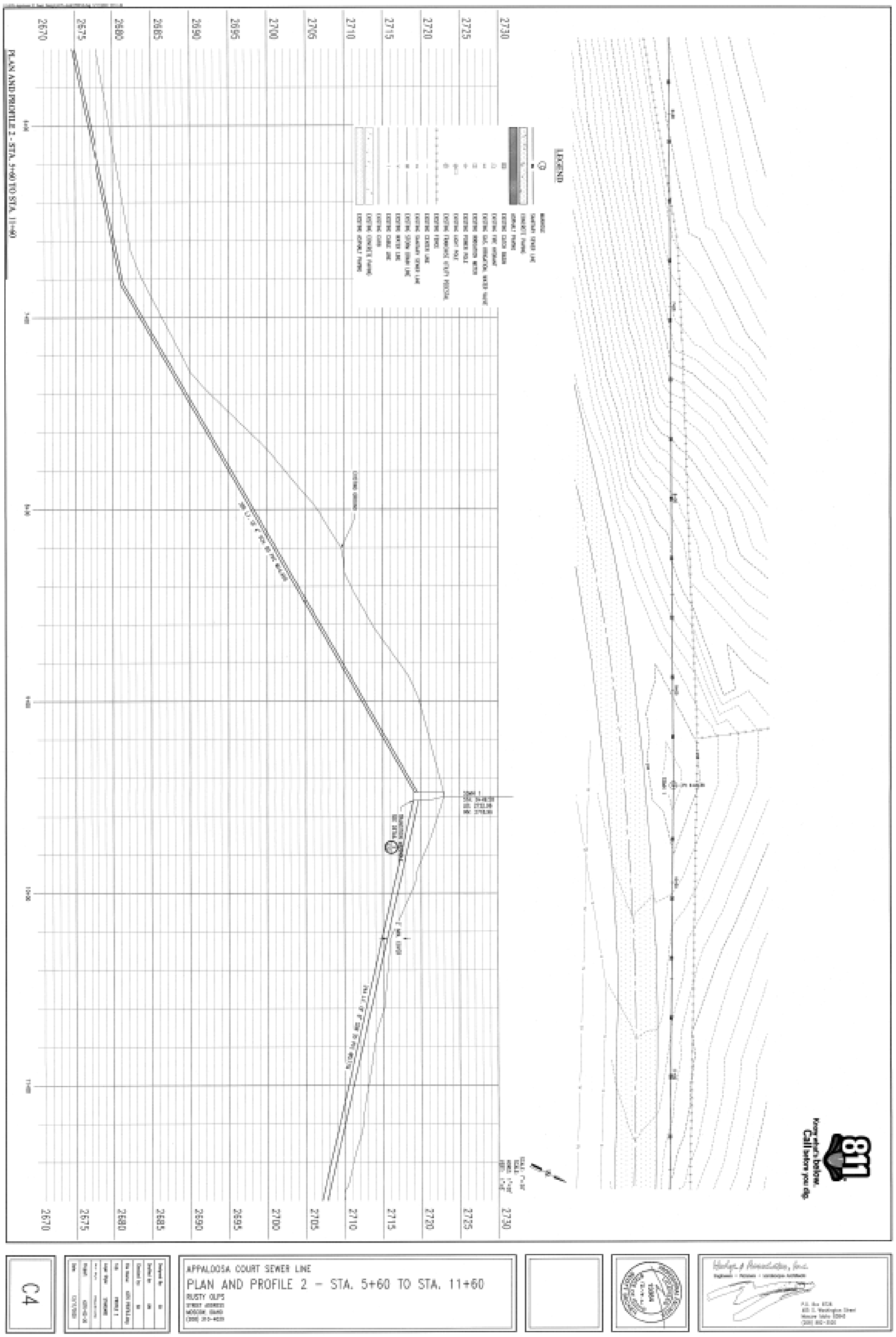
Attachment C

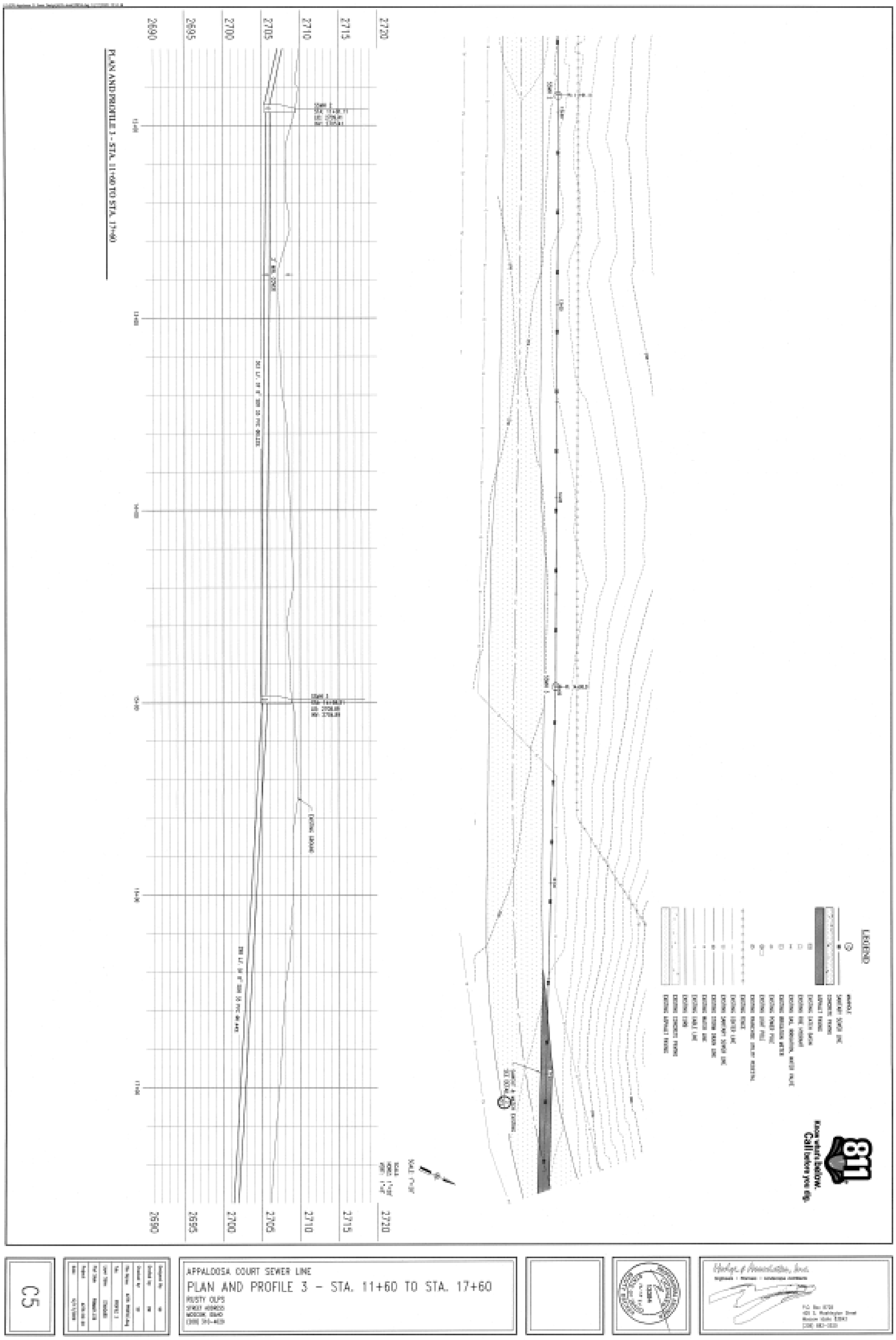


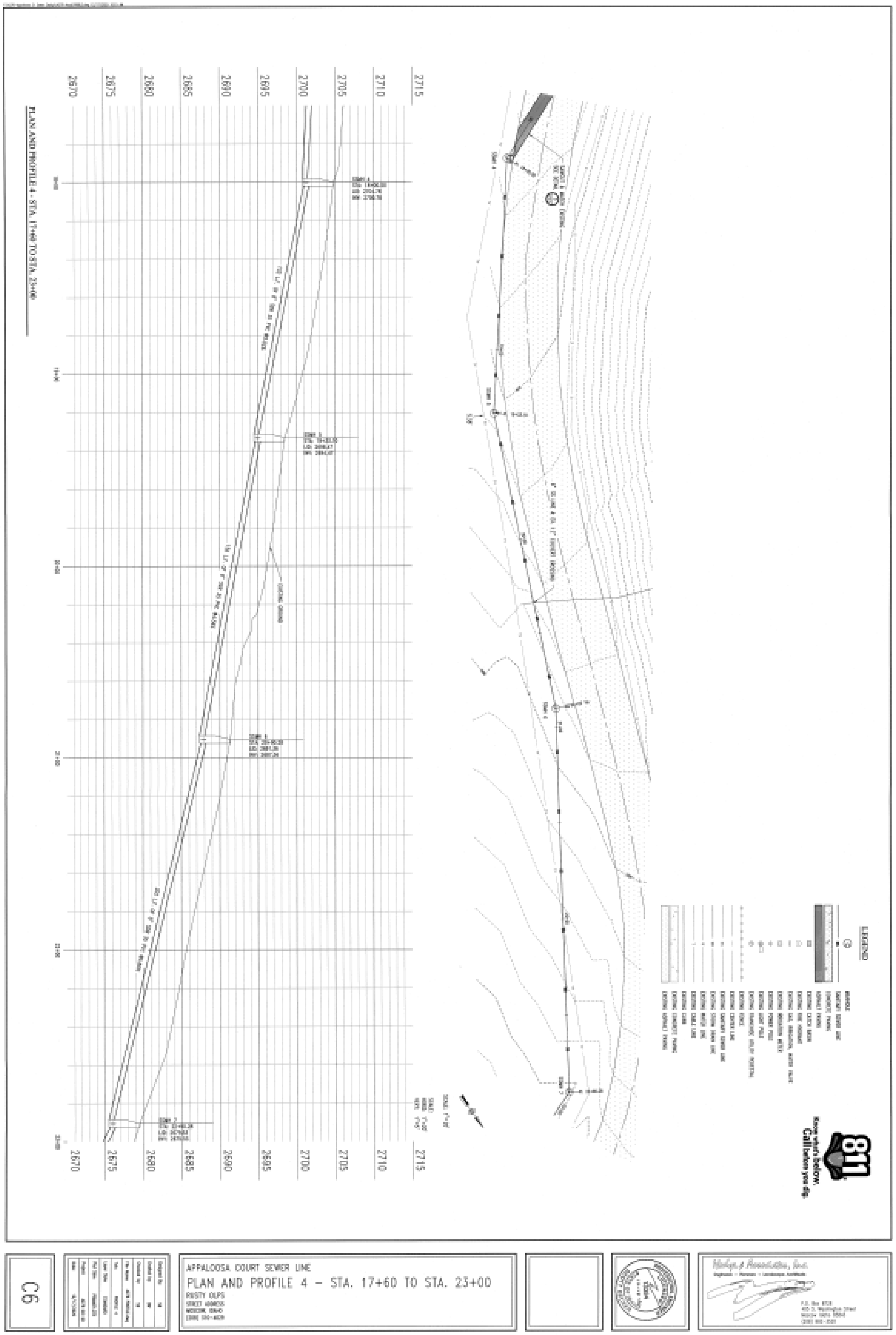

APPALOOSA COURT SEWER LINE
UTILITY LAYOUT PLAN
RUSTY OLPS
C2
811
Know what's below.
Call before you dig.



PLAN AND PROFILE 1 - STA. 0+00 TO STA. 5+60
LEGEND
Know what's below.
Call before you dig.
APPALOOSA COURT SEWER LINE
PLAN AND PROFILE 1 – STA. 0+00 TO STA. 5+60
RUSTY OLPS
C3


APPALOOSA COURT SEWER LINE
PLAN AND PROFILE 2 - STA. 5+60 TO STA. 11+60
RUSTY OLPS
C4
PLAN AND PROFILE 2 - STA. 5+60 TO STA. 11+60
LEGEND
811
Know what's below.
Call before you dig.


APPALOOSA COURT SEWER LINE
PLAN AND PROFILE 3 - STA. 11+60 TO STA. 17+60
RUSTY OLPS
C5
811
Know what's below.
Call before you dig.
LEGEND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APPALOOSA COURT SEWER LINE
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RUSTY OLPS
C6
811
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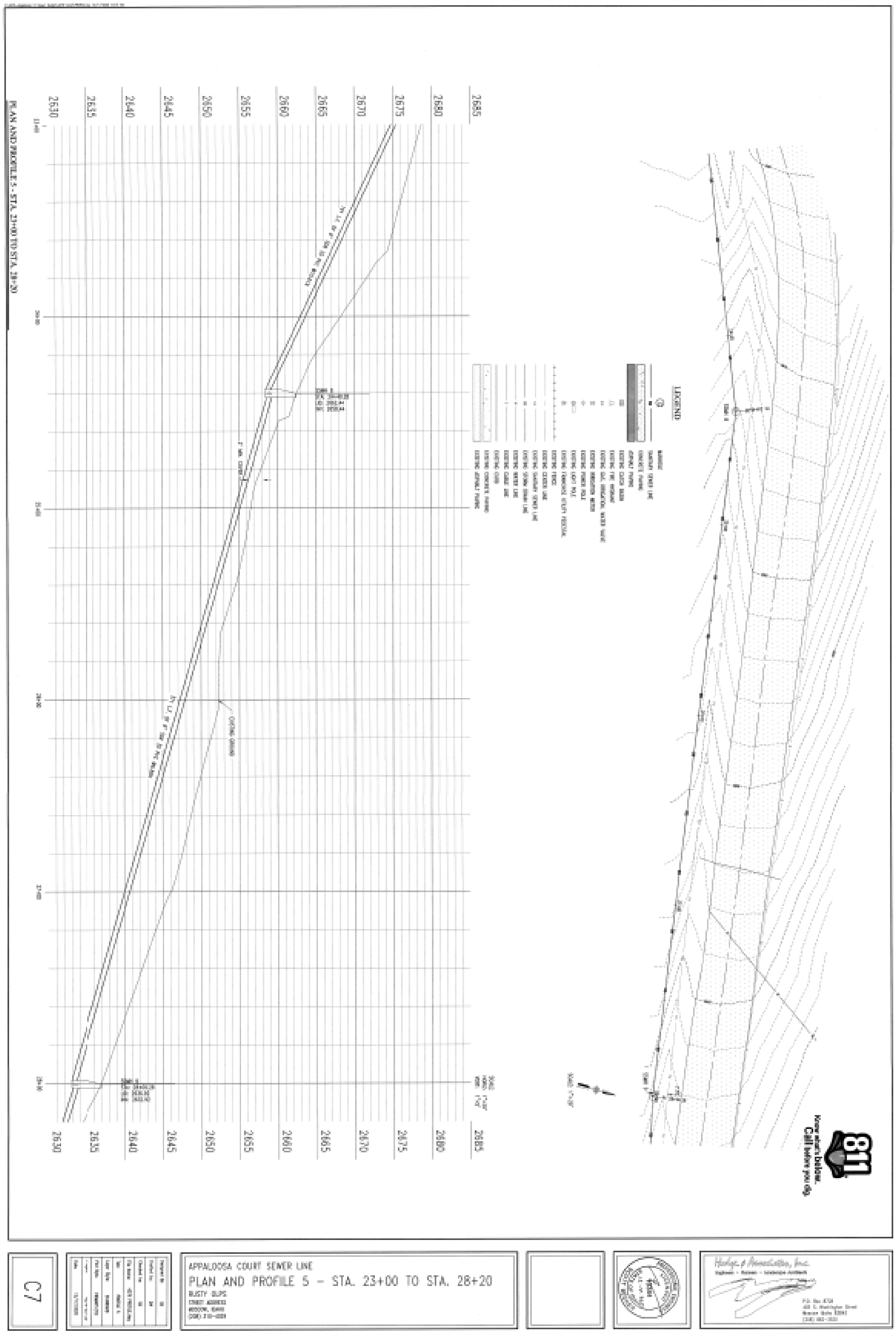
LEGEND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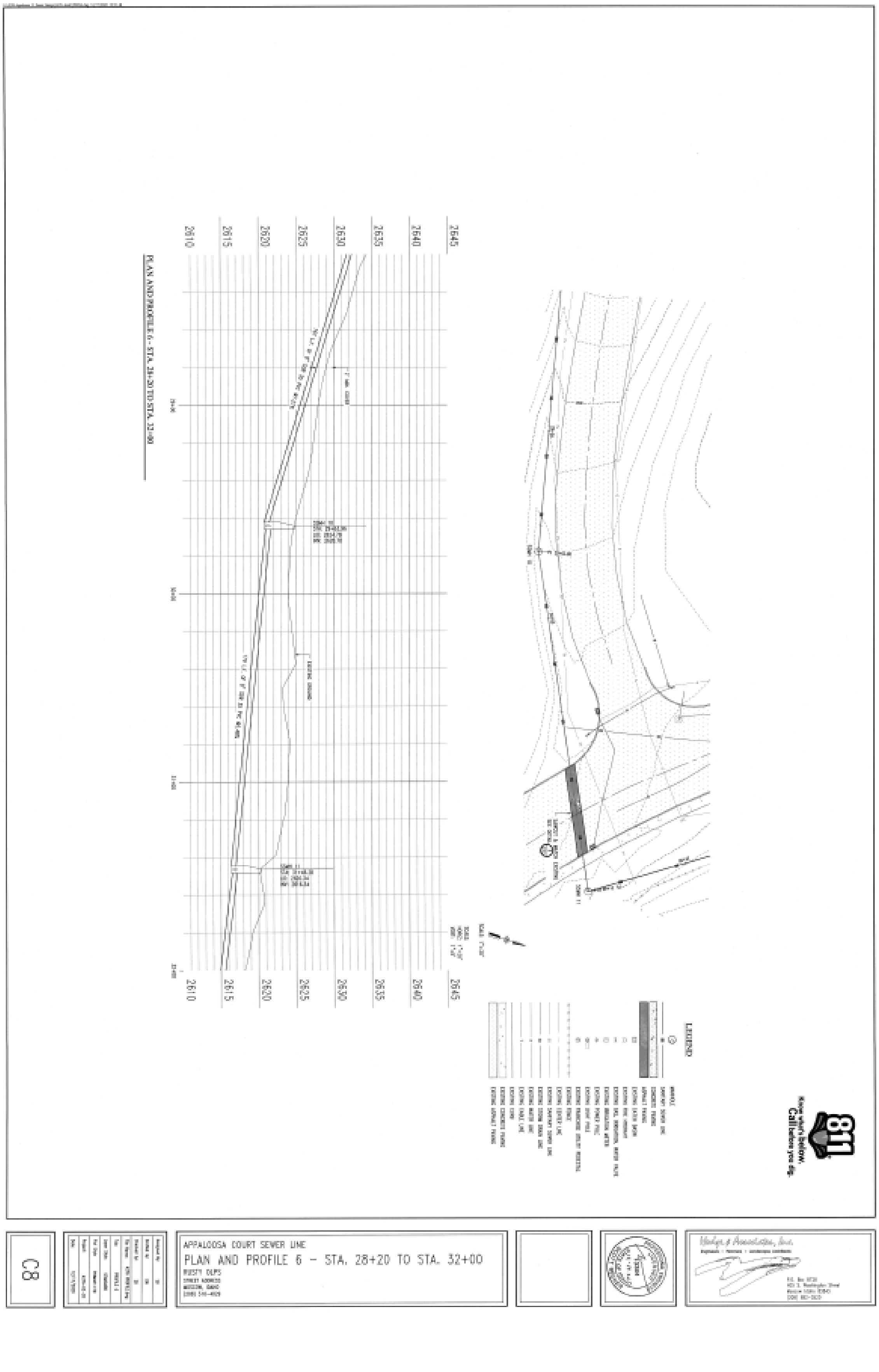
PLAN AND PROFILE 5 - STA. 23+00 TO STA. 28+20


C8
APPALOOSA COURT SEWER LINE
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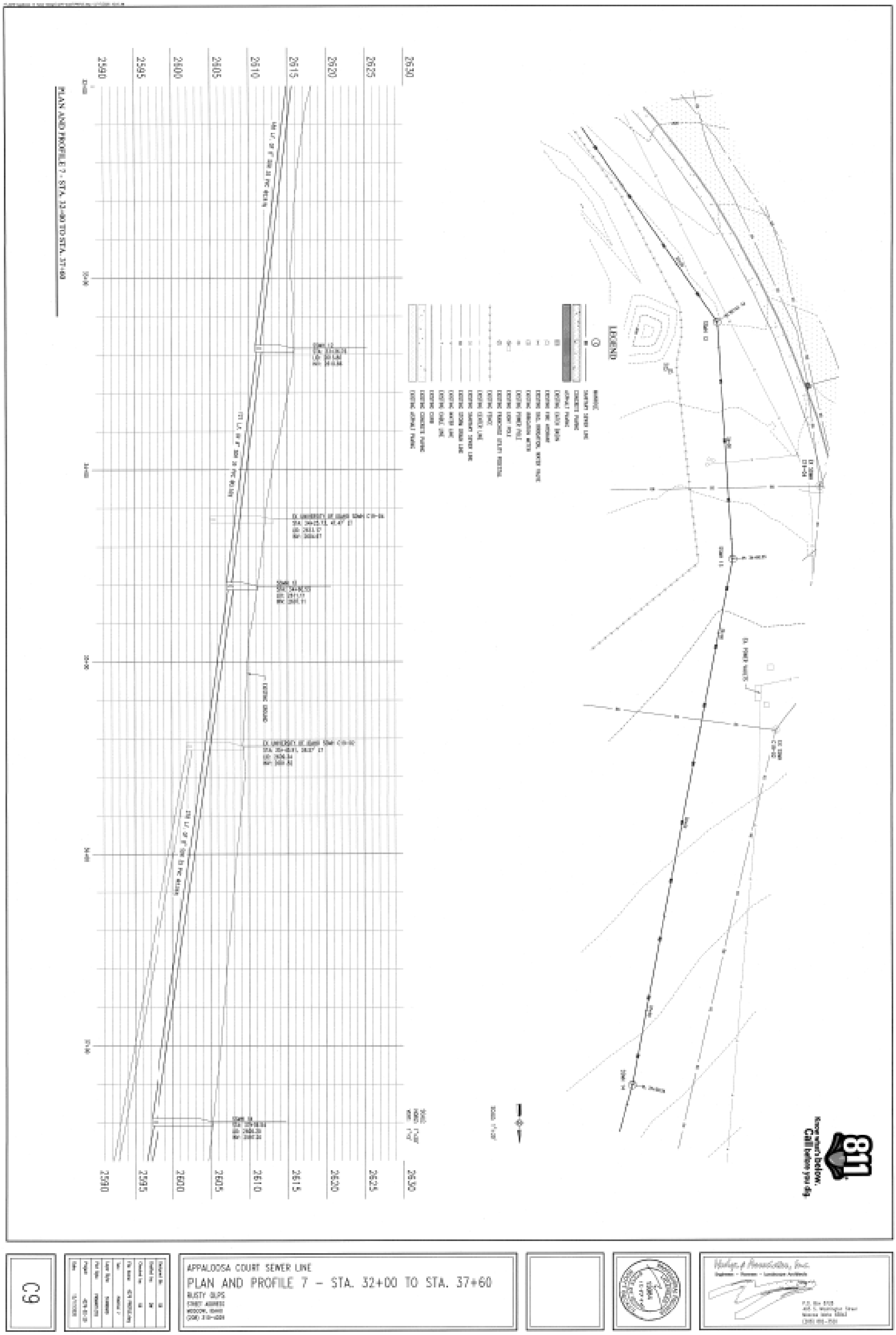
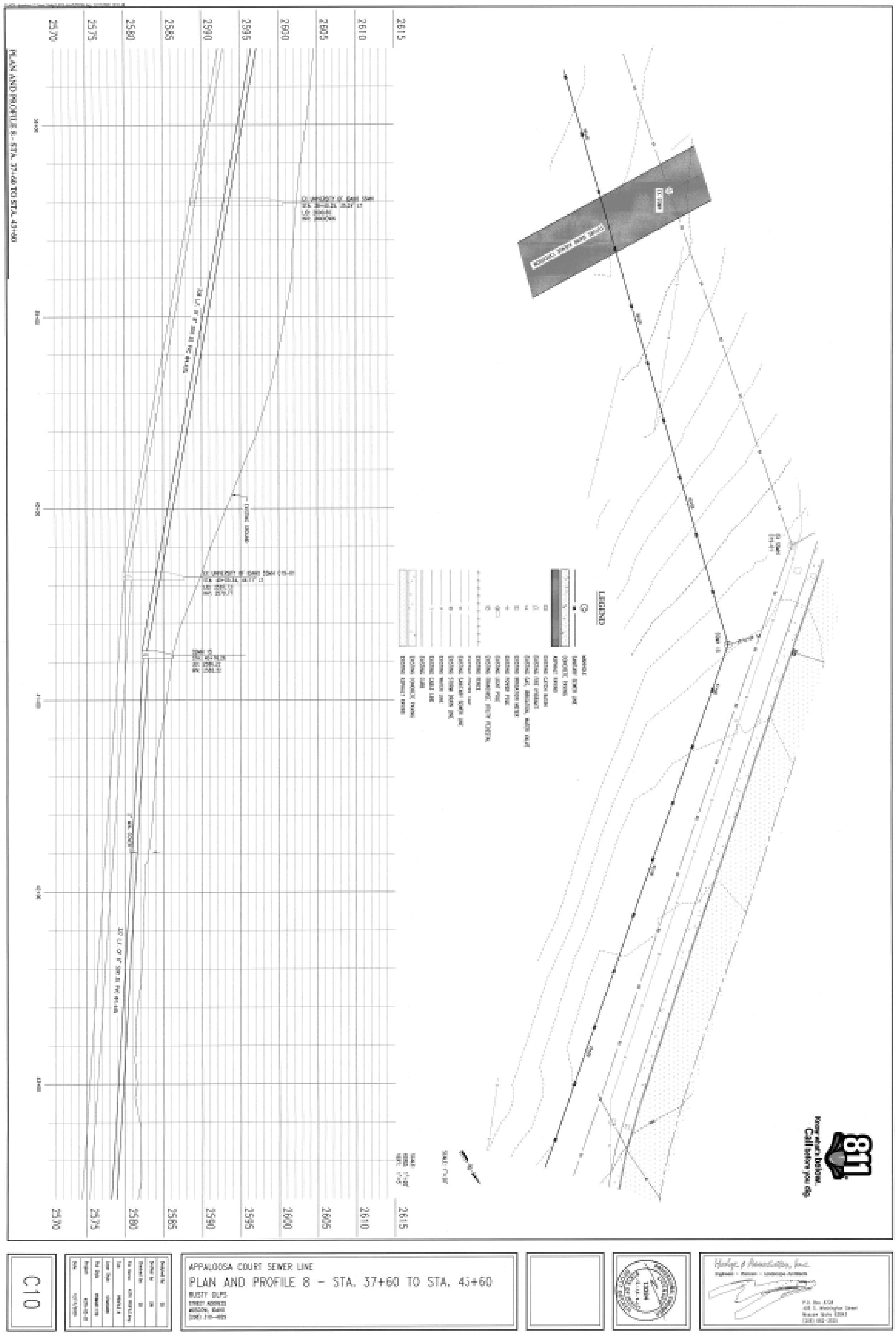
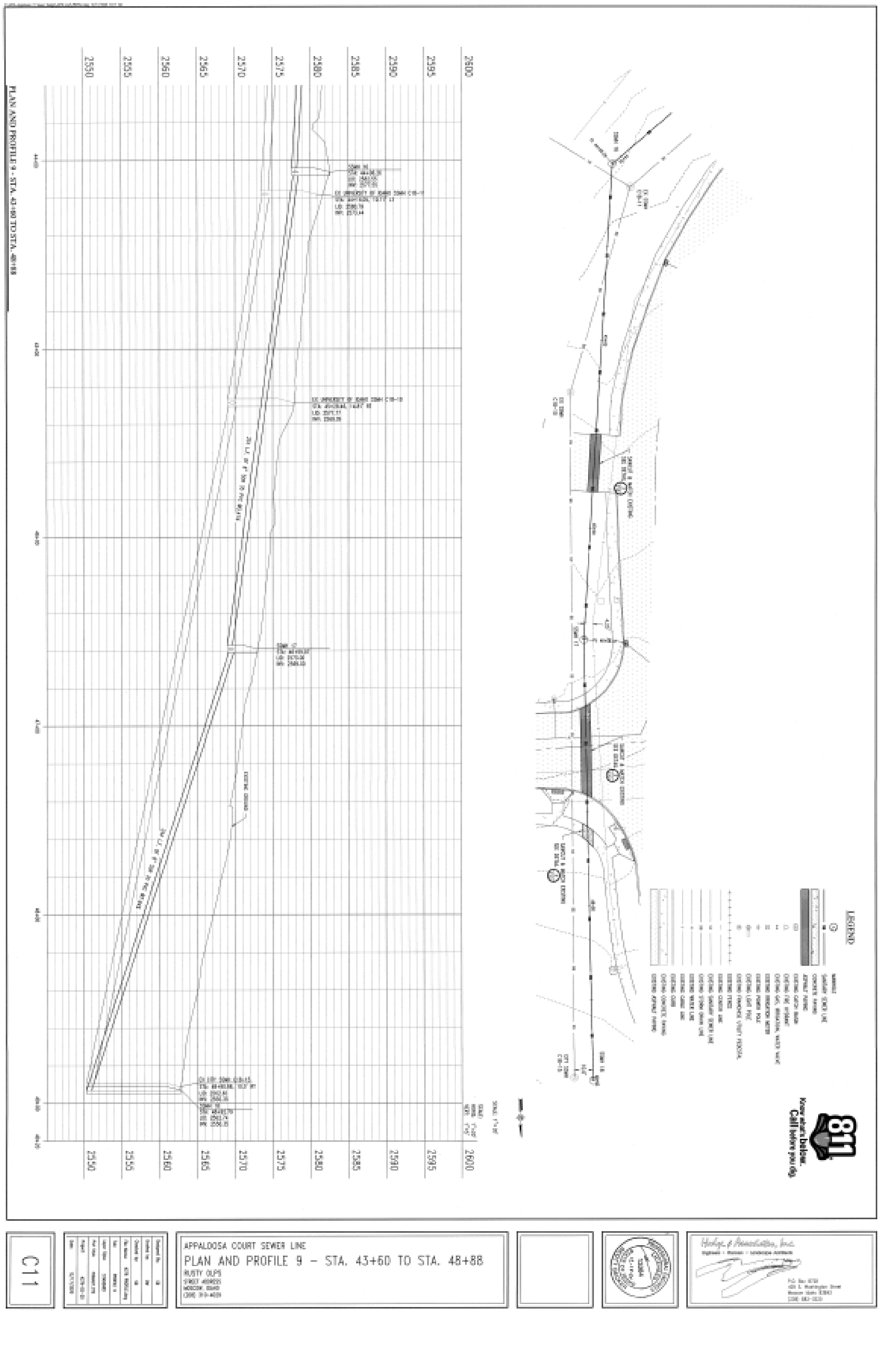
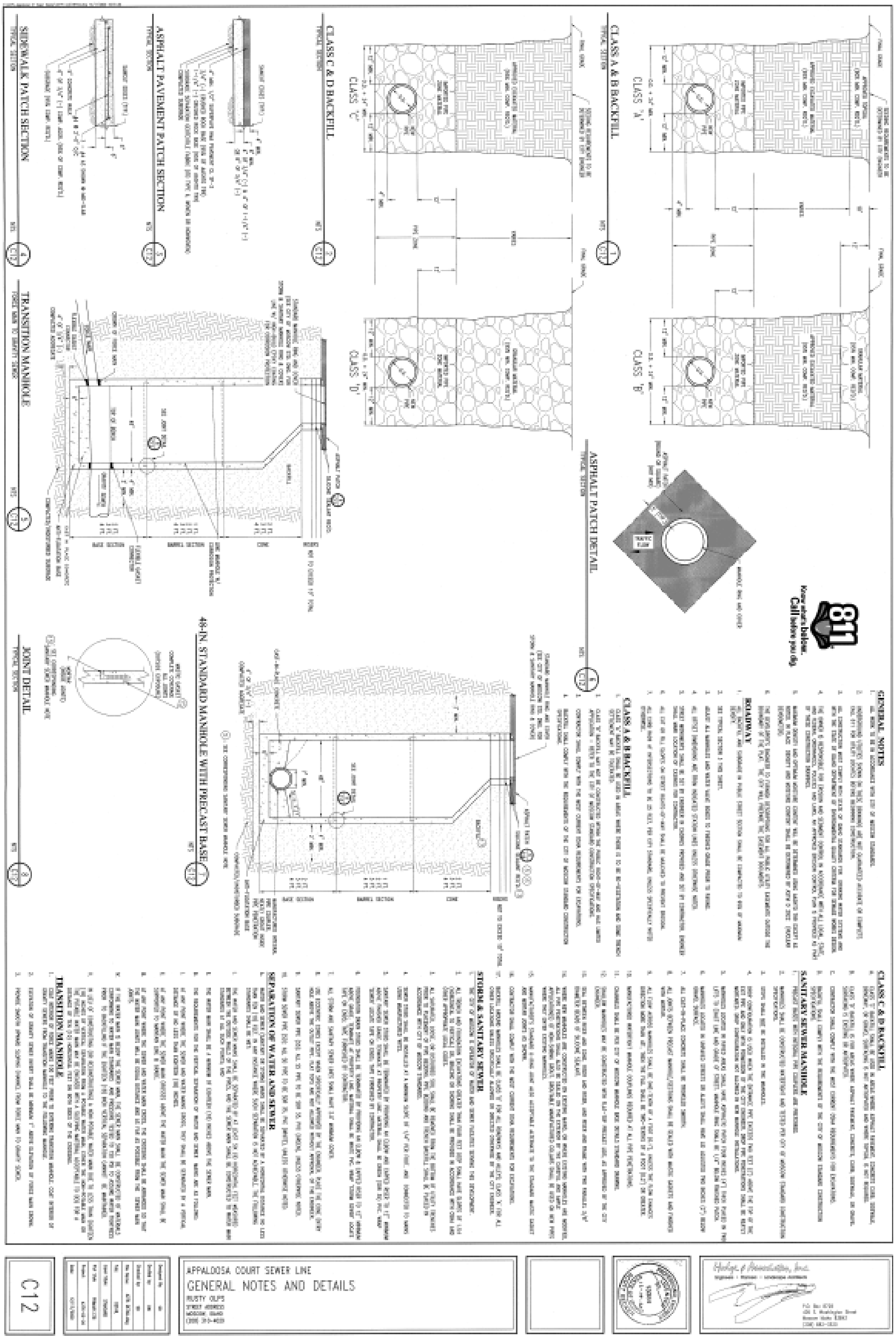
RUSTY OLPS


PLAN AND PROFILE 7 - STA. 32+00 TO STA. 37+60
LEGEND
811
Know what's below.
Call before you dig.
APPALOOSA COURT SEWER LINE
PLAN AND PROFILE 7 – STA. 32+00 TO STA. 37+60
C9


PLAN AND PROFILE 8 - STA. 37+60 TO STA. 43+60
LEGEND
811
Know what's below.
Call before you dig.
C10
APPALOOSA COURT SEWER LINE
PLAN AND PROFILE 8 - STA. 37+60 TO STA. 43+60
RUSTY OLPS
MOSCOW, IDAHO


PLAN AND PROFILE 9 - STA. 43+60 TO STA. 48+88
APPALOOSA COURT SEWER LINE
PLAN AND PROFILE 9 - STA. 43+60 TO STA. 48+88
RUSTY OLPS
C11
LEGEND
Know what's below. Call before you dig.


APPALOOSA COURT SEWER LINE
GENERAL NOTES AND DETAILS
C12

COMMITTEE STAFF REPORT

DATE: Monday, November 8, 2021

RESPONSIBLE STAFF

Gary Riedner, City Supervisor

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

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

DESCRIPTION

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

STAFF RECOMMENDATION

Recommend adoption of the proposed Resolution.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend adoption of the proposed Resolution, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Request for Equal Interest in Airport
2. Legal Memorandum re PMRA 9.20.21

RESOLUTION NO. 2021 – ___

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, APPROVING THE EXERCISE OF MOSCOW'S OPTION TO BE GRANTED AN UNDIVIDED INTEREST AS TENANTS IN COMMON IN THE REAL PROPERTY AND FIXTURES OF THE PULLMAN-MOSCOW REGIONAL AIRPORT INCLUDED HEREWITH AND INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Pullman-Moscow Regional Airport (PMRA) benefits Moscow's citizens and the regional community by providing critical passenger and cargo transportation infrastructure and economic development opportunities; and

WHEREAS, PMRA is recognized and designated by the State of Idaho as one of seven Commercial Service Airports serving the citizens of the State; and

WHEREAS, since 1939, the Cities of Pullman and Moscow have jointly operated the Pullman-Moscow Regional Airport (PMRA) through the Pullman Moscow Regional Airport Board, and continue to serve as joint sponsors of PMRA; and

WHEREAS, the City of Moscow provides operational and capital improvement funding to the PMRA in its annual fiscal year budget; and

WHEREAS, the City of Pullman holds title to the real property and fixtures of the PMRA; and

WHEREAS, on July 22, 2014, the City of Pullman and the City of Moscow entered into a Joint Operating Agreement for the Pullman-Moscow Regional Airport, (hereinafter "Agreement"), see Attachment "A", which replaced and superseded previous operating agreements; and

WHEREAS, Section 2.2 of the Agreement states, "Pullman agrees to grant, transfer, and convey an equal, undivided interest as tenants in common, in the real property and fixtures of the Airport to Moscow. Such grant, transfer, and conveyance shall be made by Pullman only upon written request delivered by Moscow to Pullman at a future date. Such grant, transfer, and conveyance shall be made upon consideration of Moscow's current sponsorship of grants and participation in the operating expenses of the Airport, and no additional compensation shall be required"; and

WHEREAS, the City of Moscow and the City of Pullman, as sponsors of PMRA, have accepted financial obligations to the Federal Aviation Administration (FAA), and provided a portion of local match funds for such FAA funding, which resulted in FAA participation in a project to realign PMRA's runway, which project was undertaken in 2014, and which is nearing completion; and

WHEREAS, the improvements resulting from the runway realignment project will assure that PMRA meets regulations to continue its designation as a Commercial Service Airport in to the future, serving the citizens of Moscow and the region; and

WHEREAS, The PMRA Airport Board is proceeding to move forward with the design and eventual construction of a new air service terminal (the Terminal Project), and the cities of Moscow and Pullman, as sponsors of PMRA, are requested to accept financial obligations to the FAA and to provide local match funding to fund the Terminal Project; and

WHEREAS, because of the financial participation by the citizens of the City of Moscow in the operations and improvements of the PMRA, through the City's annual fiscal year budget, the provision of local match funds, and through its joint sponsorship of the PMRA, the City of Moscow has deemed it to be in the public's interest to exercise its option to own one-half interest in the real property and improvements of PMRA upon the following terms and conditions contained herein;

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

> That this Resolution shall be delivered to the City of Pullman as the City of Moscow's written request that the City of Moscow is exercising its option to have the City of Pullman grant, transfer, and convey an equal, undivided interest as tenants in common, in the real property and fixtures in the Pullman-Moscow Regional Airport.

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

____
Bill Lambert, Mayor

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

____
Laurie M. Hopkins, City Clerk

Attachment A

JOINT OPERATING AGREEMENT FOR
THE PULLMAN-MOSCOW REGIONAL AIRPORT

WHEREAS, the City of Pullman, Washington and the City of Moscow, Idaho, on the 22nd day of July, 2014, entered into an Airport Joint Operation Agreement for the purposes of financing, constructing, improving, and operating an airport through the agency of the Pullman-Moscow Regional Airport Board (herein referred to as "Board"), as provided by Chapter 182, Laws of Washington, 1945, codified as RCW 14.08; and

WHEREAS, said airport facilities have been successfully operated under the following Agreements:

1. "Pullman-Moscow Regional Airport Cooperation Agreement" dated December 31, 1970;
2. The "Amended Pullman-Moscow Regional Airport Cooperation Agreement dated December 8, 1971;
3. The "Pullman-Moscow Regional Airport Supplemental Cooperation Agreement for Sharing Costs of New Terminal Facility" dated in June 1987;
4. The "Addendum to Pullman-Moscow Regional Airport Supplemental Cooperation Agreement for Sharing Costs of New Terminal Facility" dated in July 1987; and
5. The "Third Addendum to Pullman-Moscow Regional Airport Cooperation Agreement and Pullman-Moscow Regional Airport Supplemental Cooperation Agreement for Sharing Costs of New Terminal Facility" dated in 2006-2007.

WHEREAS, the City of Pullman, Washington and the City of Moscow, Idaho now desire to replace and supersede the above Agreements and adopt a new Agreement.

WHEREAS this Agreement does not replace or supersede the following which shall continue in full force and effect until expiration under their specific terms:

1. The "Pullman-Moscow Regional Airport Agreement Relating To The Funding Of The Airport Fire Flow Project." (Resolution 28-09.)
2. The "Addendum to Pullman-Moscow Regional Airport Agreement Relating To The Funding Of The Airport Fire Flow Project." (Resolution 29-09.)
3. The Pullman-Moscow Regional Airport Interlocal Contribution Agreement With The Port of Whitman County, a municipal corporation of the State of Washington. (Resolution 77-10.)

NOW, THEREFORE, the City of Pullman, Washington (herein referred to as "Pullman"), and the City of Moscow, Idaho (herein referred to as "Moscow"), and hereafter collectively referred to as "Sponsors," agree as follows:

1. PURPOSE. It is the purpose of the Sponsors to continue their association under Chapter 14.08 RCW and I.C. § 21-401 to provide for joint operation of Pullman-Moscow Regional Airport (herein referred to as "Airport") by entering into this Agreement.

1.1 The Sponsors intend to vest the Board, to the fullest extent permissible by State and Federal law, with complete authority for the management and operation of the Airport for aeronautical purposes, subject to the specific limitations herein contained.

1.2 All existing rules, regulations, contracts, offices, and other actions and circumstances previously adopted or approved by the Board or the Sponsors acting jointly and not in conflict with this Agreement are unaffected and shall remain in full force and effect until terminated or amended in accordance with this Agreement.

2. AIRPORT PROPERTY. The "Airport" consists of Pullman-Moscow Regional Airport, and such other property as may hereafter be acquired for Airport purposes in conformance with this Agreement.

2.1 Subject to Federal Aviation Administration rules and regulations and all Federal Aviation Administration grant assurances, it is agreed that all real property and fixtures, whether presently held or acquired in the future, except as provided by Section 2.2 below, shall be held by Pullman, subject to any valid future interest reserved or excepted by deed.

2.2 Pullman agrees to grant, transfer, and convey an equal, undivided interest as tenants in common, in the real property and fixtures of the Airport to Moscow. Such grant, transfer, and conveyance shall be made by Pullman only upon written request delivered by Moscow to Pullman at a future date. Such grant, transfer, and conveyance shall be made upon consideration of Moscow's current sponsorship of grants and participation in the operating expenses of the Airport, and no additional compensation shall be required.

2.3 Personal property shall be acquired, held and disposed of in the name of the Board subject to Federal Aviation Administration rules and regulations, and all Federal Aviation Administration grant assurances. Upon termination of this Agreement and dissolution of the Board, personal property shall be deemed owned by Pullman and Moscow as tenants in common.

2.4 Pullman shall own and have the control, operation and maintenance of all public utility sewer and water systems within the Airport, including, but not limited to, all present and future utility systems, tangible property, pipes and pumps, storage tanks, and fire hydrants, whether located underground or above ground, and intangible property such as franchises and easements.

3. FEDERAL RULES, REGULATIONS AND REQUIREMENTS.

3.1 It is further recognized that the Sponsors have received grants from the Federal Aviation Administration on behalf of Airport which have imposed restrictions, conditions, and obligations on the use of Airport properties and further require that the revenues received be devoted to aeronautical purposes. The Sponsors hereby expressly ratify and confirm all previous grant agreements in existence at the time of execution of this Agreement and agree to be bound by any conditions or obligations imposed therein. Any future grant or other form of federal financial assistance for the Airport shall require the joint acceptance of the funds by the Sponsors.

3.2 In the event the Sponsors desire to terminate this Agreement, notice shall first be given to the Federal Aviation Administration of the intent to terminate this Agreement and of any change affecting ownership, control, operation, or performance of any conditions or obligations required by the grants or other federal financial assistance programs. It is also recognized that any termination or disposition of the properties of the Airport shall require prior Federal Aviation Administration approval.

4. AIRPORT FINANCES. It is intended that the expenses of operating Pullman-Moscow Regional Airport shall be paid, to the maximum extent possible, from the operating revenues of the Airport.

4.1 The Airport fiscal year shall be the calendar year.

4.2 The Board shall submit a proposed balanced budget for the Pullman-Moscow Regional Airport by October 1st for the ensuing fiscal year.

4.3 The Board shall have no independent authority to issue bonds or to incur other debts with a date of maturity of more than one (1) year from the date of the obligation.

4.4 The acquisition, lease, or sale of real estate shall require the unanimous approval of the Sponsors and all real estate shall be titled in the name of the City of Pullman, a municipal corporation of the state of Washington, subject to the provisions of Section 2 of this Agreement.

5. AIRPORT FUNDS. All Airport funds arising from proportionate contributions of the Sponsors, federal funds, all revenues from the operations of the Airport, and all other funds of whatever nature or source allocable to the Airport or its operations, shall be deposited and maintained in appropriate accounts in the office of the Finance Director of Pullman. All disbursements from said Airport funds shall be made upon approval of the Sponsors by and though their representatives on the Board, in accordance with the annual Airport budgets, this Agreement, and such rules and regulations and for such purposes as the Sponsors acting jointly shall, from time to time, prescribe.

All fees, charges, rents, or other payments received by or accruing to the Airport for activities relating to the Airport shall at all times be received and used in compliance with the Federal Aviation Administration Revenue Use Policy.

5.1 Airport funds shall be administered and accounted for in accordance with the rules, regulations, and principles established and approved by the Auditor of the State of Washington, subject only to contrary federal audit requirements.

5.2 Idle funds may be invested by the Finance Director of Pullman under direction of the Board in accordance with the laws governing investment of Pullman funds. Earnings from investment of Airport funds, less statutory administrative costs, shall be credited to the Airport funds.

6. AIRPORT BOARD. The Board shall consist of not more than eight (8) members serving at the pleasure of their appointive Sponsor. The Mayor of Pullman and the Mayor of Moscow shall each be Members of the Board. Pullman may appoint three (3) Board Members, one (1) of whom shall be a Representative of the President of Washington State University; one (1) of whom shall be designated as a Board Member at Large and shall be a resident of the City of Pullman, Washington; one (1) of whom shall be a resident of Whitman County, Washington and may be a Representative of the Port of Whitman County, Washington. Moscow may appoint three (3) Board Members, one (1) of whom shall be a Representative of the President of the University of Idaho; one (1) of whom shall be a resident of Latah County, Idaho and may be a Representative of the Commissioners of Latah County, Idaho; and one (1) of whom who shall be designated as a Board Member at Large and be a resident of the City of Moscow, Idaho.

The duration, termination, and revocation of the appointment of any Board Member by Pullman and by Moscow shall be within the sole discretion and control of the appointing authority, the City of Pullman or the City of Moscow, and each appointing authority may appoint an alternate to serve in the absence or incapacity of a Board Member appointed by it. Each appointing authority shall transmit to the Airport Board the names of the persons appointed by that authority to the Board, and the alternate, if any; provided, however, that if a Board Member who is a Representative of the President of Washington State University or a Representative of the President of the University of Idaho ceases to be employed by that institution, his/her Board Membership shall immediately terminate, and further provided that if the Board Members appointed as residents of Whitman County, Washington, Latah County, Idaho, City of Pullman and/or City of Moscow cease to reside in his/her respective County or City, then his/her Board Membership shall immediately terminate.

All meetings of the Airport Board shall be open, public meetings and shall be conducted pursuant to Ch. 42.56 RCW.

6.1 The Sponsors shall endeavor to ensure that their appointees are qualified by reason of education or experience in matters pertaining to aviation, engineering, maintenance, marketing, business, accounting, political expertise, community involvement, or other relevant and helpful skills.

6.2 In case of vacancy, a person shall be appointed by the appropriate appointing authority to the unexpired term in the same manner as the member whose position is vacant.

6.3 Members of the Board shall serve without compensation. Board Members may receive from Airport funds reimbursement for expenses incurred in the course of official Airport business, or when travel is necessary, a travel advance or per diem allowance consistent with procedures approved by the Washington State Auditor.

6.4 The Board may purchase liability insurance with such limits as it deems reasonable for the purpose of protecting the Board and Airport employees against liability for personal or bodily injuries and property damages arising from its acts or omissions while performing or in good faith purporting to perform its official duties. In the event that the Board may not purchase insurance at reasonable rates, the Board may adopt resolutions providing for the indemnification, including reasonable costs and attorney's fees, against liability for personal or bodily injuries and property damages arising from its acts or omissions while performing or in good faith purporting to perform its official duties

6.5 The Chair person of the Board shall be the Mayor of Pullman. The Vice-Chair person of the Board shall be the Mayor of Moscow.

7. POWERS OF THE AIRPORT BOARD. The Board shall have the authority to exercise all of the powers granted to municipalities pursuant to the provisions of RCW 14.08 et seq. in the management, operation, and control of the Airport for aviation purposes, subject to final approval of the annual budget by each Sponsor except that:

(a) Eminent domain power must be exercised by Pullman and then only with the approval of Moscow;

(b) The acquisition, sale, transfer, or disposal of real property, except the grant of a lease, must be by joint action of the Sponsors;

(c) Police regulations governing conduct and use of the Airport to be enforced through a judicial proceeding, if not adopted by the joint action of the Sponsors, must be adopted pursuant to the requirements of Pullman ordinances and resolutions. The Airport Board may adopt reasonable rules and regulations not in conflict with grant assurances for the control and management of the Airport, including, but not limited to, minimum standards for aeronautical and non-aeronautical activities;

(d) Contracts for public works and procurement of goods and services must satisfy the legal and procedural requirements of Pullman;

(e) The employment, terms of employment, and termination of the Airport Director must be jointly approved by the Sponsors;

(f) Leases for Airport Property may be negotiated by the Airport Director on behalf of the Sponsors; provided, however that all leases of Airport property must be approved by the Board and a Sponsor with a signature of either the Chair (The Mayor of Pullman) or the Vice-Chair (The Mayor of Moscow).

(g) Capital improvements of Airport property for aeronautical purposes shall be in accordance with an Airport Master Plan recommended by the Board, the

Sponsors, and approved by the Federal Aviation Administration, and all Federal Aviation Administration rules and regulations.

(h) All capital improvements and land uses conforming with said Master Plan shall be subject to Pullman zoning regulations.

(i) Attendance at a Board Meeting by Board Members constituting a majority of the serving members shall constitute a quorum for the conduct of Board business.

8. UTILITIES.

8.1 Pullman has assumed responsibility for the maintenance and operation of the Pullman-Moscow Regional Airport water and sanitary sewage disposal system, excluding any septic tanks, cesspools, or similar onsite sewage disposal systems in existence on Airport property.

8.2 Ownership of lines, wells, pumping stations, and other component parts of the water and sanitary sewage disposal systems within the boundaries of the property owned jointly by Pullman and Moscow for Airport operations, excluding on-site sewage disposal systems, as noted above, have vested in Pullman.

8.3 Pullman shall be responsible for maintenance and operation of all utility lines and component parts. The cost of new water meters, installation costs, the upgrading of existing meters, and any other costs usually related to meter installation will be borne by the user.

8.4 All decisions relating to operation of existing or future lines, including the active nature of substandard or high maintenance lines, will be made by Pullman.

8.5 All future expansion and upgrading of such systems will be done in accordance with Pullman policy in effect at the time and will become the property of Pullman; provided that Pullman may authorize, upon the recommendation of the Airport Board, the construction and installation of sewer lines, water lines, pumping stations, wells and other component parts of the water and sanitary sewage disposal systems within Airport boundaries by private contract.

8.6 Utility service shall be provided to users located on Pullman-Moscow Regional Airport property at Pullman City rates. All rules and regulations which apply to Pullman City users will apply to said Pullman-Moscow Regional Airport users.

8.7 If it becomes necessary, in the expansion of the Airport utilities system, to form a local improvement district to provide for said expansion, then Pullman and Moscow agree to jointly sign petitions as authorized and required by law for the formation of said local improvement district. If utility service is expanded by the formation of a local improvement district or other similar method, then Pullman and Moscow agree that assessments may be placed against any Airport property not being used for Airport purposes in the proportion that said property specially benefits from the construction, improvement, and/or expansion of the utility service.

9. PERSONNEL. The Board shall employ, subject to Pullman and Moscow approval, the following:

9.1 A Pullman-Moscow Regional Airport Director shall be the chief executive officer and director of the administration of the Pullman-Moscow Regional Airport property in accordance with the Federal Aviation Administration Approved Master Plan.

9.2 The Board may employ or contract for personnel to operate the Airport. Any employees shall be employees of the Board and shall not be considered employees of Pullman or Moscow. The Board, may contract with Pullman for payroll, withholding, unemployment, worker's compensation, and fringe benefits, and accounting and administrative services as the Board, from time to time, shall prescribe.

9.3 The Board may employ, or contract with a private body or political subdivision of the state to furnish law enforcement and firefighting services and personnel in accordance with RCW 14.08.120(2) and Federal Aviation Administration rules and regulations.

9.4 The Board may retain legal counsel other than from the offices of Pullman and of Moscow, subject to the approval of the Sponsors.

10. AMENDMENT. This Agreement may be amended at any time by mutual agreement of the Sponsors. This Agreement is intended to set forth the basic agreement between the Sponsors. Nothing herein prevents Pullman, Moscow, and Board from agreeing to any specific matter consistent with this Agreement.

11. TERMINATION. Either Sponsor may terminate this Agreement effective at the end of any calendar year, by serving written notice on the other before the 1st day of October of the previous year. The terminating Sponsor shall also give notice to the Board, the Federal Aviation Administration and to other agencies with jurisdiction over or a financial interest in the Airport.

11.1 Subject to Federal Aviation Administration rules and regulations, after notice of termination has been given, if the Sponsors do not, by the 31st day of December of what will be the last year of joint operation under this Agreement, reach an agreement regarding the takeover by either Sponsor, or other operation of the Airport, or the abandonment and liquidation of the Airport, then Pullman will acquire the assets and assume the liabilities of the Airport. Should it become necessary to engage independent appraisal or arbitration services to determine the amount and nature of payments between the Sponsors to compensate for any difference in the value of assets and liabilities, the Sponsors agree to share the costs equally.

IN WITNESS WHEREOF, each of the representatives of the Sponsors has executed this Agreement by their duly authorized officials.

THE CITY OF PULLMAN, WASHINGTON	THE CITY OF MOSCOW, IDAHO
By: ______________________	By: ______________________
Glenn A. Johnson, Mayor	Bill Lambert, Mayor
ATTEST:	ATTEST:
William F. Mulholland Finance Director	Stephanie Kalasz City Clerk

CITY OF MOSCOW INCORPORATED JULY 12 1887 STATE OF IDAHO

RESOLUTION NO. R-70-14

A RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT OPERATING AGREEMENT FOR THE PULLMAN-MOSCOW REGIONAL AIRPORT.

WHEREAS, the City Council for the city of Pullman has before it an agreement entitled "Joint Operating Agreement for the Pullman-Moscow Regional Airport" which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to adopt said Agreement, pursuant to RCW Chapter 14.08, Municipal Airports - 1945 Act; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and finance director each are hereby authorized and directed to execute the Agreement attached hereto as Exhibit "A".

IT IS FURTHER RESOLVED that the Mayor and finance director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Joint Operating Agreement authorized thereby.

BE IT FURTHER RESOLVED that an executed copy of said Joint Operating Agreement shall be posted on the official Web site of the city of Pullman.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the 22nd day of July, 2014.

DATED this 22nd day of . July, 2014.

Mayor Glenn A. Johnson

ATTEST:

Finance Director
William F. Mulholland

Approved as to Form:

City Attorney Laura D. McAloon

FILED
JUL 23 2014
CITY CLERK'S OFFICE
PULLMAN WASHINGTON

BRIAN M. WERST †
BWerst@workwith.com
509.252.5680

M E M O R A N D U M

Date: September 20, 2021

To: Gary Riedner, City Supervisor, City of Moscow
Mia Bautista, City Attorney, City of Moscow

From: Brian Werst and Jim McDevitt

Re: City of Moscow and Pullman-Moscow Regional Airport

You have requested that we address whether there are any legal concerns or disadvantages for the City of Moscow, Idaho ("Moscow") regarding the joint ownership/ sponsorship of Pullman-Moscow Regional Airport ("PMRA") with the City of Pullman, Washington ("Pullman").

The Joint Operating Agreement between Moscow and Pullman, which we understand has been approved by the Idaho Attorney General in accordance with Idaho Code 67-2329, provides that ownership of real property and fixtures of PMRA shall be vested in Pullman, subject to the right of Moscow to request and obtain an equal, undivided interest, as a tenant-in-common, of the real property and fixtures of PMRA.

There should be no disadvantage to Moscow if the city requests joint ownership of the PMRA real property and fixtures. Regardless of property ownership, Moscow is financially responsible for PMRA by virtue of the Joint Operating Agreement (to the extent PMRA operating revenues are insufficient to cover PMRA expenses) and Moscow's sponsorship of grants from the Federal Aviation Administration. Risk of liability arising out of ownership of an undivided interest in PMRA, as well as arising out of the operation of PMRA, should be covered by the purchase of adequate insurance, which insurance should extend coverage to Moscow and its elected and appointed officials, employees and agents. Notwithstanding the foregoing, the Joint Operating Agreement expressly vests responsibility for the maintenance and operation of water and sewer utilities and related facilities solely with Pullman, which limits potential exposure for Moscow.

Other than potential differences in statutory authorities between a city in Washington and a city in Idaho, as well as potentially different policy views regarding PMRA, we do not envision any issues Moscow may encounter by jointly owning airport property in Washington. Indeed, this dynamic is expressly envisioned by Idaho Code 21-401. Moreover, the costs incurred in sharing in the construction and operation of PMRA is permitted by Idaho Code 21-403 and 21-404.

As a joint Owner/Sponsor, Moscow will be obligated for PMRA to the same extent as Pullman under the Joint Operating Agreement. The Federal Aviation Administration ("FAA") prohibits diversion of PMRA revenue to Moscow and Pullman, with revenue defined to include all funds received by PMRA from any source (i.e., landing fees, passenger facility charges, rents, and any other receipts of PMRA from its tenants and users). The FAA has numerous restrictions on the use of PMRA revenue, with diversion of PMRA revenue for non-airport purposes subject to potentially significant penalties. However, the location of PMRA presumably allows Pullman to receive certain economic benefit for development and activities off PMRA property. Thus, Moscow may wish to explore with Pullman a revenue-sharing arrangement unrelated to PMRA revenues or property (i.e., revenues generated off airport property, but the logical result of the airport). A revenue sharing agreement will need to be memorialized in a joint powers or interlocal cooperation agreement. Rather than amending the existing Joint Operating Agreement between Moscow and Pullman, a revenue sharing agreement should be memorialized in a writing solely between Moscow and Pullman and should be filed with the Idaho Secretary of State for review pursuant to Idaho Code 67-2329.

COMMITTEE STAFF REPORT

DATE: Monday, November 8, 2021

RESPONSIBLE STAFF

Gary Riedner, City Supervisor

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

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

DESCRIPTION

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

STAFF RECOMMENDATION

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

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend adoption of the proposed Resolution directing the use of the City's allocated ARPA funds, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. ARPA Resolution 2021_tfk

RESOLUTION NO. 2021 –

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

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

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

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

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

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

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

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

1. That the City of Moscow's ARPA allocation shall be expended as follows:

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

year in the City's annual fiscal year budget, bringing the proposed annual affordable housing funding to $100,000 per year for the next three years;

c. $1,000,000 to be allocated for the City's stormwater infrastructure in support of the new stormwater utility. This allocation will allow the new utility to purchase necessary infrastructure, including a jet truck to assist in cleaning and inspecting storm sewers, and funding the relocation and daylighting of Hogg Creek as part of the reconstruction of Lilly Street between 3rd Street and A Street, which project will be constructed in the 2022 construction season;

d. $3,628,399 to be allocated to the City's water infrastructure to support several critical water transmission projects to assist with moving water from production (west side) to storage (east side), with a total estimated cost of $4,816,620, including:
   - Pullman Highway Transmission Phase II Project - $937,560
   - A Street Transmission Phase III and IV Projects - $943,774
   - Downtown Transmission Phase III and IV Projects - $1,623,729
   - Mountain View/Palouse River Drive Project - $1,311,557

2. It is understood that ARPA funding must be obligated by December 31, 2024, and fully expended by December 31, 2026, and that "obligated" means that an order is placed for property and services and entering into contracts, subawards, and similar transactions that require payment. Council also recognizes that the allocated funding for business and non-profit assistance may not be able to be obligated by December 31, 2024, due to the fact that programs have yet to be developed and approved, and that under the qualifying requirements of such programs, demands for assistance may be less than the allocated funding. Therefore, staff is directed to provide monthly updates to City Council detailing the use of such assistance programs, so that if Council determines that funding exceeds qualified requests for assistance, the excess funding may be allocated to the Water Infrastructure program as described in section 1.d. of this Resolution.

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

____
Bill Lambert, Mayor

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

____
Laurie M. Hopkins, City Clerk

COMMITTEE STAFF REPORT

DATE: Monday, November 8, 2021

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Idaho Community Block Grant Request - Fire Engine - (ACTION ITEM) - Alisa Anderson / Brian Nickerson

DESCRIPTION

The Idaho Community Development Block Grant (ICDBG) program is a competitive grant program administered by the Idaho Department of Commerce (DOC). Each year the U.S. Department of Housing and Urban Development allocates Idaho's share of the States and Small Cities Community Development Block Program as determined by the funding formula contained in the Housing and Community Development Act of 1974 as amended. The formula is based on Idaho's population, poverty, and age of housing. Commerce distributes the federal funding to counties and non-entitlement cities through a competitive grant process. The grant application process generally consists of the application submission, review and ranking by department staff and Economic Advisory Council members and submission of the addendum where required. The final award is made by the Governor.

Idaho's counties and non-entitlement cities can apply for ICDBG funds to assist with the design and construction of public infrastructure and facilities. The most significant competitive factors are matching funds, need, and readiness to proceed. There are five funding categories or set-asides with maximum award amounts which include: A. Public Facility (public infrastructure, facilities and utilities) $500,000; B. Economic Development - Infrastructure for Jobs and Downtown Revitalization $500,000; C. Community/Senior Centers $225,000; D. Post Disaster $150,000; E. Public Parks $225,000.

In 2017, Staff identified the Public Facilities category as a funding source to assist the City in purchasing a new fire engine to replace an existing apparatus that passed its service of life capabilities under the National Fire Protection Association (NFPA) 1901 Standard for Automotive Fire Apparatus. The City received an award in 2018 in the amount of $289,000 (approximately ½ of the engine purchase price) with a City cash match of $255,000, City In-Kind $28,900 for a total project cost of $572,900. This project was closed in 2020 and we are now eligible to apply for another grant for the same purpose. If awarded the assistance, the City will purchase its third new fire engine to replace one that was due to be retired three years ago. The new engine will be housed at Fire Station No. 2. The City plans to use the same cooperative purchasing agent through H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing) as listed in the attached Purchase Quote. Also, as before, if the City prepays for the engine at the time of ordering there is a cost saving of $25,329. It is anticipated to take 12 to 18 months to build and deliver the engine.

For an ICDBG application to be eligible under this category it must meet three requirements, which includes being an eligible applicant, consisting of eligible activities, and addressing a national objective. The City of Moscow is an eligible applicant as a local government, the purchase of a fire engine is an eligible activity under the Public Facility category, and meets one of HUD's three national objectives of benefitting at least 51 percent "Low- to Moderate-Income" (LMI) persons. Household income is used to determine if a person falls in that category. If a household's income is 80 percent or less of the median county income, the household members are considered to be low- to moderate- income persons and the City is currently ranked at 53.65 percent based on HUD criteria.

Prior to submittal of the application, the City is required to certify as a local government that it will comply with the Certifications as listed in the attached document with provisions specific to CDBG funding to include Civil Rights and Equal Opportunity, Property Acquisition, Environmental Standards, Labor Standards, Anti-Lobbying, Administrative and Miscellaneous Provisions. In addition, the City must certify as a participant of the program the ICDBG Citizen Participation Plan also attached to this report. Lastly, the City is required to hold a public hearing prior to submittal of the application to allow public review and input of the request. This hearing is scheduled to be held at 7:00 p.m., November 15, 2021, before the Moscow City Council.

City Staff is proposing to request an amount not to exceed $500,000 under the Public Facilities program for the purchase of a new fire engine. It is estimated the purchase of the fire engine will not exceed $670,000. Proposed projects with the highest percentage of local match receive the most points. Under the ICDBG program, up to 10% of the funding request can be allocated to grant administration and can be contributed in local match. The City's grants manager is a Certified ICDBG Administrator and her administration of the project will contribute to the local match. Staff will be working with the DOC staff prior to grant submittal to determine the most equitable amount of match to be contributed toward the project. Matching funds for this project have been allocated in the FY2022 Budget in anticipation of this grant request.

STAFF RECOMMENDATION

Recommend approval to submit a funding request to the Idaho Department of Commerce under the Idaho Community Block Grant program for an amount not to exceed $500,000 to assist with the purchase of a new fire engine under the Public Facilities funding category and approval of the Certifications and Assurances and a Citizen Participation Plan to be included in the grant application.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval to submit a funding request to the Idaho Department of Commerce under the Idaho Community Block Grant program for an amount not to exceed $500,000 to assist with the purchase of a new fire engine under the Public Facilities funding category and approval of the Certifications and Assurances and a Citizen Participation Plan to be included in the grant application, or provide staff further direction.

FISCAL IMPACT

The engine purchase price is $670,000 and the cash and in-kind match are anticipated to be in the range of $250,000 up to $335,000. The FY2022 Budget includes funding to cover this requirement.

PERSONNEL IMPACT

Grants, Fire, Fleet and Finance

ATTACHMENTS

1. AS724 Discount Recap 10262021
2. Certifications and Assurances
3. Citizen Participation

October 26, 2021

Moscow Fire Department, ID
One (1) Saber FR Pumper AS724
Build Location: Bradenton, FL

Proposal Price	695,284.00
Less chassis progress payment discount	(9,521.00)
Less payment upon completion @ factory discount	(6,725.00)
Less 100% pre-payment discount	(9,103.00)
Total including all pre-pay discounts	**$ 669,935.00**

Terms:

Preliminary Pricing: The above pricing is for budgetary purposes only. Actual cost may change once the apparatus specification and project details are finalized.

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 12 to 16 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. Chassis Progress Payment Discount: The chassis progress payment in the amount of **$317,379.00** will be due three (3) months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date . If payment is not made when due the discount total will be added back to the final invoice.

ii. Payment Upon Completion at Factory Discount: If elected, final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

iii. 100% Pre-Payment Discount: If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory. The 100% pre-payment discount is valid for 180 days from quote unless interest rates change; at which time a notification of change will be given and a new quote will be issued.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

Consortium Purchase: The proposal is based on the unit being purchased through H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing Program) utilizing contract FS12-19 valid until 5/31/2022 with a registered End User member Interlocal Contract "ILC." It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements. More information can be found at hgacbuy.org

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **$1,699.00** may be deducted from the purchase price.

Transportation: Transportation of the apparatus to be driven from the factory to the customer's location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **$6,500.00** may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: Two (2) factory inspection trips for **three (3)** fire department customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the fire department is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the fire department. If the department elects to have additional representatives included in the inspection trips $1,850.00 per traveler per trip will be added to the final invoice.

Acceptance of Proposal: If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. **All purchase orders shall be made out to Hughes Fire Equipment Inc.**

XVI. **CERTIFICATIONS**

I certify the data in this application is true and correct, that this document has been duly authorized by the governing body of ________________________________ (city/county) and we will comply with the following laws and regulations if this application is approved and selected for funding.

Specific CDBG Provisions:

Section 110 of the Housing and Community Development Act of 1974, as amended, by the Housing and Urban-Rural Recovery Act of 1983 and the Housing and Community Development Act of 1987, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;

It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws;

Conduct and administer its program in conformance with Title VI and Title VIII, and affirmatively further fair housing;

Provide opportunities for citizen participation comparable to the state's requirements (those described in Section 104(a) of the Act, as amended);

Not use assessments or fees to recover the capital costs of CDBG funded public improvements from low- and moderate-income owner occupants;

Minimize displacement as a result of activities assisted with CDBG funds by following the Idaho Department of Commerce's anti-displacement and relocation assistance plan and the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (49 CFR Part 24);

Policy on the Prohibition of the Use of Excessive Force:

It hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, it hereby agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration.

It further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that it has not complied with this policy to file a complaint.

Civil Rights and Equal Opportunity Provisions:

Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

The Fair Housing Act (previously known as Title VIII of the Civil Rights Act of 1968) (Public Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;

Section 109 of Title I of the Housing and Community Development Act of 1987, as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity;

Executive Order 11063, as amended by Executive Order 12259 on equal opportunity in housing and non-discrimination in the sale or rental of housing built with Federal assistance, and requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;

Executive Order 11246 as amended by Executive Order 11375 and 12086, and the regulations issued pursuant hereto (24 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontracts on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship;

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government;

Property Acquisition Provision:

It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Federal implementing regulation at 49 CFR Part 24, and the requirements of section 570.496a and it is following a residential anti-displacement and relocation assistance plan under section 104(d) of Title I of the Housing & Community Development Act of 1974, as amended;

Environmental Standards and Provisions:

Its chief executive official:

1) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. S 4321 et seq.) and other provisions of Federal law, as specified at 24 CFR 58.1 (a) (3) and (a) (4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to the Idaho Community Development Block Grant Program; and
2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will comply with:

1) The National Environmental Policy Act of 1969 (42 U.S.C. S 4321 et seq.) and 24 CFR Part 58, and in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (U.S.C. 469a-1, et seq.) by:
   a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and

b) Complying with all requirements established by the State and to avoid or mitigate adverse effects upon such properties.

2) Executive Order 11988, Floodplain Management;
3) Executive Order 11990, Protection of Wetlands;
4) Endangered Species Act of 1973, as amended, (16 U.S.C. Section 1531 et seq.);
5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);
6) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271);
7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300f et seq.);
8) Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended, (42 U.S.C. Section 4831 (b);
9) The Clean Air Act of 1970, as amended, (42 U.S.C. Section 7401 et seq.);
10) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);
11) The Clean Water Act of 1977 (Public Law 95-217); and
12) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.);
13) Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) as it relates to the mandatory purchase of flood insurance for special flood hazard areas.

Labor Standards and Provisions:

The provisions of the Davis-Bacon Act (46 U.S.C. S 276a-5) with respect to prevailing wage rates (except for projects for rehabilitation of residential properties of fewer than eight units);

Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;

Federal Fair Labor Standards Act, 29 U.S.C. S 102 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;

Anti-kickback (Copeland) Act of 1934, 18 U.S.C. S 874 and 40 U.S.C. S 276c, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

Anti-Lobbying Certification:

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

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of, employee of a member of, officer of or employee of Congress in connection with this federal grant, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Administrative and Financial Provisions:

2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Miscellaneous:

It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;

It will comply with the provisions of the Hatch Act, which limits the political activity of employees;

It will give State, HUD and the Comptroller General through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant; and

The local government hereby certifies that it will comply with the above stated assurances.

____________________________	____________________________
Signed by Chief Elected Official	Date

____
Printed Name

XVIII. A. Idaho Community Development Block Grant (CDBG) Citizen Participation Plan

City/County of ____________________

Pursuant to citizen participation requirements for Idaho Community Block Grant participants, the City/County of ______________ hereby certifies the following activities will be completed:

Provide for and encourage citizen participation, particularly for low- and moderate-income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used. Provide technical assistance to group's representative of low- and moderate-income persons that request assistance in developing proposals in accordance with procedures developed by the department. Such assistance need not include providing funds to such groups.

Hold a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens' views. The first public hearing shall include a description of the proposed project, scope of work, budget, schedule, location, and beneficiaries. Any earned program income must also be noted. The application, related documents, and the Application Handbook shall be available for citizens to review.

The second public hearing on the status of funded activities and accomplishments to date; a general description of remaining work and a general description of changes made to the CDBG project scope of work, budget, schedule, location or beneficiaries.

A public hearing shall also be held in the event CDBG project activities are added, deleted or substantially changed from the application. Substantially changed means changes made in terms or purpose, scope, location or beneficiaries as defined by the CDBG program.

Provide reasonable and timely access to local meetings, information and records pertaining to the local government's proposed and actual use of CDBG funds. Public hearings shall be conducted at times and locations convenient to local citizens.

Public hearings shall be advertised in a local newspaper no less than seven (7) twenty-four (24) hour days prior to the hearing date. If there is no local newspaper, public notification will occur through some other method where there is wide distribution to citizens within the project area. The Community Development staff must approve this method.

A copy of the publication and/or affidavit of publication shall be submitted to the department. The notice should identify all of the topics to be addressed in the public hearing including the assurances that hearings shall be held in facilities that are accessible to persons with disabilities and that alternative formats shall be available to persons with disabilities where practicable, and with advance notice to the unit of local government.

Citizens shall also be notified they will be given the opportunity to comment orally or in writing at a minimum of _____(*timeframe*)_______ prior to and at the hearing. Special accommodations shall be available for persons with disabilities who may wish to comment within this period.

Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can be expected to participate.

Local citizen participation records which shall be made available to the state and local citizens shall include: A copy of the public notice and/or affidavit of publication which describes proposed or actual project activities, scope of work, location, budget, schedule, objectives, and beneficiaries. Notices shall also contain the accessibility clause for persons with disabilities.

Grantees must provide the address, telephone number, and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances within fifteen (15) working days where practicable.

Local staff shall be familiar with citizen's complaint procedures. These procedures shall provide local citizens with the opportunity to protest project activities or related issues. A written complaint or grievance is formal notification of a concern, allegation or protest to a proper authority. A formal complaint will be considered filed at the time it is delivered to the appropriate authority's office. To file a complaint, citizens must provide enough information to allow an investigation. The complaint should be clear and concise and include the following information:

A. Identification of the project, project location, and program activities.
B. Reason for the complaint (hearsay and innuendo will not be considered valid).
C. Sufficient data to substantiate any claims or charges. If possible, supporting documentation should be included.
D. If desired, citizens may propose a solution to the problem.

If the complaint is concerning local activities or project implementation, complaints and grievances shall first be filed with the appropriate elected official. If this is the case, grantees shall be required to notify the department of the complaint. A copy of the response shall also be submitted to the department. Every attempt must be made to respond to citizens within fifteen (15) days where practicable.

If a citizen feels the response from the local jurisdiction is unsatisfactory, he or she may appeal to the department for resolution. The department at that time may request additional information. Every effort will be made by the department to provide a full response within thirty (30) days.

If valid and sufficient data has been provided to substantiate the complaint, an investigation will be conducted. The extent of an investigation depends on the scope and depth of the issues involved.

If the complaint is more appropriately directed toward the CDBG program activities, the same procedure will be followed except all communications are between the state and the complainant.

This plan shall become effective ____________________.
(Date)

____
Chief Elected Official