Public Works / Finance Committee

Regular Meeting
~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday July 11, 2022	**3:00 PM**	**Council Chambers 206 E. Third St.**

The Moscow Mayor, City Council and Staff welcome you to today's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Committee meetings are televised, videotaped and/or recorded. Links to view the Committee meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

REGULAR AGENDA

1. **Approval of Public Works/Finance Committee June 27, 2022 Minutes (ACTION ITEM) - Taylor Riedner**
2. **Disbursement Report June 2022 (ACTION ITEM) - Sarah Banks**

   Presentation of the Accounts Payable Report for the month ending June, 2022.

   ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of June 2022.
3. **Third Quarter Financial Report April 1, 2022 to June 30, 2022 for FY2022 (ACTION ITEM) - Sarah Banks**

   Presentation of the financial report for the third quarter of Fiscal Year 2022 (April 1, 2022 to June 30, 2022).

   PROPOSED ACTIONS: Approve the FY2022 Third Quarter Report, or provide staff further direction.
4. **Assignment of Contract-Edington Subdivision (ACTION ITEM) - Cody Riddle**

   In May of 2021, the City entered into an agreement with the developer of Edington Subdivision to contribute to a portion of the project's costs in exchange for off-site frontage improvements along Palouse River Drive, east of the site. A condition of financing from the project lender (U.S. Bank) requires an "Assignment of Contract" from the developer. The attached agreement confirms the City's consent to the contract. It provides the lender with the same rights, privileges, and protections afforded the project developer. However, it does not change the responsibility of the developer to complete frontage improvements along Palouse River Drive, east of the site.

   PROPOSED ACTIONS: Recommend approval of the assignment agreement to City Council; or provide staff with further direction.
5. **Idaho Community Block Grant Agreement - Fire Engine (ACTION ITEM) - Alisa Anderson / Brian Nickerson**

   A funding request was submitted to the Idaho Department of Commerce (IDOC) under the Idaho Community Development Block Grant (ICDBG) Public Facilities program in the fall of 2021 to assist with the purchase of a new fire engine. On April 12, 2022, a letter was received from IDOC stating the City had been awarded $335,000. The City has received an ICDBG Grant Agreement to accept and secure the funding.

PROPOSED ACTIONS: Recommend approval to accept the Idaho Department of Commerce award under the Idaho Community Block Grant program for $335,000 by executing the funding Agreement for ICDBG-22-II-07-PF, or provide staff further direction.

REPORTS

Staff Report (if needed)

ADJOURN

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

Public Works / Finance Committee

Regular Meeting
~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday
June 27, 2022

3:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 3:00 p.m.
PRESENT: Gina Taruscio, Hailey Lewis, Maureen Laflin
OTHERS: Mayor Bettge, Council Member Julia Parker
STAFF: Bill Belknap, Cody Riddle, Mia Bautista, Nate Suhr, Andrew Blanchard, Todd Drage, Renee Tack, David Schott, Demetre Makratzakis, Anthony Hennricks, Alisa Anderson, Taylor Riedner

REGULAR AGENDA

1. **Approval of Public Works/Finance Committee May 23, 2022 Minutes (ACTION ITEM) - Taylor Riedner**

The minutes were approved as presented.

2. **Disbursement Report for May 2022 (ACTION ITEM) - Sarah Banks**

   Staff will present the Accounts Payable Report for the month ending May 2022.

   ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of May 2022.

Tack introduced the item by highlighting major expenses for the previous month, including unleaded gas, Moscow Food Bank ARPA Grant Agreement, DEQ Loan payment, annual PEP distribution, small government enterprise agreement, purchase of 2 new Cub Cadet mowers, South US 95 water/sewer extension payment #2, road painter replacement, and the south lift forcemain replacement payment #4.

Lewis requested a presentation from PEP reporting the use of funds and project overview.

The Committee approved the disbursement report, authorized the use of digital signatures, and placed it on the Council consent agenda.

3. **Milton Arthur Park Playground Pad and Pathway Bid Result and Contract Award (ACTION ITEM) - Todd Drage**

   The 2022 Milton Arthur Pad and Pathway Project entails the completion of earth and concrete site work to facilitate the construction of a new playground. Milton Arthur Park, located on the corner of Granville and Sutton Streets, is currently a field without any park features. In January 2022, the Parks and Recreation Commission (PRC) opened public voting to select a playground from a total of 9 options from potential playground equipment suppliers. The options fitted playground equipment within a 3,200 square foot hexagonal concrete pad. This project provides the construction of the playground pad and a 10-foot-wide, 140-foot-long ADA-compliant concrete pathway, along with the ancillary site work to compliment the concrete infrastructure. The engineer's estimate for the project was $91,760. The project was sent out for bid to the City's concrete contractor distribution list in April 2022, however, no bids were received. Because of limited contractor availability, the City widened the contractor distribution list and separated the scope of the project to allow concrete contractors to simply bid on the concrete portion of the work and excavation contractors to exclude the concrete portion.

   Through this extended solicitation process, the City received 1 bid for $36,750 from Schmidt Projects LLC for the concrete portion of the project and 1 bid for $48,500 from Youmans Excavation Services

LLC for the remaining scope of the work.

PROPOSED ACTIONS: Recommend acceptance of both bids and award the concrete portion of the project to Schmidt Projects LLC for $36,750, award the remaining scope of work for the project to Youmans Excavation Services LLC for $48,500 for a total project amount of $85,250, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount ($8,525), or provide staff further direction.

Blanchard introduced the item as written above and reviewed the layout of the proposed design. There will be a pre-construction meeting with both contractors onsite to review the work to be done. Belknap explained this is contracted work so changes in supply cost should not affect this project. The Committee recommended approval and that it be placed on the Council consent agenda.

4. **Mountain View Restroom Improvements Bid Award - Idaho Community Development Block Grant Project (ACTION ITEM) - Demetre Makratzakis / Alisa Anderson**

The City published an advertisement for bids on May 27, 2022 for the Mountain View Restroom Improvements. The project consists of renovating an existing structure to transform two multi-occupant restroom spaces (Mens/Womens) into four unisex, single-occupant restrooms meeting ADA requirements. One of the restrooms will be heated and insulated in order to remain open year-round. The Engineer's Estimate for the project was $100,602.00. Bid opening for the project took place on June 11, 2022, at which one (1) bid was received. The bid received was in the amount of $135,000.00 and was submitted by Sprenger Construction. A bid tabulation is included in the Committee packet.

PROPOSED ACTIONS: Recommend acceptance of the low bid from Sprenger Construction, award the contract for $135,000.00 and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

Anderson introduced the item by reflecting on the project that started in 2021 and the multiple stages this project has gone through. The Department of Commerce has rolled over a lot of CARES funds that may allow the city to apply for more funding. Makratzakis reviewed the project outline and the 4 unisex spaces that will be installed at the current location. The building will be heated, have access control to monitor when the doors are locked, and one of the stalls will be open year-round and include a baby changing station. The funds that were previously awarded but not yet implemented have been submitted for an extension. The Committee recommended approval and that it be placed on the Council consent agenda.

5. **Children Pedestrian Safety Grant Bid Award (ACTION ITEM) - Alisa Anderson / Nate Suhr**

The City published an advertisement for bids on May 21 and 28, 2022 for the Children Pedestrian Safety Project. The project included work at two sites. The B and Cleveland portion of the project includes removal of existing asphalt surface which will be replaced with soil and grass, the removal and replacement of an asphalt pathway, removal and replacement of a concrete sidewalk and Type A curb, installation of a pedestrian ramp, and the removal and replacement of a drainage structure. The D and Mountain View portion of the project includes storm sewer modifications, the removal and replacement of sidewalks, installation of pedestrian ramps, the removal and replacement of both Type A and Type B curbing, the obliteration and installation of line marking and thermoplastic symbols, adjustment of utilities, removal and replacement of signs, and the removal and replacement of asphalt surface. The Engineers Estimate for the project was $270,492.10. Bid opening for the project took place on June 7, 2022, at which one (1) bid was received. The bid received was in the amount of $278,494.00 and was submitted by M.L Albright. A bid tabulation is included in the Committee Packet.

PROPOSED ACTIONS: Recommend acceptance of the low bid from M.L Albright & Son’s, award the contract for $278.494.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

Suhr introduced the item by reflecting on the safety grant project that started in 2021. Funding over the grant award amount will be supplemented from the Sidewalk Program funds.

Lewis requested that the surrounding residents be contacted regarding the project. Suhr reassured the residents are informed in multiple ways including mail, door hangers, personal visits, press releases and website updates.

The Committee recommended approval and that it be placed on the Council consent agenda.

6. **City of Moscow Bee City USA Affiliate Proposal (ACTION ITEM) - David Schott**

   The City of Moscow is pursuing Bee City USA affiliation. The mission of Bee City USA is to galvanize communities to sustain pollinators responsible for the reproduction of almost 90% of the world's flowering plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides. Because there are more than 3,600 species of native bees in the United States, along with introduced honey bees, we have diverse dietary choices rich in fruits, nuts, and vegetables. Pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local growers.

   PROPOSED ACTIONS: Recommend approval of the draft resolution designating the City of Moscow as a Bee City USA affiliate; or provide staff with further direction.

Schott introduced the item as written above and reviewed Bee City USA's mission and goals. Different locations within the city's parks have been identified as good pollination sites. Commitments the City will make when becoming an affiliate include enhancing pollinator habitats, reducing pesticides, host pollinator awareness events, and publicly acknowledge the Bee City Affiliation. Requirements to become an affiliate include a resolution, and formation of a subcommittee. Fiscal impacts include a $300 annual affiliation fee, entryway signage, and other summit participation and project involvements. Bee City USA encompasses all pollinators including butterflies, moths and honeybees. The Committee recommended approval and that it be placed on the Council consent agenda.

7. **Harvest Park Management Plan Proposal (ACTION ITEM) - David Schott**

   The City of Moscow staff is seeking approval of the draft Harvest Park Management Plan. This unique park is located between Southview Avenue and Indian Hills Drive in the Indian Hills 8th Addition neighborhood. Harvest Park was acquired to be developed as an ‘edible forest’ with food-bearing trees, shrubs, and other flora. The 4.09-acre site was historically an active agricultural wheat field. Because of the unique nature of Harvest Park, a draft management plan was drafted utilizing local knowledge through the creation of the Harvest Park Core Development Team.The purpose of Harvest Park is to provide the community with a public food forest with a strong emphasis on public education and outreach about the benefits and pride in growing food. The vision for Harvest Park is a long-term, dynamic landscape. The unique space is intended to provide educational opportunities and an example to our community of stewardship of a public food forest. This unique space will create a sense of place and community pride for the City of Moscow for generations to come.

   PROPOSED ACTIONS: Recommend approval of the draft Harvest Park Management Plan, or provide staff further direction.

Schott introduced the item as written above. City Council named the park and approved the conceptual plan in September 2019. The Management Plan was developed by the Core Development Team and consists of guiding principals such as education, community outreach, maintenance, equity and stewardship. The Plan also assists with minimizing maintenance burdens on staff, and coordination of volunteers through Friends of Harvest Park. Plan Policies cover harvest limitations, dog restrictions, and pesticide use. The layout of the Park includes 4 management zones with planting rooms that can be adopted by members or community groups. Involvement requirements include donor and volunteer applications and agreements. The Management Plan does not allow any commercial sale of goods from the park. Farmers Market staff perform site visits to confirm sources of goods, therefore, individuals would not be allowed to sell this produce at Markets. Schott reiterated that the goods are first come first serve and the park will be operated on good faith of the public. The Committee recommended approval and placed it on the Council consent agenda.

REPORTS

Cadet Program Proposal Report - Anthony Dahlinger

Dahlinger shared an update regarding the difficulties of hiring new personnel and the reduced number of reserves. There has recently been an increase in college interest in internships and other involvement, which is the root of the cadet program. The city is working with Washington State University's Cadet Program and the University of Idaho's Criminology Department with the hopes of retaining a lot of the students for full-time work. The program may also reduce the amount of training time should an individual decide to enroll full time with the City. The City is working with the U of I to give participating students college credit towards their degree. There is no contractual obligation for anyone enrolled in the program to ultimately work for the City. The City is not putting any money towards the program outside the need for equipment and salary for training which will not over burden the budget.

Staff Report (if needed)

No report needed.

ADJOURN

The meeting adjourned at 3:48pm.

COMMITTEE STAFF REPORT

DATE: Monday, July 11, 2022

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S) / OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report June 2022 (ACTION ITEM) - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending June 30, 2022. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of $2,595,296.46.

Payroll	$1,202,764.00
Professional Services	$50,349.00
Sanitation	$313,685.00
Capital Outlay	$132,647.00
Capital Outlay - Improvements	$153,413.00
ARPA Covid Grants	$307,694.00
Supplies	$117,779.00
Utilities	$74,568.00
Contractual Payments	$52,225.00
ACH Wells Fargo	$58,599.00
Total	**$2,463,723.00**

STAFF RECOMMENDATION

Recommend approval and use of digital signatures to sign the Disbursements Report for the month of June 2022.

PROPOSED ACTIONS

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of June 2022.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report for June 2022
2. Cash & Investments June 2022
3. June 2022 Revenue Report
4. Major Expenditures Report for June 2022

DISBURSEMENTS REPORT FOR JUNE 2022

	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE		6/2/2022	6/9/2022	6/16/2022	6/23/2022	6/30/2022	6/6/2022 6/22/2022 7/5/2022	6/10/2022		6/3/2022	6/17/2022	
BATCH #		AP 6.3.2022	AP 6.10.2022	AP 6.17.2022	AP 6.24.2022	AP 6.30.2022	AP 6.6.2022 AP 6.22.2022 AP 6.25.2022	AP 6.10.2022		ID40-41	ID 42	
CHECK #'s		101797-101847	101848-101925	101926-102006	102007-102063	102064-102128	June's CC ACH's	June's ACH's		21532	21533	
Fund #												
101	GENERAL	10,533.34	32,144.84	56,452.49	227,776.71	102,954.83	27,519.80			344,815.97	358,420.67	**1,160,618.65**
105	STREETS	550.52	20,639.57	3,462.22	1,414.13	950.59	874.55			23,116.14	26,359.51	**77,367.23**
120	RECREATION AND CULTURE	321.44	22,683.94	18,089.43	28,295.37	20,863.91	10,142.32			66,758.31	85,049.75	**252,204.47**
121	MSD COMM. PLAY FIELDS		529.52	682.99	21.46	563.98				3,797.90	4,020.49	**9,616.34**
123	1912 CENTER		10,750.00									**10,750.00**
128	TRANSIT CENTER		139.76	719.17		218.93						**1,077.86**
220	WATER	2,680.65	28,819.52	13,713.75	30,781.74	2,544.91	4,842.12			47,149.16	43,822.39	**174,354.24**
230	SEWER	22,259.64	29,574.95	5,839.33	4,208.77	15,585.32	3,346.13	18,131.38		46,282.91	50,963.44	**196,191.87**
235	STORMWATER	18.61	609.95	226.44	47.38	228.64	275.20			12,199.05	13,140.87	**26,746.14**
240	SANITATION	3,831.94	47.37	517.38	111,689.71	77.26	1,161.81	184,734.17		7,524.78	7,797.58	**317,382.00**
290	FLEET	11,387.83	4,727.54	28,243.51	1,009.74	322.83	1,931.00			11,416.10	11,866.97	**70,905.52**
295	INFORMATION SYSTEMS		4,525.02	3,735.23	389.37	4,591.87	8,505.60			18,720.28	19,542.12	**60,009.49**
320	WATER CAPITAL PROJECTS	17,419.37	18,330.08	13,211.06								**48,960.51**
330	SEWER CAPITAL PROJECTS	46,646.75	91,711.56									**138,358.31**
335	STORWATER CAPITAL PROJECTS					1,519.45						**1,519.45**
340	SANITATION CAPITAL PROJ											**0.00**
350	CAPITAL PROJECTS	173.80	24,214.10	9,665.99	14,208.49	972.00						**49,234.38**
355	LID CONSTRUCTION											**0.00**
380	HAMILTON - PARKS & REC											**0.00**
590	BONDS & INTEREST											**0.00**
	TOTAL	**115,823.89**	**289,447.72**	**154,558.99**	**419,842.87**	**151,394.52**	**58,598.53**	**202,865.55**	**0.00**	**581,780.60**	**620,983.79**	**2,595,296.46**

WIRE Transfers:

______________________ **Maureen Laflin**

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

______________________ **Gina Taruscio**

______________________ **Hailey Lewis**

City of Moscow
Cash and Investments
Balances as of 6/30/2022

Fund		Year to Date Balance
General Fund	$	10,259,412.93
Street Fund	$	2,736,063.14
Culture & Recreation	$	1,641,436.60
MSDCPF	$	213,564.94
1912 Fund	$	60,923.84
Transit Center	$	109,450.76
Water Fund	$	2,730,436.53
Sewer / WRRF	$	3,782,765.78
Stormwater	$	60,642.27
Sanitation Fund	$	3,388,479.10
Fleet Fund	$	5,745,193.13
Information Systems	$	5,089,078.55
Water Capital	$	7,262,351.32
Sewer Capital	$	16,376,077.09
Stormwater Capital	$	429,601.72
Capital Projects	$	6,815,047.92
Sanitation Capital	$	7,061,443.01
LID construction	$	26,694.24
Hamilton	$	1,790,882.49
Bond & Interest	$	950,230.42
LID Funds	$	35,611.11
Payroll Service	$	1,169,756.15
Total Cash & Investments	**$**	**77,735,143.04**

RECEIPTS REPORT FOR JUNE 2022

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	289,744.79	92,293.00	82,929.66	2,881,477.79	140,614.87	6,552.79	51,501.35	44,765.20	0.00	30,736.26	3,620,615.71
105	STREETS	37,977.77	0.00	0.00	0.00	23,882.04	0.00	0.00	1,043.00	0.00	0.00	62,902.81
120	RECREATION AND CULTURE	0.00	0.00	25.00	6,800.00	133,047.64	0.00	0.00	1,285.90	3,824.25	-39.70	144,943.09
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,721.92	0.00	0.00	0.00	0.00	0.00	0.00	5,721.92
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,510.82	0.00	0.00	0.00	0.00	0.00	1,510.82
220	WATER	0.00	0.00	0.00	0.00	524,759.80	0.00	1,750.59	0.00	0.00	0.00	526,510.39
230	SEWER	0.00	0.00	0.00	0.00	632,854.27	0.00	1,262.56	913.46	0.00	0.00	635,030.29
235	STORMWATER	0.00	0.00	0.00	0.00	-22,505.22	0.00	0.00	0.00	0.00	0.00	-22,505.22
240	SANITATION	0.00	0.00	0.00	0.00	502,745.92	0.00	0.00	0.00	0.00	0.00	502,745.92
290	FLEET	0.00	0.00	0.00	0.00	74,761.55	0.00	0.00	0.00	0.00	0.00	74,761.55
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	118,153.00	0.00	0.00	0.00	0.00	0.00	118,153.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	50.00
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	3,527.48	0.00	0.00	0.00	3,527.48
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	936.47	0.00	0.00	0.00	936.47
590	BOND & INTEREST	46,082.51	0.00	0.00	0.00	0.00	0.00	281.10	0.00	0.00	0.00	46,363.61
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	**373,805.07**	**92,293.00**	**82,954.66**	**2,893,999.71**	**2,129,824.69**	**6,552.79**	**59,259.55**	**48,057.56**	**3,824.25**	**30,696.56**	**5,721,267.84**

Major Expenditures for June 2022

Professional Service

Financial Consulting Solutions Group	$ 3,016.75
Sanitation Rate Study	
Public Health Disctrict 2	$ 7,333.00
Public Health Environmental Service Inspections FY2022	
Evcar, Inc.	$ 5,573.33
Janitorial services for multiple City locations	
Alta Science and Engineering, Inc.	$ 8,601.30
PBAC alternative water supply project	
Joe Casey Doyle	$ 3,000.00
ITC sculpture garden artwork comission 1st payment	
Gail Cochran	$ 3,250.00
Phillips Farm Nature Camp Session 1 June 13 - June 17 2022	
Phillip R. Stradley	$ 3,422.12
HLAC Amenities pump repair	
Mundy's Machine and Welding	$ 3,224.90
Effluent middle drop box for sampling	
Gail Cochran	$ 3,250.00
Phillips Farm Nature Camp Session 2 June 20 - June 24 2022	
Ziply Fiber	$ 5,002.23
PRI phone lines and long distance 6/19/22 - 7/18/22	
Phil McMurray	$ 4,675.00
K-9 Slab	
	$ 50,348.63

Supplies

Auto Body Super Center	$ 6,607.00
Paint bed on #1-16 (WRRF)	
John Deere Financial	$ 3,019.01
Gearbox replacement on #7-27 (Parks)	
Phillip R. Stradley	$ 14,256.04
Danfoss Drives mixed liquor and WAS drive	
Salt Lake Wholesale Sports	$ 12,045.00
9mm practice ammunition	
Thatcher Company of Montana	$ 8,378.19
Aluminum Sulfate	
Totem Pacific Corp	$ 2,701.76
Salt for the MIOX unit @ Well #10	
USABluebook	$ 3,105.65
cl17 analyzer for Well #10	
Vision Business Products	$ 3,387.40
Server rack UPS Replacement Battery	
CHS, Inc.	$ 18,096.00
Diesel fuel (4000 gals @ $4.524/each)	
Food Services of America, Inc.	$ 3,051.21
HLAC food for concessions	
Oxarc, Inc.	$ 5,228.30
Chlorine and SO2	
Titan Truck Equpment and Accessories	$ 4,457.97
Front bumper for new vehicle #5-43 (Fire)	
Vision Business Products	$ 3,387.40
Server rack UPS Replacement Battery	
W.M. Smith and Associates, Inc.	$ 8,352.00
HLAC chlorine	
J & H Printing, Inc.	$ 5,105.13
Artwak flyers, passport & title card printing	
Mallory Safety & Supply	$ 4,803.38
Gear racks for Station 1	
Oxarc, Inc.	$ 8,250.40
Chlorine and SO2	
Stoneway Electric Supply	$ 3,547.06
Tapered steel pole	
	$ 117,778.90

Sanitation

Finley Buttes Landfill	$ 110,819.71
Garbage	
Latah Sanitation (ACH Payment)	$ 202,865.55
	$ 313,685.26

ARPA Covid-19 Recovery Grants

Julia E. Rinard	$ 10,158.00
ARPA Small Business Recovery Grant Agreement 2022-083	
Café Artista, Inc.	$ 15,000.00
ARPA Small Business Recovery Grant Agreement 2022-084	
Family Promise of the Palouse	$ 25,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-091	
Festival Dance Academy and Performing Arts Association	$ 6,115.00
ARPA Non-Profit Recovery Grant Agreement 2022-087	
Friendly Neighbors Senior Citizens	$ 8,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-089	
Jeri Callies	$ 9,752.00
ARPA Non-Profit Recovery Grant Agreement 2022-095	
Kenworthy Performing Arts Centre	$ 25,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-097	
Latah Alliance on Mental Illness	$ 17,700.00
ARPA Non-Profit Recovery Grant Agreement 2022-086	
Latah Recovery Community Center, Inc.	$ 25,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-092	
Loves Kombucha, LLC	$ 10,364.00
ARPA Non-Profit Recovery Grant Agreement 2022-093	
Moscow Contemporary, Inc.	$ 25,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-090	
Palouse Care Network, Inc.	$ 8,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-096	
Palouse Prairie Charter School	$ 7,605.00
ARPA Non-Profit Recovery Grant Agreement 2022-094	
Palouse-Clearwater Environmental	$ 25,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-088	
The Moscow Brewing Company	$ 15,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-085	
Food Not Bombs Free Skool	$ 25,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-102	
Moscow Day School, Inc.	$ 25,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-101	
Sojourner's Alliance, Inc.	$ 25,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-100	
	$ 307,694.00

Utilities

Avista Utilities	$ 74,567.90
May 2022	
	$ 74,567.90

Payroll

Payroll	**$ 1,202,764.39**

Contractual Payments

Heart of the Arts	$ 10,750.00
Humane Society	$ 4,434.67
Moscow Volunteer Fire Department	$ 1,750.00
Infosend, Inc.	$ 3,452.38
Regional Public Transportation, Inc.	$ 31,837.50
	$ 52,224.55

ACH Wells Fargo

Commercial Card Expense - May 27th	$ 13,107.35
Commercial Card Expense - June 4th	$ 14,114.88
Commercial Card Expense - June 10th	$ 13,101.56
Commercial Card Expense - June 17th	$ 8,430.49
Commercial Card Expense - June 25th	$ 9,844.25
	$ 58,598.53

Capital Outlay- Improvements

Welch-Comer Engineers	$ 17,200.00
Well House 6 rebid, re-design	
M.L. Albright & Sons, Inc.	$ 110,041.64
South US 95 Pay App 3	
HMH Engineering	$ 11,034.39
Public Ave. Progress Report 6 KN 22402	
Idaho Trasportation Department	$ 7,879.00
TAP Grant S. Main Underpass SLA	
Energy Lock, LLC	$ 7,257.75
Fire Station shop fire engine enclosure spray foam	
	$ 153,412.78

Capital Outlay

Concrete Conservation, LLC	$ 46,646.75
Manhole Lining Rehabilitation 2022	
W.M. Smith and Associates, Inc.	$ 5,300.71
HLAC Play structure	
Gropp, LLC	$ 8,919.20
West Pullman Rd. light pole. ICRMP already paid us fo this.	
J-U-B Engineers, Inc.	$ 13,132.66
Booster Stations Phase II. Bid and construction management	
Aspect Consulting, LLC	$ 8,844.00
Paradise Creek Flood Hazard Mitigation Study	
Consolidated Supply Co.	$ 29,939.41
Meter boxes for the Woodbury addition	
Phillip R. Stradley	$ 19,864.49
HLAC pump replacements	
	$ 132,647.22

Major Expenditures $ 2,463,722.16 95% of the total expenditures of $2,595,296.46

Large Expenditures

Family Promise of the Palouse	$ 25,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-091	
Kenworthy Performing Arts Centre	$ 25,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-097	
Latah Recovery Community Center, Inc.	$ 25,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-092	
Moscow Contemporary, Inc.	$ 25,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-090	
Palouse-Clearwater Environmental	$ 25,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-088	
Food Not Bombs Free Skool	$ 25,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-102	
Moscow Day School, Inc.	$ 25,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-101	
Sojourner's Alliance, Inc.	$ 25,000.00
ARPA Non-Profit Recovery Grant Agreement 2022-100	
Regional Public Transportation, Inc.	$ 31,837.50
Quarter 3 Smart Transit Pledge FY2022	
M.L. Albright & Sons, Inc.	$ 110,041.64
South US 95 Pay App 3	
Concrete Conservation, LLC	$ 46,646.75
Manhole Lining Rehabilitation 2022	
Consolidated Supply Co.	$ 29,939.41
Meter boxes for the Woodbury addition	
Total:	**$ 418,465.30**

COMMITTEE STAFF REPORT

DATE: Monday, July 11, 2022

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S) | OTHER RESOURCES

AGENDA ITEM TITLE

Third Quarter Financial Report April 1, 2022 to June 30, 2022 for FY2022 (ACTION ITEM) - Sarah Banks

DESCRIPTION

Presentation the financial report for the third quarter of Fiscal Year 2022 (April 1, 2022 to June 30, 2022).

STAFF RECOMMENDATION

Recommend approval and use of digital signatures to sign the third quarter of Fiscal Year 2022 (April 1, 2022 to June 30, 2022).

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the FY2022 Third Quarter Report, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 3rd Quarter Financial Statements 2022

City of Moscow

QUARTERLY FINANCIAL REPORT

Budget For Fiscal Year Ending 9/30/2022

SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

Fund	Original Budget	Final Budget	June-22 YTD	Percent of Year 75% Budget to Actual To Date
General Fund Revenues	18,625,348	18,625,348	16,200,842	86.98%
Salaries & Benefits	9,969,486	9,969,486	6,381,025	64.01%
Operations	4,183,651	4,183,651	2,910,342	69.56%
Capital Outlay	20,705	20,705	25,945	125.31%
Transfers	4,451,506	4,451,506	3,542,197	79.57%
Total General Fund Expenditures	18,625,348	18,625,348	12,859,509	69.04%
Street Department Revenues	3,453,593	3,453,593	2,158,488	62.50%
Salaries & Benefits	936,062	936,062	479,704	51.25%
Operations	1,299,881	1,299,881	637,793	49.07%
Capital Outlay	0	0	0	0.00%
Transfers	1,217,650	1,217,650	951,841	78.17%
Total Street Fund Expenditures	3,453,593	3,453,593	2,069,338	59.92%
Recreation & Culture Revenues	3,483,123	3,483,123	2,483,128	71.29%
Salaries & Benefits	2,077,936	2,077,936	1,080,238	51.99%
Operations	1,362,212	1,362,212	709,832	52.11%
Capital Outlay	29,300	29,300	9,985	34.08%
Debt Service	0	0	0	0.00%
Transfers	13,675	13,675	13,675	100.00%
Total Parks & Rec Expenditures	3,483,123	3,483,123	1,813,731	52.07%
MSD Community Playfields Revenues	157,331	157,331	106,393	67.62%
Salaries & Benefits	75,414	75,414	43,528	57.72%
Operations	77,906	77,906	25,002	32.09%
Transfers	4,011	4,011	4,011	100.00%
Total MSD Community Playfields	157,331	157,331	72,540	46.11%
1912 Center Revenues	156,700	156,700	104,418	66.64%
Operations	140,100	140,100	99,409	70.96%
Capital Outlay	16,600	16,600	0	0.00%
Total 1912 Center Expenditures	156,700	156,700	99,409	63.44%
Transit Center Revenues	30,946	30,946	32,365	104.58%
Operations	30,946	30,946	19,451	62.85%
Total Transit Center Fund	30,946	30,946	19,451	62.85%
Water Fund Revenues	7,198,234	7,198,234	4,468,572	62.08%
Salaries & Benefits	1,400,363	1,400,363	868,268	62.00%
Operations	2,230,890	2,230,890	978,646	43.87%
Capital Outlay	202,000	202,000	130,708	64.71%
Debt Service	268,222	268,222	231,549	86.33%
Transfers	3,096,759	3,096,759	2,363,202	76.31%
Total Water Fund Expenditures	7,198,234	7,198,234	4,572,373	63.52%
Sewer Fund Revenues	8,887,421	8,887,421	6,447,951	72.55%
Salaries & Benefits	1,331,675	1,331,675	857,283	64.38%
Operations	2,235,350	2,235,350	1,346,782	60.25%

Capital Outlay	168,000	168,000	73,328	43.65%
Debt Service	1,105,738	1,105,738	1,061,391	95.99%
Transfers	4,046,658	4,046,658	3,063,576	75.71%
Total Sewer Fund Expenditures	8,887,421	8,887,421	6,402,359	72.04%
Stormwater Fund Revenues	1,251,924	1,251,924	872,213	69.67%
Salaries & Benefits	444,500	444,500	173,423	39.02%
Operations	300,948	300,948	45,898	15.25%
Capital Outlay	25,000	25,000	10,423	41.69%
Debt Service	0	0	0	0.00%
Transfers	481,476	481,476	430,626	89.44%
Total Sewer Fund Expenditures	1,251,924	1,251,924	660,370	52.75%
Sanitation Fund Revenues	6,434,992	6,434,992	4,759,544	73.96%
Salaries & Benefits	192,284	192,284	135,435	70.43%
Operations	4,794,678	4,794,678	3,060,577	63.83%
Capital Outlay	0	0	0	0.00%
Transfers	1,448,030	1,448,030	1,086,026	75.00%
Total Sanitation Fund	6,434,992	6,434,992	4,282,038	66.54%
Fleet Management Revenues	4,283,466	4,283,466	2,342,379	54.68%
Salaries & Benefits	315,514	315,514	209,090	66.27%
Operations	2,878,452	2,878,452	344,539	11.97%
Capital Outlay	1,086,000	1,086,000	604,769	55.69%
Debt Service	3,500	3,500	0	0.00%
Transfers	0	0	0	0.00%
Total Fleet Management Expenditures	4,283,466	4,283,466	1,158,398	27.04%
Information Systems	3,936,689	3,936,689	1,561,520	39.67%
Salaries & Benefits	562,192	562,192	281,142	50.01%
Operations	1,707,230	1,707,230	511,665	29.97%
Capital Outlay	1,663,267	1,663,267	148,549	8.93%
Transfers	4,000	4,000	4,000	100.00%
Total Information Systems Expenditures	3,936,689	3,936,689	945,356	24.01%
Revenue for Miscellaneous Funds				
Water Construction Fund	11,703,861	11,703,861	1,731,108	14.79%
Sewer Construction Fund	16,339,858	16,339,858	1,653,126	10.12%
Stormwater Capital Fund	74,400	74,400	455,800	612.63%
Sanitation Construciton Fund	7,237,293	7,237,293	294,528	4.07%
Capital Projects Fund	7,733,551	7,733,551	2,630,158	34.01%
LID Construction Fund	28,840	28,840	95	0.33%
Hamilton P & R	318,443	318,443	2,870	0.90%
Bond & Interest Debt Service Fund	1,048,000	1,048,000	700,346	66.83%
LID Bonded Debt Service Fund	31,343	31,343	0	0.00%
Total Miscellaneous Fund Revenue	44,515,589	44,515,589	7,468,031	16.78%
Expenses for Miscellaneous Funds				
Water Construction Fund	11,703,861	11,703,861	257,702	2.20%
Sewer Construction Fund	16,339,858	16,339,858	379,965	2.33%
Stormwater Capital Fund	74,400	74,400	26,198	35.21%
Sanitation Construction Fund	7,237,293	7,237,293	0	0.00%
Capital Projects Fund	7,733,551	7,733,551	1,061,183	13.72%
LID Construction Fund	28,840	28,840	0	0.00%
Hamilton P & R	318,443	318,443	310,445	97.49%
Bond & Interest Debt Service Fund	1,048,000	1,048,000	141,450	13.50%
LID Bonded Debt Service Fund	31,343	31,343	0	0.00%
Total Miscellaneous Fund Expenses	44,515,589	44,515,589	2,176,943	4.89%
Total City Revenue (1)	102,415,356	102,415,356	49,005,843	47.85%
Total City Expenses	102,415,356	102,415,356	37,131,815	36.26%

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

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

COMMITTEE STAFF REPORT

DATE: Monday, July 11, 2022

RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

None

AGENDA ITEM TITLE

Assignment of Contract-Edington Subdivision (ACTION ITEM) - Cody Riddle

DESCRIPTION

In May of 2021, the City entered into an agreement with the developer of Edington Subdivision to contribute to a portion of the project's costs in exchange for off-site frontage improvements along Palouse River Drive, east of the site. A condition of financing from the project lender (U.S. Bank) requires an "Assignment of Contract" from the developer. The attached agreement confirms the City's consent to the contract. It provides the lender with the same rights, privileges, and protections afforded the project developer. However, it does not change the responsibility of the developer to complete frontage improvements along Palouse River Drive, east of the site.

STAFF RECOMMENDATION

Recommend approval of the assignment agreement to City Council.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the assignment agreement to City Council; or take other action as deemed appropriate.

FISCAL IMPACT

None

PERSONNEL IMPACT

None

ATTACHMENTS

1. Assignment of Contract 7-2022
2. Original MOA with City

ASSIGNMENT OF CONTRACT

This ASSIGNMENT OF CONTRACT ("**Assignment**") is made as of June 28, 2022, by BBC, LLC, an Idaho limited liability company ("**Borrower**"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (together with its successors and/or assigns, "**Bank**").

RECITALS

A. Pursuant to the terms of that certain Construction Loan Agreement dated on or about the date hereof by and between Borrower and Bank (the "**Loan Agreement**"), Bank has agreed to loan to Borrower the aggregate maximum principal sum of $6,000,000 (the "**Loan**") for the purposes specified in the Loan Agreement, which purposes include financing the costs of construction of certain improvements ("**Improvements**") to the Land (as defined in the Loan Agreement) described in Plans relating to certain real property as legally described in the Security Instrument(s) (the "**Real Property**" together with the Improvements, the "**Property**"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Loan Agreement.

B. The Loan Agreement provides that the Loan will be evidenced by two written promissory notes executed by Borrower payable to Bank as follows: (1) Promissory Note in the maximum principal amount of Five Million Six Hundred Thousand and 00/100 Dollars ($5,600,000.00) and (2) Promissory Note in the maximum principal amount of Four Hundred Thousand and 00/100 Dollars ($400,000.00) (individually and collectively, as the context may require, the **"Note"**) and shall be secured by one or more deeds of trust and other security instruments, if any, specified in the Loan Agreement (the term **"Loan Documents"**, wherever appearing herein, shall be deemed to mean and refer, collectively, to the Note, the Security Instrument(s), and to the other documents identified as **"Loan Documents"** in the Loan Agreement).

C. Prior to entering into the Loan Agreement, Borrower entered into that certain Memorandum of Agreement with the City of Moscow, Idaho (the "**City**") dated May 25, 2021 concerning the sharing of certain costs and responsibilities regarding the development of the infrastructure serving the Land and the surrounding area, as described therein (the "**Contract**"). A true and correct copy of the Contract is attached hereto as **Exhibit A** and by this reference incorporated herein.

D. As a condition to making the Loan, Bank requires Borrower to execute this Assignment and deliver it to Bank.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment of Plans, Contracts and Entitlements**. As additional security for the Loan, Borrower hereby assigns, transfers and pledges to Bank all of its rights, powers, privileges, claims and causes of action, and all of its right, title and interest in and to and proceeds from the Contract. Notwithstanding the foregoing, the Bank is not assuming any of the duties, obligations, or liabilities provided in or arising from the Contract.

2. **License**. Provided no default exists under any of the Loan Documents, Borrower shall have a license to utilize the Contract in accordance with the terms thereof. If a default under any of the Loan Documents shall have occurred and be continuing, Borrower's license specified in the immediately preceding sentence shall cease and terminate without the execution of any further instrument or document or the taking of any other act on the part of Bank, and in such event, Bank shall be entitled to utilize the Contract in Borrower's place and stead, in the name of Borrower or otherwise.

3. **Bank Authorized to Demand Performance**. Upon the occurrence of a default under any of the Loan Documents, Borrower hereby authorizes Bank, and for this purpose irrevocably constitutes and appoints Bank as its attorney-in-fact, coupled with an interest, to use the Contract for further development and construction on the Property, to demand, receive and enforce Borrower's rights under the Contract, to make payments and give appropriate receipts, releases and satisfactions under such Contract, and to perform any and all acts with respect to the Contract that Bank deems necessary or desirable, all on behalf of and in the name of Borrower, or at Bank's option in Bank's own name, with the same force and effect as if performed by Borrower. Upon obtaining the City's prior written consent which consent shall not be unreasonably withheld, Bank may also reassign its rights hereunder to another person designated by Bank, which person shall have the same rights to utilize and enforce the rights of Bank under the Contract. Bank shall have and possess, without limitation, any and all rights and remedies of a secured party under the UCC in effect in the state in which the Property is located or as otherwise provided by the laws of such state.

4. **Bank Not Liable**. Neither this Assignment nor any action or inaction on the part of Bank shall constitute an assumption on the part of Bank of any duty or obligation with respect to the Contract, nor shall Bank have any duty or obligation to make any payment to be made by Borrower under the Contract, or to present or file any claim, or to take any other action to collect or enforce the payment of any amounts or the performance of any obligations which have been assigned to Bank or to which it may be entitled hereunder at any time or times. No action or inaction on the part of Bank shall adversely affect or limit in any way the rights of Bank hereunder or under the Contract, and Bank shall not incur any liability on account of any action

taken or not taken by it or on its behalf in connection with the Contract, regardless of whether the same shall prove to be improper, inadequate or invalid, in whole or in part.

5. **Security**. This Assignment is for security purposes only and is made to secure payment of all amounts, and the performance of each and every obligation of Borrower, under the Loan Documents and under any other instrument executed by Borrower with respect to the Property.

6. **Borrower's Representations and Warranties**. Borrower represents and warrants to Bank:

6.1 There have been no prior assignments of Borrower's interest in the Contract;

6.2 Borrower has full power, authority and right to assign its right, title and interest in and to the Contract to Bank and, with respect to the assignment of each element of the Contract, either: (i) Borrower has obtained and delivered to Bank a consent to such assignment in a form and content satisfactory to Bank, or (ii) no consents or approvals of any persons or entities under such Contract are necessary for Borrower to validly execute and deliver this Assignment and perform its obligations hereunder ; and

6.3 Each element of the Contract constitutes the valid and binding agreement, obligation or right of the parties thereto, as applicable, enforceable by and against such parties in accordance with its terms, and neither Borrower nor, to the best of Borrower's knowledge following diligent investigation, any other party to such Contract is in default under the terms of such Contract, except for any defaults previously disclosed by Borrower to Bank in writing.

7. **No Modification or Further Assignment**. Without Bank's prior written consent, which consent may be withheld in Bank's sole and absolute discretion, Borrower shall not: (i) make any material amendments or modifications to the Contract, or (ii) assign, pledge, mortgage or otherwise transfer or encumber any of its right, title or interest in or to any of the Contract while any of Borrower's obligations under the Loan Documents remain outstanding. Notwithstanding the forgoing, this Assignment does not modify any of the terms of the Contract.

8. **Indemnity**. Borrower will indemnify and hold Bank harmless from and against any and all claims, demands, liabilities, losses, lawsuits, judgments, damages, costs and expenses, including, without limitation, attorneys' fees and costs (whether or not in litigation, on appeal or in bankruptcy court, including adversarial proceedings and appeals of any bankruptcy order), to which Bank may become exposed or which Bank may incur in exercising any of its rights under this Assignment or the Contract.

9. **Successors and Assigns.** Subject to the provisions of Section 7 hereof, this Assignment is binding upon and shall inure to the benefit of the legal representatives, successors and assigns of Borrower, Bank and any Banks now or hereafter participating in the Loan. Bank may freely assign its rights hereunder to any other person or entity without the consent of Borrower. Notwithstanding the forgoing, Bank may not assign this Assignment to any other person or entity without the prior written consent of the City, which consent shall not be unreasonably withheld.

10. **Reliance by Other Parties**. This Assignment shall be conclusive evidence of Bank's rights hereunder and may be relied upon by any architect, engineer, construction contractor or subcontractor, supplier of materials or labor, or other party to any of the Contract.

11. **Severability**. If any term or provision of this Assignment is finally adjudicated to be illegal, invalid or unenforceable, in whole or in part, it will be deemed deleted to that extent, and all other terms and provisions of this Assignment will remain in full force and effect.

12. **Notices**. All notices hereunder shall be given and effective in accordance with the terms of the Loan Agreement.

13. **Governing Law**. This Assignment shall be governed by the law of the state in which the Land is located without regard to that state's choice of law rules.

14. **Further Assurances**. Borrower, at its sole cost and expense, shall execute and deliver all such instruments and take all such action as Bank, from time to time, may reasonably request in order to obtain the full benefits of this Assignment and of the rights and powers herein created and to maintain and perfect the security interest granted in this Assignment.

15. **Statute of Frauds.**

NOTICE: PURSUANT TO I.C. SECTION 9-505(5): A PROMISE OR COMMITMENT TO LEND MONEY OR TO GRANT OR EXTEND CREDIT IN AN ORIGINAL PRINCIPAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000) OR MORE, MADE BY A PERSON OR ENTITY ENGAGED IN THE BUSINESS OF LENDING MONEY OR EXTENDING CREDIT, OR SOME NOTE OR MEMORANDUM THEREOF, MUST BE IN WRITING AND SUBSCRIBED BY THE PERSON OR ENTITY MAKING THE PROMISE OR COMMITMENT OR THE AGENT OF THE PERSON OR ENTITY, OR THE AGREEMENT IS INVALID.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has duly executed this Assignment as of the date first written above.

BORROWER:

BBC, LLC, an Idaho limited liability company

By: ________________________________
Andrew P. Crapuchettes, Managing Member

STATE OF IDAHO)
)
COUNTY OF __________________)

This instrument was acknowledged before me on June ____, 2022, by Andrew P. Crapuchettes, the sole member of BBC, LLC, an Idaho limited liability company.

____
Notary Public, State of Idaho
Printed Name:_______________________________
My Commission Expires:________________

CONSENT TO ASSIGNMENT OF CONTRACT

The undersigned hereby consents to the terms of the foregoing ASSIGNMENT OF CONTRACT made as of June 28, 2022, by BBC, LLC, an Idaho limited liability company ("**Borrower**"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (together with its successors and/or assigns, "**Bank**").

CITY OF MOSCOW, IDAHO:

By: ____________________________
ARTHUR D. BETTGE, Mayor
Date: __________________________

ATTEST:

____
Laurie M. Hopkins, City Clerk

APPROVED AS TO FORM:

____
Mia Bautista, City Attorney

EXHIBIT A

CONTRACT

NO. 615349
AT THE REQUEST OF
CITY OF MOSCOW
DATE & HOUR
5-26-2021 10:30
HENRIANNE K. WESTBERG
LATAH COUNTY RECORDER
FEE $ 0 BY

MEMORANDUM OF AGREEMENT BETWEEN BBC LLC AND CITY OF MOSCOW, IDAHO

THIS MEMORANDUM OF AGREEMENT BETWEEN BBC LLC AND CITY OF MOSCOW, IDAHO ("MOA") is entered into effective the date of the last signature, by and between City of Moscow, Idaho a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 ("CITY") and BBC LLC, a limited liability company of Idaho, PO Box 8525, 4930 Lenville Road, Moscow, Idaho 83843 ("BBC LLC").

WITNESSETH

WHEREAS, CITY's Hamilton Dream Team identified the need for additional athletic playfields in the community and in 2002, the City purchased a 44-acre property specifically for the development of playfields, known as the West Palouse River Drive Ball Fields Project; and

WHEREAS, in 2011, the cost to develop the playfields project and the infrastructure surrounding the playfields was estimated to be over $7.5 million, which included extending Conestoga Street, widening West Palouse River Drive, adding an irrigation system utilizing effluent from CITY's Water Reclamation and Reuse Facility, and the cost to develop the playfields, the City Council determined that the project was cost prohibitive at that time; and

WHEREAS, in 2016 the Moscow School District Community Playfields (located at Joseph Street and Mountain view Road) were opened as a joint project of the CITY and Moscow School District; and

WHEREAS, CITY retained the Palouse River Drive property for future playfield development; and

WHEREAS, CITY received a request from BBC LLC requesting financial participation with a proposed extension of Conestoga Street and the accompanying bridge construction, which would provide public access to CITY's 44-acre West Palouse River Drive property as well as to property owned by BBC LLC; and

WHEREAS, CITY has identified a major challenge area in its strategic plan to address a shortage of affordable housing opportunities within city limits and wishes to encourage BBC LLC to provide housing that would help address the current housing shortage and need for affordable housing; and

WHEREAS, City Council has previously recognized its obligation to extend Conestoga Street through its 44-acre West Palouse River Drive Ball Fields property, and the roadway extension and the resulting access and utility extension to the City's property is a fundamental element needed for the future development of the playfield facilities.

NOW THEREFORE, for and in consideration of the mutual covenants and representations set forth in this MOA, CITY and BBC LLC agree as follows:

SECTION 1: COOPERATION

BBC LLC enters into this Agreement of BBC LLC's own free will and accord, without coercion, without inducement, and at BBC LLC's request. CITY has not made any promises to BBC LLC other than the terms as detailed in this MOA. CITY and BBC LLC are jointly committed to the public improvements identified herein.

SECTION 2: CITY RESPONSIBILITIES

1. CITY agrees to contribute toward the construction of the extension of Conestoga Street to extend from Palouse River Drive to the southern property boundary of the City's playfield property, see Attachment 'A', as follows:
   a. CITY shall reimburse no more than fifty percent (50%) of the actual cost of construction of the Conestoga Street extension improvements, which shall not exceed a total amount of One Million Seventy-Eight Thousand Two Hundred and Ten Dollars ($1,078,210) unless otherwise approved by CITY in writing.
   b. Subject to the amounts and limitations contained in paragraph a. of this section, CITY's contribution will only be utilized to reimburse BBC LLC for the following:
      - bridge construction
      - roadway construction
      - curbing
      - sidewalk on the east side
      - 10' wide asphalt pedestrian pathway on the west side
      - water mains
      - water hydrants
      - sewer mains
      - sewer manholes
      - stormwater catch basins
      - stormwater mains
2. CITY's contribution for the Conestoga Street extension improvements shall not be disbursed until completion of the Conestoga Street extension, bridge, and improvements to West Palouse River Drive and acceptance of said improvements by CITY.

SECTION 3: BBC LLC RESPONSIBILITIES

1. BBC LLC agrees to construct, at BBC LLC's expense, the frontage improvements to the south side of West Palouse River Drive to include installation of curbing, sidewalk and roadway widening to improve West Palouse River Drive to thirty-four (34) feet in width from the intersection with Conestoga Street and continuously extending to US 95/South Main Street.
2. BBC LLC agrees to furnish to CITY, at BBC LLC's expense, engineering design plans (for the public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction.
3. BBC LLC agrees that BBC LLC shall construct the public improvements described in Section 3 of this Agreement, by December 31, 2022.

4. All public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such public improvements (i.e., warranty period).
5. BBC LLC shall be responsible, at its sole expense, for correcting any and all deficiencies which occur within the one (1) year warranty period.

SECTION 4: TERM

This MOA shall take effect when both parties have signed it and shall remain in full force and effect in accordance with all of its terms and conditions as stated herein.

SECTION 5: GENERAL PROVISIONS

1. Indemnification. BBC LLC agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgements for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by BBC LLC, BBC LLC's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree..

2. Insurance. BBC LLC shall not commence work until proof of insurance is provided that is sufficient for the work to be completed under this Agreement. Each policy and/or certificate of insurance shall list CITY as an additional insured and shall have a provision on the policy that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to CITY and not less than fifteen (15) days prior to such action.

3. Entire Agreement, Modification and Assignability. This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. BBC LLC may not subcontract or assign its rights or duties arising hereunder, other than as provided herein, without the prior written consent and express authorization of CITY.

4. No Joint Venture and No Joint Powers Agreement. Nothing contained in this MOA shall be in any way construed as creating, expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship or in any manner have agreed to or

are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this MOA.

5. No Employer-Employee or Agency Relationship. The Parties warrant by their signatures that no employer-employee or agency relationship is established between BBC LLC and CITY by the terms of this Agreement.

6. Interpretation. This MOA shall be deemed and construed to have been prepared mutually by each Party and any uncertainty or ambiguity existing therein shall not be construed against any Party.

7. Compliance with Laws. BBC LLC shall observe and comply with all Federal, State, and Local laws, codes, ordinances, and regulations, including all licensing and permit requirements which, in any manner, apply to the work being performed under this agreement. No pleas of misunderstanding or ignorance on the part of the BBC LLC will in any way serve to modify the provisions of this requirement.

8. Jurisdiction and Venue. This MOA shall be construed under and governed by the laws of the State of Idaho. In event of litigation concerning this MOU, venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

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

10. Notice. All communication or notification to be given pursuant to this MOA shall be given to the following:

Notice to BBC LLC:
Richard C. Beebe, Jr., Manager
PO Box 8525
4930 Lenville Road
Moscow, ID 83843

Notice to CITY:
Moscow City Supervisor
PO Box 9203
206 East Third Street
Moscow, ID 83843-1703

11. Complete Agreement. This MOA constitutes the entire expression of intent and agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.

12. Amendments. The terms of this MOA may be amended by mutual agreement of the Parties. The Party seeking an amendment shall submit a written request for amendment to the other Party. The request shall clearly describe the proposed change and why the change is necessary. The responding Party shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within sixty (60) days from receipt of the request. The responding Party may approve, deny, or suggest modifications to the

amendment. Any amendment shall be in writing, shall refer specifically to this MOA, and shall be executed by both Parties.

IN WITNESS WHEREOF, BBC LLC and CITY, by and through their respective officials designated below, have signed this MOA on the date following their respective signatures.

BBC LLC	**CITY OF MOSCOW**
Richard C. Beebe, Jr. Manager	Bill Lambert Mayor
5/24/21 Date	05/25/2021 Date

CITY OF MOSCOW INCORPORATED JULY 12 1887 STATE OF IDAHO

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this 24th day of May, 2021, before me, a Notary Public in and for said State, appeared Richard C. Beebe, Jr., known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative of BBC LLC.

COREY O'BRIEN NOTARY PUBLIC Comm No. 20191848 STATE OF IDAHO

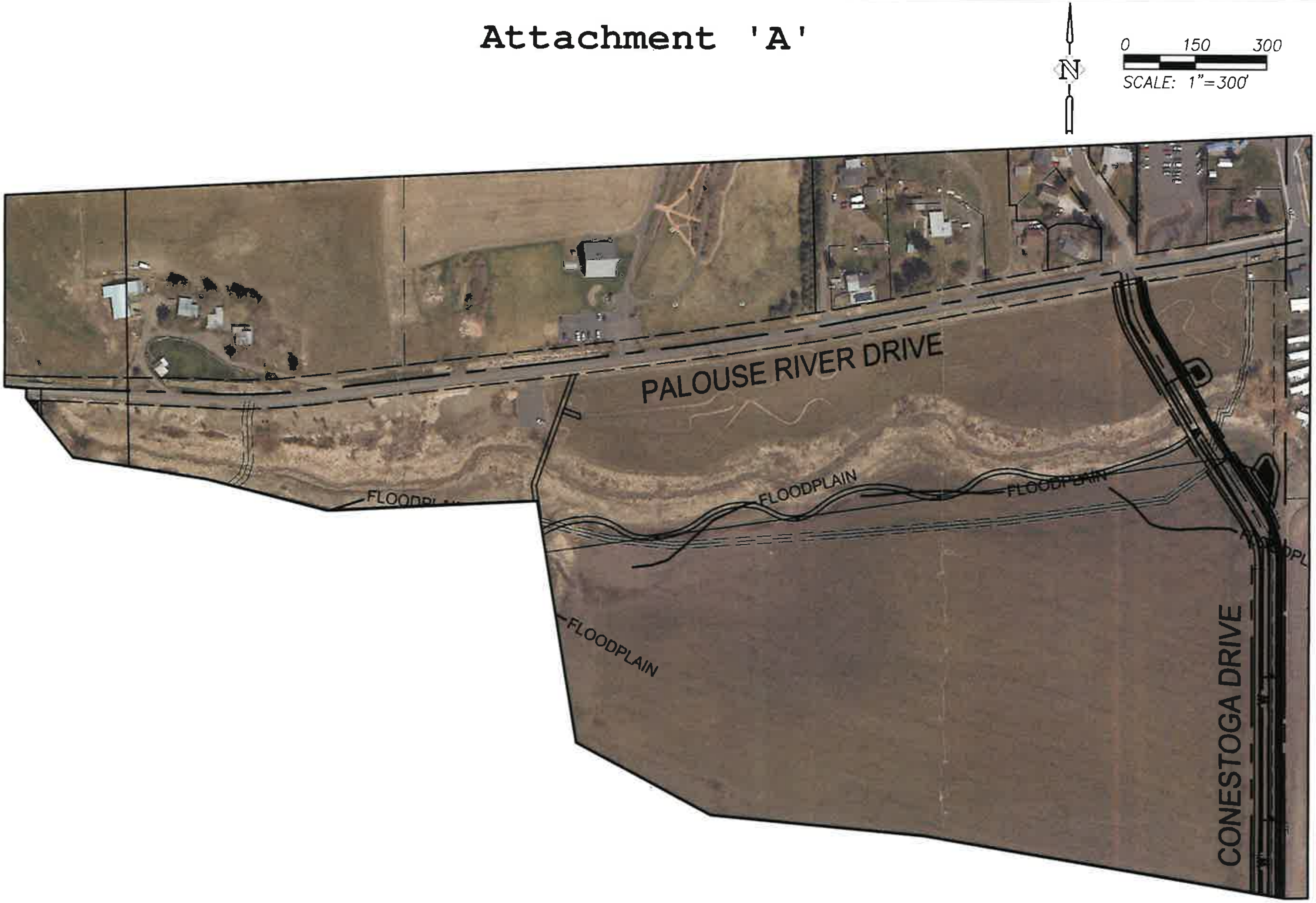
Notary Public for the State of Idaho
Residing at Moscow
My commission expires 8/15/2025

615349

Attachment A

615349

Attachment 'A'



NOT FOR CONSTRUCTION

SHEET NO.	DATE	NO.	DESCRIPTION	DESIGNED: SAS
				DRAWN: SAS
				CHECKED: SAS
JOB NO. BBC-02	R E V I S I O N S			DATE: MAY 18, 2021

SynTier Engineering, Inc.
405 SE Bishop Blvd, Suite 2 Pullman, WA 99163
www.SynTierEngr.com 509.339.6187

BALL FIELD IMPROVEMENTS
EDINGTON SUBDIVISION
MOSCOW, IDAHO

COMMITTEE STAFF REPORT

DATE: Monday, July 11, 2022

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

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

DESCRIPTION

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

A funding request was submitted to IDOC under the Idaho Community Development Block Grant (ICDBG) Public Facilities program in the fall of 2021 to assist with the purchase of a third new fire engine to replace one that needs to be retired from service. On April 12, 2022, a letter was received from IDOC stating the City had been awarded $335,000. The City has received an ICDBG Grant Agreement to accept and secure the funding. The new engine has been ordered, pending the grant award, from the same cooperative purchasing agent, H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing) as the two previous new fire engines. Total project costs under the ICDBG award are $720,581 as shown in the attached Agreement under Attachment B - Budget, to include the grant award of $335,000 requiring a minimum cash match of $352,081; and providing a 10% in-kind credit for Grant Administration of $33,500.

STAFF RECOMMENDATION

Recommend approval to accept the Idaho Department of Commerce award under the Idaho Community Block Grant program for $335,000 by executing the funding Agreement for ICDBG-22-II-07-PF

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval to accept the Idaho Department of Commerce award under the Idaho Community Block Grant program for $335,000 by executing the funding Agreement for ICDBG-22-II-07-PF, or provide staff further direction.

FISCAL IMPACT

The FY2022 Fleet Budget includes the funding required to finalize the purchase of a new fire engine.

PERSONNEL IMPACT

Grants, Fire, Fleet and Finance

ATTACHMENTS

1. ICDBG Agreement - Fire Engine July 2022

IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

CFDA #: 14.228

GRANTEE NAME: City of Moscow
GRANTEE ADDRESS: P.O. Box 9203
Moscow, ID 83843

GRANTEE UEI #: HZ59J892HCC5

PROJECT TITLE: Pumper Fire Engine Procurement
CONTRACT NO.: ICDBG-22-II-07-PF

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

RECITALS

WHEREAS the ICDBG Program assists Idaho counties and cities with the development of needed public facilities or infrastructure;

WHEREAS counties or incorporated cities with typically a population of less than 50,000 are eligible to apply for ICDBG funds; and

WHEREAS eligible activities consist of construction, improvement, or procurement of public facilities or infrastructure ("Project"); and

WHEREAS the DEPARTMENT has determined that GRANTEE qualifies as an eligible applicant and GRANTEE's Project qualifies as an eligible activity.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, and the above recitals which are incorporated herein by this reference, the DEPARTMENT and GRANTEE hereby agree as follows:

1. **Compliance Requirements:** GRANTEE, sub-recipients, contractors, and subcontractors receiving ICDBG funds agree to comply with all of the following: 24 CFR, part 570 Community Development Block Grants and applicable subparts as amended; the terms and conditions of Federal Grant Number B-22-DC-16-0001; the procedures in the DEPARTMENT's ICDBG Application Handbook and the Grant Administration Manual; and the DEPARTMENT's most current consolidated plan. GRANTEE shall also comply with the federal laws and adopted citizen participation plan as certified to by the chief elected official on the certification page of the GRANTEE's application.

2. **ICDBG Maximum Award:** The maximum amount of ICDBG assistance awarded by this Agreement shall not exceed Three Hundred Thirty-Five Thousand Dollars ($335,000).

3. **Match:** GRANTEE agrees to provide Three Hundred Eighty-Five Thousand, Five Hundred Eighty-One Dollars ($385,581) in matching funds for the purposes of completing this Project. In the event costs exceed the total dollars budgeted for the Project, GRANTEE shall be responsible for providing the additional funds needed to complete the Project.

4. **The Project:** Attachment A, attached hereto and incorporated herein by this reference, contains the Scope of Work and Project Schedule. At a minimum, Attachment A shall consist of the following components:

a. Supply and Delivery
b. Grant Administration
c. Equal Access Actions
d. National Objective
e. State Goal
f. Schedule

5. Environmental Standards and Conditional Commitment of Funds: GRANTEE agrees to assume responsibility for the completion of an environmental review process under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and related laws, as furthered by HUD regulations contained in 24 CFR part 58 and the ICDBG Grant Administration Manual. GRANTEE is solely responsible for completing the environmental review process described herein even if GRANTEE chooses to sub-grant the ICDBG funds. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval. GRANTEE acknowledges and understands that the payment of any funds by the DEPARTMENT under this Agreement is conditioned on the DEPARTMENT's determination, in its sole discretion, to proceed with, modify, or cancel the Project based on the results of a subsequent environmental review, and agreement upon and implementation of the mitigation measures required by the DEPARTMENT pursuant to Section 6 of this Agreement.

6. Mandatory Mitigation Measures: Not Applicable.

7. Sub-recipient Agreements: Not Applicable.

8. Additional Assurance: GRANTEE shall remain fully obligated under this Agreement notwithstanding GRANTEE's designation of any third parties for the undertaking of all or any part of the Project that is the subject matter of this Agreement.

9. Special Conditions: Not Applicable.

10. Relationship of Contracting Parties: GRANTEE agrees that nothing contained in this Agreement shall create or be deemed to create between GRANTEE and the DEPARTMENT any principal-agent, master-servant, or employer-employee relationship. GRANTEE further agrees that nothing contained in this Agreement shall create or be deemed to create a partnership or joint venture between GRANTEE and DEPARTMENT. GRANTEE is solely responsible for the completion of the Project and agrees to complete the Project in accordance with the terms of this Agreement.

11. Apportionment of Liability:

The DEPARTMENT and GRANTEE shall be responsible only for the acts, omissions or negligence of such entity's own employees. The term "employee" is defined for the purposes of this section as set forth in Idaho Code section 6-902. Nothing in this Agreement shall extend the tort responsibility or liability of either the DEPARTMENT or GRANTEE beyond that required by the Idaho Tort Claims Act, Idaho Code section 6-901 *et seq*. Each party shall be responsible for damage to property of the other party caused by its employees in the performance of the Agreement to the extent funds are legally available therefore.

The DEPARTMENT participates in the comprehensive liability plan provided through the Risk Management Program established under Idaho Code section 67-5733 *et seq*. At GRANTEE's request, the DEPARTMENT shall provide confirmation of participation, including evidence of participation in workers' compensation provided by the State Insurance Fund. At the DEPARTMENT's request, GRANTEE shall provide evidence of participation in a self-insurance program or retained liability program or certificates of insurance evidencing liability and property coverage, including workers' compensation coverage.

If a property claim or damage is not covered by the party's self-insurance or other property coverage, the responsible party shall pay the costs arising from such claim or damage to the extent funds are legally available therefore. If a claim or damage arises from more than one party's performance of the Agreement or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.

12. **Period of Performance:** Work on the Project covered by this Agreement began on March 4, 2022 and shall continue as set forth in Attachment A until the Project is completed and closed-out. If GRANTEE has not completed the Project and submitted all ICDBG close-out documents within one (1) year from the 100% Complete date as set forth in Attachment A, all remaining and unexpended ICDBG funds may be retained by the DEPARTMENT.

13. **Project Budget & Payments:** The Project Budget is attached hereto as Attachment B and incorporated herein by this reference. GRANTEE agrees to adhere to the budget as outlined in Attachment B. ICDBG funds shall not be shifted to new activities or between approved activities without an amendment to both Attachments A and B. The use of ICDBG funds for administrative costs shall not exceed a maximum of 10% of the total ICDBG award.

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

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

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

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

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

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

a. Project is abandoned or unreasonably delayed, or is discontinued for a period of thirty (30) consecutive calendar days, without prior written approval from the DEPARTMENT.
b. GRANTEE fails to cause Project to be completed in accordance with the requirements of this Agreement.
c. The Project is materially damaged or destroyed by fire or other casualty and the loss, in the reasonable judgment of the DEPARTMENT, is not adequately covered by insurance.

d. The existence of any material or intentional misrepresentations of fact by GRANTEE in any document submitted to the DEPARTMENT in support of the grant or in connection with any of the grant documents.
e. GRANTEE's failure to furnish to the DEPARTMENT within thirty (30) days and without demand, a true copy of any notice or other document received by or available to GRANTEE disclosing any requirement, deficiency or the violation of any law, regulation or ordinance bearing upon the Project funded by this Agreement.
f. The Project fails to meet ICDBG requirements as defined by the DEPARTMENT.

15. <u>Contract Amendments</u>: The DEPARTMENT may amend this Agreement on its own initiative or at the request of GRANTEE to reflect changes in the Scope of Work, Project Design or Project Budget. Such changes shall be mutually agreed upon, and evidenced by a written contract amendment. In no case shall the nature or purpose of the Project be amended from what was generally described in the application.

16. <u>Financial and Progress Reports</u>: GRANTEE shall keep books, records, and accounts of all activities related to this Agreement. On each interim request for funds submitted to the DEPARTMENT, GRANTEE shall certify that the information contained in the interim request for funds is true and correct based upon GRANTEE's official accounting records. GRANTEE shall also submit a final financial report that details all costs incurred by budget line according to Attachment "B." This report shall be submitted upon completion of the Project funded by this Agreement.

GRANTEE shall submit progress reports as specified in the DEPARTMENT's Grant Administration Manual. A detailed written final report with documentation of the activities carried out and benefits generated shall be submitted to the DEPARTMENT at the conclusion of the Project. GRANTEE shall disburse ICDBG funds within 3 to 5 business days of their receipt. GRANTEE may keep up to $100.00 in interest accrued on ICDBG funds, but shall return any amount in interest over $100.00 to the DEPARTMENT.

17. <u>Other Items and Documents</u>: GRANTEE shall provide the DEPARTMENT all other items and documents as the DEPARTMENT requires for the administration of this Agreement within thirty (30) days of the date of the written request.

18. <u>Certified Grant Administrator</u>: The GRANTEE is required to have under contract a Department approved Grant Administrator before expenditure of ICDBG funds. The Grant Administrator is responsible for administrative duties as outlined in the ICDBG Grant Administration Manual and in accordance with ICDBG's professional services contract.

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

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

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

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

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

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

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

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

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

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

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

21. **Certification Regarding Debarment:** GRANTEE agrees and certifies to the DEPARTMENT that it will not execute a contract with a party that is identified as debarred, suspended, or ineligible as set forth in 24 CFR part 5. GRANTEE further agrees and certifies that GRANTEE is not debarred, suspended, or ineligible as set forth in 24 CFR part 5.

22. **Project Signage:** Upon receiving approval from the DEPARTMENT to proceed with construction, GRANTEE shall, unless otherwise directed by the DEPARTMENT, erect a sign located prominently at each major construction project site. The sign shall be maintained in good condition and shall not be removed until three (3) months after the Project is completed. Project sign requirements shall be provided by the DEPARTMENT.

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

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

24. **Use of Real Property:** GRANTEE represents and agrees that the purchase of any property and undertakings pursuant to this Agreement are and will be for the purpose of providing, improving, or expanding public infrastructure or facilities. No voluntary or involuntary successor in interest of

GRANTEE shall acquire any rights or powers under this Agreement without prior written consent of the DEPARTMENT.

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

25. **<u>Notices</u>:** Any notice given in connection with this Agreement shall be in writing and shall be delivered either by hand to the other party, by certified mail, postage prepaid, return receipt requested, to the addressee provided below or by email transmission to the other party at the email address listed below. Notice shall be deemed delivered immediately upon personal service or email transmission or forty-eight (48) hours after depositing notice or demand in the United States mail. Either party may change its contact information by giving written notice of the change to the other party.

TO: Idaho Department of Commerce
700 West State St
Boise, Idaho 837102
(208) 334-2470
dennis.porter@commerce.idaho.gov
ATTN: Dennis J. Porter

TO: City of Moscow
P.O. Box 9203
Moscow, ID 83843
(208) 883-7018
abettge@ci.moscow.id.us
ATTN: Mayor Arthur Bettge

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

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

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

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

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

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

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

30. No Authority to Bind: GRANTEE has no authority to enter into contracts or agreements on behalf of the DEPARTMENT. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the DEPARTMENT and GRANTEE in any respect.

31. Assignment: GRANTEE may not assign its rights or delegate its duties, in whole or in part, without the prior written consent of the other.

32. Waiver: The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

33. Entire agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the DEPARTMENT and GRANTEE.

34. **Officials, Agents and Employees of Department Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the DEPARTMENT be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the DEPARTMENT shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

35. Applicable Law: This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

36. Jurisdiction and Venue: The parties consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.

37. Headings: The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

38. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

39. Sovereign Immunity: Nothing in this Agreement shall be construed as a waiver of the DEPARTMENT's or State of Idaho's sovereign immunity, which immunity is hereby expressly reserved.

APPROVED:

STATE OF IDAHO Department of Commerce	CITY OF MOSCOW
Thomas F. Kealey Director	Arthur D. Bettge Mayor
Date	Date

For Internal Use of the Department

Reviewed by:

Dennis J. Porter Manager	Date
VaLinda Torres Financial Specialist	Date

ATTACHMENT A

Pumper Fire Engine Procurement Project

A. Supply & Delivery Scope of Work – Procurement of a new pumper fire engine.

B. Grant Administration – Professional services necessary to design and administer the fire engine procurement and the GRANTEE's plans in accordance with applicable regulations.

C. Equal Access Planning

1) **Furthering Fair Housing Actions** – To affirmatively further fair housing the GRANTEE needs to:
   - designate a fair housing resource person,
   - conduct a fair housing assessment,
   - proclaim April as fair housing month, and
   - publicly display fair housing information.

2) **504 Accessibility and Transition Actions** – The GRANTEE needs to:
   - update its 2014 504/ADA Transition Plan, and
   - adopt (if necessary) publish and post its Notice Under the Americans with Disabilities Act.

3) **Limited English Proficiency (LEP) Four Factor Analysis** – The GRANTEE should continue to implement the action items and activities as determined by its LEP four factor analysis, dated February 23, 2018.

D. National Objective – Low to Moderate Income Area Benefit (Census)
Population to Benefit: 21,415
Low to Moderate Person to benefit: 11,590
Low to Moderate Percentage – 55.8%

E. State Goal – Public Facilities / Infrastructure - New Procurement

F. Schedule

Environmental Release	Complete
Fire Engine Procurement Approval	Complete
Fire Engine Contract Executed	Complete
Second Public Hearing	February 2023
Fire Engine Acquisition 100% Complete	October 2023
Fire Engine Delivery	October 2023
Update Fair Housing Plan	April 2023
Update 504 Review and Transition Plan	April 2023
LEP Four Factor Analysis	Complete
Closeout	January 2024

ATTACHMENT B

Budget

Grantee: City of Moscow Project No.: ICDBG-22-II-07-PF

Project: Pumper Fire Engine Procurement

LINE ITEMS	AMOUNTS			
	ICDBG Grant	**City Cash**	**City In-Kind**	**Total**
Administrative Expenses			$33,500	$33,500
Supply & Delivery – fire engine	$335,000	$352,081		$687,081
Total Costs	$335,000	$352,081	$33,500	$720,581