Public Works / Finance Committee

Regular Meeting

~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins

City Clerk

208.883.7015

Monday		**Council Chambers**
	3:00 PM	
August 13, 2018		**206 E. Third St.**

Action Items

1. **Approval Of Public Works/Finance Committee July 23, 2018 Minutes – Laurie M. Hopkins**

   Documents:

   PWF MINUTES OF 7-23-18.PDF

2. **Disbursement Report For July 2018 – Sarah Banks**

   Staff will present the Accounts Payable Report for the month ending July 2018.

   ACTION: Sign the Disbursements Report for the month of July 2018.

   Documents:

   DISBURSEMENT REPORT FOR JULY 2018.PDF

3. **Open Budget For Fiscal Year 2017-2018 (FY2018) - Gary J. Riedner**

   The State of Idaho provides a process for cities to amend the original budget appropriation ordinance in accordance with Title 50-1003 of the Idaho Code. Staff is proposing to amend Ordinance 2017-07 due to federal, state and local grant awards, contributions and donations within the Recreation and Culture Fund, the Pumper Fire Truck, computer purchases, street maintenance and other projects. The proposed appropriation change is $2,019,967.

   PROPOSED ACTIONS: Review the ordinance and forward to the full Council for a public hearing to take place August 20, or provide staff further direction.

   Documents:

   OPEN BUDGET FOR FY2018.PDF

4. **Single Stream Curbside Recycling Program Modification - Tim Davis**

The landscape of recycling, and especially single stream recycling, has changed dramatically over the past year due to new regulations imposed by the government of China known as "National Sword 2017" and "Blue Sky 2018". China has historically imported over 50% of the worlds recyclables, but these new policies severely restrict imports of recyclables and impose unachievable contamination rates. These new policies have flooded domestic recycling markets resulting in historic low market values for recyclables.
To maintain the economic viability of the single stream curbside recycling program in Moscow, we must adapt to these dramatic shifts to the world and domestic markets. Staff is proposing modifications to the single stream recycling program by concentrating focus on collecting high quality, marketable materials rather than expanded lists of low grade and difficult to market materials. Subtle changes to acceptable materials in the single stream program will also require an extensive public education effort to minimize confusion by customers.

PROPOSED ACTIONS: Authorize staff to modify the single stream curbside recycling program as presented; or provide staff further direction.

Documents:

SINGLE STREAM CURBSIDE RECYCLING.PDF

5. **775 Indian Hills Drive Lot Line Adjustment - Michael Ray**

Jim Swift is requesting a lot line adjustment between Lots 8 and 9 of Indian Hills Seventh Addition currently addressed as 775 Indian Hills Drive. Lot 8 is currently 13,343 sf in size and Lot 9 is currently 12,112 sf in size. The applicant is proposing to adjust the common lot line between the two parcels to make construction of homes on the properties more feasible due to difficult grades and a previously constructed retaining wall. The proposed lot line adjustment will render Lot 8 - 15,826 sf in size and Lot 9 - 9,631 sf in size. The subject properties are located in the Low Density Single-Family Residential (R-1) Zoning District which has a minimum lot area of 9,600 sf and a minimum lot width of 80 feet. Both parcels will meet the minimum lot area and width requirements for the R-1 Zone.

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

Documents:

775 INDIAN HILLS LLA.PDF

6. **ITD 5339 Capital Grant Project Funding Agreements - Time Extensions - Alisa Anderson**

In March of 2015, the City submitted a grant application to the Public Transportation Division of the Idaho Transportation Department (ITD) for a Rural One-Time Capital Asset 5339 Bus and Bus Facilities Funding solicitation. In June of 2015, the City received notification the application was fully funded as requested with a funding period from October 1, 2016 to September 30, 2018.

The project components for Bike and Bus Shelters include purchase and installation of a covered bike parking shelter, installation of five bus shelters, and purchase and installation of a bus stop bench. The Bike Amenities project includes the purchase and installation of bike sharrows and way-finding signage. Each project has a separate updated Grant Project Funding Agreement and Attachment A Project Budget Request attached to this report amending the project ending dates from September 30, 2018 to December 31, 2018, as detailed in the attached "Request for Time Extension."

PROPOSED ACTIONS: Recommend approval of the Grant Project Funding Agreements for Bike and Bus Shelters and Bike Amenities and Attachment A for Capital Asset 5339 federal funds extending the project end date to December 31, 2018, or provide staff further direction.

Documents:

ITD 5339 CAPITAL GRANT.PDF

7. **SCADA Replacement Project FY2017 - Change Order No. 1 - Les MacDonald**

In July of 2017 the City published an advertisement for bids for the SCADA Replacement Project - 2017 with an Engineer's Estimated cost of $483,881.00. Only one bid, from Strom Electric, was received. The bid from Strom was presented to and awarded by City Council for $357,000.00 with Staff authorization to approve change orders up to 10% of the contract amount.

Change Order #1 addresses increased quantities of system components with a cost exceeding the 10% Staff authorization threshold, so the change order is being presented to the City Council for approval in accordance with City policy.

PROPOSED ACTIONS: Forward to the City Council with a recommendation to approve Change Order No. 1 for the SCADA Replacement Project, or provide Staff further direction.

Documents:

SCADA REPLACEMENT PROGRAM CHANGE ORDER.PDF

Reports

1. **Third Street Corridor Status Report - Les MacDonald**

Public Works/Finance Committee

Regular Meeting
~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday **July 23, 2018**	**4:00 PM**	**Council Chambers** **206 E. Third St.**

The meeting was called to order at 4:00 PM

PRESENT: Kathryn Bonzo Chair, Jim Boland Councilmember, Brandy Sullivan Councilmember

OTHERS: Council Member Gina Taruscio, Mayor Bill Lambert

STAFF: Jen Pfiffner, Tyler Palmer, Bill Belknap, Les MacDonald, David Richardson, Mia Vowels, Kathleen Burns, Judi Davis

1. Approval of Public Works/Finance Committee June 11, 2018 Minutes – Laurie M. Hopkins

RESULT:	**ACCEPTED [UNANIMOUS]**
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

2. Approval of Public Works/Finance Committee July 9, 2018 Minutes – Laurie M. Hopkins

RESULT:	**ACCEPTED [UNANIMOUS]**
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

3. Public Hearing: FY2019 Proposed Fee Resolution – Gary J. Riedner

Any fee increase being proposed by more than 5% or any new fees require a public hearing pursuant to Idaho Code 63-1311A. Additionally, pursuant to Idaho Code 63-1311, the City's fees collected shall be reasonable related to, but not exceed, the actual cost of the service provided. Staff will discuss proposed fee increases for the FY2019 budget year. The fee increases are due to the additional costs associated with the delivery of services including administration, operations and maintenance. This was reviewed by the Public Works/Finance Committee on July 23, 2018 and forwarded to the City Council for public hearing.

PROPOSED ACTIONS: Conduct the public hearing and after considering testimony, approve the attached resolution with or without changes or take other such action deemed appropriate.

Pfiffner explained this item is presented in conjunction with the FY2019 budget. She went through notable increases and new fees: land use development fee increases to more accurately reflect actual cost of service; a new grading security permit; utility rate increases per the rate studies; a new small commercial rate; parks and recreation increases for program changes and increase in part time salaries to compete with other entities; and other changes. Farmers Market fees were not proposed to be adjusted as staff wanted to get through one full season before reviewing. The resolution will proceed to public hearing on August 6, 2018.

4. Trindera Engineering Master Agreement for Professional Services – Tyler Palmer

The Public Works Department wishes to retain the firm of Trindera Engineering, Inc., of Coeur d'Alene, Idaho from our consultant roster so that future design services for which the firm is selected may be contracted through a Task Order Agreement. The attached Master Services Agreement will allow the City to retain Trindera for ongoing and upcoming design work. This was reviewed and recommended for approval by the Public Works/Finance Committee on July 23, 2018.

ACTION: Approve the Master Services Agreement for professional services by Trindera Engineering, Inc.

Richardson presented the item listed above. The Committee recommended approval and that it be placed on the Council consent agenda.

RESULT:	**RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]**
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

5. Spin Dockless Bike Share Program – Les MacDonald

Over the last several years the University of Idaho and the City of Moscow have considered the possibility of implementing a Bike Share Program within the City. During that time, the industry has expanded to include both standard docked bike share systems as well as the newer dockless bike share systems. The University has taken the lead on discussing the implementation of a dockless system on campus and is interested in having the City of Moscow participate in the program so as to provide the greatest opportunity for a successful system. The University has entered into a Memorandum of Understanding with Spin Bikes to launch a dockless system on the campus with the beginning of the 2018/2019 school year. The Committee received a briefing on the Bike Share Programs and the U of I Program at the July 9, 2018 meeting and provided Staff direction to further explore a possible citywide program and the development of a Memorandum of Understanding (MOU) Agreement for that purpose. The attached memo includes details on the issues addressed by the attached Draft MOU.

PROPOSED ACTIONS: Discuss the potential for implementing an citywide Dockless Bike Share Program, review the Draft Memorandum of Understanding, and convey the information to the City Council for consideration, or provide Staff further direction.

Les MacDonald introduced the item listed above. The next step is the proposed Memorandum of Understanding that would expand the U of I agreement to the city for a city-wide program. There are provisions of SPIN staff to pick up bikes that are in the way. The MOU would provide the use of the right-of-way, which is selling a product in the right-of-way and this will give the "vending". One hundred bikes will be available at the beginning of the school year. Scooters are within the MOU however, some details need to be worked out prior to them arriving in 2019.

Becky Couch, U of I Parking Services, said their agreement has a 30 day notice for termination. MacDonald said that is the same language in the City's MOU. Couch anticipates potential issues but SPIN is responsible for all maintenance, redistribution and issues that may arise. Parking on private property is allowed. Some owners may not be okay with bikes being left on their property but perhaps those properties can be geofenced out of the system. The MOU does not grant anyone the authorization to enter private property and does not address private property rights. In comparing contracts in other cities, Moscow's proposed MOU is a bit more restrictive on timeframe for resolving issues. The boundary is anticipated to be the City limits and will have to define areas that may be needed to be geofenced out.

The Committee recommended approval and that it be placed on the Council regular agenda for full Council discussion.

RESULT:	**RECOMMENDED TO COUNCIL REGULAR [UNANIMOUS]**
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

Reports

Third Street Pedestrian Bridge Schedule – Les MacDonald
MacDonald recapped the staff direction from the Council meeting on July 16, 2018. Staff has been working on costs of acquiring a bridge but does not have all the quotes back as yet. For the size of bridge needed, the cost would be above the $50,000 threshold which means it would have to go into the bid process. Even with the bid process, staff should be able to meet the end of September deadline. The proposed timeline start to finish is 22 weeks which includes hydraulic analysis, environmental aspects, soil conditions, RFP process, manufacture and delivery, design of approaches, prep work, installation and such with completion in mid-January. Weather could be an issue. Staff asked Council to consider a potential change to schedule to spring just in case weather or delivery becomes an issue with the caveat proceed with project. The two way bike lanes are broken in sections. The eastern section is almost ready for bid. The western section is pending ITD approval. There could be a phased approach that would have a western terminus at Adams. Staff doesn't think it is likely to get ITD approval for construction on the western section this year. This section is most likely a spring construction. Going from vehicular to pedestrian, how much of the improvements are needed today? Staff is reviewing a possible phased approach for the traffic calming until the multi-modal bridge is constructed. Curb bulbs, HAWK signal, speed zone signs, and sidewalk work would all still be done under the Child Pedestrian Safety (CPS) grant.

Staff will need guidance from City Council on rebidding timeframe the multi-modal bridge. MacDonald recommendation is to proceed with pedestrian bridge and corridor, minus the few items of raised pedestrian crossing and the west end of Third Street. Discussion ensued regarding two way bike lane from Jefferson and Washington.

The ITD application has not been submitted as staff has been focusing on the grant elements. The bulb-outs were part of the CPS grant for walking the length of the corridor. The raised crosswalks were for traffic mitigation due to the multi-modal bridge. Extending the timeline could also allow some flexibility for the manufacturer in their schedule. The sidewalk from Blaine to Mountain View proposed to be moved and is included in the upcoming request to bid. Sullivan suggested terminating the two-way bike lane at Blaine and leaving the parking. MacDonald said staff has been looking at a continuous system but can look into how that would look.

The primary focus for the full Council is the pedestrian bridge schedule is consistent with council desires and any modification of dates. Also when to rebid multi-modal bridge. Boland is flexible on installation to spring. He wants the multi-modal bridge bidding after the pedestrian bridge is installed and perhaps there would be additional data on usage. Discussion ensued regarding footings, excavation and length of bridge.

Staff will need a timeframe for the rebid of the multi-modal bridge and clarification on the pedestrian bridge schedule. Staff will bring more information to the full Council on August 6, 2018.

Adjourn
The meeting was closed at 4:59 PM

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 08/13/2018
Title: Disbursement Report for July 2018
Responsible Staff: Sarah Banks

Information

DESCRIPTION: Presentation of the Accounts Payable Report for the month ending July 31st, 2018. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of $2,740,999.90.

Payroll	$1,106,210.00
Professional Services	55,689.00
Sanitation	283,348.00
Capital Outlay-Equipment	20,790.00
Supplies	47,018.00
Capital Outlay-Improvements	366,512.00
Capital Outlay-Vehicles	73,000.00
Utilities	80,457.00
Capital Outlay	508,612.00
Contractual Payments	23,198.00
ACH Wells Fargo	31,685.00
Current Liabilities	4,140.00
Total	$2,600,659.00

STAFF RECOMMENDATION: Approve report.

ACTION: Sign the Disbursements Report for the month of July 2018.

Necessary Resources/Impacts

$2,740,999.90

Attachments

Disbursements Report FY18
Cash & Investments Balances - July 2018
Revenue July 2018

DISBURSEMENTS REPORT FOR JULY 2018

	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE		7/5/2018	7/12/2018	7/13/2018	7/19/2018	7/26/2018	7/26/2018	7/10/2018 7/23/2018	7/23/2018	7/6/2018	7/20/2018	
BATCH #		00001.07.2018	00002.07.2018 00020.07.2018	00040.07.2018	00004.07.2018	00007.07.2018	00005.07.2018	00003.07.2018 00006.07.2018	00004.07.2018 00006.07.2018	00100.07.2018	00200.07.2018	
CHECK #'s		87921-87982	87983-88110	88111	88112-88202	88203	88204-88272	July's CC ACHS	88184, 88115	20742-20749	20761 20750-20760	
Fund #												
	ACH for Wells Fargo to be Imported 8/6/18							8,717.58				**8,717.58**
101	**GENERAL**	10,714.93	26,033.42		18,936.21		14,612.01	14,279.38		287,467.96	313,986.67	**686,030.58**
105	**STREETS**	1,900.25	22,544.97		10,871.46		5,220.60	910.65	(1,280.00)	26,116.71	25,966.61	**92,251.25**
120	**RECREATION AND CULTURE**	3,681.85	28,013.00		24,986.31		7,009.64	2,622.15		94,207.29	92,834.38	**253,354.62**
121	**MSD COMM. PLAY FIELDS**		1,950.42		1,185.82		751.16			2,378.38	2,130.10	**8,395.88**
123	**1912 CENTER**						7,916.67					**7,916.67**
128	**TRANSIT CENTER**		111.18		899.23		149.14					**1,159.55**
220	**WATER**	7,796.19	40,821.87		9,684.18		23,486.57	48.64	(50.00)	48,298.91	50,093.18	**180,179.54**
230	**SEWER**	17,694.04	36,122.72	121.66	22,991.59		10,761.30	3,176.51	(50.00)	46,464.05	49,741.12	**187,022.99**
240	**SANITATION**	8,200.00	43.51		266,522.70		1,070.50			3,751.26	3,837.19	**283,425.16**
290	**FLEET**	536.27	8,996.34		7,497.36		79,203.93	23.00		12,595.16	12,804.58	**121,656.64**
295	**INFORMATION SYSTEMS**	437.59	5,636.42		1,161.70			662.23		16,569.92	16,966.92	**41,434.78**
320	**WATER CAPITAL PROJECTS**	160,532.86	830.00		8,029.57	200,000.00	11,005.02	79.21				**380,476.66**
330	**SEWER CAPITAL PROJECTS**	7,726.76			6,569.64	223,979.00	1,711.89	362.80				**240,350.09**
340	**SANITATION CAPITAL PROJ**											**0.00**
350	**CAPITAL PROJECTS**	22,947.69	38,766.97		153,582.00		32,528.69	802.56				**248,627.91**
355	**LID CONSTRUCTION**											**0.00**
380	**HAMILTON - PARKS & REC**											**0.00**
590	**BONDS & INTEREST**											**0.00**
	TOTAL	**242,168.43**	**209,870.82**	**121.66**	**532,917.77**	**423,979.00**	**195,427.12**	**31,684.71**	**(1,380.00)**	**537,849.64**	**568,360.75**	**2,740,999.90**

WIRE Transfers:

______________________________ **Kathryn Bonzo, Chair**

______________________________ **Brandy Sullivan**

______________________________ **Jim Boland**

________________________ **Gary J. Riedner, Acting Finance Director**

City of Moscow
Cash and Investments
Balances as of 7/31/2018

Fund		Year to Date Balance
General Fund	$	6,298,215.85
Street Fund	$	1,798,350.39
Culture & Recreation	$	1,437,789.37
MSDCPF	$	160,882.06
1912 Fund	$	75,321.04
Art Fund	$	-
Transit Center	$	109,550.69
Water Fund	$	2,634,201.69
Sewer/WWTP	$	3,943,336.89
Sanitation Fund	$	2,231,653.99
Fleet Fund	$	2,520,003.38
Information Systems	$	1,817,002.26
Water Capital	$	6,480,237.55
Sewer Capital	$	7,258,011.10
Capital Projects	$	5,424,661.71
Sanitation Capital	$	4,772,636.91
LID construction	$	180,020.81
Hamilton	$	2,572,387.06
Bond & Interest	$	248,615.48
LID Funds	$	29,058.09
Payroll Service	$	540,533.51
Total Cash & Investments	**$**	**50,532,469.83**

RECEIPTS REPORT FOR JULY 2018

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	2,006,378.47	100,874.89	66,018.21	266,713.89	126,585.89	9,780.59	28,807.22	954.06	1,600.00	4,170.84	2,611,884.06
105	STREETS	256,270.00	0.00	0.00	279,734.42	26,223.40	0.00	0.00	150.00	0.00	0.00	562,377.82
120	RECREATION AND CULTURE	0.00	0.00	25.00	0.00	109,827.47	0.00	0.00	999.45	-67.00	0.00	110,784.92
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	6,631.55	0.00	0.00	0.00	0.00	0.00	0.00	6,631.55
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,379.54	0.00	0.00	0.00	0.00	0.00	1,379.54
220	WATER	0.00	0.00	0.00	0.00	544,669.79	0.00	40,398.32	536.15	0.00	0.00	585,604.26
230	SEWER	0.00	0.00	0.00	0.00	546,125.56	0.00	0.00	2,307.56	0.00	0.00	548,433.12
240	SANITATION	0.00	0.00	0.00	0.00	371,204.66	0.00	0.00	2,000.00	0.00	0.00	373,204.66
290	FLEET	0.00	0.00	0.00	0.00	72,631.94	0.00	0.00	0.00	0.00	0.00	72,631.94
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	97,568.34	0.00	0.00	3,195.30	0.00	0.00	100,763.64
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	0.00	0.00	0.00	0.00	0.00	0.00	70,700.00	0.00	70,700.00
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	2,518.44	0.00	0.00	0.00	2,518.44
590	BOND & INTEREST	63,857.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	63,857.27
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	2,326,505.74	100,874.89	66,043.21	553,079.86	1,896,216.59	9,780.59	71,723.98	10,142.52	72,233.00	4,170.84	5,110,771.22

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 08/13/2018
Title: Open Budget for Fiscal Year 2017-2018 (FY2018)
Responsible Staff: Gary J. Riedner

Information

DESCRIPTION: The State of Idaho provides a process for cities to amend the original budget appropriation ordinance in accordance with Title 50-1003 of the Idaho Code. Staff is proposing to amend Ordinance 2017-07 due to federal, state and local grant awards, contributions and donations within the Recreation and Culture Fund, the Pumper Fire Truck, computer purchases, street maintenance and other projects. The proposed appropriation change is $2,019,967.

STAFF RECOMMENDATION: Review the ordinance and forward to the full Council for a public hearing to take place August 20

PROPOSED ACTIONS: Review the ordinance and forward to the full Council for a public hearing to take place August 20, or provide staff further direction.

Necessary Resources/Impacts:

N/A

Attachments

FY2018 Open Budget Memo
Budget Revisions 2018
NOTICE OF PUBLIC HEARING-amended budget2018
Ordinance 2018- Open Budget FY2018

MEMORANDUM

To: Gary J. Riedner, City Supervisor/Acting Finance Director

From: Sarah L. Banks, Assistant Finance Director

C: Mayor & City Council

Date: August 6, 2018

Re: Open Budget FY2018

This year there are fourteen changes totaling $2,019,967 recommended for the FY2018 open budget process. These recommended changes are in anticipation of the public hearing scheduled for August 20, 2018.

General Fund:

In FY2018, the Police Department will receive $10,000 in grant funds to Purchase Child Passenger Safety Seats. We will receipt these grants in General Fund Federal Grants (101-000-00-431-01) and expense them from Police Operations Reimbursable Grant Supplies (101-072-20-632-02).

Street Fund:

In FY2018, the City will receive $42,100 in grants for emergency repair/response efforts associated with the 2017/2018 winter weather impacts. We will receipt these grants in Street Federal Grant– Disaster Assistance (105-000-00-431-11). Expenses $36,000 will come out of Street Maintenance (105-150-40-632-74), and $6,100 Street Storm Drainage (105-150-40-632-76).

Recreation & Culture Fund:

In FY2018, the Arts Department received unanticipated donations and grants for the City's Community Public Art Projects. The Moscow Public Library committed $13,806 towards the library's public art project, which was $10,000 over the anticipated donation of $3,806. We receipted this $10,000 donation in Recreation & Culture Contributions and Donations (120-000-00-476-11) and expensed it out of Arts Community Public Art (120-200-30-642-25).

The Idaho Commission of the Arts granted the City of Moscow Entry Track funds totaling $8,832 for the City's Community Public Arts Projects. We receipted these two separate grants in Recreation & Culture Federal Grant Revenue (120-000-00-431-01). We expensed $954 out of Arts Community Public Art (120-200-30-642-25), $2,000 out of Arts Professional Services (120-200-30-642-10), $3,481 out of Arts Third Street Art Gallery (120-200-30-632-13) and $2,397 out of Arts Department Supplies (120-200-30-632-40).

Fleet Fund:

In FY2017, the City replaced Unit #526 1993 Pierce Lance Fire Truck with a new Pierce Saber Pumper Fire Truck ($515,000). The Pumper Fire Truck was ordered, but not received until FY2018. There are two revenue sources for this purchase. The revenue $515,000 will come from Fleet Beginning Fund Balance (290-000-00-900-01). We expensed the Pumper Fire Truck from Fleet Vehicles Public Safety (290-130-20-770-75).

In FY2018, the Water Department replaced Unit #123 1997 Pacific Tec Power Vac with a new Vacuum Unit. The revenue source for this purchase, $37,000, came from Fleet Beginning Fund Balance (290-000-00-900-01) and was expensed from Fleet Vehicles – Water (290-130-70-770-75).

Information Systems Fund:

In FY2018, the IS Department purchased $98,519.22 of computers that were budgeted for FY2017. The revenue source for these unanticipated purchases is Information Systems (IS) Beginning Fund Balance (295-000-00-900-01). Each computer was expensed from the corresponding departments Minor Equipment line within the IS Fund.

- 295-135-10-690-10 $27,015.83
- 295-135-20-690-10 $23,832.40
- 295-135-30-690-10 $12,997.36
- 295-135-40-690-10 $2,948.58
- 295-135-50-690-10 $2,269.21
- 295-135-60-690-10 $3,265.73
- 295-135-70-690-10 $18,849.45
- 295-135-10-690-15 $7,340.66

Capital Projects Fund & Hamilton:

In FY2018, the City had three capital projects funded, almost entirely, by unanticipated grant revenues:

1. The City made improvements to the Third Street corridor between Washington St. and Mountain View Rd. We received grant revenues of $250,000 and receipted them into Capital Projects State Grant Revenues (350-000-00-434-00). The improvement expenses came out of Streets Capital Projects Third St. (350-150-40-770-32).

2. The City made unanticipated Multimodal Improvements of $178,700. The revenue for these improvements came from two places. We received grant revenues of $144,050 and receipted them into Streets Capital Projects – Federal Grant – MTI Grow America (350-000-00-431-40). The remaining revenue $34,650 will come from Capital Projects Beginning Fund Balance (350-000-00-900-01). These Multimodal Improvement expenses will come out of Streets Capital Projects – Multimodal Improvements Project (350-150-40-770-75).

3. The City had unanticipated Pavement Management and Slurry Seal projects of $477,050. We received grant revenues of $477,450 and receipted them into Capital Projects State Grant Revenues (350-000-00-434-00). The expenses came out of Streets Capital Projects Pavement Program (350-150-40-770-80).

In FY2018, the City bid the 1912 Center Re-roofing Project. The total expense related to the Re-roofing project was $266,560. The Heart of the Arts donated $64,300 towards the project and the revenue was receipted into Parks & Recreation Capital Projects – Donations – Parks & Recreation (350-000-00-476-21). The remaining revenue $202,260 came from Capital Projects Beginning Fund Balance (350-000-00-900-01). The project was expensed from Parks & Recreation Capital Projects – Building Improvements (350-165-30-770-72).

In FY2018, the Parks & Recreation Department made unanticipated improvements to several Moscow city playgrounds totaling $102,303. There are three revenue sources for these improvements. Per City Council approval, we will take $23,503 from Hamilton beginning fund balance (380-000-00-900-01). Bill Parks and Moscow High School Buddy Club donated a total of $30,000 that we receipted in Parks & Recreation Capital Projects – Donations – Parks & Recreation (350-000-00-476-21). The remaining $48,800 is coming from Capital Projects Beginning Fund Balance (350-000-00-900-01). We expensed the playground improvements from Parks & Recreation Capital Projects – Playground Equipment (350-165-30-770-76).

BUDGET REVISIONS DETAIL 2018

Explanation

This year there are fourteen changes totaling $2,019,967 recommended for the FY2018 open budget process. These recommended changes are in anticipation of the public hearing scheduled for August 20, 2018.

General Fund

Revenue

General Fund Federal Grants (1)	$10,000
Total unanticipated and unallocated revenues	**$10,000**

Total Proposed General Fund Use of Funds:

General Fund:

Police Operations Reimbursable Grant Supplies (1)	$10,000
Total General Fund Proposed Uses	**$10,000**

In FY2018, the Police Department will receive $10,000 in grant funds to Purchase Child Passenger Safety Seats. We will receipt these grants in General Fund Federal Grants (101-000-00-431-01) and expense them from Police Operations Reimbursable Grant Supplies (101-072-20-632-02).

Street Fund

Revenue

Street Federal Grant– Disaster Assistance (1)	$ 42,100
Total unanticipated and unallocated revenues	**$ 42,100**

Total Proposed Street Fund Use of Funds:

Street Fund:

Storm Drainage (1)	$6,100
Street Maintenance (1)	$36,000
Total Street Fund Proposed Uses	**$ 42,100**

In FY2018, the City will receive $42,100 in grants for emergency repair/response efforts associated with the 2017/2018 winter weather impacts. We will receipt these grants in Street Federal Grant– Disaster Assistance (105-000-00-431-11). Expenses $36,000 will come out of Street Maintenance (105-150-40-632-74), and $6,100 Street Storm Drainage (105-150-40-632-76).

Recreation & Culture Fund:

Revenue

Recreation & Culture Contributions and Donations (1)	$10,000
Federal Grant Revenue (2)	$8,832
Total unanticipated and unallocated revenues	**$18,832**

Total Proposed Recreation & Culture Use of Funds:

Recreation & Culture Fund:

Arts Community Public Art (1, 2)	$10,954
Arts Professional Services (2)	$2,000
Arts Third Street Art Gallery (2)	$3,481

Arts Department Supplies (2)	$2,397
Total Recreation & Culture Fund Proposed Uses	**$18,832**

In FY2018, the Arts Department received unanticipated donations and grants for the City's Community Public Art Projects. The Moscow Public Library committed $13,806 towards the library's public art project, which was $10,000 over the anticipated donation of $3,806. We receipted this $10,000 donation in Recreation & Culture Contributions and Donations (120-000-00-476-11) and expensed it out of Arts Community Public Art (120-200-30-642-25).

The Idaho Commission of the Arts granted the City of Moscow Entry Track funds totaling $8,832 for the City's Community Public Arts Projects. We receipted these two separate grants in Recreation & Culture Federal Grant Revenue (120-000-00-431-01). We expensed $954 out of Arts Community Public Art (120-200-30-642-25), $2,000 out of Arts Professional Services (120-200-30-642-10), $3,481 out of Arts Third Street Art Gallery (120-200-30-632-13) and $2,397 out of Arts Department Supplies (120-200-30-632-40).

Fleet Fund

Revenues

Fleet Beginning Fund Balance (1, 2)	$ 552,000
Total Fleet Resources	**$ 552,000**

Total Fleet Proposed Use of Funds:

Fleet Vehicles Public Safety (1)	$ 515,000
Fleet Vehicles - Water (2)	$ 37,000
Total Fleet Fund Uses	**$ 552,000**

In FY2017, the City replaced Unit #526 1993 Pierce Lance Fire Truck with a new Pierce Saber Pumper Fire Truck ($515,000). The City ordered the Pumper Fire Truck in FY2017, but did not receive it until FY2018. There are two revenue sources for this purchase. The revenue $515,000 will come from Fleet Beginning Fund Balance (290-000-00-900-01). We expensed the Pumper Fire Truck from Fleet Vehicles Public Safety (290-130-20-770-75).

In FY2018, the Water Department replaced Unit #123 1997 Pacific Tec Power Vac with a new Vacuum Unit. The revenue source for this purchase, $37,000, came from Fleet Beginning Fund Balance (290-000-00-900-01) and expensed from Fleet Vehicles – Water (290-130-70-770-75).

Information Systems Fund

Revenues

Information Systems Beginning Fund Balance (1)	$98,519
Total IS Fund Resources	**$98,519**

Total Information System Proposed Use of Funds:

IS Minor Equipment – General Government	$27,016
IS Minor Equipment – Public Safety	$23,832
IS Minor Equipment – Recreation & Culture	$12,997
IS Minor Equipment - Streets	$2,949
IS Minor Equipment – Sanitation	$2,269
IS Minor Equipment – Sewer	$3,266

IS Minor Equipment – Water	$18,849
IS Minor Equipment – Information Systems	$7,341
Total IS Fund Uses	**$98,519**

In FY2018, the IS Department purchased $98,519.22 of computers that were budgeted for FY2017. The revenue source for these unanticipated purchases is Information Systems (IS) Beginning Fund Balance (295-000-00-900-01). Each computer was expensed from the corresponding departments Minor Equipment line within the IS Fund.

- 295-135-10-690-10 $27,015.83
- 295-135-20-690-10 $23,832.40
- 295-135-30-690-10 $12,997.36
- 295-135-40-690-10 $2,948.58
- 295-135-50-690-10 $2,269.21
- 295-135-60-690-10 $3,265.73
- 295-135-70-690-10 $18,849.45
- 295-135-10-690-15 $7,340.66

Hamilton Fund
Revenues

Hamilton Fund	
Beginning Fund Balance (1)	$ 23,503
Total Hamilton Resources	**$ 23,503**

Total Proposed Hamilton Use of Funds:

Transfer To: Capital Projects (1)	**$ 23,503**
Total Hamilton Fund Uses:	**$ 23,503**

Capital Projects Fund
Revenues

Capital Projects State Grant Revenues (1, 3)	$727,450
Federal Grant – MTI Grow America (2)	$144,050
Parks & Recreation Capital Projects – Donations – Parks & Rec (4, 5)	$94,300
Capital Projects Beginning Fund Balance (2, 4, 5)	$285,710
Transfer In: Hamilton (5)	$23,503
Total Capital Projects Resources	**$1,275,013**

Total Proposed Use of Capital Projects Funds

Streets Capital Projects Third St. (1)	$250,000
Streets Capital Projects – Multimodal Improvements Project (2)	$178,700
Streets Capital Projects Pavement Program (3)	$477,450
Parks & Recreation Capital Projects – Building Improvements (4)	$266,560
Capital Projects Parks & Rec Playground Equipment (5)	$102,303
Total Capital Projects Fund Uses:	**$1,275,013**

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NOTICE OF PUBLIC HEARING
PROPOSED AMENDED BUDGET
FOR FISCAL YEAR 2017-2018 (FY2018)
CITY OF MOSCOW, IDAHO

A PUBLIC HEARING, PURSUANT TO IDAHO CODE SECTION 50-1002, for consideration of amending the budget for the Fiscal Year that begins October 1, 2017 and ends September 30, 2018, will be held in the City Hall Council Chambers, 206 East 3rd Street, Moscow, Idaho, on **Monday, August 20, 2018 at 7:00 p.m.** for the purpose of considering and amending the budget and making amended appropriations to funds for the stated fiscal year, at which time any taxpayer may appear and show cause, if any, why such Proposed Appropriations Ordinance Amendment should or should not be adopted. City Hall is accessible to persons with disabilities. Anyone desiring accommodations for disabilities, please call the City Clerk's office, (208) 883-7015, at least 48 hours prior to the public hearing. The proposed Amended Budget for FY2018 is shown below.

	FY2018 ORIGINAL BUDGET	AMENDED BUDGET	FY2018 FINAL BUDGET
General Fund			
General Government	$ 7,359,742	$ 0	$ 7,359,742
Public Safety	7,874,537	10,000	7,884,537
TOTAL	**$15,234,279**	**$ 10,000**	**$15,244,279**
STREET FUND	**$ 3,332,922**	**$ 42,100**	**$ 3,375,022**
TRANSIT CENTER FUND	**$ 142,682**	**$ 0**	**$ 142,682**
Culture & Recreation			
Parks & Recreation Fund	$ 2,602,887		$ 2,602,887
MSDCP	178,168		178,168
1912 Center Fund	106,100		106,100
Art Fund	290,750	$ 18,832	309,582
Hamilton Trust Fund	229,000	23,503	252,503
Total	**$ 3,406,905**	**$ 42,335**	**$ 3,449,240**
Water Fund	**$ 5,801,630**	**$ 0**	**$ 5,801,630**
Sewer Fund	**$ 8,505,336**	**$ 0**	**$ 8,505,336**
Sanitation Fund	**$ 5,658,874**	**$ 0**	**$ 5,658,874**
Fleet Management Fund	**$ 1,795,342**	**$552,000**	**$ 2,347,342**
Information Systems Fund	**$ 1,598,026**	**$ 98,519**	**$ 1,696,545**

Capital Projects Funds			
Water Capital Projects Fund	$ 7,434,164		$ 7,434,164
Sewer Capital Projects Fund	6,733,433		6,733,433
Sanitation Capital Projects Fund	4,842,984		4,842,984
Capital Projects Fund	4,955,720	$ 1,275,013	6,230,733
LID Construction Fund	177,000		177,000
Total Capital Construction Funds	**$24,143,301**	**$ 1,275,013**	**$25,418,314**
Debt Service Fund			
General Obligation Debt Fund	$10,247,422		$10,247,422
Special Assessments Fund	30,000		30,000
Total Debt Service Funds	**$10,277,422**	**$ 0**	**$10,277,422**
GRAND TOTAL	**$79,896,719**	**$ 2,019,967**	**$81,916,686**

GARY J. RIEDNER
CITY OF MOSCOW ACTING FINANCE DIRECTOR

PUBLISH: August 11, 2018 and August 18, 2018

ORDINANCE NO. 2018 – ___

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING ORDINANCE NO. 2017-07, THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; TO APPROPRIATE MONIES IN THE SUM OF EIGHTY ONE MILLION NINE HUNDRED SIXTEEN THOUSAND SIX HUNDRED EIGHTY SIX DOLLARS ($81,916,686); PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

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

SECTION 1: That Ordinance No. 2017-07, the Appropriation Ordinance for the City of Moscow, Idaho, for the fiscal year commencing October 1, 2017 and ending September 30, 2018, be and the same is hereby amended as follows:

	FY2018 ORIGINAL BUDGET	**AMENDED BUDGET**	**FY2018 FINAL BUDGET**
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Fleet Management Fund	**$ 1,795,342**	**$552,000**	**$ 2,347,342**

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LID Construction Fund	177,000		177,000
Total Capital Construction Funds	**$24,143,301**	**$ 1,275,013**	**$25,418,314**
Debt Service Fund			
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Special Assessments Fund	30,000		30,000
Total Debt Service Funds	**$10,277,422**	**$ 0**	**$10,277,422**
GRAND TOTAL	**$79,896,719**	**$ 2,019,967**	**$81,916,686**

SECTION 2: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 3: EFFECTIVE: This Ordinance shall be in full force and effect from and after its passage, approval and the publication according to law.

THIS ORDINANCE was passed under suspension of the rules. A roll call vote was duly taken and this Ordinance was duly enacted as an ordinance of the City of Moscow at a regular meeting of the City Council held August 20, 2018.

APPROVED by the Mayor this _____ day of August, 2018.

____
Bill Lambert, Mayor

ATTEST:

____
Laurie M. Hopkins, City Clerk

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 08/13/2018
Title: Single Stream Curbside Recycling Program Modification
Responsible Staff: Tim Davis

Information

DESCRIPTION: For the last several decades, China has served as the end market for roughly half of the world's recyclables. Beginning in July of 2017, the Chinese government imposed a new regulation known as "National Sword 2017" and "Blue Sky 2018" which severely restricts the import of low grade and contaminated recyclables. The policy includes a 0.5% allowable contamination rate, which will be very difficult, if not impossible to reach. The new restrictions have caused worldwide impacts to recycling markets. The west coast, where much of Moscow's recycling is marketed, has been particularly impacted due to the reliance on Chinese markets. These restrictions have effectively flooded the domestic markets and driven the recycling material markets to historic lows. In some cases, the Material Recovery Facilities (MRFs) are increasing processing fees, slowing down the through put and hiring more staff for additional shifts in an effort to meet these new standards. Many MRFs are also charging exorbitant fees for low grade materials that in many cases are ending up in landfills. These low grade materials are collected in local single stream programs and sent to MRFs with the expectation of being recycled, but ultimately end up being landfilled due to lack of domestic markets. The cost to the City of Moscow for collecting these low grade recyclables, which at one time generated revenue, has increased to over $200 per ton, roughly four times more than had they been disposed of at the local level. Moscow Recycling has just recently received notice, with no warning, that Republic Services, our current MRF provider, is raising single stream processing fees from $77.00 per ton to $95.00 per ton and to expect another rate hike raising rates to over $100 per ton in September.

To maintain the economic viability of the single stream curbside recycling program in Moscow, we must adapt to these dramatic shifts to the world and domestic markets. Staff is seeking City Council authorization to make modifications the single stream recycling program. Immediate and necessary changes will include concentrating our focus on collecting high quality, marketable materials rather than expanded lists of marginal, low grade and difficult to market materials. Staff is proposing to scale back the acceptable items currently being collected in Moscow's single stream recycling program by eliminating (code 3-7) plastics, all plastic bags, aluminum foil and foil trays, pots and pans, shredded paper and aseptic packaging commonly used for juice and broth.

Changes of this level will require an extensive education effort. Staff has had ongoing meetings with LSI/Moscow Recycling regarding this education effort. We plan to assemble an information packet to be delivered door to door by LSI/Moscow Recycling staff to all Moscow utility customers. This effort will also allow LSI/Moscow Recycling staff to speak directly with many customers to explain the changes and answer questions. LSI/Moscow Recycling Outreach Coordinator will also make a presence at the Farmers Market and Latah County Fair to further educate interested customers of these changes. Staff will prepare an article explaining the changes for the Fall Edition of the Talkin' Trash Newsletter to be distributed in September and include information in an upcoming utility bill insert. LSI plans to paint over the existing placard listing current acceptable items on the lids of single stream recycling carts to assist in lessoning confusion.

Staff has also been working closely with LSI/Moscow Recycling to explore alternative MRF options from what is currently being used. There are a number of MRFs operating in the Seattle/Tacoma/Portland/Vancouver and Spokane areas. We will be monitoring MRF rates on a monthly basis in an effort to secure the most favorable rates for Moscow. The MRF processing rates and commodity markets have been somewhat of a moving target and by most predictions, will remain that way for the foreseeable future. By implementing the elimination of commodities mentioned above from the single stream recycling, it will afford Moscow better rates from the MRFs that we have spoken to. When the MRFs do a bale break and characterization of materials included, the less amount of low grade materials in the mix create a higher value and marketability.

STAFF RECOMMENDATION: Authorize staff to modify the single stream curbside recycling program as presented.

PROPOSED ACTIONS: Authorize staff to modify the single stream curbside recycling program as presented; or provide staff further direction.

Necessary Resources/Impacts

Sanitation Fund

Attachments

SS Recycling Memo 080318
WA ECOLOGY BMP COMMINGLED RECYCLING

City of Moscow

Memo

To: Gary Riedner, City Supervisor

From: Tim Davis, Sanitation Operations Manager

Date: 8/3/2018

Re: Single Stream Curbside Recycling Program

For the last several decades, China has served as the end market for roughly half of the world's recyclables. Beginning in July of 2017, the Chinese government imposed a new regulation known as "National Sword 2017" and "Blue Sky 2018" which severely restricts the import of low grade and contaminated recyclables. The policy includes a 0.5% allowable contamination rate, which will be very difficult, if not impossible to reach. The new restrictions have caused worldwide impacts to recycling markets. The west coast, where much of Moscow's recycling is marketed, has been particularly impacted due to the reliance on Chinese markets. These restrictions have effectively flooded the domestic markets and driven the recycling material markets to historic lows. In some cases, the Material Recovery Facilities (MRFs) are increasing processing fees, slowing down the through put and hiring more staff for additional shifts in an effort to meet these new standards. Many MRFs are also charging exorbitant fees for low grade materials that in many cases are ending up in landfills. These low grade materials are collected in local single stream programs and sent to MRFs with the expectation of being recycled, but ultimately end up being landfilled due to lack of domestic markets. The cost to the City of Moscow for collecting these low grade recyclables, which at one time generated revenue, has increased to over $200 per ton, roughly four times more than had they been disposed of at the local level. Moscow Recycling has just recently received notice, with no warning, that Republic Services, our current MRF provider, is raising single stream processing fees from $77.00 per ton to $95.00 per ton and to expect another rate hike raising rates to over $100 per ton in September.

To maintain the economic viability of the single stream curbside recycling program in Moscow, we must adapt to these dramatic shifts to the world and domestic markets. As a result, staff will propose to City Council modifications to the single stream recycling program. Immediate and necessary changes proposed will include concentrating our focus on collecting high quality, marketable materials rather than expanded lists of marginal, low grade and difficult to market materials. Staff is proposing to scale back the acceptable items currently being collected in Moscow's single stream recycling program by eliminating (code 3-7) plastics, all plastic bags, aluminum foil and foil trays, pots and pans, shredded paper and aseptic packaging commonly used for juice and broth. Changes to the program, however subtle, will require an extensive public education effort. Staff has had ongoing meetings with LSI/Moscow Recycling regarding this education effort. We plan to assemble an information packet to be delivered door to door by LSI/Moscow Recycling staff to all Moscow utility customers. This effort will also allow LSI/Moscow Recycling staff to speak directly with many customers to explain the changes and answer questions. LSI/Moscow Recycling Outreach Coordinator will also make a presence at the Farmers Market and Latah County Fair to further educate interested customers of these changes. Staff will prepare an article explaining the changes for the Fall Edition of the Talkin' Trash Newsletter to be distributed in September and include information in an upcoming utility bill insert. LSI plans to paint over the existing placard listing current acceptable items on the lids of single stream recycling carts to assist in lessoning confusion.

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DEPARTMENT OF ECOLOGY State of Washington

Best Management Practices: Commingled Residential Recycling

Due to recent changes in recycling markets, curbside commingled recycling programs may need to be updated to ensure the best use of recyclable materials collected at the curb.

This guide provides best management practices (BMPs) on what recyclables to include in curbside programs and why. These BMPs were developed based on research and input from stakeholders throughout the recycling process – local governments, collectors, material recovery facilities, and end-users. This document is intended for use by local governments and recycling collection companies who design and provide recycling services to residents and businesses.

Commingled curbside recycling

Commingled recycling – also known as mixed or single-stream recycling – require that residents place all recyclables into one bin at the curb. The materials in the bin are picked up by a recycling company and brought to a material recovery facility (MRF). The MRF sorts the material into individual commodity streams such as glass, paper, plastics, and metals.

Commingled recycling has increased in popularity because it is easy for residential customers to put all their recyclables in one cart, costs cities less money, and increases recycling collection rates.

However, due to confusion about what is recyclable and what is not, residents often contaminate recyclable material by placing garbage and other non-recyclable items in the commingled bin. In some cases, accepted materials can even cross-contaminate other recyclables in the bin.

Ecology has been working with stakeholders to track contamination issues for many years, and has published two studies:

- Optimizing the Commingled Recycling Systems in Northwest Washington
- Beyond the Curb - Tracking the Commingled Residential Recyclables from Southwest WA

High levels of contamination in commingled recycling programs have led to challenges in finding end markets for collected materials.

Recent changes in recycling regulations

Beginning in July 2017, the Chinese government imposed a new regulation – known as "National Sword 2017" and "Blue Sky 2018." These regulations restrict the import of low-grade and contaminated recyclables.

China accepted more than 50 percent of the worlds exported recyclables for almost two decades. While recyclable material fuels China's industries, contamination in the imported material has caused high levels of waste and environmental pollution.

China's new regulation started with restrictions on the importation of 24 materials including low-grade post-consumer plastics (codes 3-7) and unsorted paper (mixed waste paper). The list of restricted materials may increase in 2018 and 2019. The policy includes a strict 0.5 percent limit on the amount of contamination allowed for other imported recyclables. In addition, China severely limited the number of import licenses issued for recyclable materials.

The new restrictions have caused worldwide impacts in recycling markets. The west coast and Washington state are particularly impacted due to the reliance on Chinese markets because of the close proximity, relatively low cost, and ease of shipping recyclable materials to China.

Reconsidering curbside recycling programs

In response to the dramatic shift in markets, local municipalities should reconsider what is accepted in commingled curbside recycling programs. Focus should be placed on collecting high quality materials instead of large quantities of marginal materials.

Deciding your acceptance list

When deciding on your acceptance list, work closely with your MRF to get answers to these questions:

- What material grade and specifications does it meet? Are there markets for these specifications?
- Will this material be sorted at the MRF from other materials so it is "mill ready" and doesn't require further sorting to remove contaminants?
- Where is this material going after it leaves the MRF? Are there viable end markets for this material?
- Is this material really getting recycled – meaning, is it manufactured into new products? Can you get documentation that the materials are really getting recycled?
- How does the material impact other material streams? If it is mixed into other streams, is it a contaminant that needs to be thrown away (an out-throw)? Is it forbidden in the material stream because it causes problems in processing (prohibitive)?

If your answers to these questions suggest the materials are not readily recycled or negatively impact the quality of other materials in the recycling system, do not add them to your materials acceptance list.

Yes ✓ Include in your commingled cart

Paper (including office and notebook paper, newspaper, phone directories, mail, catalogues, magazines, and cereal or cracker boxes)

Why? Paper is compatible with commingled collection and processing systems. Local and export end-use markets use recycled paper to create mixed or corrugated paper grades.

BMP: Paper should be clean and dry. No shredded paper.

Corrugated cardboard

Why? Cardboard is compatible with commingled collection and processing systems. There are strong local and export end-use markets for these materials.

BMP: Cardboard boxes should be clean, dry, and flattened. Discourage setting cardboard outside of the bin where it is exposed to rain and moisture.

Plastic bottles and jugs (clear, colored, and natural)

Why? Bottles and jugs (usually PET (#1) and HDPE (#2)) are compatible with commingled collection and processing systems. There are strong local and export end-use markets for these materials.

BMP: Refer to the shape of the bottle or jug to determine if the item is recyclable, instead of relying on the resin number.

Steel and aluminum cans

Why? Cans are compatible with commingled collection and processing systems. Local end-use markets recycle cans into scrap steel or used beverage container grades.

BMP: Do not crush cans. Lids from steel cans should remain attached or securely placed within the can and squeezed to keep them from falling out. Loose metal lids should be thrown away, as they are commonly missorted into paper bales and cause safety hazards for employees.

No! Do not include in your commingled cart

Plastic bags and film

Why? Plastic bags and film wrap around MRF machinery. This costs MRFs time and labor to cut plastic film off equipment and causes safety hazards for employees. Plastic bags and film are one of the biggest problem at MRFs.

BMP: Return plastic bags to participating retail stores. Consider implementing Wrap Recycling Action Program (WRAP), a national public awareness and outreach initiative by the American Chemistry County, for plastic wraps, bags, and flexible packaging recycling.

Shredded paper

Why? Shredded paper falls through the processing system at the MRF and ends up as garbage. Shredded paper contaminates other recyclable materials.

BMP: Take shredded paper to shred events in your community or throw in the garbage. Limit shredding paper – only shred paper with sensitive information instead of whole documents.

Food-soiled or greasy paper

Why? Greasy or food soiled paper is considered a contaminant in paper markets. Items contaminated with food can mold and attract vectors such as rats.

BMP: Put greasy and food-soiled paper in the garbage.

Pizza boxes

Why? Pizza boxes are typically contaminated with food and grease. Items contaminated with food can mold and attract vectors such as rats.

BMP: Put pizza boxes in the garbage.

Wet cardboard and paper

Why? Wet cardboard and paper can mold or dry into hard, unrecyclable blocks of fiber. Water and moisture is considered a contaminant.

BMP: Keep cardboard and paper dry. Put wet cardboard and paper in the garbage.

Plastic cups, trays, and clamshells

Why? Plastic drinking cups, trays, and clamshells are easily flattened in the collection and processing system, ending up mixed in with paper and not recycled. They often are contaminated with food. Different plastic grades melt at different temperatures. In addition, they often have added stickers that are difficult to remove and incompatible with the recycling process.

BMP: Put plastic cups, trays, and clamshells in the garbage.

Scrap metal and pots and pans

Why? Metal pots and pans can cause damage to MRF equipment. Scrap metal can cause safety hazards in collection and processing systems.

BMP: Take scrap metal to metal recycling locations.

Aluminum foil and trays

Why? Aluminum trays and foil burn up during processing because they melt at lower temperatures than aluminum cans. They have no value in the recycling system. This material also ends up contaminating paper bales, as it is easily flattened and can move through the processing system like paper. Aluminum is usually contaminated with food as well.

BMP: Throw aluminum foil and trays in garbage.

Textiles

Why? Clothing and textiles can wrap around MRF machinery and contaminate material streams.

BMP: Donate to charity organizations. Some charities participate in local programs such as Threadcycle where old and worn out clothing and textiles are reused or recycled.

Use caution before including in your commingled cart

Talk with your hauler, MRF, and end-users to decide if the following materials should be included in your commingled recycling cart.

Glass

Why? Glass breaks in curbside bins and at MRFs. Domestic paper mills cannot use paper from commingled recycling programs because it is contaminated with broken glass. Broken glass causes damage to paper processing machinery and degrades the value of paper fiber. In addition, glass is heavy and expensive to transport for processing. Glass collected in commingled systems has limited uses and often ends up as road fill and alternative daily cover in landfills.

BMP: Collect glass separately from other materials. This prevents broken glass from contaminating paper fiber. Send glass to a secondary processor, when possible.

Paper cups, cartons, and aseptic containers (unless separated by MRF for specific markets)

Why? Paper products that hold liquids (polycoated paper cups, cartons, and aseptic containers) do not break down in water and contaminate paper at kraft paper mills. Cartons are prohibited in mixed paper bales by Chinese import regulations. These products are usually contaminated with food and liquids as well.

BMP: Sort cups, cartons, and aseptic containers into separate bales, if specialized end markets are available. Require MRFs to provide documentation regarding end-market availability.

Frozen and refrigerated food boxes (wet-strength paperboard)

Why? Paper products intended to be frozen or refrigerated (wet-strength) do not break down in water and contaminate paper at kraft paper mills.

BMP: Collect only if end markets are available. Rinse and sort with cartons and aseptic containers.

Paper egg and berry cartons

Why? Due to possible food contamination, paper egg and berry cartons in paper bales are prohibited by Chinese customs. They are also made from low quality paper fiber and have limited end-markets.

BMP: Collect only if end markets are available.

Plastic caps and lids

Why? Most – but not all – MRFs can process plastic bottles with caps left on allowing them to "follow the bottle" through the MRF. Check with your MRF before promoting "caps on." If the caps and lids are not attached to the bottle, they contaminate paper or end up as garbage. Lids from dairy tubs should be discarded.

BMP: If your MRF approves, keep plastic caps on empty bottles. Put all other lids in the garbage.

Other plastics

Why? Optical sorters commonly sort plastic containers incorrectly (i.e. PS or PVC plastic containers are sorted as PET). MRFs that use hand sorters instead of, or in addition to optical sorters may be able to process PS or PVC containers. Larger plastics such as lawn furniture and kids toys are difficult to collect at the curb and may be too big for some MRF conveyor belts. Conversely, small items such as bottles smaller than 8oz can fall through the processing system, can contaminate other sorted materials, and may not be recovered. These plastics do not have reliable end-markets.

BMP: Check if your MRF can handle these materials. Require that plastics are sorted by resin type into market-ready bales. Instead of a mixed plastic (#3-7 bale), sort plastics into separate market-ready bales, including low-density polyethylene (#4 LDPE), polypropylene (PP, #5) and polystyrene (PS, #6 not expanded). Require documentation from MRFs that plastics will be sorted by specific resin types into "mill ready" bales. Require documentation that the plastics were sold and delivered to viable end-markets.

Metal aerosol cans

Why? Since aerosol cans are pressurized, they can threaten the safety of MRF facility staff. Full or partly full cans contain hazardous chemicals, so it is important they be disposed of properly.

BMP: Take full or partly full aerosol cans to county household hazardous waste facilities. Check if your MRF can handle empty aerosol cans.

Following these best management practices and focusing on collecting high quality materials should lead to less contamination and more real recycling, where materials are clean, marketable and can be used as feedstocks to create new products.

Contact information

Alli Kingfisher

(509) 329-3448

Alli.kingfisher@ecy.wa.gov

Special accommodations

To request ADA accommodation including materials in a format for the visually impaired, call Ecology at 360-407-6707 or visit https://ecology.wa.gov/accessibility. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TTY at 877-833-6341.

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 08/13/2018
Title: 775 Indian Hills Drive Lot Line Adjustment
Responsible Staff: Michael Ray

Information

DESCRIPTION: Jim Swift is requesting a lot line adjustment between Lots 8 and 9 of Indian Hills Seventh Addition currently addressed as 775 Indian Hills Drive. Lot 8 is currently 13,343 sf in size and Lot 9 is currently 12,112 sf in size. The applicant is proposing to adjust the common lot line between the two parcels to make construction of homes on the properties more feasible due to difficult grades and a previously constructed retaining wall. The proposed lot line adjustment will render Lot 8 - 15,826 sf in size and Lot 9 - 9,631 sf in size. The subject properties are located in the Low Density Single-Family Residential (R-1) Zoning District which has a minimum lot area of 9,600 sf and a minimum lot width of 80 feet. Both parcels will meet the minimum lot area and width requirements for the R-1 Zone.

STAFF RECOMMENDATION: Recommend approval of the lot line adjustment request with no conditions.

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

Necessary Resources/Impacts

N/A

Attachments

Lot line adjustment request letter
Record of Survey
4065 Parcel A - Legal Description
4065 Parcel B - Legal Description
Indian Hill 7th Plat

Hodge & Associates, Inc.
ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

July 20, 2018

Mayor Lambert and Moscow City Council
City Hall
Moscow, ID 83843

Re: Lot Line Adjustment

Dear Mayor Lambert and City Council:

The owner of the Indian Hills Lot 775 is requesting a lot line adjustment. The purpose of this request is to adjust the boundaries between original lots 8 and 9 of the *Indian Hills Seventh Addition*. The revised lot lines will make construction of homes on that property more feasible due difficult grades and a previously constructed retaining wall.

The proposed lot sizes would be:

1. Parcel 8 – 15,826 SF
2. Parcel 9 – 9,631 SF

Attached are the following:

1. Existing Plat
2. Proposed Record of Survey
3. Existing overlaid with proposed survey lines
4. Proposed legal descriptions

Please do not hesitate to contact me if you have questions regarding the lot line adjustment request.

Sincerely,

Scott Becker, PE
Principal
Hodge and Associates Inc.

Enc

405 South Washington Street
PO Box 8728
Moscow, ID 83843

Tel: (208) 882-3520
Fax: (208) 882-2622
E-mail: hodge@moscow.com

SCOTT BECKER, P.E. PRINCIPAL

Section 17, T39N, R5W, BM

Surveyor's Certificate

I, Duane Priest, PLS #6449, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Jim Swift in July 2018.

PROFESSIONAL LAND SURVEYOR 6449 STATE OF IDAHO DUANE E. PRIEST

PRELIMINARY NOT FOR RECORDING

Survey References

1. Indian Hills Addition to the City of Moscow, Instrument #235976, by H.J. Smith, PE #505.
2. Indian Hills Seventh Addition to the City of Moscow, Instrument #413230, by J. Hammond, PE/LS #2102.
3. Warranty Deed, Instrument #591671, Vettrus to Swift

Basis of Bearings

The Basis of Bearings for this survey is a line between the Point of Curve 30' westerly of the boundary line common to lots 8 & 9, Indian Hills Seventh Addition, on the south right-of-way of Indian Hills Drive and the northeast corner of Lot 9 shown hereon as S60°48'54"E, per GPS observation

Purpose Of Survey

To locate, monument and map the boundary of the Swift property, Lots 8 & 9 of Indian Hills Seventh Addition to the City of Moscow, as described in Warranty Deed, Instrument #591671. And to facilitate a Boundary Line Adjustment on said property, as shown hereon.

CURVE TABLE

CURVE	LENGTH	DELTA	RADIUS	CHORD	CHRD BRNG
C1	157.43'	27°33'59"	327.22'	155.92'	S68°07'44"E
C2	118.00'	11°49'56"	571.40'	117.79'	S60°15'43"E
C3	50.00'	9°58'27"	287.22'	49.94'	S76°55'30"E
C4	88.19'	17°35'33"	287.22'	87.84'	S63°08'31"E
C5	30.00'	2°48'41"	611.40'	30.00'	S55°45'05"E
C6	96.27'	9°01'18"	611.40'	96.17'	S61°40'05"E
C7	31.55'	2°54'31"	621.40'	31.54'	S55°48'00"E
C8	19.09'	1°45'36"	621.40'	19.09'	S58°08'04"E

Curve 1 & 2 Length, Delta, Radius and Chord Length Values are the Same as the Values Shown in References (1) & (2).
Curve 3, 4, 5 & 6 Length, Delta, Radius and Chord Length Values are the Same as the Values Shown in Reference (2).

Legend

- Found City of Moscow Aluminum Cap Monument
- Set 5/8" Diameter Rebar w/Yellow Plastic Cap Stamped "Priest 6449"
- Found Rebar, as Described
- Calculated Position
- (1) Lot Number
- (100') Record Data – See Survey References
- (C1) Curve Data – See Table
- P.C./P.T. Point of Curve/Point of Tangency
- Boundary Line
- Parcel Line, After Boundary Adjustment
- Original Lot Line, to be Made Obsolete
- Original Lot Line
- Centerline
- Right-of-Way
- Survey Tie Line

SCALE: 1"=30'

FEET 30 22.5 15 7.5 0 15 30

NO.____ AT THE REQUEST OF:

DATE & HOUR:

____ M.

HENRIANNE WESTBERG
LATAH COUNTY RECORDER

FEE $____ BY____

RIM ROCK CONSULTING, INC.
Land Surveying · Site Planning · Mapping
P.O. Box 8728, 405 S. Washington Street, Moscow, Idaho 83843, (208) 882-3520

Record of Survey for:
Jim Swift
Latah County, Idaho

Drafted by:	SW
Checked by:	MT
File Name:	4065 ROS.dwg
Tab:	Layout
Plot Style	OCE.ctb
Project:	4065-06-18
Date:	7/31/18

1 of 1

Attachment: Record of Survey (1787 : 775 Indian Hills Drive Lot Line Adjustment)

7/31/2018

Legal Description by Hodge & Associates
For Jim Swift
Parcel A

A legal description for a parcel of land, located in the SE1/4 of the SW1/4 of Section 17, T39N, R5W, B.M., being a portion of Lots 8 & 9 of Indian Hills Seventh Addition to the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Commencing at the southeast corner of Lot 9 of Indian Hills Seventh Addition to the City of Moscow, Thence along the south line of said Lot 9, N60º55'04"W, 80.00 feet to the **Point of Beginning**:

Thence continuing along said south line, N60º55'04"W, 35.73 feet to the southeast corner of Lot 8 of Indian Hills Seventh Addition to the City of Moscow;
Thence N60º55'04"W, 109.66 feet to the southwest corner of said Lot 8;
Thence N16º49'01"E, 111.07 feet to the northwest corner of said Lot 8 and the southerly right-of-way of Indian Hills Drive;
Thence along said southerly right-of-way and the northerly line of said Lot 8, the following two courses;
Thence 88.19 feet, along a curve to the right, said curve having a Delta = 17º35'33", Radius = 287.22, Chord = 87.84 and a Chord Bearing = S63º08'31"E;
Thence S54º20'44"E, 11.41 feet;
Thence, leaving said southerly right-of-way and northerly line S35º39'16"W, 10.00 feet;
Thence 31.55 feet, along a curve to the left, said curve having a Delta = 2º54'31", Radius = 621.40 feet, Chord = 31.54 feet and a Chord Bearing = S55º48'00"E to the westerly line of Lot 9 of Indian Hills Seventh Addition to the City of Moscow;;
Thence, 19.09 feet, along a curve to the left, said curve having a Delta = 1º45'36", Radius = 621.40 feet, Chord = 19.09 feet and a Chord Bearing = S58º08'04"E;
Thence S23º26'47"W, parallel with the west line of Lot 9, 37.24 feet;
Thence S59º56'00"E, 11.00 feet;
Thence S23º26'47"W, parallel with the west line of Lot 9, 60.00 feet to the **Point of Beginning.**

Parcel contains 15,826 square feet, more or less.

PROFESSIONAL LAND SURVEYOR
REGISTERED
6449
STATE OF IDAHO
DUANE E. PRIEST

7/31/2018

Legal Description by Hodge & Associates
For Jim Swift
Parcel B

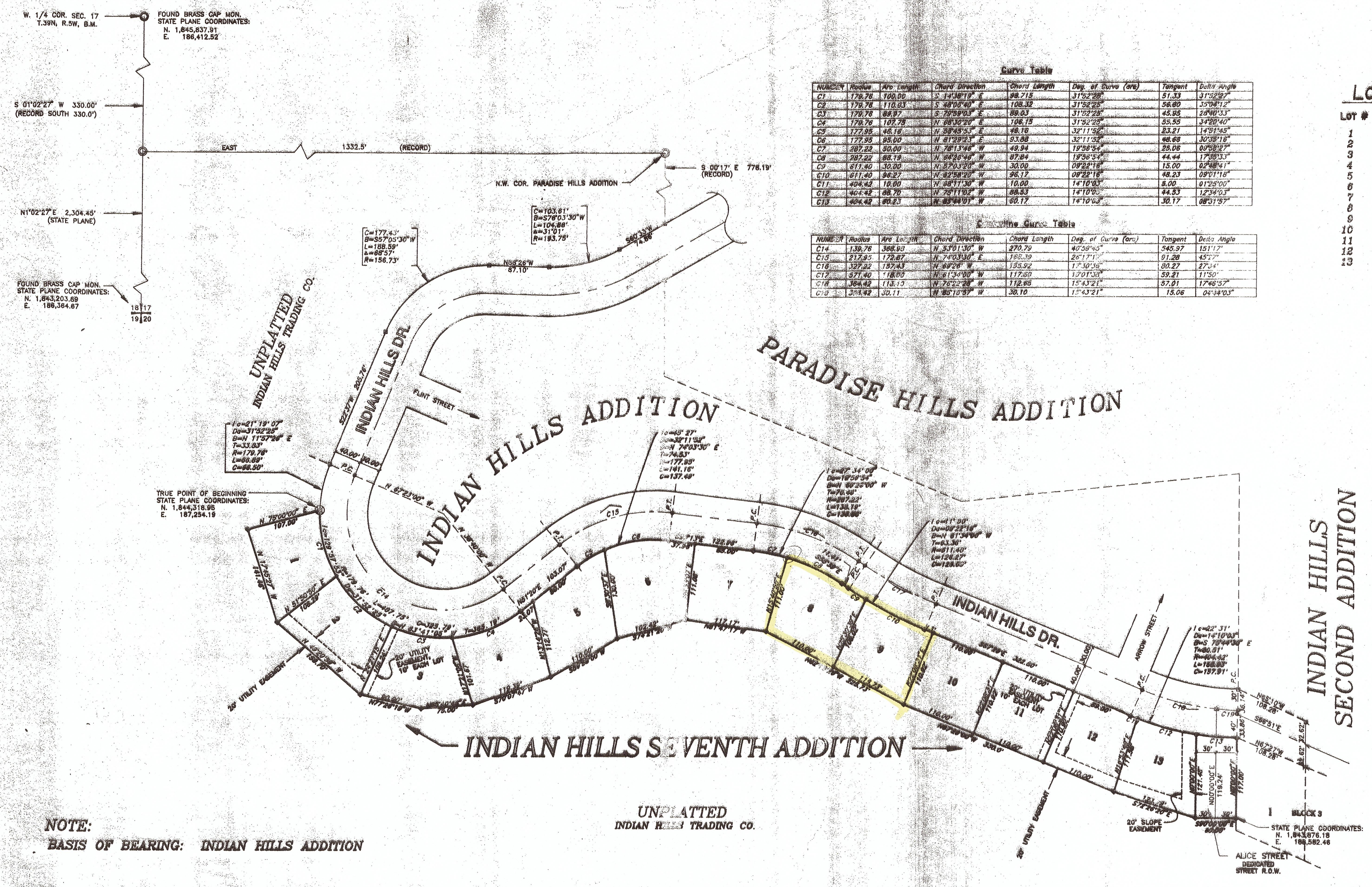
A legal description for a parcel of land, located in the SE1/4 of the SW1/4 of Section 17, T39N, R5W, B.M., being a portion of Lots 8 & 9 of Indian Hills Seventh Addition to the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Beginning at the southeast corner of Lot 9 of Indian Hills Seventh Addition to the City of Moscow:

Thence along the south line of said Lot 9, N60º55’04”W, 80.00 feet;
Thence leaving said south line, N23º26’47”E, parallel with the west line of Lot 9, 60.00 feet;
Thence N59º56’00”W, 11.00 feet;
Thence N23º26’47”E, parallel with the west line of Lot 9, 37.24 feet;
Thence, 19.09 feet, along a curve to the right, said curve having a Delta = 1º45’36”, Radius = 621.40 feet, Chord = 19.09 feet and a Chord Bearing = N58º08’04”W to the easterly line of Lot 8 of Indian Hills Seventh Addition to the City of Moscow;
Thence 31.55 feet, along a curve to the right, said curve having a Delta = 2º54’31”, Radius = 621.40 feet, Chord = 31.54 feet and a Chord Bearing = N55º48’00”W;
The N35º39’16”E, 10.00 feet to the northerly line of said Lot 8 and the southerly right-of-way of Indian Hills Drive;
Thence along said northerly line and southerly right-of-way, 30.00 feet, along a curve to the right, said curve having a Delta = 2º48’41”, Radius = 611.40 feet, Chord = 30.00 feet and a Chord Bearing = S55º45’05”E to the northwest corner of Lot 9 of Indian Hills Seventh Addition to the City of Moscow;
Thence, continuing along the southerly right-of-way of Indian Hills Drive and along the northerly Line of said Lot 9 the following two courses:
Thence 96.27 feet, along a curve to the left, said curve having a Delta = 9º01’18”, Radius = 611.40 feet, Chord = 96.17 feet and a Chord Bearing = S61º40’05”E;
Thence S66º10’44”E, 13.00 feet to the northeast corner of said Lot 9;
Thence S23º26’47”W, 110.92 feet to the **Point of Beginning.**

Parcel contains 9,631 square feet, more or less.

S. 17, T. 39 N., R. 5 W., B.M.



Curve Table

NUMBER	Radius	Arc Length	Chord Direction	Chord Length	Deg. of Curve (arc)	Tangent	Delta Angle
C1	179.76	100.00	S 14°38'19" E	98.715	31°52'25"	51.33	31°52'27"
C2	179.76	110.03	S 48°08'40" E	108.32	31°52'25"	56.80	35°04'12"
C3	179.76	89.97	S 79°59'03" E	89.03	31°52'25"	45.95	28°40'33"
C4	179.76	107.75	N 68°30'20" E	106.15	31°52'25"	55.55	34°20'40"
C5	177.95	46.16	N 88°45'53" E	46.16	32°11'52"	23.21	14°51'45"
C6	177.95	95.00	N 81°29'23" E	93.88	32°11'52"	48.68	30°35'16"
C7	287.22	50.00	N 78°13'46" W	49.94	19°56'54"	25.06	09°58'27"
C8	287.22	88.19	N 64°26'46" W	87.84	19°56'54"	44.44	17°35'33"
C9	611.40	30.00	N 57°03'20" W	30.00	09°22'16"	15.00	02°48'41"
C10	611.40	96.27	N 62°58'20" W	96.17	09°22'16"	48.23	09°01'18"
C11	404.42	10.00	N 68°11'30" W	10.00	14°10'03"	5.00	01°25'00"
C12	404.42	88.70	N 75°11'02" W	88.53	14°10'03"	44.53	12°34'03"
C13	404.42	60.23	N 85°44'01" W	60.17	14°10'03"	30.17	08°31'57"

Centerline Curve Table

NUMBER	Radius	Arc Length	Chord Direction	Chord Length	Deg. of Curve (arc)	Tangent	Delta Angle
C14	139.76	368.98	N 53°01'30" W	270.79	40°59'45"	545.97	151°17'
C15	217.95	172.87	N 74°03'30" E	168.39	26°17'12"	91.28	45°27'
C16	327.22	157.43	N 69°26' W	155.92	17°30'36"	80.27	27°34'
C17	571.40	118.00	N 61°34'00" W	117.80	10°01'38"	59.21	11°50'
C18	364.42	113.10	N 76°22'28" W	112.65	15°43'21"	57.01	17°46'57"
C19	364.42	30.11	N 85°15'57" W	30.10	15°43'21"	15.06	04°34'03"

LOT AREAS

LOT #	AREA (SF)
1	12,004
2	13,466
3	12,995
4	12,231
5	13,478
6	14,614
7	14,151
8	13,367
9	12,111
10	12,201
11	12,201
12	11,637
13	11,891

NOTE:
BASIS OF BEARING: INDIAN HILLS ADDITION

LEGEND

- SURVEY EXTERIOR [illegible] POINT 5/8" DIA. X 30" LG. STEEL REBAR
- LOT CORNER ~ 1/2" DIA. X 24" LG STEEL REBAR
- POINTS ON CENTER LINES OF AVENUE AND STREETS (NO MONUMENTS SET)
- POINTS ON RIGHT-OF-WAY OF STREETS (NOT FOUND)
- STREET MONUMENT
- POINT ON WESTERLY N-S LINE OF SECTION 17
- TRUE POINT OF BEGINNING (Initial Point) 2" DIA. IRON PIPE 30" LONG

SCALE: 1" = 100'

PROFESSIONAL ENGINEER REGISTERED #2102 STATE OF IDAHO JACK S. HAMMOND

5/8/95

HEDCO
HAMMOND ENGINEERING & DEVELOPMENT COMPANY
PO BOX 480 TROY IDAHO 83871
(208) 835-8443

INDIAN HILLS SEVENTH ADDITION
TO THE CITY OF MOSCOW
LATAH COUNTY, IDAHO
OWNER: INDIAN HILLS TRADING CO.

SCALE	1" = 100'
DRAWN BY	KMT
CHECKED BY	JSH
DATE	5-95
JOB NO.	405
SHEET	1 OF 2
DRAWING NO.	405E1

158

Attachment: Indian Hill 7th Plat (1787 : 775 Indian Hills Drive Lot Line Adjustment)

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 08/13/2018
Title: ITD 5339 Capital Grant Project Funding Agreements - Time Extensions
Responsible Staff: Alisa Anderson

Information

DESCRIPTION:

In March of 2015, the City submitted a grant application to the Public Transportation Division of the Idaho Transportation Department (ITD) for a Rural One-Time Capital Asset 5339 Bus and Bus Facilities Funding solicitation. In June of 2015, the City received notification the application was fully funded as requested with a funding period from October 1, 2016 to September 30, 2018.

The project components for Bike and Bus Shelters include purchase and installation of a covered bike parking shelter, installation of five bus shelters, and purchase and installation of a bus stop bench. The Bike Amenities project includes the purchase and installation of bike sharrows and way-finding signage. Each project has a separate updated Grant Project Funding Agreement and Attachment A Project Budget Request attached to this report amending the project ending dates from September 30, 2018 to December 31, 2018, as detailed in the attached "Request for Time Extension."

Staff received the Federal Transportation Administration environmental clearance approval on July 24, 2018, for the Bike and Bus Shelters project after the time extension request had been submitted to ITD.

The Bike and Bus Shelter project Construction Agreement with McCall Classic Construction was approved by City Council on July 16, 2018.

STAFF RECOMMENDATION: Recommend approval of the Grant Project Funding Agreements for Bike and Bus Shelters and Bike Amenities and Attachment A for Capital Asset 5339 federal funds extending the project end date to December 31, 2018.

ACTION: Recommend approval of the Grant Project Funding Agreements for Bike and Bus Shelters and Bike Amenities and Attachment A for Capital Asset 5339 federal funds extending the project end date to December 31, 2018, or provide staff further direction.

Necessary Resources/Impacts

Administration – Grant Award Management; Public Works – Engineering – Bid Solicitation, Award, and Construction Management.   FY18 Capital Projects - Open Budget.

Attachments

5339 Bike & Bus Agreement
5339 Bike Amenities Agreement

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 7129
Boise ID 83707-1129

(208) 334-8000
itd.idaho.gov

July 26, 2018

City of Moscow
206 East Third, PO Box 9203
Moscow, ID 83843

RE: 5339 Rural Capital Grant Extension

Dear City of Moscow,

This letter is to inform you that your request for a grant amendment submitted on July 19th, 2018 has been received and reviewed by the Idaho Transportation Department's Public Transportation Office (ITD-PT).

After reviewing and considering the stated reason for the request, we have hereby determined to grant an extension of the 2016 Rural 5339 One Time award for bus shelters, bike shelter, and bus bench in the amount of $114,800 through December 31, 2018. The scope of work outlined in the funding agreement will remain unchanged.

Please note, after December 31, 2018 any funds left unspent at that time will be swept and may not be carried forward into a future award.

Sincerely,

Kim McGourty Digitally signed by Kim McGourty DN: cn=Kim McGourty, o=Idaho Transportation Department, ou=Idaho Transportation Department, email=kim.mcgourty@itd.idaho.gov, c=US Date: 2018.08.02 11:23:37 -06'00'

Kim McGourty
Public Transportation Manager
Idaho Transportation Department
Kim.mcgourty@itd.idaho.gov
208-334-4475

CC: Drew McGuire

CITY OF MOSCOW 1887 IDAHO

Heart of the Arts

Bill Lambert
Mayor

Kathryn Bonzo
Council President

Gina Taruscio
Council Vice-President

Art Bettge
Council Member

Jim Boland
Council Member

Brandy Sullivan
Council Member

Anne Zabala
Council Member

Gary J. Riedner
City Supervisor

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

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

July 19, 2018

Kim McGourty, Public Transportation Manager
Public Transportation Office
Idaho Transportation Department
3311 West State Street
PO Box 7129
Boise, ID 83707

RE: City of Moscow – Request for Funding Agreement(s) Time Extension
5339 Bus and Bus Facilities Program – Capital Grant

Dear Kim,

This letter serves as the City of Moscow's request for a 90-day time extension to the Grant Project Funding Agreements for Bike & Bus Shelters and Bike Sharrows and Signage. Both Agreements have an ending date of September 30, 2018, and we are requesting a 90-day extension with a new end date of December 30, 2018. I have attached a combined "Request for Time Extension" Report outlining the project details and reasons for the time extension request.

Please let me know if you have questions or need additional information. Thank you for consideration of this request.

Sincerely,

Alisa J. Anderson

Alisa J. Anderson, Grants Manager
208-883-7600
anderson@ci.moscow.id.us

Enclosure – Request for Time Extension Report

Your Safety.
Your Mobility.
Your Economic Opportunity.

Request for Time Extension

5339 Bus and Bus Facilities Program – Capital Grant

Agency Name	City of Moscow				
Agency Contact	Alisa Anderson, Grants Manager				
Phone #	208-883-7600	Email		aanderson@ci.moscow.id.us	
Grant Program	**5339 Bus & Bus Facilities**	**Rural**		**One Time**	
Federal Award Amount	$114,800/$29,250	Expended	$	Balance	$114,800/$29,250

Scope of Work - Installation of five (5) Bus Shelters, Purchase and Installation of one (1) Bus Stop Bench, Purchase and Installation of Trash Receptacles, Purchase and Installation of one (1) Covered Bike Shelter, Purchase and Installation of Bike Repair Station and Bike Racks, and Installation of ADA-Compliant Sidewalk and Curb Ramps at two locations on "A" and Cherry Streets and Almon and "E" Streets in Moscow, Idaho (City of Moscow). The project also includes the purchase and installation of bike sharrows and way-finding signage.

Request Date: 7/18/18	**Current Project Period:** 10/1/2016 – 9/30/2018	**Extension Request Time Period:** 90 Days	**Proposed Project Period:** 10/1/2016 – 12/31/2018 aya

Reason for Extension Request:

- Installation of Bike/Bus Shelter and ADA Access Sidewalk:
  - FTA environmental concurrence is still pending for installation of ADA access sidewalks on "A"/Cherry and Almon Streets.
  - Construction bid opening was held on 7/3/18, City Council approved low bidder and award on 7/16/18 with a Notice of Award to be issued by 7/25/18.
  - Construction is estimated to begin between 8/1/18 to 8/10/18 with 45-calendar day project construction timeframe to include installation of bike and bus shelters/bench, amenities, ADA improvements to include sidewalks at two public transit bus stops.
  - It is anticipated the construction will take 25-30 working days after mobilization at various project locations throughout the public transit fixed route.
  - It is anticipated that construction will be completed no later than 9/30/18.
  - Upon construction completion the City requests the Idaho Form WH-5 Public Works Contract Report and Lien Release from the State of Idaho to make sure all subcontractors and suppliers have been paid in full.
  - The WH-5 can take up to 60 days to be processed and it is estimated this release would be received by 12/1/18 at which time the City will pay the prime contractor the final retainage.
  - It is anticipated that all project activities and closeout will be completed by 12/30/18.
- Purchase and Installation of Bike Sharrows and Signage:
  - Multiple road construction projects throughout Moscow have been delayed this summer due to weather conditions and high demand for staffing, equipment, materials and supplies. Slurry seal, asphalt replacement and other street repair work will not be completed throughout the City until early October 2018.
  - The bike sharrows and wayfinding signage cannot be installed by the City of Moscow Street Department staff until after summer construction projects are complete.
  - The installation will begin no later than 10/1/18 and be completed by 11/15/18 and the project will be closed by 12/30/18.

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Idaho Transportation Department
Public Transportation Office

Grant Project Funding Agreement

ITD Public Transportation Office
3311 W. State St.
Boise, ID 83706
http://itd.idaho.gov/

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Pass-Through Awarding Agency	Idaho Transportation Department – Public Transportation Office (ITD-PT)
Awarding Official: (Grants Officer) Name Phone Email	Drew McGuire 208-34-8875 Juanita.Risch@itd.idaho.gov
Federal Award Date/Term of Grant	October 1, 2016 - December 31, 2018
Agreement Total	$114,800
Funding Program	5339 Bus & Bus Facilities Program
Catalog of Federal Domestic Assistance (CFDA)	20.526
Federal Award Identification Number (FAIN)	ID-2016-018-01
Data Universal Numbering System (DUNS)	958856338
Federally Approved Indirect Cost Rate (if applicable)	N/A

Subrecipient Organization Name	City of Moscow
Subrecipient Director or Equivalent	Alisa J. Anderson
Subrecipient Address	PO Box 9203, Moscow, ID 83843
Subrecipient Phone	(208)883-7600
Subrecipient E-mail	aanderson@ci.moscow.id.us

Is this grant a Research and Development Grant? ____Y or _X_N

Scope of Work:

5339 Funds to purchase and install one (1) covered bike parking shelter, install five (5) covered bus shelters with ADA access sidewalk, curb, and gutter, and purchase and install one (1) bench at the following locations:
Moscow, ID (City of):
1)Third Street at City Hall (bike shelter)
2) D Street and Mountain View Road
3) Almon Street south of E Street
4) A Street and Peterson Drive
5)A Street and Cherry Street
6) Third Street and Hayes Street
7) F Street and Orchard Avenue (bench only)

Responsible Individuals Signatures of Agreement

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, amendments, or representations, oral or written, not specified herein.

Authorized Signature for Subrecipient:

Name	Title	Phone	E-mail
Signature and Date:			

Authorized Signature for State:

Name	Title	Phone	E-mail
Kim McGourty	Public Transportation Manager	(208)-334-4475	Kim.McGourty@itd.idaho.gov
Signature and Date:			

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AGREEMENT CONDITIONS

GRANT AGREEMENT BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT
AND

This Agreement is between the **Idaho Transportation Department** (hereinafter called the STATE) and **the City of Moscow** (hereinafter called the Subrecipient). The STATE and the Subrecipient are entering into this Agreement. This Agreement is effective when signed by both parties.

The 5339 Bus & Bus Facilities Infrastructure Investment Program (49 U.S.C. 5339) makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities.

WHEREAS the Governor of the State of Idaho has designated the Idaho Transportation Department to administer this grant;

The parties mutually agree as follows:

1. **SCOPE OF WORK:**
   Assumption of Responsibility: The Subrecipient agrees to assume all responsibility for this Project. The Subrecipient further agrees to abide by the appropriate mutual covenants, promises, and representations included in the Federal Transit Administration (FTA) Master Agreement, with special emphasis on the sections pertaining to the particular funding source.

2. **COMPLIANCE WITH LAWS AND REGULATIONS, FEDERAL CHANGES:** The Subrecipient agrees to comply with all applicable laws, regulations, and codes of the State of Idaho, the United States Government, and local governments. The Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most current FTA Master Agreement included with, and incorporated into, this overall Grant Agreement, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to comply shall constitute a material breach of this contract.

   https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/sample-fta-agreements

3. SUBRECIPIENT CAPACITY:

A. Subrecipient Legal, Financial, and Managerial Capacity: The Subrecipient assures that it has the necessary legal, financial, and managerial capability to apply for, receive, and disburse FTA funds awarded in this grant agreement. The Subrecipient also assures that it will implement and manage this project and project funds in keeping with the intent and provisions of the Subrecipient's grant application and the grant agreement.

B. Subrecipient Legal Authority to Accept This Sub-Grant: The Subrecipient certifies that it has the legal authority to accept grant funds for this project.

C. Subrecipient Debarment/Suspension Certification: the Subrecipient entity certifies, to the best of its knowledge and belief, that it and its principals:

i. are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, per the U.S. General Services Administration (GSA) monthly "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," available on the GSA web site:

http://www.sam.gov

ii. have not, within the past three years, been convicted of or had a civil judgment against them for: a criminal offense or fraud in connection with obtaining, attempting to obtain, or performing a Federal, state, or local public transaction; a violation of Federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

iii. are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed in the paragraph above; and

iv. have not within the last three years had any Federal, state, or local public transaction terminated for cause or default.

If the Subrecipient later becomes aware of any information contradicting these Suspension/Debarment statements, it will promptly provide that to the State who will forward it to FTA.

If the Subrecipient cannot certify for all the Suspension/Debarment statements above, the Subrecipient shall so indicate in a transmittal letter or message of explanation, to be returned with the signed grant agreement (Per 49 CFR Part 29).

D. **Administrative and Accounting Systems:** The Subrecipient certifies it has or will establish a proper accounting system, per generally accepted accounting principles (GAAP) and any Federal or State directives. It further agrees to administer the project, retain all project records, and grant access to project records and personnel as specified in the applicable Federal Uniform Guidance (2 CFR 200).

4. FEDERAL REQUIREMENTS

A. **Buy America**
For purchases over $150,000, the Subrecipient agrees to comply with 49 CFR Parts 661 and 663, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. In regards to the purchase of vehicles, all materials and supplies purchased with these funds, will be manufactured in the United States and have:

FY 16 & FY17: more than 60% domestic content
FY18 & FY19: more than 65% domestic content
FY20 & beyond: more than 70% domestic content

The Subrecipient will provide the appropriate certification to verify this.

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Buy_America_Fact_Sheet.pdf

B. **Intelligent Transportation System (ITS) Architecture**: If this grant will be used to fully or partially fund acquisition of individual or systems of technologies that support ITS user services as defined in the "National ITS Architecture," the Subrecipient assures it will comply and require its contractors and its subrecipients to comply with all applicable requirements imposed by Section V Regional ITS Architecture and Section VI Project Implementation of the FTA National ITS Architecture Policy on Transit Projects to the extent required by FTA and the State.

http://www.ops.fhwa.dot.gov/its_arch_imp/policy.htm

C. **Charter Service Operations -** The Subrecipient agrees to only provide charter service with written consent from the STATE. If consent is given, the Subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of public transportation.

http://www.gpo.gov/fdsys/granule/CFR-2012-title49-vol7/CFR-2012-title49-vol7-part604/content-detail.html

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D. School Transportation:

i. The Subrecipient assures that it will not engage in school bus operations exclusively for the transportation of students and school personnel, in competition with private school bus operators, per provisions of 49 CFR Part 605.

http://www.gpo.gov/fdsys/granule/CFR-2011-title49-vol7/CFR-2011-title49-vol7-part605

ii. If the Subrecipient is a public transportation system, it may provide "School Tripper Service" that is regularly scheduled public transportation service open to the public but designed or modified to accommodate the needs of school students and personnel (must be open to the public, must serve regular transit stops, and must be shown on transit route schedules and maps) and schools signs may NOT be displayed on the vehicle.

E. Clean Water

i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Subrecipient agrees to report each violation to the State, and understands, and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html

F. Clean Air

i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Subrecipient agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html

G. Lobbying Prohibition: None of the funds paid under this agreement shall be used for the purpose of lobbying activities before the Idaho State Legislature or the U.S. Congress.

If this grant is $100,000 or more:

i. the Subrecipient *certifies* that it has not and will not use Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award.

ii. the Subrecipient assures that it will require its contractors and subcontractors each to report use of non-Federal funds for any of the lobbying activities for which use of Federal funds is prohibited, at the end of each calendar quarter on Federal Standard Form LLL (49 CFR Part 20), and that the Subrecipient will forward all these forms to the State.

http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html

H. Nondiscrimination Requirements: The Subrecipient assures that no person in the United States will, on the basis of race, color, national origin, creed, sex, or age be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance from FTA or USDOT. The Subrecipient agrees to comply with all requirements of US DOT Civil Rights Act implementing regulations (49 CFR 21), and the Title VI Program Guidelines for Federal Transit Administration Recipients (FTA Circular 4702.1) and other applicable nondiscrimination directives.

http://www.fta.dot.gov/documents/Title_VI_Circular_4702.1A.pdf

i. Per 49 USC 5332 (prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, USDOT implementing regulations (49 CFR 21), 42 USC 2000d (prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin)

ii. The Subrecipient assures that project and project facility operations, as well as property acquisitions, will be in accordance with the civil rights requirements and understands that this assurance extends to its entire facility, to all facilities operated in connection with this project, and to property acquisitions. The Subrecipient assures:

1. Its FTA-assisted benefits and related services are made available and are

equitably distributed without regard to race, color, creed, national origin, sex, age, or disability;

2. The level and quality of its FTA-assisted transit services are sufficient to provide equal access and mobility for any person without regard to race, color, creed, national origin, sex, or age;

3. Opportunities to participate in the transit planning and decision making processes are provided to persons without regard to race, color, creed, national origin, sex, or age;

4. Decisions on the location of transit services and facilities are made without regard to race, color, creed, national origin, sex, or age;

5. Corrective and remedial action is taken to prevent discriminatory treatment of any user of services based on race, color, creed, national origin, sex, or age;

6. Any contracts or sub agreements fully or partly funded through this project will contain language to extend civil rights assurances to contractors and subcontractors; and the Subrecipient will also include such language in any deeds and documents which record the transfer of real property, structures, and improvements.

I. **Nondiscrimination on the Basis of Disability:** The Subrecipient assures that no person with a disability shall be, by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance. The Subrecipient assures it will comply with 49 CFR Parts 27, 37, 38, and 39, which implement the Americans with Disabilities Act (ADA) and amend Section 504 of Rehabilitation Act of 1973. The Subrecipient understands that it also has responsibilities under ADA in the areas of employment, public accommodations, and telecommunications.

http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html#1000

The Subrecipient assures that any vehicle purchased or acquired through this project will be ADA accessible, except as exempted in by the State. If the Subrecipient is awarded funds to purchase a non-ADA vehicle for use in demand responsive service, the Subrecipient assures that this demand responsive service provides or will provide equivalent service to disabled persons that meet ADA requirements in keeping with 49 CFR 37.

The Subrecipient assures that *all* new or renovated facilities to be used for the provision of public transportation services will be ADA accessible, including facilities such as maintenance facilities, garages, building access facilities (sidewalks need curb cuts), etc.

http://www.gpo.gov/fdsys/pkg/CFR-2007-title28-vol1/content-detail.html

The Subrecipient assures that any construction contract funded through this project will include ADA requirements.

J. **Equal Employment Opportunities (EEO):** The Subrecipient assures it will:

Treat employees or job applicants fairly, without regard to race, color, creed, national origin, sex, age, or disability;

Take affirmative action to ensure job applicants are employed and employees are treated without regard to race, color, creed, national origin, sex, or age (such action includes but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship);

Post notices setting forth agency EEO policy in conspicuous places and make these available to employees and job applicants;

Assure that any contracts or sub-agreements fully or partly funded through this project will contain language to extend EEO assurances to contractors and subcontractors.

If the Subrecipient received $1,000,000 or more of Federal assistance in the previous Federal fiscal year and had 50 or more public-transit-related employees, it agrees to submit to the State an EEO program, which meets FTA requirements.

K. **Discrimination Complaints:** The Subrecipient assures that it will notify the public that complaints of discrimination in the provision of transportation or transportation-related services or benefits may be filed with the State, FTA, or USDOT. The Subrecipient assures it will promptly report to the State any civil rights complaints it receives.

L. **Disadvantaged Business Enterprises (DBE):** The Subrecipient assures Disadvantaged Business Enterprises will have the maximum opportunity to compete for and perform contracts and subcontracts financed under this project, as specified in 49 CFR 26 and per the following:

i. If the Subrecipient will purchase one or more transit vehicles (excluding unmodified mass-produced vans or unmodified pop-top vans), it assures that it will obtain from each transit vehicle manufacturer a TVM certification, to show that the manufacturer complies with DBE requirements.

ii. The Subrecipient is subject to the State's DBE program filed with the Federal Highway Administration and the State's annual DBE goal with FTA. Additionally, the Subrecipient will report its DBE activity and results to the State semi-annually every year of the Subrecipient agreement.

http://www.itd.idaho.gov/ocr/index.aspx

iii. The Subrecipient assures it will not discriminate on the basis of race, religion, color, gender, age, marital status, ability, or national origin in implementation of the project, in award or performance of any third-party contract or sub-agreement supported with this grant, or in administration of its DBE program and 49 CFR 26. If the State receives a complaint regarding discrimination by the Subrecipient, the Subrecipient will cooperate fully in the investigation of the complaint by the State.

http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html

Technical assistance pertaining to DBE is available at the following link or at (208)-334-8567. http://www.itd.idaho.gov/ocr/index.aspx

M. Audits: The Subrecipient certifies that it will be audited annually as required by the Federal Single Audit Act Amendments of 1996 (per 2 CFR 200). The Subrecipient recognizes FTA's, USDOT's, and the State's authority to monitor project activities, to conduct reviews and inspections, and to conduct additional audits in keeping with 2 CFR 200, to verify compliance with grant requirements and assurances. The Subrecipient agrees to make the necessary records available to any of the above parties upon request.

http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2013

N. Commercial Driver's License (CDL)Requirement: The Subrecipient, if not a recipient of Section 5311 funds, assures that if it operates a vehicle that requires a CDL, including a vehicle capable of transporting 16 or more persons (including the driver), will have a USDOT Federal Motor Carrier Safety Administration drug and alcohol testing program.

http://www.fmcsa.dot.gov/overview-drug-and-alcohol-rules

O. Drug and Alcohol Testing: If this grant is funded by either Section 5309, 5311, or 5339 the Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, and ITD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process. The Subrecipient agrees further to submit the Management Information System (MIS) reports to the State annually, as requested by the State.

https://damis.dot.gov/Login/Login.asp

P. **Employee Protections, Public Transportation Employee Protective Arrangements**: The Subrecipient agrees to comply with the applicable transit employee protective requirements as follows:

i. **Standard Public Transportation Employee Protective Arrangements -** If this grant is funded by either Section 5309 or Section 5316, to the extent that the Project involves public transportation operations and to the extent required by Federal law, the Subrecipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto. The Subrecipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement for the Project.

ii. **Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5311** - The Subrecipient agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of the Grant Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto.

Q. **Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the State to be in violation of the FTA terms and conditions.

http://www.fta.dot.gov/laws/circulars/leg_reg_4063.html

R. **Conflicts of Interest Prohibited:** The Subrecipient certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of personal or organizational conflict of interest or of being motivated by desires for personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. **STATE REQUIREMENTS:**

A. **Indemnification and Insurance:** In this section, "Subrecipient" includes the

Subrecipient's employees, agents, and contractors.

The Subrecipient agrees to indemnify, hold harmless, and defend the State of Idaho, its officers, agents, and employees from and against any claim of or liability for error, omission, or negligent act of the Subrecipient arising out of the Subrecipient's assumption of the responsibilities for the Project set forth in this agreement.

The Subrecipient is not required to indemnify the State of Idaho for a claim of or liability for the independent negligence of the State. If there is a claim or liability for joint negligent error or omission of the ¬Subrecipient and the independent negligence of the State, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than in the State's selection, administration, monitoring, or controlling of the Subrecipient.

Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved. Moreover, all of the rights, defenses, or protections provided in Idaho Code and or in the Idaho Administrative Procedural Rules are expressly reserved.

B. Independent Contractor Status

Unless otherwise expressly stated, vendors and/or non-state entities acting pursuant to this grant shall be that of an independent contractor and not that of an agent or employee of the state. Such parties shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Furthermore, such parties shall indemnify the State and hold it harmless form any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of the party's failure to pay such taxes, fees or contributions.

The Subrecipient shall maintain the policies of insurance listed below, to cover losses that may be incurred as a result of the operation and maintenance of project vehicles and/or equipment throughout their period of required use or as a result of other activities under this agreement.

Where specific limits are shown, they shall be the minimum acceptable limits. If the Subrecipient's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

i. **Automobile Liability**: a minimum coverage of $500,000 combined single limit per occurrence. The policy shall provide all damage arising out of personal injury to or destruction of property in any one occurrence on any revenue vehicle not covered by 49 CFR Part 387.

The policy shall name the Idaho Transportation Department as "loss payee" of the property damage portion of the policy.

The Subrecipient shall provide *certificate of insurance to the State, annually* and at other times if requested. Each certificate must provide for a 30-day prior notice of cancellation, non-renewal, or material change of conditions.

The Subrecipient shall use any insurance proceeds relating to items purchased under this grant to repair or replace the covered item(s) that has been damaged, destroyed or stolen or; where specific items are not involved, to cover other liability related to this grant project. The title to any replacement vehicle must show the State of Idaho as lien holder.

C. **Performance Requirement:** The failure of the State to insist upon strict performance by the Subrecipient of any provision or covenant in this Agreement, in any one or more instances, may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement cannot be enforced or relied upon by the Subrecipient unless the waiver is in writing and signed on behalf of the State.

6. TERMINATION PROVISIONS:

A. **Failure to Perform:** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and if after notification by the State of such failure or violation, the Subrecipient fails to take proper corrective action within a reasonable amount of time, the State shall have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof. Such notice shall be given at least 15 days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, construction materials, and any construction completed by the Subrecipient under this Agreement shall, at the option of the State, become the State's property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed. Failure to adhere to Project Schedule and any reporting requirements may be deemed by the State to be a "failure to perform" and may result in the loss of the award, at the option of the State.

B. **Convenience Termination:** If, due to changed circumstances, the State or the Subrecipient wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least 15 days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other materials as described in the Failure to Perform paragraph above shall, at the option of the State, become the State's property. If the Agreement is terminated as provided herein, the Subrecipient shall be reimbursed for actual expenses not otherwise reimbursed under this Agreement which were incurred by the Subrecipient during the contract period and which are directly attributable to the Subrecipient's performance of this Agreement. The State shall also reimburse the Subrecipient for any costs properly incurred by the Subrecipient in honoring convenience termination clauses in its Agreements with its contractors as long as these clauses conform to the standard convenience termination clause used by the State for similar types of contracts.

7. NONCOMPLIANCE; DISPUTES; REMEDIES

A. Recovery of Funds: In the event of a default or violation of the terms of this Agreement, the State is entitled to recover all or part of the project funds paid to the Subrecipient. If Subrecipient does not promptly remit the funds in response to a demand, the State may collect the debt by:

- Making an administrative offset against payments that would be due under other grant awards or appropriations,
- Withholding advance payments that would otherwise be due,
- Instituting civil action, or
- Taking any other action permitted by law.

All remedies conferred on the State by this Agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the State's option.

B. Enforcement: The State may take one or more actions in the event Subrecipient fails to comply with the terms of the award. Upon written notification explaining the basis of the action, the State may suspend the grant pending corrective action or terminate the grant. The State may impose conditions requiring correction of noncompliance or deficiency. If conditions are imposed, the State will inform Subrecipient of the conditions and corrective action sought, the reason for imposition, and the time allowed for completing corrective actions.

C. Rights and Remedies: The duties and obligations imposed by the Agreement and accompanying documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the State or Subrecipient shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

8. GRANT REQUIREMENTS:

A. Billing Procedure and Reimbursements: The Subrecipient agrees to formally request reimbursement by submitting to the State an itemized invoice(s) for allowable project costs. Each invoice shall clearly identify each cost being billed and shall be in a format acceptable to or specified by the State, with supporting documentation of cost and payment as required below, and other documentation as may be required by the State.

B. Requests for reimbursement must be submitted based on the following timeline:

Monthly Billing Schedule		
Period Beginning	Period Ending	Billing Due By
October 1st	October 31st	December 31st
November 1st	November 30th	January 31st
December 1st	December 31st	February 28th
January 1st	January 31st	March 31st
February 1st	February 28th	April 30th
March 1st	March 31st	May 31st
April 1st	April 30th	June 30th
May 1st	May 31st	July 31st
June 1st	June 30th	August 31st
July 1st	July 31st	September 30th
August 1st	August 31st	October 31st
September 1st	September 30th	November 30th

Invoices for operating, vehicles, equipment, or facilities shall be accompanied by documentation of the formal obligations or expenses incurred, as well as the source of the match. Supporting documentation shall be copies of vendor invoices, unless alternate documentation accompanied by a viable written explanation is acceptable to the State. Supporting documentation must clearly tie to the itemized costs on the invoice (annotations to facilitate easy review are encouraged). For vehicles, other documents related to the vehicle purchase are also required prior to payments. Please reference the ITD Capital Site for the Vehicle Reimbursement Packet.

http://itd.idaho.gov/public_transportation/cap_grant_program.html

The State reserves the right to mandate alternate or specialized billing procedures in any of the following instances:
- when a particular project is split-funded (includes grant funds from more than one source), or;
- when irregular documentation or special timing is needed by the State for some other reason.

Such alternate procedures may be issued separately, but will be provided to the Subrecipient in writing.

Payments may be withheld if the quarterly report(s) have not been received as

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required.

Final billing must be submitted within 60 days of the termination date listed on this grant agreement or as amended.

The State shall reimburse funds to meet formal obligations or expenses only with satisfactory documentation. If required documentation is determined to be incomplete, incorrect, and/or in conflict with the scope of the project, the Subrecipient will be notified that payment of project funds is being withheld until the incomplete, incorrect, and/or conflicting items are resolved to the State's satisfaction.

C. Local Match Available: If this grant is for a vehicle(s) and/or equipment, the Subrecipient has or will have the required local cash match for the project by the time of delivery. If this grant is for other items, the local match will be met as grant funds are spent.

D. Operating and Maintenance Funds Available: The Subrecipient, by the time of vehicle and/or equipment delivery, will have or have guarantee of funds necessary to operate and maintain the project vehicle and/or equipment in safe, clean, and mechanically sound condition through the required period of performance (useful life). The State reserves the right to require transfer of the vehicle and/or equipment to another entity if the Subrecipient fails to meet this requirement.

E. Indirect Costs: If a federally approved indirect cost rate is negotiated between the subrecipient and the Federal government, this rate must be used. If no such rate exists, the subrecipient may either negotiate a rate with the pass-through entity and the subrecipient (in compliance with this part), or elect the de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f), if eligible.

F. Vehicle and Equipment Maintenance Requirements: The Subrecipient agrees to develop a written maintenance program and assures that it assumes responsibility to maintain and operate the vehicles and/or equipment obtained under this project at a high level of cleanliness, safety, and mechanical soundness, following at a minimum, the original equipment manufacturers' (OEM) recommended maintenance and inspection procedures and schedules, for at least the useful life of each item, to retain warranties and meet life expectancy of the items. The Subrecipient further assures that it will maintain ADA accessibility features in good working order, removing vehicles with nonworking accessibility features from service and repairing them within 5 days. The Subrecipient agrees to document all maintenance completed and all maintenance expenditures. The State and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance.

G. Vehicle and Equipment Use and Disposition: Use and disposition of project vehicles and equipment shall be subject to restrictions set forth by the State.

The Subrecipient assures that it will not lease or contract the operation of project vehicles without prior written approval from the State.

If a vehicle or equipment purchased with these funds can no longer meet project needs, the Subrecipient agrees to notify the State, indicate its condition, and follow the State's instructions.

H. **Reports:** The Subrecipient is required to submit quarterly reports in a format specified or provided by the State, per instructions provided by the State. The Subrecipient will certify the accuracy of each report.

I. A grantee must submit quarterly reports under the following schedule:

Quarterly Schedule		
Period Beginning	Period Ending	Report Due By
January 1st	March 31st	May 31st
April 1st	June 30th	August 31st
July 1st	September 30th	November 30th
October 1st	December 31st	February 28th

J. **Capital Inventory and Agency Profile:** The Subrecipient agrees to participate fully in the inventory of publicly funded vehicles, transportation equipment, and transportation-related facilities and other transportation related data.

K. **Changes and Amendments:** The Subrecipient shall not execute any amendment or change order to this Agreement without the prior written concurrence of the State. This Agreement may only be modified or amended by a written agreement signed by both parties.

L. **Reimbursement of Grant Funds:** Within sixty (60) days of issuance of a final audit report to the State or, if no audit is required, then within sixty days after acceptance by the State that the Subrecipient has met the requirements of this grant agreement, the Subrecipient's remaining grant balance will return to the State.

M. **Travel Requirements:** Subrecipient must follow State of Idaho travel guidelines for reimbursement or your agency's travel rules, whichever is more restrictive.

N. **Program Fraud and False or Fraudulent Statements and Related Acts:** The Subrecipient certifies that any statement it has made, it makes, it may make, or causes to be made about this grant project is or will be true and accurate. Provision of untrue or inaccurate information may constitute fraud.

9. ASSIGNMENT OF WORK TO THIRD PARTIES:

A. State Consent Required: No portion of work to be performed under this agreement shall be assigned by the Subrecipient to any third party without written consent of the State.

B. No Federal or State of Idaho Government Obligation to Third Parties: The Subrecipient agrees that the Federal and State governments have no liability under this agreement. The Subrecipient assures that it will include language in any contract under this agreement that states the Federal and State governments have no liability under the contract and require the contractor to include language to this effect in any subcontract, except if the Subrecipient has specific written consent from the Federal and/or State governments that it/they will accept liability.

C. Subcontracting Rules: In the event the Subrecipient subcontracts any work covered by this Agreement, the Subrecipient shall require compliance by its subcontractors with applicable provisions, statutes or regulations governing their legal responsibilities in public contracts.

In addition, the Subrecipient shall require compliance with all Federal, State, and local laws and regulations and include required Federal clauses in contracts and purchase orders.

10. Procurement Requirements:
All procurements for contracted services (complementary paratransit, cabs, etc.) must go through a bidding process.

A. Procurement System:

i. The Subrecipient, assures it has or will establish a procurement system in compliance with FTA procurement requirements in FTA Circular 4220.1 third party contracting requirements as well as any other implementing requirements of Federal, State, or local government, including:

1. a five-year limitation on rolling stock;
2. requirement for full and open competition;
3. a prohibition against geographic preferences;
4. the use of Brooks Act procedures for procurement of architectural engineering services if the state has not adopted a statute governing procurement of such services; http://www.acec.org/advocacy/committees/brooks.cfm
5. inclusion in its contracts all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required by FTA Circular 4220.1;
6. inclusion in its subcontracts and sub agreements all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required in FTA Circular 4220.1;
7. written protest procedures;

8. ethical standards of conduct;
9. use of appropriate procurement method.
   http://www.fta.dot.gov/documents/FTA_Circular_4220.1F.pdf

B. Required Provision in Procurement Notices: The following required provision shall be included in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance: "Statement of Financial Assistance: This Procurement is subject to a financial assistance grant agreement between the State of Idaho and the U.S. Department of Transportation."

C. Procurement Requirements: Subrecipient will follow the following procurement guidelines:

Micro Purchase: $1-$3500 - Follow FTA procurement rules. The SUBRECIPIENT may acquire property and services valued at less than $3,000 without obtaining competitive quotations. SUBRECIPIENT shall maintain documentation reflecting that the price paid was fair and reasonable. Note: Davis-Bacon prevailing wage requirements will apply to construction contracts exceeding $2,000.

Small Purchase: $3,501-$9,999 - Follow FTA procurement rules. The SUBRECIPIENT may acquire property and services valued at $3,001-$9,999 by obtaining three or more price or rate quotations. SUBRECIPIENT shall maintain documentation reflecting that the price paid was fair and reasonable.

Medium Purchase: $10,001-$99,999 - Follow STATE procurement rules. The SUBRECIPIENT may acquire property and services valued at $10,001-$99,999 by following the STATE Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044.

Large Purchase: $100,000 or more - Follow STATE procurement rules. The SUBRECIPIENT may acquire property and services valued at $100,000 or more by following the STATE Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044. Sealed bids are required

D. Bus and Van Testing: The Subrecipient will comply with FTA bus testing requirements applicable to heavy-duty large and small buses; medium-duty buses; light-duty mid-size buses; and light-duty small buses, cutaways, or modified vans (does not apply to unmodified mass-produced vans). If testing is not required, the Subrecipient will instead obtain the manufacturer's certification that the vehicle is exempt from FTA bus testing requirements and also obtain a list of recent purchasers of the vehicle (with contact information), to aid evaluation prior to vendor selection.

http://www.gpo.gov/fdsys/pkg/CFR-2005-title49-vol1/content-detail.html

i. For Equipment Purchases - The Subrecipient will provide the same equipment specifications to each prospective vendor and seek at least three bids or price quotes. The Subrecipient will submit price quotes or bids received to the State with its preferred vendor selection noted, for State approval to purchase. For more information see FTA Best Practices Procurement Manual, http://www.fta.dot.gov/grants/13054_6037.html.

E. **Pre-Award and Post-Delivery Review of New Vehicles:** The Subrecipient assures it will conduct a pre-award and/or post-delivery reviews for all new vehicles purchased under this project, as specified below. The Subrecipient assures it will conduct these reviews per the formats and instructions provided by the State. Pre-Award Reviews must be submitted to the State for approval

F. **Vehicle Identification Numbers to State:** The Subrecipient will provide each vehicle's identification number (VIN) to the State with the first payment invoice for the particular vehicle.

G. **Titles to Vehicles/Equipment & Liens:**

i. Title to Project equipment other than vehicles shall rest with the Subrecipient.

ii. The Subrecipient hereby agrees that the State of Idaho is lien holder for each vehicle purchased under this Project. The Subrecipient shall arrange with the Idaho Division of Motor Vehicles (DMV) to issue the certificate of title in the name of the Subrecipient with the State of Idaho Transportation Department as lien holder. The Subrecipient shall arrange with DMV to send the original title to the State's Public Transportation Office for this project.

iii. The State will hold a lien on the title of any vehicle purchased under this project. The Subrecipient may request a clear title after the vehicle reaches its useful life.

iv. The Subrecipient gives the State Power of Attorney limited to applying for a Vehicle Title from the Idaho Division of Motor Vehicles and to requesting the Idaho Division of Motor Vehicles remove the State's lien from the vehicle title.

CERTIFICATION REGARDING FEDERAL LOBBYING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, 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 placed 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, U.S. 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.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FTA and/or State general funds as it pertains to this agreement from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Signature of Authorizing Official:	Date:

Fiscal year 2016 Project Budget Request

Subrecipient	City of Moscow
Agreement Term	October 1, 2016-December 31, 2018
Contact Name	Alisa Anderson
Address	PO Box 9203, 206 East Third Street Moscow, ID 83843
Phone Number	208-883-7600

Grant	Capital 80/20		
	Total	Federal	Match
5339	$ 143,500.00	$ 114,800.00	$ 28,700.00

Total Project Cost	Total Federal Request	Total Match Needed
$ 143,500.00	$ 114,800.00	$ 28,700.00

Subrecipient Printed Name

Subrecipient Signature

Date

Scope of Work

5339 Funds to purchase and install one (1) covered bike parking shelter, install five (5) covered bus shelters with ADA access sidewalk, curb, and gutter, and purchase and install one (1) bench at the following locations:

Moscow, ID (City of):

1)Third Street at City Hall (bike shelter)
2) D Street and Mountain View Road
3) Almon Street south of E Street
4) A Street and Peterson Drive
5)A Street and Cherry Street
6) Third Street and Hayes Street
7) F Street and Orchard Avenue (bench only)

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Funding Program	5339 Bus & Bus Facilities Program
Term of Grant	October 1, 2016-September 30, 2018
Agreement Total	$114,800

Subrecipient Organization Name	City of Moscow
Subrecipient Director or Equivalent	Alisa Anderson
Subrecipient Address	PO Box 9203, 206 East Third Street Moscow, ID 83843
Subrecipient Phone	208-883-7600
Subrecipient E-mail	aanderson@ci.moscow.id.us

Scope of Work:

5339 Capital funds to purchase and install one (1) covered bike parking shelter, install five (5) covered bus shelters with ADA access sidewalk, curb, and gutter, and purchase and install one (1) bench at the following locations:

Moscow, Idaho (City of Moscow):
1) Third Street at City Hall (bike shelter)
2) D Street and Mountain View Road
3) Almon Street south of E Street
4) A Street and Peterson Drive
5) A Street and Cherry Street
6) Third Street and Hayes Street
7) F Street and Orchard Avenue (bench only)

Responsible Individuals Signatures of Agreement

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, amendments, or representations, oral or written, not specified herein.

Authorized Signature for Subrecipient:

Name	Title	Phone	E-mail
Bill Lambert	Mayor	208-883-7600	aanderson@ci.moscow.id.us
Signature and Date: Bill Lambert		December 21, 2017	

Authorized Signature for State:

Name	Title	Phone	E-mail
Kim McGourty	PT Manager	208-334-4475	kimmcgourty@itd.idaho.gov
Signature and Date: Kim McGourty		~~January 11, 2018~~ 3/8/18	

Public Transportation Office • 208 334-8822 • www.itd.idaho.gov

Fiscal Year 2016 Project Budget Request

ATTACHMENT A

Subrecipient	City of Moscow
Agreement Term	October 1, 2016-September 30, 2018
Contact Name	Alisa Anderson
Address	PO Box 9203, 206 East Third Street Moscow, ID 83843
Phone Number	208-883-7600

Grant	Capital 90/10		
5339 Bike Shelter	Total	Federal	Match
	$ 20,000.00	$ 18,000.00	$ 2,000.00

Grant	Capital 80/20		
5339 Bus Shelters	Total	Federal	Match
	$ 121,000.00	$ 96,800.00	$ 24,200.00

Total Project Cost	Total Federal Request	Total Match Needed
$ 141,000.00	$ 114,800.00	$ 26,200.00

Bill Lambert, Mayor, City of Moscow

Subrecipient Printed Name

Bill Lambert

Subrecipient Signature

December 21, 2017

Date

Scope of Work

5339 Capital funds to purchase and install one (1) covered bike parking shelter, install five (5) covered bus shelters with ADA access sidewalk, curb, and gutter, and purchase and install one (1) bus stop bench at the following locations in Moscow, Idaho (City of Moscow):

1) Third Street at City Hall (bike shelter)
2) D Street and Mountain View Road (bus shelter)
3) Almon Street south of E Street (bus shelter)
4) A Street and Peterson Drive (bus shelter)
5) A Street and Cherry Street (bus shelter)
6) Third Street and Hayes Street (bus shelter)
7) F Street and Orchard Avenue (bench only)

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 7129
Boise ID 83707-1129

(208) 334-8000
itd.idaho.gov

July 26, 2018

City of Moscow
206 East Third, PO Box 9203
Moscow, ID 83843

RE: 5339 Rural Capital Grant Extension

Dear City of Moscow,

This letter is to inform you that your request for a grant amendment submitted on July 19th, 2018 has been received and reviewed by the Idaho Transportation Department's Public Transportation Office (ITD-PT).

After reviewing and considering the stated reason for the request, we have hereby determined to grant an extension of the 2016 Rural 5339 One Time award for bike amenities in the amount of $29,250 through December 31, 2018. The scope of work outlined in the funding agreement will remain unchanged.

Please note, after December 31, 2018 any funds left unspent at that time will be swept and may not be carried forward into a future award.

Sincerely,

Kim McGourty Digitally signed by Kim McGourty
DN: cn=Kim McGourty, o=Idaho Transportation Department, ou=Idaho Transportation Department, email=kim.mcgourty@itd.idaho.gov, c=US
Date: 2018.08.02 11:24:06 -06'00'

Kim McGourty
Public Transportation Manager
Idaho Transportation Department
Kim.mcgourty@itd.idaho.gov
208-334-4475

CC: Drew McGuire

CITY OF MOSCOW 1887 IDAHO
Heart of the Arts

Bill Lambert
Mayor

Kathryn Bonzo
Council President

Gina Taruscio
Council Vice-President

Art Bettge
Council Member

Jim Boland
Council Member

Brandy Sullivan
Council Member

Anne Zabala
Council Member

Gary J. Riedner
City Supervisor

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

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

July 19, 2018

Kim McGourty, Public Transportation Manager
Public Transportation Office
Idaho Transportation Department
3311 West State Street
PO Box 7129
Boise, ID 83707

RE: City of Moscow – Request for Funding Agreement(s) Time Extension
5339 Bus and Bus Facilities Program – Capital Grant

Dear Kim,

This letter serves as the City of Moscow's request for a 90-day time extension to the Grant Project Funding Agreements for Bike & Bus Shelters and Bike Sharrows and Signage. Both Agreements have an ending date of September 30, 2018, and we are requesting a 90-day extension with a new end date of December 30, 2018. I have attached a combined "Request for Time Extension" Report outlining the project details and reasons for the time extension request.

Please let me know if you have questions or need additional information. Thank you for consideration of this request.

Sincerely,

Alisa J. Anderson

Alisa J. Anderson, Grants Manager
208-883-7600
anderson@ci.moscow.id.us

Enclosure – Request for Time Extension Report

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Request for Time Extension

5339 Bus and Bus Facilities Program – Capital Grant

Agency Name	City of Moscow				
Agency Contact	Alisa Anderson, Grants Manager				
Phone #	208-883-7600	Email	aanderson@ci.moscow.id.us		
Grant Program	**5339 Bus & Bus Facilities**	**Rural**	**One Time**		
Federal Award Amount	$114,800/$29,250	Expended	$	Balance	$114,800/$29,250

Scope of Work - Installation of five (5) Bus Shelters, Purchase and Installation of one (1) Bus Stop Bench, Purchase and Installation of Trash Receptacles, Purchase and Installation of one (1) Covered Bike Shelter, Purchase and Installation of Bike Repair Station and Bike Racks, and Installation of ADA-Compliant Sidewalk and Curb Ramps at two locations on "A" and Cherry Streets and Almon and "E" Streets in Moscow, Idaho (City of Moscow). The project also includes the purchase and installation of bike sharrows and way-finding signage.

Request Date: 7/18/18	**Current Project Period:** 10/1/2016 – 9/30/2018	**Extension Request Time Period:** 90 Days	**Proposed Project Period:** 10/1/2016 – 12/30/2018 ok

Reason for Extension Request:

- Installation of Bike/Bus Shelter and ADA Access Sidewalk:
  - FTA environmental concurrence is still pending for installation of ADA access sidewalks on "A"/Cherry and Almon Streets.
  - Construction bid opening was held on 7/3/18, City Council approved low bidder and award on 7/16/18 with a Notice of Award to be issued by 7/25/18.
  - Construction is estimated to begin between 8/1/18 to 8/10/18 with 45-calendar day project construction timeframe to include installation of bike and bus shelters/bench, amenities, ADA improvements to include sidewalks at two public transit bus stops.
  - It is anticipated the construction will take 25-30 working days after mobilization at various project locations throughout the public transit fixed route.
  - It is anticipated that construction will be completed no later than 9/30/18.
  - Upon construction completion the City requests the Idaho Form WH-5 Public Works Contract Report and Lien Release from the State of Idaho to make sure all subcontractors and suppliers have been paid in full.
  - The WH-5 can take up to 60 days to be processed and it is estimated this release would be received by 12/1/18 at which time the City will pay the prime contractor the final retainage.
  - It is anticipated that all project activities and closeout will be completed by 12/30/18.
- Purchase and Installation of Bike Sharrows and Signage:
  - Multiple road construction projects throughout Moscow have been delayed this summer due to weather conditions and high demand for staffing, equipment, materials and supplies. Slurry seal, asphalt replacement and other street repair work will not be completed throughout the City until early October 2018.
  - The bike sharrows and wayfinding signage cannot be installed by the City of Moscow Street Department staff until after summer construction projects are complete.
  - The installation will begin no later than 10/1/18 and be completed by 11/15/18 and the project will be closed by 12/30/18.

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Idaho Transportation Department
Public Transportation Office

Grant Project Funding Agreement

ITD Public Transportation Office
3311 W. State St.
Boise, ID 83706
http://itd.idaho.gov/

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Pass-Through Awarding Agency	Idaho Transportation Department – Public Transportation Office (ITD-PT)
Awarding Official: (Grants Officer) Name Phone Email	Drew McGuire 208-34-8875 Juanita.Risch@itd.idaho.gov
Federal Award Date/Term of Grant	October 1, 2016 - December 31, 2018
Agreement Total	$29,250
Funding Program	5339 Bus & Bus Facilities Program
Catalog of Federal Domestic Assistance (CFDA)	20.526
Federal Award Identification Number (FAIN)	ID-2016-018-01
Data Universal Numbering System (DUNS)	958856338
Federally Approved Indirect Cost Rate (if applicable)	N/A

Subrecipient Organization Name	City of Moscow
Subrecipient Director or Equivalent	Alisa J. Anderson
Subrecipient Address	PO Box 9203, Moscow, ID 83843
Subrecipient Phone	(208)883-7600
Subrecipient E-mail	aanderson@ci.moscow.id.us

Is this grant a Research and Development Grant? ____Y or _X_N

Scope of Work:

5339 Capital funds to purchase bike sharrows and way-finding signage.

Responsible Individuals Signatures of Agreement

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, amendments, or representations, oral or written, not specified herein.

Authorized Signature for Subrecipient:

Name	Title	Phone	E-mail
Signature and Date:			

Authorized Signature for State:

Name	Title	Phone	E-mail
Kim McGourty	Public Transportation Manager	(208)-334-4475	Kim.McGourty@itd.idaho.gov
Signature and Date:			

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AGREEMENT CONDITIONS

GRANT AGREEMENT BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT AND

This Agreement is between the **Idaho Transportation Department** (hereinafter called the STATE) and **the City of Moscow** (hereinafter called the Subrecipient). The STATE and the Subrecipient are entering into this Agreement. This Agreement is effective when signed by both parties.

The 5339 Bus & Bus Facilities Infrastructure Investment Program (49 U.S.C. 5339) makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities.

WHEREAS the Governor of the State of Idaho has designated the Idaho Transportation Department to administer this grant;

The parties mutually agree as follows:

1. **SCOPE OF WORK:**
   Assumption of Responsibility: The Subrecipient agrees to assume all responsibility for this Project. The Subrecipient further agrees to abide by the appropriate mutual covenants, promises, and representations included in the Federal Transit Administration (FTA) Master Agreement, with special emphasis on the sections pertaining to the particular funding source.

2. **COMPLIANCE WITH LAWS AND REGULATIONS, FEDERAL CHANGES:** The Subrecipient agrees to comply with all applicable laws, regulations, and codes of the State of Idaho, the United States Government, and local governments. The Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most current FTA Master Agreement included with, and incorporated into, this overall Grant Agreement, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to comply shall constitute a material breach of this contract.

   https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/sample-fta-agreements

3. SUBRECIPIENT CAPACITY:

A. Subrecipient Legal, Financial, and Managerial Capacity: The Subrecipient assures that it has the necessary legal, financial, and managerial capability to apply for, receive, and disburse FTA funds awarded in this grant agreement. The Subrecipient also assures that it will implement and manage this project and project funds in keeping with the intent and provisions of the Subrecipient's grant application and the grant agreement.

B. Subrecipient Legal Authority to Accept This Sub-Grant: The Subrecipient certifies that it has the legal authority to accept grant funds for this project.

C. Subrecipient Debarment/Suspension Certification: the Subrecipient entity certifies, to the best of its knowledge and belief, that it and its principals:

i. are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, per the U.S. General Services Administration (GSA) monthly "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," available on the GSA web site:

http://www.sam.gov

ii. have not, within the past three years, been convicted of or had a civil judgment against them for: a criminal offense or fraud in connection with obtaining, attempting to obtain, or performing a Federal, state, or local public transaction; a violation of Federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

iii. are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed in the paragraph above; and

iv. have not within the last three years had any Federal, state, or local public transaction terminated for cause or default.

If the Subrecipient later becomes aware of any information contradicting these Suspension/Debarment statements, it will promptly provide that to the State who will forward it to FTA.

If the Subrecipient cannot certify for all the Suspension/Debarment statements above, the Subrecipient shall so indicate in a transmittal letter or message of explanation, to be returned with the signed grant agreement (Per 49 CFR Part 29).

D. **Administrative and Accounting Systems:** The Subrecipient certifies it has or will establish a proper accounting system, per generally accepted accounting principles (GAAP) and any Federal or State directives. It further agrees to administer the project, retain all project records, and grant access to project records and personnel as specified in the applicable Federal Uniform Guidance (2 CFR 200).

4. **FEDERAL REQUIREMENTS**

A. **Buy America**
For purchases over $150,000, the Subrecipient agrees to comply with 49 CFR Parts 661 and 663, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. In regards to the purchase of vehicles, all materials and supplies purchased with these funds, will be manufactured in the United States and have:

FY 16 & FY17: more than 60% domestic content
FY18 & FY19: more than 65% domestic content
FY20 & beyond: more than 70% domestic content

The Subrecipient will provide the appropriate certification to verify this.

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Buy_America_Fact_Sheet.pdf

B. **Intelligent Transportation System (ITS) Architecture**: If this grant will be used to fully or partially fund acquisition of individual or systems of technologies that support ITS user services as defined in the "National ITS Architecture," the Subrecipient assures it will comply and require its contractors and its subrecipients to comply with all applicable requirements imposed by Section V Regional ITS Architecture and Section VI Project Implementation of the FTA National ITS Architecture Policy on Transit Projects to the extent required by FTA and the State.

http://www.ops.fhwa.dot.gov/its_arch_imp/policy.htm

C. **Charter Service Operations -** The Subrecipient agrees to only provide charter service with written consent from the STATE. If consent is given, the Subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of public transportation.

http://www.gpo.gov/fdsys/granule/CFR-2012-title49-vol7/CFR-2012-title49-vol7-part604/content-detail.html

D. School Transportation:

i. The Subrecipient assures that it will not engage in school bus operations exclusively for the transportation of students and school personnel, in competition with private school bus operators, per provisions of 49 CFR Part 605.

http://www.gpo.gov/fdsys/granule/CFR-2011-title49-vol7/CFR-2011-title49-vol7-part605

ii. If the Subrecipient is a public transportation system, it may provide "School Tripper Service" that is regularly scheduled public transportation service open to the public but designed or modified to accommodate the needs of school students and personnel (must be open to the public, must serve regular transit stops, and must be shown on transit route schedules and maps) and schools signs may NOT be displayed on the vehicle.

E. Clean Water

i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Subrecipient agrees to report each violation to the State, and understands, and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html

F. Clean Air

i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Subrecipient agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html

G. **Lobbying Prohibition:** None of the funds paid under this agreement shall be used for the purpose of lobbying activities before the Idaho State Legislature or the U.S. Congress.

If this grant is $100,000 or more:

i. the Subrecipient *certifies* that it has not and will not use Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award.

ii. the Subrecipient assures that it will require its contractors and subcontractors each to report use of non-Federal funds for any of the lobbying activities for which use of Federal funds is prohibited, at the end of each calendar quarter on Federal Standard Form LLL (49 CFR Part 20), and that the Subrecipient will forward all these forms to the State.

http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html

H. **Nondiscrimination Requirements:** The Subrecipient assures that no person in the United States will, on the basis of race, color, national origin, creed, sex, or age be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance from FTA or USDOT. The Subrecipient agrees to comply with all requirements of US DOT Civil Rights Act implementing regulations (49 CFR 21), and the Title VI Program Guidelines for Federal Transit Administration Recipients (FTA Circular 4702.1) and other applicable nondiscrimination directives.

http://www.fta.dot.gov/documents/Title_VI_Circular_4702.1A.pdf

i. Per 49 USC 5332 (prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, USDOT implementing regulations (49 CFR 21), 42 USC 2000d (prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin)

ii. The Subrecipient assures that project and project facility operations, as well as property acquisitions, will be in accordance with the civil rights requirements and understands that this assurance extends to its entire facility, to all facilities operated in connection with this project, and to property acquisitions. The Subrecipient assures:

1. Its FTA-assisted benefits and related services are made available and are

equitably distributed without regard to race, color, creed, national origin, sex, age, or disability;

2. The level and quality of its FTA-assisted transit services are sufficient to provide equal access and mobility for any person without regard to race, color, creed, national origin, sex, or age;

3. Opportunities to participate in the transit planning and decision making processes are provided to persons without regard to race, color, creed, national origin, sex, or age;

4. Decisions on the location of transit services and facilities are made without regard to race, color, creed, national origin, sex, or age;

5. Corrective and remedial action is taken to prevent discriminatory treatment of any user of services based on race, color, creed, national origin, sex, or age;

6. Any contracts or sub agreements fully or partly funded through this project will contain language to extend civil rights assurances to contractors and subcontractors; and the Subrecipient will also include such language in any deeds and documents which record the transfer of real property, structures, and improvements.

I. **Nondiscrimination on the Basis of Disability:** The Subrecipient assures that no person with a disability shall be, by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance. The Subrecipient assures it will comply with 49 CFR Parts 27, 37, 38, and 39, which implement the Americans with Disabilities Act (ADA) and amend Section 504 of Rehabilitation Act of 1973. The Subrecipient understands that it also has responsibilities under ADA in the areas of employment, public accommodations, and telecommunications.

http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html#1000

The Subrecipient assures that any vehicle purchased or acquired through this project will be ADA accessible, except as exempted in by the State. If the Subrecipient is awarded funds to purchase a non-ADA vehicle for use in demand responsive service, the Subrecipient assures that this demand responsive service provides or will provide equivalent service to disabled persons that meet ADA requirements in keeping with 49 CFR 37.

The Subrecipient assures that *all* new or renovated facilities to be used for the provision of public transportation services will be ADA accessible, including facilities such as maintenance facilities, garages, building access facilities (sidewalks need curb cuts), etc.

http://www.gpo.gov/fdsys/pkg/CFR-2007-title28-vol1/content-detail.html

The Subrecipient assures that any construction contract funded through this project will include ADA requirements.

J. Equal Employment Opportunities (EEO): The Subrecipient assures it will:

Treat employees or job applicants fairly, without regard to race, color, creed, national origin, sex, age, or disability;

Take affirmative action to ensure job applicants are employed and employees are treated without regard to race, color, creed, national origin, sex, or age (such action includes but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship);

Post notices setting forth agency EEO policy in conspicuous places and make these available to employees and job applicants;

Assure that any contracts or sub-agreements fully or partly funded through this project will contain language to extend EEO assurances to contractors and subcontractors.

If the Subrecipient received $1,000,000 or more of Federal assistance in the previous Federal fiscal year and had 50 or more public-transit-related employees, it agrees to submit to the State an EEO program, which meets FTA requirements.

K. Discrimination Complaints: The Subrecipient assures that it will notify the public that complaints of discrimination in the provision of transportation or transportation-related services or benefits may be filed with the State, FTA, or USDOT. The Subrecipient assures it will promptly report to the State any civil rights complaints it receives.

L. Disadvantaged Business Enterprises (DBE): The Subrecipient assures Disadvantaged Business Enterprises will have the maximum opportunity to compete for and perform contracts and subcontracts financed under this project, as specified in 49 CFR 26 and per the following:

i. If the Subrecipient will purchase one or more transit vehicles (excluding unmodified mass-produced vans or unmodified pop-top vans), it assures that it will obtain from each transit vehicle manufacturer a TVM certification, to show that the manufacturer complies with DBE requirements.

ii. The Subrecipient is subject to the State's DBE program filed with the Federal Highway Administration and the State's annual DBE goal with FTA. Additionally, the Subrecipient will report its DBE activity and results to the State semi-annually every year of the Subrecipient agreement.

http://www.itd.idaho.gov/ocr/index.aspx

iii. The Subrecipient assures it will not discriminate on the basis of race, religion, color, gender, age, marital status, ability, or national origin in implementation of the project, in award or performance of any third-party contract or sub-agreement supported with this grant, or in administration of its DBE program and 49 CFR 26. If the State receives a complaint regarding discrimination by the Subrecipient, the Subrecipient will cooperate fully in the investigation of the complaint by the State.

http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html

Technical assistance pertaining to DBE is available at the following link or at (208)-334-8567. http://www.itd.idaho.gov/ocr/index.aspx

M. **Audits:** The Subrecipient certifies that it will be audited annually as required by the Federal Single Audit Act Amendments of 1996 (per 2 CFR 200). The Subrecipient recognizes FTA's, USDOT's, and the State's authority to monitor project activities, to conduct reviews and inspections, and to conduct additional audits in keeping with 2 CFR 200, to verify compliance with grant requirements and assurances. The Subrecipient agrees to make the necessary records available to any of the above parties upon request.

http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2013

N. **Commercial Driver's License (CDL)Requirement:** The Subrecipient, if not a recipient of Section 5311 funds, assures that if it operates a vehicle that requires a CDL, including a vehicle capable of transporting 16 or more persons (including the driver), will have a USDOT Federal Motor Carrier Safety Administration drug and alcohol testing program.

http://www.fmcsa.dot.gov/overview-drug-and-alcohol-rules

O. **Drug and Alcohol Testing:** If this grant is funded by either Section 5309, 5311, or 5339 the Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, and ITD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process. The Subrecipient agrees further to submit the Management Information System (MIS) reports to the State annually, as requested by the State.

https://damis.dot.gov/Login/Login.asp

P. Employee Protections, Public Transportation Employee Protective Arrangements: The Subrecipient agrees to comply with the applicable transit employee protective requirements as follows:

i. **Standard Public Transportation Employee Protective Arrangements** - If this grant is funded by either Section 5309 or Section 5316, to the extent that the Project involves public transportation operations and to the extent required by Federal law, the Subrecipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto. The Subrecipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement for the Project.

ii. **Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5311** - The Subrecipient agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of the Grant Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto.

Q. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the State to be in violation of the FTA terms and conditions.

http://www.fta.dot.gov/laws/circulars/leg_reg_4063.html

R. Conflicts of Interest Prohibited: The Subrecipient certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of personal or organizational conflict of interest or of being motivated by desires for personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. STATE REQUIREMENTS:

A. Indemnification and Insurance: In this section, "Subrecipient" includes the

Subrecipient's employees, agents, and contractors.

The Subrecipient agrees to indemnify, hold harmless, and defend the State of Idaho, its officers, agents, and employees from and against any claim of or liability for error, omission, or negligent act of the Subrecipient arising out of the Subrecipient's assumption of the responsibilities for the Project set forth in this agreement.

The Subrecipient is not required to indemnify the State of Idaho for a claim of or liability for the independent negligence of the State. If there is a claim or liability for joint negligent error or omission of the ¬Subrecipient and the independent negligence of the State, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than in the State's selection, administration, monitoring, or controlling of the Subrecipient.

Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved. Moreover, all of the rights, defenses, or protections provided in Idaho Code and or in the Idaho Administrative Procedural Rules are expressly reserved.

B. Independent Contractor Status

Unless otherwise expressly stated, vendors and/or non-state entities acting pursuant to this grant shall be that of an independent contractor and not that of an agent or employee of the state. Such parties shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Furthermore, such parties shall indemnify the State and hold it harmless form any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of the party's failure to pay such taxes, fees or contributions.

The Subrecipient shall maintain the policies of insurance listed below, to cover losses that may be incurred as a result of the operation and maintenance of project vehicles and/or equipment throughout their period of required use or as a result of other activities under this agreement.

Where specific limits are shown, they shall be the minimum acceptable limits. If the Subrecipient's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

i. **Automobile Liability**: a minimum coverage of $500,000 combined single limit per occurrence. The policy shall provide all damage arising out of personal injury to or destruction of property in any one occurrence on any revenue vehicle not covered by 49 CFR Part 387.

The policy shall name the Idaho Transportation Department as "loss payee" of the property damage portion of the policy.

The Subrecipient shall provide *certificate of insurance to the State, annually* and at other times if requested. Each certificate must provide for a 30-day prior notice of cancellation, non-renewal, or material change of conditions.

The Subrecipient shall use any insurance proceeds relating to items purchased under this grant to repair or replace the covered item(s) that has been damaged, destroyed or stolen or; where specific items are not involved, to cover other liability related to this grant project. The title to any replacement vehicle must show the State of Idaho as lien holder.

C. **Performance Requirement:** The failure of the State to insist upon strict performance by the Subrecipient of any provision or covenant in this Agreement, in any one or more instances, may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement cannot be enforced or relied upon by the Subrecipient unless the waiver is in writing and signed on behalf of the State.

6. TERMINATION PROVISIONS:

A. **Failure to Perform:** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and if after notification by the State of such failure or violation, the Subrecipient fails to take proper corrective action within a reasonable amount of time, the State shall have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof. Such notice shall be given at least 15 days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, construction materials, and any construction completed by the Subrecipient under this Agreement shall, at the option of the State, become the State's property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed. Failure to adhere to Project Schedule and any reporting requirements may be deemed by the State to be a "failure to perform" and may result in the loss of the award, at the option of the State.

B. **Convenience Termination:** If, due to changed circumstances, the State or the Subrecipient wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least 15 days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other materials as described in the Failure to Perform paragraph above shall, at the option of the State, become the State's property. If the Agreement is terminated as provided herein, the Subrecipient shall be reimbursed for actual expenses not otherwise reimbursed under this Agreement which were incurred by the Subrecipient during the contract period and which are directly attributable to the Subrecipient's performance of this Agreement. The State shall also reimburse the Subrecipient for any costs properly incurred by the Subrecipient in honoring convenience termination clauses in its Agreements with its contractors as long as these clauses conform to the standard convenience termination clause used by the State for similar types of contracts.

7. NONCOMPLIANCE; DISPUTES; REMEDIES

A. Recovery of Funds: In the event of a default or violation of the terms of this Agreement, the State is entitled to recover all or part of the project funds paid to the Subrecipient. If Subrecipient does not promptly remit the funds in response to a demand, the State may collect the debt by:

- Making an administrative offset against payments that would be due under other grant awards or appropriations,
- Withholding advance payments that would otherwise be due,
- Instituting civil action, or
- Taking any other action permitted by law.

All remedies conferred on the State by this Agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the State's option.

B. Enforcement: The State may take one or more actions in the event Subrecipient fails to comply with the terms of the award. Upon written notification explaining the basis of the action, the State may suspend the grant pending corrective action or terminate the grant. The State may impose conditions requiring correction of noncompliance or deficiency. If conditions are imposed, the State will inform Subrecipient of the conditions and corrective action sought, the reason for imposition, and the time allowed for completing corrective actions.

C. Rights and Remedies: The duties and obligations imposed by the Agreement and accompanying documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the State or Subrecipient shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

8. GRANT REQUIREMENTS:

A. Billing Procedure and Reimbursements: The Subrecipient agrees to formally request reimbursement by submitting to the State an itemized invoice(s) for allowable project costs. Each invoice shall clearly identify each cost being billed and shall be in a format acceptable to or specified by the State, with supporting documentation of cost and payment as required below, and other documentation as may be required by the State.

B. Requests for reimbursement must be submitted based on the following timeline:

Monthly Billing Schedule		
Period Beginning	Period Ending	Billing Due By
October 1st	October 31st	December 31st
November 1st	November 30th	January 31st
December 1st	December 31st	February 28th
January 1st	January 31st	March 31st
February 1st	February 28th	April 30th
March 1st	March 31st	May 31st
April 1st	April 30th	June 30th
May 1st	May 31st	July 31st
June 1st	June 30th	August 31st
July 1st	July 31st	September 30th
August 1st	August 31st	October 31st
September 1st	September 30th	November 30th

Invoices for operating, vehicles, equipment, or facilities shall be accompanied by documentation of the formal obligations or expenses incurred, as well as the source of the match. Supporting documentation shall be copies of vendor invoices, unless alternate documentation accompanied by a viable written explanation is acceptable to the State. Supporting documentation must clearly tie to the itemized costs on the invoice (annotations to facilitate easy review are encouraged). For vehicles, other documents related to the vehicle purchase are also required prior to payments. Please reference the ITD Capital Site for the Vehicle Reimbursement Packet.

http://itd.idaho.gov/public_transportation/cap_grant_program.html

The State reserves the right to mandate alternate or specialized billing procedures in any of the following instances:
- when a particular project is split-funded (includes grant funds from more than one source), or;
- when irregular documentation or special timing is needed by the State for some other reason.

Such alternate procedures may be issued separately, but will be provided to the Subrecipient in writing.

Payments may be withheld if the quarterly report(s) have not been received as

required.

Final billing must be submitted within 60 days of the termination date listed on this grant agreement or as amended.

The State shall reimburse funds to meet formal obligations or expenses only with satisfactory documentation. If required documentation is determined to be incomplete, incorrect, and/or in conflict with the scope of the project, the Subrecipient will be notified that payment of project funds is being withheld until the incomplete, incorrect, and/or conflicting items are resolved to the State's satisfaction.

C. **Local Match Available:** If this grant is for a vehicle(s) and/or equipment, the Subrecipient has or will have the required local cash match for the project by the time of delivery. If this grant is for other items, the local match will be met as grant funds are spent.

D. **Operating and Maintenance Funds Available:** The Subrecipient, by the time of vehicle and/or equipment delivery, will have or have guarantee of funds necessary to operate and maintain the project vehicle and/or equipment in safe, clean, and mechanically sound condition through the required period of performance (useful life). The State reserves the right to require transfer of the vehicle and/or equipment to another entity if the Subrecipient fails to meet this requirement.

E. **Indirect Costs:** If a federally approved indirect cost rate is negotiated between the subrecipient and the Federal government, this rate must be used. If no such rate exists, the subrecipient may either negotiate a rate with the pass-through entity and the subrecipient (in compliance with this part), or elect the de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f), if eligible.

F. **Vehicle and Equipment Maintenance Requirements:** The Subrecipient agrees to develop a written maintenance program and assures that it assumes responsibility to maintain and operate the vehicles and/or equipment obtained under this project at a high level of cleanliness, safety, and mechanical soundness, following at a minimum, the original equipment manufacturers' (OEM) recommended maintenance and inspection procedures and schedules, for at least the useful life of each item, to retain warranties and meet life expectancy of the items. The Subrecipient further assures that it will maintain ADA accessibility features in good working order, removing vehicles with nonworking accessibility features from service and repairing them within 5 days. The Subrecipient agrees to document all maintenance completed and all maintenance expenditures. The State and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance.

G. **Vehicle and Equipment Use and Disposition:** Use and disposition of project vehicles and equipment shall be subject to restrictions set forth by the State.

The Subrecipient assures that it will not lease or contract the operation of project vehicles without prior written approval from the State.

If a vehicle or equipment purchased with these funds can no longer meet project needs, the Subrecipient agrees to notify the State, indicate its condition, and follow the State's instructions.

H. **Reports:** The Subrecipient is required to submit quarterly reports in a format specified or provided by the State, per instructions provided by the State. The Subrecipient will certify the accuracy of each report.

I. A grantee must submit quarterly reports under the following schedule:

Quarterly Schedule		
Period Beginning	Period Ending	Report Due By
January 1st	March 31st	May 31st
April 1st	June 30th	August 31st
July 1st	September 30th	November 30th
October 1st	December 31st	February 28th

J. **Capital Inventory and Agency Profile:** The Subrecipient agrees to participate fully in the inventory of publicly funded vehicles, transportation equipment, and transportation-related facilities and other transportation related data.

K. **Changes and Amendments:** The Subrecipient shall not execute any amendment or change order to this Agreement without the prior written concurrence of the State. This Agreement may only be modified or amended by a written agreement signed by both parties.

L. **Reimbursement of Grant Funds:** Within sixty (60) days of issuance of a final audit report to the State or, if no audit is required, then within sixty days after acceptance by the State that the Subrecipient has met the requirements of this grant agreement, the Subrecipient's remaining grant balance will return to the State.

M. **Travel Requirements:** Subrecipient must follow State of Idaho travel guidelines for reimbursement or your agency's travel rules, whichever is more restrictive.

N. **Program Fraud and False or Fraudulent Statements and Related Acts:** The Subrecipient certifies that any statement it has made, it makes, it may make, or causes to be made about this grant project is or will be true and accurate. Provision of untrue or inaccurate information may constitute fraud.

9. **ASSIGNMENT OF WORK TO THIRD PARTIES:**

Your Safety.
Your Mobility.
Your Economic Opportunity.

A. State Consent Required: No portion of work to be performed under this agreement shall be assigned by the Subrecipient to any third party without written consent of the State.

B. No Federal or State of Idaho Government Obligation to Third Parties: The Subrecipient agrees that the Federal and State governments have no liability under this agreement. The Subrecipient assures that it will include language in any contract under this agreement that states the Federal and State governments have no liability under the contract and require the contractor to include language to this effect in any subcontract, except if the Subrecipient has specific written consent from the Federal and/or State governments that it/they will accept liability.

C. Subcontracting Rules: In the event the Subrecipient subcontracts any work covered by this Agreement, the Subrecipient shall require compliance by its subcontractors with applicable provisions, statutes or regulations governing their legal responsibilities in public contracts.

In addition, the Subrecipient shall require compliance with all Federal, State, and local laws and regulations and include required Federal clauses in contracts and purchase orders.

10. Procurement Requirements:
All procurements for contracted services (complementary paratransit, cabs, etc.) must go through a bidding process.

A. Procurement System:

i. **The Subrecipient,** assures it has or will establish a procurement system in compliance with FTA procurement requirements in FTA Circular 4220.1 third party contracting requirements as well as any other implementing requirements of Federal, State, or local government, including:

1. a five-year limitation on rolling stock;
2. requirement for full and open competition;
3. a prohibition against geographic preferences;
4. the use of Brooks Act procedures for procurement of architectural engineering services if the state has not adopted a statute governing procurement of such services; http://www.acec.org/advocacy/committees/brooks.cfm
5. inclusion in its contracts all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required by FTA Circular 4220.1;
6. inclusion in its subcontracts and sub agreements all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required in FTA Circular 4220.1;
7. written protest procedures;

8. ethical standards of conduct;
9. use of appropriate procurement method. http://www.fta.dot.gov/documents/FTA_Circular_4220.1F.pdf

B. Required Provision in Procurement Notices: The following required provision shall be included in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance: "Statement of Financial Assistance: This Procurement is subject to a financial assistance grant agreement between the State of Idaho and the U.S. Department of Transportation."

C. Procurement Requirements: Subrecipient will follow the following procurement guidelines:

Micro Purchase: $1-$3500 - Follow FTA procurement rules. The SUBRECIPIENT may acquire property and services valued at less than $3,000 without obtaining competitive quotations. SUBRECIPIENT shall maintain documentation reflecting that the price paid was fair and reasonable. Note: Davis-Bacon prevailing wage requirements will apply to construction contracts exceeding $2,000.

Small Purchase: $3,501-$9,999 - Follow FTA procurement rules. The SUBRECIPIENT may acquire property and services valued at $3,001-$9,999 by obtaining three or more price or rate quotations. SUBRECIPIENT shall maintain documentation reflecting that the price paid was fair and reasonable.

Medium Purchase: $10,001-$99,999 - Follow STATE procurement rules. The SUBRECIPIENT may acquire property and services valued at $10,001-$99,999 by following the STATE Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044.

Large Purchase: $100,000 or more - Follow STATE procurement rules. The SUBRECIPIENT may acquire property and services valued at $100,000 or more by following the STATE Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044. Sealed bids are required

D. Bus and Van Testing: The Subrecipient will comply with FTA bus testing requirements applicable to heavy-duty large and small buses; medium-duty buses; light-duty mid-size buses; and light-duty small buses, cutaways, or modified vans (does not apply to unmodified mass-produced vans). If testing is not required, the Subrecipient will instead obtain the manufacturer's certification that the vehicle is exempt from FTA bus testing requirements and also obtain a list of recent purchasers of the vehicle (with contact information), to aid evaluation prior to vendor selection.

http://www.gpo.gov/fdsys/pkg/CFR-2005-title49-vol1/content-detail.html

i. For Equipment Purchases - The Subrecipient will provide the same equipment specifications to each prospective vendor and seek at least three bids or price quotes. The Subrecipient will submit price quotes or bids received to the State with its preferred vendor selection noted, for State approval to purchase. For more information see FTA Best Practices Procurement Manual, http://www.fta.dot.gov/grants/13054_6037.html.

E. **Pre-Award and Post-Delivery Review of New Vehicles:** The Subrecipient assures it will conduct a pre-award and/or post-delivery reviews for all new vehicles purchased under this project, as specified below. The Subrecipient assures it will conduct these reviews per the formats and instructions provided by the State. Pre-Award Reviews must be submitted to the State for approval

F. **Vehicle Identification Numbers to State:** The Subrecipient will provide each vehicle's identification number (VIN) to the State with the first payment invoice for the particular vehicle.

G. **Titles to Vehicles/Equipment & Liens:**

i. Title to Project equipment other than vehicles shall rest with the Subrecipient.

ii. The Subrecipient hereby agrees that the State of Idaho is lien holder for each vehicle purchased under this Project. The Subrecipient shall arrange with the Idaho Division of Motor Vehicles (DMV) to issue the certificate of title in the name of the Subrecipient with the State of Idaho Transportation Department as lien holder. The Subrecipient shall arrange with DMV to send the original title to the State's Public Transportation Office for this project.

iii. The State will hold a lien on the title of any vehicle purchased under this project. The Subrecipient may request a clear title after the vehicle reaches its useful life.

iv. The Subrecipient gives the State Power of Attorney limited to applying for a Vehicle Title from the Idaho Division of Motor Vehicles and to requesting the Idaho Division of Motor Vehicles remove the State's lien from the vehicle title.

CERTIFICATION REGARDING FEDERAL LOBBYING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, 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 placed 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, U.S. 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.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FTA and/or State general funds as it pertains to this agreement from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Signature of Authorizing Official:	Date:

Fiscal year 2016 Project Budget Request

Subrecipient	City of Moscow
Agreement Term	October 1, 2016-December 31, 2018
Contact Name	Alisa Anderson
Address	PO Box 9203, 206 East Third Street Moscow, ID 83843
Phone Number	208-883-7600

Grant	Capital 80/20		
	Total	Federal	Match
5339	$ 36,562.50	$ 29,250.00	$ 7,312.50

Total Project Cost	Total Federal Request	Total Match Needed
$ 36,562.50	$ 29,250.00	$ 7,312.50

Scope of Work

5339 Capital funds to purchase bike sharrows and way-finding signage.

Subrecipient Printed Name

Subrecipient Signature

Date

Your Safety.
Your Mobility.
Your Economic Opportunity.

Funding Program	5339 Bus & Bus Facilities Program
Term of Grant	October 1, 2016-September 30, 2018
Agreement Total	$29,250

Subrecipient Organization Name	City of Moscow
Subrecipient Director or Equivalent	Alisa Anderson
Subrecipient Address	PO Box 9203, 206 East Third Street Moscow, ID 83843
Subrecipient Phone	208-883-7600
Subrecipient E-mail	aanderson@ci.moscow.id.us

Scope of Work:

5339 Capital funds to purchase and install bike sharrows and way-finding signage.

Responsible Individuals Signatures of Agreement

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, amendments, or representations, oral or written, not specified herein.

Authorized Signature for Subrecipient:

Name	Title	Phone	E-mail
Bill Lambert	Mayor	208-883-7600	aanderson@ci.moscow.id.us
Signature and Date: Bill Lambert 12-21-17			

Authorized Signature for State:

Name	Title	Phone	E-mail
Kim McGourty	PT Manager	208-334-4475	Kim.mcgourty@itd.idaho.gov
Signature and Date: Kim McGourty 1-11-18			

Fiscal Year 2016 Project Budget Request

ATTACHMENT A

Subrecipient	City of Moscow
Agreement Term	October 1, 2016-September 30, 2018
Contact Name	Alisa Anderson
Address	PO Box 9203, 206 East Third Street Moscow, ID 83843
Phone Number	208-883-7600

Grant	Capital 90/10		
5339 Bike	Total	Federal	Match
	$ 32,500.00	$ 29,250.00	$ 3,250.00

Total Project Cost	Total Federal Request	Total Match Needed
$ 32,500.00	$ 29,250.00	$ 3,250.00

City of Moscow

Subrecipient Printed Name

Bill Lambert

Subrecipient Signature

1/21/2017

Date

Scope of Work

This scope of work for this project is for the purchase and installation of bike sharrows and way finding signage under the City of Moscow 2016 Bike Route and Facilities Plan.

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 08/13/2018
Title: SCADA Replacement Project FY2017 - Change Order No. 1
Responsible Staff: Les MacDonald

Information

DESCRIPTION: In July of 2017 the City published an advertisement for bids for the SCADA Replacement Project - 2017 with an Engineer's Estimated cost of $483,881.00. Only one bid, from Strom Electric, was received. The bid from Strom was presented to and awarded by City Council for $357,000.00 with Staff authorization to approve change orders up to 10% of the contract amount.

When the SCADA Replacement Project was designed it included improvements at all the operational points of the system in order to bring a 1994 era system up to date. The existing SCADA system was starting to experience operational problems that were becoming more difficult to correct. Because a properly functioning SCADA system is such a critical part of the City's water system, the project design included all of the components that would supply the equipment replacement and programming to match the existing SCADA function.

In preparation for advertising the project for bidding a review was performed of the anticipated cost to complete all of the necessary improvements as designed. A determination was made that the bids would likely exceed the available project budget. Therefore, the quantity of components included in the project were reduced to a level anticipated to be within the project budget and that would still provide basic functionality even though not all components of the system were being replaced. The project bid came in significantly under the budget, which allows for some of the reduced component quantities to be increased in order to provide a more complete replacement project. The cost of the increase in the quantities of components exceeds the Staff authorization level of 10%, so the change order is being presented to the City Council for approval in accordance with City policy.

STAFF RECOMMENDATION: Recommend approval of Change Order No. 1 for the SCADA Replacement Project.

PROPOSED ACTIONS: Forward to the City Council with a recommendation to approve Change Order No. 1 for the SCADA Replacement Project, or provide Staff further direction.

Necessary Resources/Impacts

(PERSONNEL) City staff will provide services including construction inspection and contract administration.
(FISCAL) Funds will be expended from Water Capital Energy Control & Supplies line item 320-320-70-770-62 and Sewer Capital Energy Control & Supplies line item 330-330-60-770-68.

Attachments

Strom Electric Change Proposal
SCADA ReplacementProject2017;StromElectric;ChangeOrder1(pm2)

Strom Electric

CHANGE PROPOSAL: 1 — CITY OF MOSCOW SCADA

Proposal Description: April Time and Material

1. T&M changes to well #6 (see daily reports)
2. T&M changes to well #8 (see daily reports)

Material Item	Unit Type	Unit Quantity	Price	MATERIAL
WIRE #14 THHN CU	FT	379	$0.18	$68.22
WIRE #12 THHN CU	FT	75	$0.28	$20.63
EMT CONDUIT 1/2"	FT	20	$0.59	$11.84
EMT CONDUIT 1/2" CONN	EA	2	$1.21	$2.42
EMT CONDUIT 1/2" COUP	EA	1	$1.36	$1.36
EMT CONDUIT 1/2" STRAP	EA	3	$1.36	$4.07
EMT CONDUIT 3/4"	FT	30	$1.01	$30.24
EMT CONDUIT 3/4" CONN	EA	2	$2.77	$5.54
EMT CONDUIT 3/4" COUP	EA	1	$2.77	$2.77
EMT CONDUIT 3/4" STRAP	EA	2	$1.67	$3.34
EMT CONDUIT 1"	FT	21	$1.91	$40.07
EMT CONDUIT 1" CONN	EA	4	$4.02	$16.08
EMT CONDUIT 1" COUP	EA	2	$4.78	$9.55
EMT CONDUIT 1" STRAP	EA	3	$2.20	$6.59
RIGID COUPLING 1/2"	EA	1	$5.76	$5.76
BUSHING INSULATED 1"	EA	4	$1.55	$6.19
SEALTITE FLEX 1/2"	FT	3	$1.94	$5.83
SEALTITE FLEX 1/2" CONN STR	EA	3	$4.60	$13.79
SEALTITE FLEX 1/2" CONN 90	EA	1	$6.71	$6.71
SHALLOW UNISTRUT	FT	5	$3.22	$16.08
TB 30 AMP RATED	EA	12	$3.00	$36.00
TB DINRAIL STOP	EA	2	$0.50	$1.00
TB SOLID JUMPER	EA	6	$3.00	$18.00
Misc anchors, connectors, tape, etc.	LS	1	$10.00	$10.00
		0	$0.00	$0.00
Taurus Power & Controls	LS	1	$2,205.50	$2,205.50
(see attached dailys, and Taurus had $280		0	$0.00	$0.00
charges for CAD drawings)		0	$0.00	$0.00
			TOTAL	**$2,547.58**
			ID Tax	**$152.85**

TOTAL LABOR	No. of Hours	Labor Rate	Total Labor
Electrician (Josh Orr / Foreman)	28.00	$75.00	$2,100.00

EQUIPMENT	No.Units	Use Units	Unit Costs	TOTAL COST
	0.00			$0.00
				$0.00

SUMMARY	
Total Material	$2,700.43
Total Labor	$2,100.00
Equipment	$0.00
Additional Permit Fees	$49.00
Subtotal	**$4,849.43**
Bonding	**$121.24**
TOTAL PRICE	**$4,970.67**

Attachment: Strom Electric Change Proposal (1793 : SCADA Replacement Project FY2017 - Change Order No. 1)

Strom Electric

CHANGE PROPOSAL: 2 CITY OF MOSCOW SCADA

Proposal Description: Time and Material

1. T&M changes to well #2

2. T&M changes to well #3

3. Well #9 changes

4. NE & NW Reservoir

NOTE: Daily reports and Taurus Proposals are attached for your review.

Material Item	Unit Type	Unit Quantity	Price	MATERIAL
WIRE #14 THHN CU	FT	607	$0.18	$109.26
WIRE #12 THHN CU	FT	1340	$0.28	$368.50
WIRE #16/2 TWISTED SHIELDED	FT	1000	$0.49	$492.00
HEAT SHRINK LABELS	ROLL	3	$42.14	$126.43
CORD GRIP UF TYPE	EA	2	$3.92	$7.85
CORD GRIP .375 TO .5 SS WEAVE	EA	2	$56.59	$113.18
EMT CONDUIT 1/2"	FT	130	$0.59	$76.99
EMT CONDUIT 1/2" CONN	EA	22	$1.21	$26.66
EMT CONDUIT 1/2" COUP	EA	9	$1.36	$12.20
EMT CONDUIT 1/2" STRAP	EA	0	$1.36	$0.00
EMT CONDUIT 1/2" CONDULET	EA	2	$13.33	$26.66
EMT CONDUIT 3/4"	FT	105	$1.01	$105.84
EMT CONDUIT 3/4" CONN	EA	28	$2.77	$77.62
EMT CONDUIT 3/4" COUP	EA	7	$2.77	$19.40
EMT CONDUIT 3/4" STRAP	EA	0	$1.67	$0.00
EMT CONDUIT 3/4" LB CONDULET	EA	3	$16.33	$49.00
EMT CONDUIT 1"	FT	20	$1.91	$38.16
EMT CONDUIT 1" CONN	EA	0	$4.02	$0.00
EMT CONDUIT 1" COUP	EA	3	$4.78	$14.33
EMT CONDUIT 1" STRAP	EA	0	$2.20	$0.00
PVC CONDUIT 1" COUP	EA	1	$0.47	$0.47
PVC CONDUIT 1" TA	EA	1	$0.71	$0.71
PVC CONDUIT 3/4"	FT	40	$0.43	$17.28
PVC CONDUIT 3/4" TA	EA	1	$0.54	$0.54
PVC CONDUIT 3/4" COUP	EA	2	$0.31	$0.62
PVC CONDUIT 3/4" 90	EA	1	$1.51	$1.51
PVC CONDUIT 3/4" SCH 80	FT	10	$0.90	$9.00
RIGID STEEL CONDUIT 1/2"	FT	5	$3.58	$17.88
RIGID STEEL CONDUIT 1/2" FORM 7 LB	EA	1	$24.32	$24.32
KO SEAL 1/2"	EA	10	$1.49	$14.90
KO SEAL 3/4"	EA	13	$1.73	$22.46
KO SEAL 2"	EA	1	$6.16	$6.16
RIGID COUPLING 3/4"	EA	4	$7.07	$28.27
RIGID COUPLING 1/2"	EA	4	$5.76	$23.04
LOCKNUT 3/4"	EA	1	$0.32	$0.32
BUSHING INSULATED 3/4"	EA	1	$1.55	$1.55
BUSHING INSULATED 1"	EA	3	$1.55	$4.64
BUSHING REDUCING 3/4 TO 1/2	EA	12	$2.18	$26.21
UNISTRUT	FT	15	$2.86	$42.84
UNISTRUT STAINLESS	FT	10	$7.32	$73.20
STRUT STRAP 1/2"	EA	5	$1.42	$7.08
STRUT STRAP 3/4"	EA	5	$1.72	$8.58
STRUT STRAP 2"	EA	2	$2.23	$4.46
BOX WP 1G	EA	2	$8.41	$16.82
BOX WP 1G BLANK CVR	EA	2	$2.75	$5.50
BOX 4" SQUARE	EA	4	$1.51	$6.05
BOX 4" SQUARE BLANK CVR	EA	2	$0.72	$1.44
BOX 4" SQUARE RAISED CVR	EA	1	$1.98	$1.98
SEALTITE FLEX 1/2"	FT	60	$1.94	$116.64
SEALTITE FLEX 1/2" CONN STR	EA	16	$6.50	$104.06
SEALTITE FLEX 1/2" CONN 90	EA	6	$9.00	$54.00
SEALTITE FLEX 3/4"	FT	5	$2.52	$12.60
SEALTITE FLEX 3/4" CONN STR	EA	2	$8.54	$17.09
SEALTITE FLEX 3/4" CONN 90	EA	0	$12.54	$0.00

DIN RAIL	FT	10	$0.97	$9.70
TERMINAL BLOCK	EA	50	$1.40	$70.20
TB 30 AMP RATED	EA	0	$3.00	$0.00
TB DINRAIL STOP	EA	4	$0.50	$2.00
TB SOLID JUMPER	EA	26	$3.00	$78.00
RECEPTACLE DUPLEX 20A	EA	1	$5.95	$5.95
RELAY SOCKET 5 PIN	EA	2	$10.20	$20.40
COIL 120V	EA	2	$15.84	$31.68
		0	$0.00	$0.00
		0	$0.00	$0.00
Misc anchors, connectors, tape, etc.	LS	1	$79.00	$79.00
		0	$0.00	$0.00
Taurus Power & Controls - Well 3 RIO Panel	LS	1	$7,475.60	$7,475.60
Taurus Power & Controls - T&M Labor	LS	1	$6,578.00	$6,578.00
Taurus Power & Controls - Well 9 Analog Card	LS	1	$1,245.17	$1,245.17
			TOTAL	**$17,932.02**
			ID Tax	**$1,075.92**

TOTAL LABOR	No. of Hours	Labor Rate	Total Labor
Well 2/3 Electrician (Josh Orr / Foreman)	115.50	$75.00	$8,662.50
Well 2/3 Electrician Apprentice (Nick Slavin)	69.50	$50.00	$3,475.00
NE & NW Reservoir (Josh Orr / Foreman)	12.50	$75.00	$937.50
NE & NW Reservoir Apprentice (Dylan Goolsby)	8.00	$50.00	$400.00
Well 9 Electrician (Josh Orr / Foreman)	2.00	$75.00	$150.00
TOTAL HOURS	207.50		

EQUIPMENT	No.Units	Use Units	Unit Costs	TOTAL COST
BOBCAT TRENCHER	1.00	day	200.340	$200.34
				$200.34

SUMMARY	
Total Material	$19,007.94
Total Labor	$13,625.00
Equipment	$200.34
Additional Permit Fees	$344.00
Subtotal	**$33,177.28**
Bonding	**$829.43**
TOTAL PRICE	**$34,006.71**

CHANGE ORDER NO. 1

Pursuant to the

CONSTRUCTION AGREEMENT
SCADA REPLACEMENT PROJECT
(PROJECT NO.: 117-016)
BETWEEN CITY OF MOSCOW, IDAHO
AND SSC ELECTRIC, INC. DBA STROM ELECTRIC

Revised Work as Follows:

This Change Order consists of all the labor, equipment, materials, and incidentals associated with an increase of quantity of system components for the telemetry system connections, including the following:

1. Wells 2 and 3 - Remove all existing panels and junction boxes, connect variable frequency drives to SCADA system for complete control, install remote I/O panel with ether-net cable to eliminate excessive wiring and conduit from Well 2 to SCADA system located in filter building.

2. Wells 6 and 8 - Remove all existing panels and junction boxes, connect variable frequency drives to SCADA system for complete control. Connect SCADA system to the new Well 6 components.

3. Well 9 - Install analog input card to connect the locally displayed submersible motor temperature data and electrical motor starter information to SCADA system.

4. NW and NE Reservoirs - Install altitude valve position limit switches in valve pits and connect to SCADA system.

5. Filter Plant - Replace outdated wiring and controls for the existing chemical feed equipment connection to the SCADA system. Also includes rewiring required between the filter plant control panel and the SCADA system.

Background.

When the SCADA Replacement Project was designed, it included improvements at all the operational points of the system in order to bring a 1994 era system up to date. The existing SCADA system was starting to experience operational problems that were becoming more difficult to correct. Because a properly functioning SCADA system is such a critical part of the City's water system, the project design included all of the components that would supply the equipment replacement and programming to match the existing SCADA function.

In preparation for advertising the project for bidding, a review was performed of the anticipated cost to complete all of the necessary improvements as designed. A determination was made that the bids would likely exceed the available project budget. Therefore, the quantity of components included in the project were reduced to a level anticipated to be within the project budget and that would still provide basic functionality, even though not all components of the system were being replaced. City received one bid, and that project bid came in significantly under the budget, which allows for some of the reduced component quantities to be increased in order to provide a more complete replacement project.

The revised work includes replacing the old wiring that has failing insulation and unusable existing conduits in order to make connections to the SCADA system. Unused or abandoned feeders, components and fixtures also require removal.

Payment.

Payment to do the described work shall be time and materials (T & M) not to exceed the Change Order Amount of $38,977.38, which is necessary for:

> Wells 2, 3, 6, 8 and 9; NW and NE Reservoirs; and Filter Plant Additional Components Connection to SCADA.

Total Amount for this Change Order is not to exceed	$ 38,977.38
Previous Contract Amount	$357,000.00
Revised Contract Amount	**$395,977.38**

Time for Completion.

An additional ninety (90) calendar days will be added to the original contract time specified in the Construction Agreement dated August 31, 2017, as part of this Change Order.

Total Contract Days Added to this Change Order	90
Previous Contract Days	180
Revised Contract Days	**270**

Except as expressly set forth in this Change Order, the Construction Agreement otherwise is unmodified and remains in full force and effect following this Change Order.

IN WITNESS WHEREOF, the Parties have executed this Change Order No. 1 as of the date last signed below.

CONTRACTOR

Strom Electric

____

Lance Styer
Secretary

____

Date

CITY

City of Moscow

____

Les MacDonald
Public Works Director

____

Date