

Public Works / Finance Committee



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

**Monday
December 12, 2022**

4:00 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 November 28, 2022 Minutes (ACTION ITEM) - Taylor Riedner

2. Disbursement Report November 2022 (ACTION ITEM) - Sarah Banks

Presentation of the Accounts Payable Report for the month ending November 2022.

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

3. Consideration of Custodial Bids for Certain City Buildings (ACTION ITEM) - David Schott

The City published an invitation to bid for custodial services for certain City buildings on October 29, 2022, and November 5, 2022. Bid opening occurred on November 16, 2022, for Module #1 (Police Station), Module #3 (Hamilton Indoor Recreation Center and Eggan Youth Center), and Module #5 (Water Reclamation and Reuse Facility, Magyar Building, and Water Operations Building) for custodial services beginning January 1, 2023, and continuing through September 30, 2025. The City received one bid for Module #1 and Module #3 from GG Gutter, Inc. dba, Creative Cleaning Connections, and one bid for Module #5 from Viva Cleaning Company. Staff will present the results and recommendations for the Council's consideration.

PROPOSED ACTIONS:

1. Recommend rejection of the bids for Module #1 (Police Station) and Module #3 (Hamilton Indoor Recreation Center and Eggan Youth Center) from GG Gutter, Inc. dba, Creative Cleaning Connections; or provide staff further direction.

2. Recommend acceptance of Module #5 (Water Reclamation and Reuse Facility, Magyar Building, and Water Operations Building) for custodial services beginning January 1, 2023 and continuing through September 30, 2025 from Viva Cleaning Company in the amount of \$125,119.08; or take other action deemed appropriate.

4. Idaho Airport Aid Program - Grant Agreement (ACTION ITEM) - Alisa Anderson

The Pullman-Moscow Regional Airport has applied for a grant from the Idaho Transportation Department - Division of Aeronautics from the Idaho Airport Aid Program for the construction of a new

terminal building. The grant request has been awarded for \$7,500 with a required project completion date of June 30, 2027. The attached Resolution authorizes the acceptance of the award in accordance with all Federal, State, and Local regulations and the execution of the Grant Agreement by the Mayor.

PROPOSED ACTIONS: Recommend approval to authorize acceptance of the Idaho Airport Aid grant award of \$7,500 from the Idaho Transportation Department - Division of Aeronautics and approve the corresponding Resolution, or provide staff further direction.

REPORTS

ADJOURN

NOTICE: It is the policy of the City of Moscow that all City-sponsored public meetings and events are accessible to all people. If you need assistance in participating in this meeting or event due to a disability under the ADA, please contact the City's ADA Coordinator by phone at (208) 883-7600, TDD (208) 883-7019, or by email at adacoordinator@ci.moscow.id.us at least 48 hours prior to the scheduled meeting or event to request an accommodation. The City of Moscow is committed to ensuring that all reasonable accommodation requests are fulfilled.

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
November 28, 2022**

4:00 PM

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

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

PRESENT: Maureen Laflin, Hailey Lewis, Gina Taruscio

OTHERS: Mayor Art Bettge, Council President Sandra Kelly

STAFF: Bill Belknap, Sarah Banks, Cody Riddle, Bob Buvel, Tim Davis, Tyler Palmer, Laurie M. Hopkins

REGULAR AGENDA

1. Approval of Public Works/Finance Committee October 10, 2022 Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Disbursement Report October 2022 (ACTION ITEM) - Sarah Banks

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

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

Banks described the disbursements for October highlighting the major expenses including payroll, Inland North Waste, South 95 water/sewer extension, ICRMP premium, Whitcom user fees, and 6th Street bridge. The Committee approved and authorized the use of digital signatures to sign the Disbursements Report for the month of October, 2022.

3. Amendment to Memorandum of Agreement Between BBC, LLC and the City of Moscow (ACTION ITEM) - Cody Riddle

Rich Beebe, representing BBC LLC has requested a modification to an existing Memorandum of Agreement between his organization and the City of Moscow. The only change proposed is to extend the deadline for completion of public improvements by six months, or to July 1, 2023.

PROPOSED ACTIONS: Review draft Amendment to Memorandum of Agreement and recommend approval, or provide staff further direction.

Riddle introduced the item as written above reiterating it is a six month deadline extension to July 2023. The Committee recommended approval and that it be placed on the Council consent agenda.

4. Finley Buttes Fuel Relief (ACTION ITEM) - Tim Davis

The City of Moscow has received a request from Finley-Buttes Limited Partnership for fuel relief due to unanticipated and significant increases in diesel fuel costs. The City of Moscow and Finley-Buttes Limited Partnership entered into an agreement for Transportation and Disposal of Moscow's municipal solid waste in November of 2019. The agreement allows for such amendments at the City's discretion. Upon review of this request, staff determined that the request for fuel relief is reasonable and has developed a fuel model that provides a fair and predictable method of accounting for fuel cost volatility that provides both reimbursement of excessive fuel expenses to Finley-Buttes and provides a credit to

the City of Moscow when there is a reduction to fuel prices.

PROPOSE ACTIONS: Recommend approval of the fuel adjustment amendment to the Agreement for Solid Waste Transportation and Disposal with Finley-Buttes Limited Partnership; or provide staff further direction.

Davis introduced the item as written above and provided details regarding the calculation of the base fuel index. Finley Buttes receives 80% of the CPI for cost escalation. If the monthly average fluctuates 15% above the base fuel index, the City would pay Finley Butte the difference. Likewise, if it fluctuates 15% below, they would credit the City back. If it remains in the middle, it remains the same which provides predictability. The cost of the base fuel price comes from the U.S. Energy Information Administration's West Coast Index that excludes California. This would be an amendment to the contract that runs through 2025 with renewal options. Staff also recommends applying this retroactively to January. This amendment will coincide with the renewal. The Committee recommended approval and that it be placed on the Council consent agenda.

5. Almon Asbury Alley Paving Project Bid Award (ACTION ITEM) - Bob Buvel

This project consists of the paving of the alley between Almon Street and Asbury Street from Sixth Street north to the existing pavement at Third Street. The project also includes the replacement of approximately 1200 linear feet of existing sanitary sewer main and installation of storm water collection and conveyance. Bids were opened on Thursday, November 15, 2022. Three bids were received, ranging from \$656,011.00 to \$692,706.75. Motley - Motley, Inc was found to be the lowest responsive bid with a bid total of \$656,011.00. The full bid tabulation is attached to the Committee packet.

PROPOSED ACTIONS: Recommend acceptance of the low bid from Motley - Motley, Inc., award the contract for the bid amount of \$656,011.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

Buvel introduced the item as written above. Having no questions, the Committee recommended approval and that it be placed on the Council consent agenda.

6. Updated Personnel Policies Adoption (ACTION ITEM) - Bill Belknap

Over the last year, the City has been working to update and modernize the City's Personnel Policies to reflect current employment laws and regulations and benefit programs. The Council has reviewed and approved all of the substantive changes to the policies on a section-by-section basis. Staff has compiled the changes into a single document for the Council's review and approval by Resolution.

PROPOSED ACTIONS: Recommend approval of the proposed Personnel Policies and the associated Resolution, or provide staff further direction.

Belknap introduced the item as written above updated to include current law, current pronouns, council has already seen most of the changes, including Juneteenth holiday and parental leave. Lewis would like parental leave to increase to 6 weeks. would like it on the regular agenda to discuss parental leave. and to show the effort staff has done and with no recommendation.

ADJOURN

The meeting closed at 4:24 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, December 12, 2022



RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report November 2022 (ACTION ITEM) - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending November 30, 2022. A summary of the major expenditures has been approximated by category and represents 92% of the total expenditure of \$2,954,024.17.

Payroll	\$1,180,186.00
Professional Services	\$286,413.00
Sanitation	\$359,877.00
Capital Outlay	\$98,822.00
Capital Outlay - Vehicles	\$46,612.00
Capital Outlay - Improvement	\$322,777.00
Minor Equipment	\$15,047.00
Supplies	\$34,059.00
Utilities	\$65,731.00
Contractual Payments	\$272,384.00
ACH Wells Fargo	\$39,736.00
Total	\$2,721,644.00

STAFF RECOMMENDATION

Approve the disbursement report and use of digital signatures to sign the Disbursements Report for the month of November 2022.

PROPOSED ACTIONS

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

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report November 2022
2. Cash & Investments November 2022
3. November Revenue Report 2022
4. Major Expenditures Report - November 2022

DISBURSEMENTS REPORT FOR NOVEMBER 2022											
		ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE	FUND NAME	11/3/2022	11/10/2022	11/17/2022	11/22/2022	11/8/2022	11/10/2022		11/4/2022	11/18/2022	
BATCH #		AP 11.4.2022	AP 11.11.2022	AP 11.18.2022	AP 11.23.2022	11/21/2022 12/5/2022 AP 11.4.2022 AP 11.18.2022 AP 11.25.2022	11/17/2022 AP 11.11.2022 AP 11.18.2022		ID55	ID56	
CHECK #'s		103510-103580	103581- 103657	103658-103706	103707-103737	Novemrber CC ACH's	Novemrber ACH's		21548-21549		
Fund #											
101	GENERAL	10,702.03	34,644.85	137,446.50	4,359.48	18,918.45			335,274.98	375,394.44	916,740.73
105	STREETS	1,315.63	225,134.08	31,384.27		1,074.70			28,405.49	32,772.11	320,086.28
120	RECREATION AND CULTURE	3,943.73	14,794.84	41,655.97	2,628.12	6,933.38			61,409.54	54,689.78	186,055.36
121	MSD COMM. PLAY FIELDS		386.10	1,716.20		716.56			3,585.63	120.56	6,525.05
123	1912 CENTER										0.00
128	TRANSIT CENTER	35.33	24.08								59.41
220	WATER	35,137.33	24,810.02	42,962.32	10,481.70	2,134.84	134,111.04		41,153.34	42,850.65	333,641.24
230	SEWER	5,002.52	33,482.17	26,126.35	3,436.55	4,746.78	19,083.27		49,051.97	51,226.85	192,156.46
235	STORMWATER	815.13	564.02	7,463.85	104.33	1,698.04			12,750.54	13,266.56	36,662.47
240	SANITATION			2,321.47	110,101.00	186.10	230,693.16		7,278.89	7,474.96	358,055.58
290	FLEET	41,506.61	5,470.56	20,833.59		(975.71)			11,894.53	12,498.02	91,227.60
295	INFORMATION SYSTEMS	29,733.09	18,283.02	17,598.80		4,303.16			19,291.78	19,795.26	109,005.11
320	WATER CAPITAL PROJECTS		4,241.00	40,572.78	10,317.53						55,131.31
330	SEWER CAPITAL PROJECTS		35,884.78								35,884.78
335	SANITATION CAPITAL PROJ										0.00
340	SANITATION CAPITAL PROJ										0.00
350	CAPITAL PROJECTS	39,966.98	6,630.00	228,949.23	37,246.58						312,792.79
355	LID CONSTRUCTION										0.00
380	HAMILTON - PARKS & REC										0.00
590	BONDS & INTEREST										0.00
	TOTAL	168,158.38	404,349.52	599,031.33	178,675.29	39,736.30	383,887.47	0.00	570,096.69	610,089.19	2,954,024.17

Maureen Laflin

Gina Taruscio

Hailey Lewis

Sarah L. Banks, Finance Director

City of Moscow
Cash and Investments
Balances as of 11/30/2022

Fund		Year to Date Balance
General Fund	\$	8,917,233.91
Street Fund	\$	2,002,161.73
Culture & Recreation	\$	1,294,290.23
MSDCPF	\$	180,955.94
1912 Fund	\$	55,354.74
Transit Center	\$	53,603.10
Water Fund	\$	3,226,073.86
Sewer / WRRF	\$	4,339,853.96
Stormwater	\$	89,790.92
Sanitation Fund	\$	3,532,496.25
Fleet Fund	\$	6,410,657.37
Information Systems	\$	4,880,441.54
Water Capital	\$	6,492,653.95
Sewer Capital	\$	16,819,315.07
Stormwater Capital	\$	468,880.72
Capital Projects	\$	7,819,999.56
Sanitation Capital	\$	6,880,690.61
LID construction	\$	22,355.27
Hamilton	\$	786,373.65
Bond & Interest	\$	428,662.43
LID Funds	\$	35,611.11
Payroll Service	\$	1,128,925.05
Total Cash & Investments	\$	75,866,380.97

RECEIPTS REPORT FOR NOVEMBER 2022

		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #	FUND NAME											
101	GENERAL	69,908.93	68,688.75	116,762.42	-1,200.00	139,170.40	17,140.35	127,463.25	25,948.76	-1,000.00	5,819.61	568,702.47
105	STREETS	10,391.46	0.00	0.00	0.00	24,755.79	0.00	0.00	0.00	0.00	0.00	35,147.25
120	RECREATION AND CULTURE	0.00	0.00	25.00	0.00	7,779.27	0.00	0.00	-69.13	2,000.00	0.00	9,735.14
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	6,245.30	0.00	0.00	0.00	0.00	0.00	0.00	6,245.30
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	1,582.24	0.00	0.00	0.00	0.00	58.76	1,641.00
220	WATER	0.00	0.00	0.00	0.00	572,193.10	0.00	700.24	7,261.96	0.00	0.00	580,155.30
230	SEWER	0.00	0.00	0.00	0.00	659,714.95	0.00	4,916.11	1,658.17	0.00	0.00	666,289.23
235	STORMWATER	0.00	0.00	0.00	0.00	48,332.89	0.00	0.00	0.00	0.00	0.00	48,332.89
240	SANITATION	0.00	0.00	0.00	0.00	521,602.92	0.00	0.00	-6.17	0.00	0.00	521,596.75
290	FLEET	0.00	0.00	0.00	0.00	81,769.89	0.00	0.00	0.00	0.00	0.00	81,769.89
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,503.00	0.00	0.00	-143.13	0.00	0.00	139,359.87
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
335	STORMWATER CAPITAL FUND	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	14,280.77	229.99	0.00	0.00	14,510.76
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	1,601.05	0.00	0.00	0.00	1,601.05
590	BOND & INTEREST	11,118.68	0.00	0.00	0.00	0.00	0.00	86.70	0.00	0.00	0.00	11,205.38
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	91,419.07	68,688.75	116,787.42	5,045.30	2,196,404.45	17,140.35	149,048.12	34,880.45	1,000.00	5,878.37	2,686,292.28

Major Expenditures for November 2022

Professional Service			Sanitation			Utilities			
Vector Solutions	\$	4,755.00	Finley Buttes Landfill	\$	110,101.00	Avista Utilities	\$	65,730.70	
Target Solutions for Moscow Fire Department			Garbage			October 2022			
Ziply Fiber	\$	5,181.43	Latah Sanitation (ACH Payment)	\$	249,776.43		\$	65,730.70	
PRI phone lines and long distance 9/19/22 - 10/18/22			Monthly LSI Billing for October 2022						
Beyondtrust Corporation	\$	3,702.02		\$	359,877.43				
Beyondtrust Appliance B Series - 200- Bomgar						Payroll		\$ 1,180,185.88	
Itani Development IV, Inc.	\$	200,132.00	Supplies						
Refund for Public Improvements that have been completed for Rolling Hills 9th			North Country Landscaping	\$	9,000.00	Contractual Payments			
Itani Development IV, Inc.	\$	3,471.00	Trees for Mountain View and Indian Hills Parks			Moscow Volunteer Fire Department			
Monumentation for Rolling Hills 9th has been completed, refund security.			Oxarc, Inc.	\$	6,678.66	JT Tech, Inc.	\$	3,198.88	
Latah Soil & Water	\$	2,500.00	Chlorine and Sulfur Dioxide			Infosend, Inc	\$	3,115.08	
FY2023 Contribution Latah Soil & Water			Coleman Oil Co.	\$	3,931.08	Humane Society of the Palouse	\$	4,568.00	
Northwest Tower Engineering	\$	3,750.00	Diesel for Generator #1-40 (Water)			State Insurance Fund	\$	246,841.00	
Well #10 Feasibility Study			Oxarc, Inc.	\$	4,249.16	DLT Solutions, Inc.	\$	14,661.14	
City of Moscow	\$	2,825.00	Chlorine and Sulfur Dioxide						
Plumbing Permit for Booster Station Phase II Rebid - Indian Hills			USABluebook	\$	4,750.00				
City of Moscow	\$	5,638.30	Hach SL 1000					\$ 272,384.10	
Electrical Permit for Booster Station Phase II Rebid - Indian Hills			Valley Container	\$	5,450.00				
City of Moscow	\$	4,089.52	Storage container to keep supplies						
Building Permit for Booster Station Phase II Rebid - Indian Hills						ACH Wells Fargo			
City of Moscow	\$	2,925.00		\$	34,058.90	Commercial Card Expense- October 28th	\$	5,071.50	
Plumbing Permit for Booster Station Phase II Rebid - Ponderosa			Capital Outlay- Improvements			Commercial Card Expense- November 4th	\$	8,465.38	
City of Moscow	\$	6,096.70	Western Construction of Lewiston, Inc.	\$	39,463.00	Commercial Card Expense- November 11th	\$	8,832.53	
Electrical Permit for Booster Station Phase II Rebid - Ponderosa			Mtn. View Roundabout Landscaping - Oct. 2022			Commercial Card Expense- November 18th	\$	8,418.14	
City of Moscow	\$	4,238.02	Geoprofessional Innovation Corporation	\$	5,700.00	Commercial Card Expense- November 25th	\$	8,948.75	
Building Permit for Booster Station Phase II Rebid - Ponderosa			Testing for Taylor Avenue and US95 Water-Sewer Ext.						
Pullman Softball Officials Association	\$	6,369.00	Palouse Masonry Restoration	\$	15,617.00			\$ 39,736.30	
Flag Football officials 2022, Soccer Officials fall 2022, Softball score keepers summer 2022			Library East wall Carnegie masonry repair			Capital Outlay- Vehicles			
Summit Utility Contractors, LLC	\$	13,500.00	Razz Construction, Inc.	\$	219,530.51	Knudtsen Chevrolet Co.	\$	33,699.00	
Saint Mary's School fiber replacement			6th Street Bridge Over Paradise Creek - Water and Street Improvments			New Vehicle #9-04 (FY22 Rollover)			
Watts Regulator Co.	\$	3,000.00	Welch-Comer Engineers	\$	5,219.68	Motorola Solutions, Inc.	\$	4,104.79	
WATTS Regulator CO yearly fee for Syncta web portal access			Well house 6 rebid, Contruction Phase services			Radio, antenna and mount for new #5-20 (Rural)			
Welch-Comer Engineers	\$	10,172.88	J-U-B Engineering, Inc.	\$	37,246.58	Cobalt Truck Equipment, LLC	\$	2,975.00	
Downtown Streetscape Design Project - City Portion 50%			6th Street Bridge - Task 1,3	\$	322,776.77	Remove box & rear bumper/install PGTB body, mudflaps & fuel spout on #7-14 (Parks)			
Alta Science and Engineering, Inc.	\$	4,067.50				Kent D. Bruce	\$	2,916.70	
October 2022 alternative water supply project services						Cage for new car #4-10 (PD)			
		\$ 286,413.37				Kent D. Bruce	\$	2,916.70	
			Minor Equipment			Cage for new car #4-13 (PD)			
Capital Outlay			Fred Cole dba/Cole Sign Co.	\$	3,000.00				
Consolidated Supply Co.	\$	27,982.20	Eggan and Damon Pickleball Signs. 1/2 for deposit previously paid.						
Meter boxes for Woodbury Addition			Ferguson Enterprises, Inc.	\$	3,237.62				
Consolidated Supply Co.	\$	3,336.72	Mall lift station bypass upgrade					\$ 46,612.19	
Service line parts for the Ridgeview addition			Grainger, Inc.	\$	8,809.71				
Canon Solutions America, Inc.	\$	6,500.00	Portable Gantry Crane						
Canon copier for city shop									
J7 Contracting, Inc.	\$	34,425.78							
Pay App. 5 South Lift Station Force Main					\$ 15,047.33				
M & L Construction, Inc.	\$	16,259.28							
Retainage for Third Street Utility Undergrounding									
J-U-B Engineering, Inc.	\$	10,317.53							
Booster Station Phase II - Bid and Construction Management									
	\$	98,821.51							
			Major Expenditures			\$ 2,721,644.48	92%	of the total expenditures of	\$2,954,024.17
Large Expenditures									
Itani Development IV, Inc.	\$	200,132.00	Western Construction of Lewiston, Inc.	\$	39,463.00	State Insurance Fund	\$	246,841.00	
Refund for Public Improvements that have been completed for Rolling Hills 9th			Mtn. View Roundabout Landscaping - Oct. 2022			Idaho Workers Comp. - SIF			
Consolidated Supply Co.	\$	27,982.20	Razz Construction, Inc.	\$	219,530.51	Knudtsen Chevrolet Co.	\$	33,699.00	
Meter boxes for Woodbury Addition			6th Street Bridge Over Paradise Creek - Water and Street Improvments			New Vehicle #9-04 (FY22 Rollover)			
J7 Contracting, Inc.	\$	34,425.78	J-U-B Engineering, Inc.	\$	37,246.58				
Pay App. 5 South Lift Station Force Main			6th Street Bridge - Task 1,3						
								Total:	\$839,320.07

COMMITTEE STAFF REPORT

DATE: Monday, December 12, 2022



RESPONSIBLE STAFF

David Schott, Parks and Facilities Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Consideration of Custodial Bids for Certain City Buildings (ACTION ITEM) - David Schott

DESCRIPTION

The City published an invitation to bid for custodial services for certain City buildings on October 29, 2022, and November 5, 2022. Bid opening occurred on November 16, 2022, for Module #1 (Police Station), Module #3 (Hamilton Indoor Recreation Center (HIRC) and Eggan Youth Center), and Module #5 (Water Reclamation and Reuse Facility, Magyar Building, and Water Operations Building) for custodial services beginning January 1, 2023 and continuing through September 30, 2025. The City received one bid for Module #1 and Module #3 from GG Gutter, Inc. dba, Creative Cleaning Connections, and one bid for Module #5 from Viva Cleaning Company.

The bids for Module #1 and Module #3 were significantly higher than previously contracted amounts. The Police Station's monthly bid amount was \$3,979.15, which represents a 77.36% increase from the previously contracted amount of \$2,243.53. For the HIRC, the monthly bid amount was \$11,500.77, which represents a 464.66% increase from the previously contracted amount of \$2,036.75. For the Eggan Youth Center, the monthly bid amount was \$3,712.17, which represents a 239.40% increase from the previously contracted amount of \$1,093.75. Given the bids submitted for modules #1 and #3, staff recommends rejecting the bids and pursuing an in-house option for custodial services for those facilities.

The bid for Module #5 was more favorable. For the WRRF, the monthly bid amount was \$1,687.30, which represents a 13.95% increase from the previously contracted amount of \$1,543.75. For the Magyar Building, the monthly bid amount was \$1,474.86, which represents a 137.15% increase from the previously contracted amount of \$648.38. For the Water Operations Building, the monthly bid amount was \$543.32, which represents a 35.85% decrease from the previously contracted amount of \$926.25. Staff recommends awarding the bid for Module #5.

STAFF RECOMMENDATION

1. Recommend rejection of the bids for Module #1 (Police Station) and Module #3 (Hamilton Indoor Recreation Center and Eggan Youth Center) from GG Gutter, Inc. dba, Creative Cleaning Connections.
2. Recommend acceptance of Module #5 (Water Reclamation and Reuse Facility, Magyar Building, and Water Operations Building) for custodial services beginning January 1, 2023 and continuing through September 30, 2025 from Viva Cleaning Company in the amount of \$125,119.08.

PROPOSED ACTIONS

PROPOSED ACTIONS: 1. Recommend rejection of the bids for Module #1 (Police Station) and Module #3 (Hamilton Indoor Recreation Center and Eggan Youth Center) from GG Gutter, Inc. dba, Creative Cleaning Connections; or provide staff further direction. 2. Recommend acceptance of Module #5 (Water Reclamation and Reuse Facility, Magyar Building, and Water Operations Building) for

custodial services beginning January 1, 2023 and continuing through September 30, 2025 from Viva Cleaning Company in the amount of \$125,119.08; or take other action deemed appropriate.

FISCAL IMPACT

The expenses for janitorial services are expensed from various budgets throughout the City under Janitorial Services & Supplies.

PERSONNEL IMPACT

ATTACHMENTS

1. 11.16.22 Bid Tally Custodial Mod 1,3,5
2. GG Gutters dba Creative Cleaning Connections_Bid Mod 1,3
3. Viva Cleaning Company_Bid Mod 5
4. Janitorial Contract_VIVA Module 5_final (003)

November 16, 2022 Bid Results - Custodial Services for Certain City Buildings
 Bid Tally

Contractor:		Viva Cleaning Company		GG Gutters, Inc, dba Creative Cleaning Connections	
Module #1: Moscow Police Station*					
	Monthly	Annual	Monthly	Annual	
January 1, 2023 - September 30, 2023 (Police Station*)	\$ _____	\$ _____	\$ 3,979.15	\$ 35,812.35	
October 1, 2023 - September 30, 2024 (Police Station*)	\$ _____	\$ _____	\$ 4,178.11	\$ 50,137.29	
October 1, 2024 - September 30, 2025 (Police Station*)	\$ _____	\$ _____	\$ 4,387.01	\$ 52,644.19	
MODULE #1 TOTAL:		\$ _____		\$ 138,593.83	
Module #3: Hamilton Indoor Recreation Center (HIRC) - Eggan Youth Center					
	Monthly	Annual	Monthly	Annual	
January 1, 2023 - September 30, 2023 (HIRC)	\$ _____	\$ _____	\$ 11,500.77	\$ 103,506.93	
October 1, 2023 - September 30, 2024 (HIRC)	\$ _____	\$ _____	\$ 12,075.80	\$ 144,909.70	
October 1, 2024 - September 30, 2025 (HIRC)	\$ _____	\$ _____	\$ 12,679.59	\$ 152,155.08	
January 1, 2023 - September 30, 2023 (Eggan Youth Center)	\$ _____	\$ _____	\$ 3,712.17	\$ 33,409.53	
October 1, 2023 - September 30, 2024 (Eggan Youth Center)	\$ _____	\$ _____	\$ 3,851.38	\$ 46,216.52	
October 1, 2024 - September 30, 2025 (Eggan Youth Center)	\$ _____	\$ _____	\$ 4,043.95	\$ 48,527.38	
MODULE #3 TOTAL:		\$ _____		\$ 528,725.14	
Module #5: Water Reclamation and Reuse Facility (WRRF) - Magyar Building - Water Operations Building					
	Monthly	Annual	Monthly	Annual	
January 1, 2023 - September 30, 2023 (WRRF)**	\$ 1,687.30	\$ 15,185.70	\$ _____	\$ _____	
October 1, 2023 - September 30, 2024 (WRRF)	\$ 1,723.20	\$ 20,678.40	\$ _____	\$ _____	
October 1, 2024 - September 30, 2025 (WRRF)	\$ 1,759.10	\$ 21,109.20	\$ _____	\$ _____	
January 1, 2023 - September 30, 2023 (Magyar Building)**	\$ 1,474.86	\$ 13,273.74	\$ _____	\$ _____	
October 1, 2023 - September 30, 2024 (Magyar Building)	\$ 1,506.24	\$ 18,074.88	\$ _____	\$ _____	
October 1, 2024 - September 30, 2025 (Magyar Building)	\$ 1,537.62	\$ 18,451.44	\$ _____	\$ _____	
January 1, 2023 - September 30, 2023 (Water Operations Building)**	\$ 543.32	\$ 4,889.88	\$ _____	\$ _____	
October 1, 2023 - September 30, 2024 (Water Operations Building)	\$ 554.88	\$ 6,658.56	\$ _____	\$ _____	
October 1, 2024 - September 30, 2025 (Water Operations Building)	\$ 566.44	\$ 6,797.28	\$ _____	\$ _____	
MODULE #5 TOTAL:		\$ 125,119.08		\$ _____	

* Note: The Police Department Building will require a background check and participate in Criminal Justice Information Services (CJIS)

David R. Schott

Name of Recorder



Signature

11.17.22

Date

** Corrected amounts - Bidder multiplied by 12 months, corrected to be multiplied by 9 months. Approved by bidder via email 11.16.22



PARKS AND RECREATION DEPARTMENT

SPECIFICATIONS AND PROPOSAL FOR:

Custodial Services For Certain City Buildings

CITY OF MOSCOW, IDAHO

Parks and Recreation Department

1724 East F Street

Moscow, Idaho 83843

(208) 883-7098

BID SCHEDULE

Module #1: Moscow Police Station*		Monthly	Annual
	January 1, 2023 - September 30, 2023 (Police Station*)	\$ 3979.15	\$ 35812.35
	October 1, 2023 - September 30, 2024 (Police Station*)	\$ 4178.11	\$ 50,137.29
	October 1, 2024 - September 30, 2025 (Police Station*)	\$ 4987.01	\$ 52,644.19
MODULE #1 TOTAL:		12544.27	\$ 138,593.83
Module #3: Hamilton Indoor Recreation Center (HIRC) - Eggan Youth Center		Monthly	Annual
	January 1, 2023 - September 30, 2023 (HIRC)	\$ 11500.11	\$ 103506.93
	October 1, 2023 - September 30, 2024 (HIRC)	\$ 12075.80	\$ 144909.70
	October 1, 2024 - September 30, 2025 (HIRC)	\$ 12679.59	\$ 152155.08
	January 1, 2023 - September 30, 2023 (Eggan Youth Center)	\$ 3712.17	\$ 33409.53
	October 1, 2023 - September 30, 2024 (Eggan Youth Center)	\$ 3851.38	\$ 46216.52
	October 1, 2024 - September 30, 2025 (Eggan Youth Center)	\$ 4043.95	\$ 48527.38
MODULE #3 TOTAL:		47863.66	\$ 528725.14
Module #5: Water Reclamation and Reuse Facility (WRRF) - Magyar Building - Water Operations Building		Monthly	Annual
	January 1, 2023 - September 30, 2023 (WRRF)	\$	\$
	October 1, 2023 - September 30, 2024 (WRRF)	\$	\$
	October 1, 2024 - September 30, 2025 (WRRF)	\$	\$
	January 1, 2023 - September 30, 2023 (Magyar Building)	\$	\$
	October 1, 2023 - September 30, 2024 (Magyar Building)	\$	\$
	October 1, 2024 - September 30, 2025 (Magyar Building)	\$	\$
	January 1, 2023 - September 30, 2023 (Water Operations Building)	\$	\$
	October 1, 2023 - September 30, 2024 (Water Operations Building)	\$	\$
	October 1, 2024 - September 30, 2025 (Water Operations Building)	\$	\$
MODULE #5 TOTAL:			\$

* Note: The Police Department Building will require a background check and participate in Criminal Justice Information Services (CJIS)

SUBMITTED BY:

GG Gutters, Inc, d.b.a. Creative Cleaning
Firm Name connection 5

2290 White Ave. #103 Moscow,
Firm Address 83843
208-310-0974
Phone

Michelle Foutch
Authorized Representative's Signature
11/16/2022
Date

ggguttersinc@gmail.com
Email contact address

**LIST FIVE (5) PROFESSIONAL CLEANING REFERENCES OF SIMILAR SIZED
CLIENTS
WITHIN PAST FIVE (5) YEARS:**

	Name	Address	ID	Telephone
1.	Palouse Properties Lori Baker	Moscow, ID 115 S. Washington St.	#2	208-882-6280
2.	Remax Tami Pitzer	710 SE Bishop Blvd. Pullman, WA 99163		509-332-4546
3.	My Rental Company, LLC Heidi Washington	1125 N.W. Nye St. Ste. B Pullman, WA 99163		509-338-4653
4.	Moscow Property Management Brandi Ehrman	P.O. Box 9352 Moscow, Idaho 83843		208-713-3975 208-596-2565
5.	Anita's Rentals 405 N.W. North St. Pullman, WA 99163	Anita Chapman John Chapman		509-332-8602 509-432-5500



PARKS AND RECREATION DEPARTMENT

SPECIFICATIONS AND PROPOSAL FOR:

Custodial Services For Certain City Buildings

CITY OF MOSCOW, IDAHO

Parks and Recreation Department

1724 East F Street

Moscow, Idaho 83843

(208) 883-7098

BID SCHEDULE

Module #1: Moscow Police Station*

	Monthly	Annual
January 1, 2023 - September 30, 2023 (Police Station*)	\$ _____	\$ _____
October 1, 2023 - September 30, 2024 (Police Station*)	\$ _____	\$ _____
October 1, 2024 - September 30, 2025 (Police Station*)	\$ _____	\$ _____
MODULE #1 TOTAL:		\$ _____

Module #3: Hamilton Indoor Recreation Center (HIRC) - Eggan Youth Center

	Monthly	Annual
January 1, 2023 - September 30, 2023 (HIRC)	\$ _____	\$ _____
October 1, 2023 - September 30, 2024 (HIRC)	\$ _____	\$ _____
October 1, 2024 - September 30, 2025 (HIRC)	\$ _____	\$ _____
January 1, 2023 - September 30, 2023 (Eggon Youth Center)	\$ _____	\$ _____
October 1, 2023 - September 30, 2024 (Eggon Youth Center)	\$ _____	\$ _____
October 1, 2024 - September 30, 2025 (Eggon Youth Center)	\$ _____	\$ _____
MODULE #3 TOTAL:		\$ _____

Module #5: Water Reclamation and Reuse Facility (WRRF) - Magyar Building - Water Operations Building

	Monthly	Annual
January 1, 2023 - September 30, 2023 (WRRF)	\$ 1687.30	\$ 20247.60
October 1, 2023 - September 30, 2024 (WRRF)	\$ 1723.20	\$ 20678.40
October 1, 2024 - September 30, 2025 (WRRF)	\$ 1759.10	\$ 21109.20
January 1, 2023 - September 30, 2023 (Magyar Building)	\$ 1474.86	\$ 17698.32
October 1, 2023 - September 30, 2024 (Magyar Building)	\$ 1506.24	\$ 18074.88
October 1, 2024 - September 30, 2025 (Magyar Building)	\$ 1537.62	\$ 18451.44
January 1, 2023 - September 30, 2023 (Water Operations Building)	\$ 543.32	\$ 6519.84
October 1, 2023 - September 30, 2024 (Water Operations Building)	\$ 554.88	\$ 6658.56
October 1, 2024 - September 30, 2025 (Water Operations Building)	\$ 566.44	\$ 6797.28
MODULE #5 TOTAL:		\$ 136235.52

* Note: The Police Department Building will require a background check and participate in Criminal Justice Information Services (CJIS)

SUBMITTED BY:

Viva Cleaning Company

Firm Name

P.O. Box 8652 Moscow, ID 83843

Firm Address

(509) 901-0021

Phone

Virginia Viver

Authorized Representative's Signature

11-11-2022

Date

V.cleaningcomp@gmail.com

Email contact address

**LIST FIVE (5) PROFESSIONAL CLEANING REFERENCES OF SIMILAR SIZED
CLIENTS
WITHIN PAST FIVE (5) YEARS:**

Name	Address	Telephone
1. Josh Lunt	/I.N.W., 401 Jackson St.	(208) 596-5945
2. Coby	/S.E.L., 2615 S. main	(509) 592-6634
3. David Schott	/city of Moscow, 515 E. D St.	(208) 883-7098
4. Christine	/Rebsfab Stash, 1500 LeVick St.	(208) 413-4934
5. Stephanie	/Shear Haven, 105 lauder Ave.	(208) 892-9539

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement"), made this _____ day of _____, 2022, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Viva Cleaning Company, LLC., 209 North Washington Street, Moscow, Idaho, 83843 (hereinafter "JANITOR"):

WITNESSETH:

WHEREAS, CITY needs janitorial services for Module 5: Water Reclamation and Reuse Facility, Magyar Building, and Water Operations Building; in Moscow, Idaho and has requested JANITOR to undertake the duties of the necessary janitorial services upon the terms and conditions hereinafter expressed:

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- A. NON-APPROPRIATION CONTINGENCY. This Agreement is contingent upon CITY receiving the necessary funding to cover financial 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.
- B. TERM. The term of this Agreement shall be effective from January 1, 2023 through September 30, 2025.
- C. REMUNERATION. CITY will pay JANITOR for such services during the term of this Agreement as follows:
 - 1. An amount not to exceed Thirty-Three Thousand Three Hundred Forty-Nine Dollars and Thirty-Two Cents (\$33,349.32), which includes the dates from January 1, 2023 through September 30, 2023; and
 - 2. An amount not to exceed Forty-Five Thousand Four Hundred Eleven Dollars and Eighty-Four Cents (\$45,411.84), which includes the dates from October 1, 2023 through September 30, 2024; and
 - 3. An amount not to exceed Forty-Six Thousand Three Hundred Fifty-Seven Dollars and Ninety-Two Cents (\$46,357.92), which includes the dates from October 1, 2024 through September 30, 2025.

JANITOR is to be paid monthly upon receipt of a signed affidavit and detailed work summary for the prior month's service. In addition, each monthly invoice shall include a

calendar of planned activities for the next quarter of the year (three [3] months forward from date of invoice).

INDEPENDENT CONTRACTOR. JANITOR shall be an independent contractor and not an employee of CITY and shall comply with all the duties hereinafter set forth and shall use JANITOR's best efforts to carry out daily service duties, weekly service duties, monthly service duties, bi-monthly service duties, and semi-annual service duties.

D. DUTIES. JANITOR shall perform all duties according to commonly accepted industry standards and practices in conformance with the Cleaning Quality Requirements and Supplemental Instructions (Exhibit "A") attached hereto and incorporated by reference to this Agreement.

1. Daily Service shall be performed in conformance with the following schedule:
 - a. 5 days per week (Sunday-Thursday) in the two (2) Water Reclamation and Reuse Facility Buildings
 - b. 3 days per week (Sunday, Tuesday, Thursday) in the Magyar Building
 - c. 5 days per week (Sunday-Thursday) in the Water Operations Building
2. JANITOR shall perform the following Daily Services:
 - a. Empty all waste and recycling baskets and dispose of contents as appropriate;
 - b. Empty, sanitize, and re-line interior of sanitary containers;
 - c. Sweep and/or dust mop and/or vacuum all floor surfaces including elevators, staircases, and landings;
 - d. Wet-mop all hard surface flooring, excluding staircases and landings;
 - e. Clean and sanitize sinks, toilets, urinals and other restroom fixtures;
 - f. Clean mirrors;
 - g. Clean and refill all restroom dispensers;
 - h. Clean and sanitize drinking fountains;
 - i. Keep Janitor closets clean and orderly; and
 - j. Wipe clean all sinks, counters and tables in conference rooms and kitchens.
3. JANITOR shall perform the following Weekly Service:
 - a. Wet mop all staircases and landings;
 - b. Clean entrance doors and entrance glass, interior and exterior (weather permitting), and any inside glass partitions, panels, or inside-of-the-building windows;
 - c. Clean interior panels/walls and threshold of elevator cab;
 - d. Dust chairs, tables and other office surfaces;
 - e. Dust counters, file cabinets, all ledges and other surfaces within reach;

- f. Remove scuff marks as necessary;
 - g. Clean interior glass up to ten feet (10') – low glass;
 - h. Clean cleared desk tops, counter tops, file cabinets, wastebaskets, and drawer faces;
 - i. Wash and clean restroom walls, doors, and kitchen walls near sinks, trash cans and ranges;
 - j. Clean stains or spots on carpets. No other carpet or upholstery cleaning is required under this Agreement;
 - k. Buff all tile, wood and terrazzo floors to maintain a high shine; and
 - l. Specified office machines shall be cleaned and dusted as indicated by building personnel.
4. JANITOR shall perform the following Monthly Service:
- a. Dust all high areas over six feet (6') in height;
 - b. Vacuum dust from all heat and air vents;
 - c. Clean light fixture exteriors; and
 - d. Vacuum all upholstered furniture.
5. JANITOR shall perform the following Bi-monthly Services (six [6] times per year):
- Strip, scrub, wax, and machine polish all tile, vinyl and terrazzo floors.
6. JANITOR shall perform the following Semi-Annual Services (two [2] times per year):
- a. Clean all interior glass over ten feet (10') – high glass (April and October);
 - b. Clean/vacuum all Venetian blinds, curtains, and/or draperies (April and October);
 - c. Wash and clean all walls as directed by the Parks and Facilities Manager or Facilities Supervisor; and
 - d. Disassemble and clean insects and dust from ceiling light fixtures (April and October).

E. ADDITIONAL JANITOR DUTIES.

- 1. JANITOR will be responsible for securing buildings upon completion of work. Water Reclamation and Reuse Facility main gate will be kept closed while cleaning crew is on site to prevent unauthorized access. Access code to Water Reclamation and Reuse Facility is required and will be furnished. JANITOR has a duty to ensure access is only permitted during authorized times pursuant to this Agreement and that JANITOR does not provide the code to anyone outside JANITOR'S employ.
- 2. JANITOR will be responsible to see that all work is completed between 6:00 p.m. and 7:00 a.m. except Sundays, provided that JANITOR shall work around meetings in said buildings taking place after 6:00 p.m.

3. JANITOR shall provide a schedule of periodic floor cleaning dates in advance. Each monthly invoice shall include a calendar of planned activities for the next quarter of the year (three [3] months forward from date of invoice), Item C of this Agreement.
 4. JANITOR will attend a monthly meeting with appropriate CITY officials for the purpose of evaluating the previous month's work.
 5. JANITOR shall report material and supply needs on a weekly basis (preferably Thursday's) to the Facilities Supervisor, with the intent of having enough supplies on hand at all facilities for the work week.
- F. SUBCONTRACTING, SUCCESSORS, AND ASSIGNS. The duties and work described above and herein shall be accomplished by JANITOR and shall not be subcontracted, assigned or transferred by JANITOR to other parties. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement.
- G. INSURANCE/WITHHOLDINGS. JANITOR expressly understands and agrees that JANITOR shall be fully responsible for JANITOR's workers compensation insurance, State and Federal withholding taxes, FICA withholding, etc. JANITOR further agrees that JANITOR shall be solely responsible for JANITOR's employees; and, further, JANITOR shall carry all applicable workmen's compensation insurance on said employees, if applicable. JANITOR agrees to indemnify and hold CITY harmless for any damages or claims of whatever nature of JANITOR or JANITOR's employees.
- H. INSURANCE. JANITOR warrants that it shall obtain and will maintain at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage. The comprehensive general liability insurance shall have at a minimum a coverage of at least Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate. The amounts of such insurance shall not be deemed as a limitation of the indemnity and hold harmless covenant contained herein, and in the event CITY becomes liable for an amount in excess of such insurance coverage, JANITOR shall indemnify and hold harmless CITY for the whole thereof.

JANITOR shall furnish CITY with policies or certificates of insurance to demonstrate that it has procured such insurance and CITY has been named as an additional insured therein. Such policies or certificates shall contain the following provision:

"It is agreed that City of Moscow, State of Idaho, is added as an additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to City under any other third-party liability policy. It is further agreed that the 'other insurance' condition of this policy is amended to conform therewith."

Such policies or certificates of insurance shall contain the covenant of the insurance carrier that thirty (30) days' written notice shall be given to CITY prior to modifications, cancellations or reduction in coverage of such insurance.

- I. **TERMINATION.** This Agreement may be terminated without cause at any time by CITY giving JANITOR thirty (30) calendar days notice in writing of its intention to terminate the same.
- J. **MISSED DAYS.** A prorated deduction shall be made from the monthly installment for any and all scheduled days during a month in which a building is not cleaned or in which a building was not cleaned in a satisfactory manner pursuant to the duties required to be performed by JANITOR pursuant to this Agreement.
- K. **FAILURE TO PERFORM.** If JANITOR fails to perform and fulfill any of the duties pursuant to this Agreement, CITY may immediately terminate this Agreement with no notice required, and payment may be withheld for JANITOR's failure to perform, and CITY may deduct any money owed to JANITOR to cover the cost of hiring another contractor to remedy JANITOR's failure to perform.
- L. **BONDING.** JANITOR shall obtain, at JANITOR's sole expense, a fidelity bond in the amount of Five Thousand Dollars (\$5,000) per employee. Such bond must be furnished to CITY within five (5) days of commencing work under this Agreement. Such bond shall apply to all work performed pursuant to this Agreement, whether actually performed by JANITOR, JANITOR's employees, or subcontractors.

In lieu of such bonding, JANITOR may substitute an insurance policy that provides coverage at least as extensive as the bond herein required, provided, however, that such substitute coverage continues uninterrupted during the full term of this Agreement and is approved by CITY prior to substitution by JANITOR. JANITOR shall inform CITY of any change in substitute coverage within thirty (30) days prior to such change.

- M. **JURISDICTION, VENUE, AND NON-WAIVER.** It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to not exercise any of its rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
- N. **COSTS AND ATTORNEY FEES.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses. In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

- O. **INDEMNIFICATION.** JANITOR waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to JANITOR's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees. Further, JANITOR shall indemnify, hold harmless, and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of JANITOR's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees.

If CITY is determined to be solely negligent by a final decision in a court of law and such sole negligence by CITY directly results in judgment(s), costs, and/or expenses to JANITOR, then CITY shall reimburse JANITOR for the portion of such judgment(s), costs and/or expenses attributed to CITY as a result of such determination of CITY's sole negligence.

- P. **MODIFICATION.** This Agreement constitutes the entire agreement between CITY and JANITOR. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the Parties unless set forth in writing and signed by both Parties.
- Q. **SEVERABILITY.** The illegality, invalidity or unenforceability of any term, condition, or provision of this Agreement shall in no way impair or invalidate any other term, condition, or provision of this Agreement. All such other terms, conditions, and provisions shall remain in full force and effect.
- R. **EMPLOYMENT DISCRIMINATION.** It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex, national origin, physical or mental disability, age, marital or familial status (including pregnancy), sexual orientation, and gender expression or identity. JANITOR shall not discriminate against any employee or applicant for employment. JANITOR's action under this Section shall include, but not be limited to, the following: 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. JANITOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.
- S. **CONFLICT OF INTEREST.** JANITOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Duties which would conflict in any manner or degree with the performance of its services hereunder. JANITOR further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, JANITOR shall immediately disclose such conflict to CITY.
- T. **LICENSE AND ADHERENCE TO LAW.** JANITOR represents to possesses the skill and experience necessary and all licenses required to perform the Duties under this Agreement. JANITOR further agrees to comply with all applicable Federal, State and Local Statutes and

Regulations in the performance of the Duties hereunder, and such laws and regulations are hereby made part of this Agreement and shall be adhered to at all times. Violation of any of these Statutes or Regulations by JANITOR shall be deemed material and shall subject JANITOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of JANITOR will, in any way, serve to modify the provisions of this requirement. JANITOR and its surety shall defend, hold harmless, and indemnify CITY and its employees, agents, and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by JANITOR, JANITOR's officers, agents, employees, or its subcontractors.

- U. NOTICE. Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following address:

JANITOR:

Viva Cleaning Company
209 N. Washington Street
Moscow, Idaho 83843

CITY:

City of Moscow
206 East Third Street
PO Box 9203
Moscow, Idaho 83843

- V. AGREEMENT DOCUMENTS. This Agreement consists of the following documents:

1. This Agreement; and
2. Cleaning Quality and Requirements and Supplemental Instructions (Exhibit "A").

- W. APPROVAL REQUIRED. This Agreement shall not become effective or binding until approved by the City of Moscow.

- X. AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have set their hand this ____ day of _____, 2022.

JANITOR:

CITY OF MOSCOW:

Virginia Vivar, General Manager

Arthur D Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, appeared, Virginia Vivar, known to me to be the person named above and acknowledged to have executed the foregoing Professional Services Agreement as the duly authorized representative of Viva Cleaning Company.

Notary Public for the State of _____
Residing at _____
My commission expires _____

EXHIBIT "A"

CLEANING QUALITY AND REQUIREMENTS AND SUPPLEMENTAL INSTRUCTIONS

Services performed under this Agreement shall be subject to inspection and approval by City of Moscow, (hereinafter "CITY"). These requirements are an outline of general expectations of cleanliness, but are not meant to replace or supersede the latest industry standards or materials and equipment manufacturer's recommendations.

Each of JANITOR's employees shall be equipped with the necessary equipment to carry out the proper performance of the cleaning as specified. This equipment shall be available and in possession of the Janitor's employees at all times while carrying out their duties.

This Exhibit outlines the minimum acceptable quality standards:

A. Floor Maintenance

1. General. For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets, or other similar items shall be stacked on desks, tables, or window sills. This is necessary to avoid damage and to avoid disturbing work on the desks. Upon completion of work, all furniture and equipment must be returned to its original position.

Baseboards, walls, stair risers, furniture, and equipment shall in no way be splashed, disfigured, or damaged during these operations.

Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions. This applies during inclement weather, as well as during cleaning operations. All tools and equipment shall be maintained in clean condition at all times and neatly stored each night in the assigned storage areas.
2. Sweeping and Damp-Mopping. After sweeping and damp mopping operations, all floors shall be clean and free of dirt streaks; no dirt shall be left in corners, behind radiators, under furniture, behind doors, or on stair landings and treads. No dirt shall be left where sweepings were picked up. There shall be no dirt, trash, or foreign matter under desks, tables, or chairs when task is completed.
3. Wet Mopping. The floors shall be properly prepared, and thoroughly swept to remove visible dirt and debris; this includes removal of wads of gum, tar, and similar substances from the floor surface. On completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc. Floors shall be properly rinsed and dry mopped to represent an overall appearance of cleanliness. All surfaces shall be dry and corners and cracks clean after wet mopping or scrubbing.
4. Finishing and Buffing. Proper preparation of a floor, before refinishing, is considered the most important procedure in floor maintenance. Therefore, special attention shall be given to the following requirements: apply proper finish removers, stripping agents and synthetic detergents to the floor. Scrub with a floor-scrubbing machine or agitate with a mop to remove all dead finish, soap film, dirt, and stains. Pick up dirty solution with mop, squeegee,

or wet-vacuum, and thoroughly rinse with clean water and dry. Finish shall be applied in a thin, even coat. The number of coats applied will depend on the type and condition of floor.

5. Damp Mopping and Buffing. At the stated frequencies, floors shall be damp-mopped and buffed between regular finishing operations. The floor shall be prepared by sweeping to remove all visible dirt and debris; damp-mop with a clean mop that has been dampened in clean-cold rinse water. The floor area shall then be machine buffed to a polished appearance.
6. Rug Vacuuming. The rug or carpet area is to be vacuumed to remove all dirt, dust, and litter. The rug is to be vacuumed to remove all obvious surface dirt from traffic areas and from under furniture. Obvious surface dirt referred to is any visible foreign matter found on the floor, rug, or carpet surface.
7. Miscellaneous.
 - a. Rugs and Entrance Mats. After each thorough vacuuming, all rugs shall be clean, free from dust balls, dirt, leaves, ice melt product, and other debris.
 - b. Toilets. Special attention shall be given to floors around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.

B. Dusting

Normal or low dusting includes all levels up to six feet (6') in height. All high dusting will be over six feet (6') in height up to ceiling level. Dust shall not be moved from spot to spot, but removed directly from the areas in which it lies by the most effective means such as appropriately treated dusting cloths, specialized vacuum tools, etc. When performing high dusting, dust shall not be allowed to fall from high areas onto furniture and equipment below. Dusting devices which merely displace or redistribute the matter, such as feather dusters, will not be used unless treated to attract and hold matter. The following conditions shall exist after the completion of each dusting task:

1. There shall be no dust streaks on surfaces.
2. Corners, crevices, moldings, and legs shall be free of all dust.
3. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.
4. Cobwebs will be removed.
5. Any articles moved to accomplish the task shall be returned to their original position.

C. Damp-Wiping

This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks and smudges from walls, glass and other specified surfaces and then drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp-wiping in toilet areas, a multipurpose (disinfectant-deodorizing) cleaner shall be used.

D. Bright Metal Polishing

Bright metal polishing may be performed by damp wiping and drying with a suitable cloth if a polished appearance may be attained. However, if a polished appearance cannot be produced, an appropriate metal polish shall be used.

E. Facility Policing

This job includes performance of the following tasks at the stated frequencies: picking up and removing from inside the building all paper, trash, empty bottles, wads of gum, spots of tar, and other foreign substances or other discarded materials; mopping up wet areas caused by spillage, accidents, or inclement weather.

F. Glass Cleaning

1. Cleaning of glass is cleaning the inside glass surfaces within reach and the surrounding boundary of the applicable area. After each washing operation, all glass shall be clean and free of dirt, grime, streaks, excessive moisture and shall not be cloudy. Window sashes, sills, woodwork surrounding interior glass and other such surroundings shall be thoroughly wiped free of drippings, watermarks, dust, and dirt.
2. Any items moved to accomplish glass cleaning are to be returned to their original positions upon completion of tasks.

G. Porcelain Ware and Chrome/Stainless Steel Cleaning

1. Porcelain and Chrome/Stainless Steel fixtures (drinking fountains, wash basins, urinals, toilets, etc.) shall be clean and bright. There shall be no dust, spots, stains, rust, green mold, encrustation or excess moisture.
2. Walls and floors adjacent to fixtures shall be free of spots, drippings, and water marks.
3. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.

H. Spot Cleaning

Following this cleaning operation, smudges, marks, liquids, stains, or spots shall have been removed from the designated areas, carpets, mats, or fixtures, without causing discoloration. Spot cleaning is required only in immediately affected areas.

I. Disinfecting

Applications of a germicidal solution to surface kill or neutralize 99.9% of the material containing or supporting the growth of bacterial/viral organisms. Surfaces should remain "wet" for a minimum of ten minutes or per manufacturer's recommendations.

J. Dispenser Cleaning and Servicing

Dispenser cleaning/servicing requires damp-wiping dispensers with a disinfectant, checking/filling of all paper towel, toilet tissue, seat covers, soap, and/or any other dispensers which may be identified by the City. Dispensers to be left in a disinfected, dusted, clean uniform appearance, shining where applicable.

K. Blinds

Blinds shall be cleaned by vacuum or professional dusting device, treated to attract matter. Blinds shall be free of dust and provide an overall clean appearance.

L. Trash and Recycling Receptacles

Clean and disinfect receptacles as needed, by wiping and/or washing exterior/interior of receptacle and/or flap with a germicidal cleaner and the replacement of the appropriate sized plastic liner.

M. Restroom and Shower Stall Cleaning

Procedures to include removal of trash, graffiti markings, cleaning of floors, fixtures, urinals, toilets, receptacles, faucets, handles, dispensers, walls, partitions, stalls, and doors with a germicidal cleaner. All glass, chrome, and stainless steel surfaces shall be cleaned and buffed to a shine. Plastic surfaces shall be clean and dust free.

N. Carpet Cleaning

Carpet cleaning shall be limited to spot cleaning. Carpet cleaning is not included within this contract.

O. SDS Books

JANITOR to maintain current, up-to-date, Safety Data Sheet books/folders at each specified location.

SUPPLEMENTAL INSTRUCTIONS

A. GENERAL

1. Quality cleaning will be required, including full performance of all specified daily services on the first official working day of the Agreement period.
2. JANITOR shall supply CITY with a current list of employees assigned to clean CITY facilities. The list shall be updated promptly as employee turnover occurs.
3. JANITOR shall prohibit their employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official CITY use.
4. JANITOR shall require his or her employees to comply with the instruction pertaining to conduct and building regulations issued by duly appointed officials.
5. JANITOR shall either notify each employee when first hired of the locally applicable wage rates JANITOR is required by law to pay or shall post said wage rates on their employee bulletin board.
6. JANITOR is responsible for damage caused due to negligence in the performance of this Agreement.
7. JANITOR shall provide all equipment and cleaning supplies required.
8. All cleaning must be done in conformance with safety and other local laws and regulations.
9. JANITOR's employees are not allowed to make decisions as to whether or not a particular area or room in a facility needs to be cleaned or not. If the item is included in this Agreement, JANITOR's employee will be required to perform the cleaning service as detailed.
10. All exterior windows are excluded from this Agreement, except for entry way glass and sidelights.
11. Except for weekly spot and stain cleaning, no other carpet cleaning is contemplated under this Agreement.

12. JANITOR's employees, when in or on CITY property performing cleaning or inspection duties, must have an Employee Identification photo card attached to themselves via a neck lanyard. Said card to include the employee's name and date of hire, along with the name of JANITOR in a clear and concise manner.
13. JANITOR's employees, when in or on CITY property performing cleaning or inspection duties, must be wearing a uniform shirt or uniform with JANITOR's name clearly printed or embroidered on the front of the shirt. JANITOR's employees shall be neat and clean in appearance at all times.
14. JANITOR shall provide adequate personnel, trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain CITY facilities on a day-to-day basis during the scheduled times indicated. Janitor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the employees on the same schedule in the same area for as long as possible. If a change in staff is necessary, CITY shall be notified prior to the change if possible or quickly thereafter. In addition, JANITOR staff shall have the ability to:
 - a. Read, write, speak and understand the English language; and
 - b. Have the necessary public relation skills to deal with CITY employees and customers in a professional, courteous, businesslike manner.
15. CITY will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. CITY reserves the right to require the Janitor to remove any janitorial personnel from further duty at CITY facilities, without cause and without the right to recover damages by such JANITOR employee or by JANITOR from CITY. JANITOR shall promptly remove and replace an individual JANITOR employee when requested to do so by CITY.
16. Provide a Project Manager who shall be responsible for the performance of the Services and remain JANITOR's contact person for the duration of the Agreement. The Project Manager shall establish a routine for communications with CITY Parks and Facilities Manager to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of meetings may vary as determined by the Parks and Facilities Manager or designee. The Project Manager shall be readily available to review overall performance, deal with emergency callouts, receive special instructions regarding cleaning items, or discuss other pertinent issues regarding Services or JANITOR's performance.
17. Provide to the Parks and Facilities Manager, and post in all janitorial closets, Safety Data Sheets for all chemicals used or stored in the buildings.
18. Provide adequate field supervision to ensure janitorial staff arrive at assigned posts on time, perform their duties as described, and provide backup as needed during required work hours. A daily checklist shall be completed by each janitorial employee, indicating completion of daily work tasks as detailed herein. Completed checklists to be legibly signed, dated, and left onsite in a log book provided by JANITOR. A written plan for providing supervision must be included with the proposal submittal, along with a daily checklist sample.
19. Develop an internal monitoring system to ensure service quality, which shall include regularly scheduled written inspections with a copy to the Parks and Facilities Manager.

The Parks and Facilities Manager may choose to inspect with JANITOR. A written plan for such regular evaluations must be included with the proposal submittal.

20. Break down any cardboard boxes generated by supplies, materials, equipment, and other consumables and place in the appropriate dumpster.
21. Report to the Parks and Facilities Manager immediately upon discovery any vandalism and/or damage to CITY property.
22. Inform employees that CITY equipment, computers, refrigerators, closets, office supplies, telephones, copiers, are off limits to JANITOR or JANITOR's employees.
23. Buildings shall be cleaned after normal CITY working hours.
24. Security must be maintained at all facilities, no doors to be propped open or left unsecured. Key access will be provided to various CITY facilities by the Parks and Facilities Manager or designee; JANITOR is responsible for key sets and their return upon conclusion of this Agreement. JANITOR will be provided sign in/out procedures as needed during the course of this Agreement, and is responsible to assure CITY procedures are followed.

B. STORAGE SPACE, JANITOR'S CLOSETS AND LOCKER ROOMS

Space available in the buildings for this purpose will be assigned to JANITOR for the storage of bulk supplies and the equipment to be used in the performance of work under this Agreement. All space shall be kept in a neat, orderly condition.

JANITOR's closets, located at various points throughout the buildings, may be used by JANITOR for storing equipment including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be clean and in order.

Failure to keep any of the facilities described above in a clean condition may result in the withdrawal of the privilege of using them.

CITY shall not be responsible in any way for damage to JANITOR's stored supplies, materials or equipment, the supplies, materials or equipment kept throughout the building in JANITOR's closets, or JANITOR's employees' personal belongings brought into CITY buildings.

BUILDING FLOOR AREAS AND TYPE

Building	Net Square Footage	Type Floor
WRRF		
Restrooms/locker rooms(2)	390	tile
Offices(5)	1505	tile
Lab	587	tile
Breakroom	305	tile
Entry	63	tile
Reception/copy/hallways	740	tile
Magyar Building		
Entry	49	tile
Reception/lobby/hallways	1350	carpet
Offices(8)	1272	carpet
Conference room	342	carpet
Stairs	50	carpet
Restrooms	75	tile
Water Operations Building		
Offices(3)	367	tile
Breakroom	625	tile
Hallway/copy	164	concrete
Restrooms(4)	148	tile

COMMITTEE STAFF REPORT

DATE: Monday, December 12, 2022



RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Idaho Airport Aid Program - Grant Agreement (ACTION ITEM) - Alisa Anderson

DESCRIPTION

The Pullman-Moscow Regional Airport has applied for a grant from the Idaho Transportation Department - Division of Aeronautics from the Idaho Airport Aid Program for the construction of a new terminal building. The grant request has been awarded for \$7,500 with a required project completion date of June 30, 2027. The required grant match funding will be provided by Federal grants already received by the Pullman-Moscow Regional Airport. The attached Resolution authorizes the acceptance of the award in accordance with all Federal, State, and Local regulations and the execution of the Grant Agreement by the Mayor.

STAFF RECOMMENDATION

Recommend approval to authorize acceptance of the Idaho Airport Aid grant award of \$7,500 from the Idaho Transportation Department - Division of Aeronautics and approve the corresponding Resolution.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval to authorize acceptance of the Idaho Airport Aid grant award of \$7,500 from the Idaho Transportation Department - Division of Aeronautics and approve the corresponding Resolution, or provide staff further direction.

FISCAL IMPACT

State Funding to match FAA Federal Funding award – No City match required.

PERSONNEL IMPACT

N/A

ATTACHMENTS

1. F238PUW Grant Offer Letter
2. Resolution 2022 - Airport Terminal Grant Acceptance_final



IDAHO TRANSPORTATION DEPARTMENT

Division of Aeronautics
1390 W Gowen Road

Boise ID 83705

(208) 334-8775
itd.idaho.gov/aero

12/5/2022

Bill Lambert, Mayor
City of Moscow
PO Box 9203
Moscow, ID 83843

**GRANT AGREEMENT - IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-23 for the Pullman-Moscow Regional Airport
FS PROGRAM NUMBER: F238PUW**

PROJECT DESCRIPTION: Construct Terminal Building

This grant is in the amount of \$7,500.00 to match \$1,125,833.33 from City of Moscow.

Dear Mayor,

The Idaho Division of Aeronautics is pleased to offer your airport this matching grant to assist in financing improvements to your airport during State FY-23. Enclosed is an electronic copy of the Grant Offer for the Idaho Airport Aid Program. Please read this letter and Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- Provide authority to execute the grant to the individual signing the grant
- Have the City Council ratify both the Grant Agreement and the City Resolution
- Authorized representative must execute the grant no later than 3/31/2023
- A final, .pdf copy of the grant will be e-mailed once all parties have signed
- Please have the City Clerk attest to and sign

To ensure proper stewardship of State funds, you are expected to submit payment requests for reimbursement of allowable incurred expenses in accordance with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Each payment request for reimbursement will include the following items:

- Request for Reimbursement letter stating FS Program #, request #, invoice total, and reimbursement requested
- FAA Form 270/271 or DELPHI eINVOICING PAYMENT SUMMARY WORKSHEET
- Applicable Invoices/Outlay Reports

I look forward to working with the City on this project. If you have any questions regarding the acceptance of this grant, please call me at (208) 334-8640.

Sincerely,

Jennifer L. Schildgen

Jennifer L. Schildgen
Airport Planning Manager

RESOLUTION NO. 2022 – ____

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ACCEPTING THE GRANT OFFER OF SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) FROM THE STATE OF IDAHO THROUGH THE IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF AERONAUTICS; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the City jointly operates the Pullman-Moscow Regional Airport with the City of Pullman, in accordance with applicable Federal, State, and Local regulations; and

WHEREAS, the City of Moscow has received a grant offer from the State of Idaho under the Idaho Airport Aid Program for the construction of a terminal building for the Pullman-Moscow Regional Airport; and

WHEREAS, said grant offer requires acceptance from the City of Moscow via Resolution;

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

SECTION 1: All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following sections of this Resolution.

SECTION 2:

1. That the City of Moscow shall accept the Grant Offer of the State of Idaho in the amount of \$7,500, for the purpose of obtaining State Aid under FS program Number: F238PUW, Project Number: AIP061-062 in the development of the Pullman-Moscow Regional Airport Project; and
2. That the Mayor of the City of Moscow is hereby authorized and directed to sign the Statement of Acceptance of said Grant Offer on behalf of the City of Moscow as detailed in Attachment A, the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City of Moscow on the aforesaid Statement of Acceptance; and
3. That a true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

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

SECTION 4: EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of _____, 2022.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2022 and attest to the Mayor's signature.

Taylor Riedner, Deputy City Clerk

ATTACHMENT A

**GRANT AGREEMENT
IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-23**

TO: City of Moscow, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT,
DIVISION OF AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Pullman-Moscow Regional Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: Construct Terminal Building
FS Program Number: F238PUW
Project Number: AIP061-062

NOW THEREFORE, for the purpose of carrying out the provisions of the Uniform State Aeronautics Department Act; Title 21 of the Idaho Code, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than a lump sum amount of \$7,500.

This Grant incorporates the following terms and conditions:

1. The STATE affirms that:
 - A. The maximum obligation of the STATE payable under this Grant shall be \$7,500.00.
 - B. This grant expires on June 30, 2027 and the STATE shall have no further obligation after that date.
2. The SPONSOR shall:
 - A. Certify the availability of at least \$1,125,833.33 to match STATE participation in said project.
 - B. The Airport Sponsor agrees to comply with the regulations relative to non-discrimination in State assisted programs of the Idaho Transportation Department.

- C. Diligently and expeditiously complete this project by June 30, 2027 and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.
- D. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.
- E. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures outlined in Idaho Statute Title 67, Chapter 92 of the Idaho Code and Title 2 CFR part 200 and provide solicitation documentation to the STATE.
- F. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.
- G. No State funds will be paid to the SPONSOR in any case until it certifies in writing that it has funds available and will spend at least the amount designated for this project in the Grant Agreement, solely for the project in question.
- H. The SPONSOR agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project.
- I. The SPONSOR shall grant no exclusive use or operating agreements, to any person, company, or corporation. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.
- J. Agrees to fulfill the FAA assurances applicable to this project and follow the requirements in 49 USC 471 Airport Development. (Only applies to FAA funded projects)
- K. Agrees to follow and include applicable FAA required contract terms to any associated contracts granted in association with this grant. (Only applies to FAA funded projects)
- L. Submit with this accepted Grant Agreement the full name of the local Project Manager/Inspector along with full contact information including work phone number, cell phone number, fax number, email address, and postal mailing address. Also include a job related contact that will know the whereabouts of and can contact the Project Manager/Inspector quickly for Grant related matters.
- M. Use the provided "Project List and Submittals" form to monitor the project's progress. The SPONSOR will submit the form when submittals are made, and

provide the completed form, along with the reports, as part of the closeout documents.

- N. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.
- O. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport.
- P. SPONSOR must develop the airport in accordance with current Idaho Division of Aeronautics design and construction standards.
- Q. SPONSOR cannot allow any activity or action on the airport that would interfere with its use for airport purposes.
- R. SPONSOR must allow all types, kinds, and classes of aeronautical activities use the airport. This includes such activities as parachute jumping and ultralight vehicles. One possible reason for not allowing an aeronautical activity on the airport is if it cannot be conducted safely. The final safety determination is the responsibility of the Idaho Division of Aeronautics.
- S. SPONSOR must allow people to service their own aircraft according to all applicable Federal Aviation Regulations (FARs). IDAPA 39.04.01
- T. All revenue generated on the airport by the Sponsor will be used for airport purposes only.
- U. SPONSOR should have a master plan or an airport or heliport layout plan to be eligible for participation in the allocation program. The plan must be accepted by the Division of Aeronautics. IDAPA 39.04.01
- V. SPONSOR will have proof of ownership or lease of all land upon which any project is proposed in order to protect the investment of public funds.
- W. SPONSOR will have compatible land use and height zoning for the airport to prevent incompatible land uses and the creation or establishment of structures or objects of natural growth which would constitute hazards or obstructions to aircraft operating to, from, on, or in the vicinity of the subject airport. Idaho Statute 67-6508q
- X. That any Exclusive Operating or Use Agreement shall Automatically Obligate the Immediate and full Return of all State of Idaho money expended in behalf of the Project to the State of Idaho.
- Y. SPONSOR will maintain a fee and rental structure for services and facilities at the airport which will make the airport as self-sustaining as possible taking into

account such factors as the volume of traffic and economy of collection. The Division of Aeronautics can provide assistance with establishing the structure base.

- Z. SPONSOR is required to make selection for professional engineering or construction management pursuant to Idaho Code Title 54 and will provide evidence of based selection to the Division of Aeronautics. Idaho Code 67-2320
- 3. The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.
- 4. The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.
- 5. This offer shall expire and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR on or before 3/31/2023 or such subsequent date as may be prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

6. Inspection Schedule and Reporting System:

Inspection Schedule and Reporting System will vary for each project. The SPONSOR must make reports and be subject to inspections on the following schedule:

- A. SPONSOR shall report project commencement date.
- B. SPONSOR shall make quarterly reports during construction.
- C. SPONSOR shall receive approval prior to any change in the scope of the project.
- D. SPONSOR shall report project completion date and request final inspection and payment.
- E. STATE may participate in the final inspection and shall sign off the project as completed.
- F. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The execution of this instrument by the SPONSOR and ratification and adoption of the project application incorporated herein provides proof of the Sponsors commitment, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics

By: Jeffrey L. Marker
Jeffrey L. Marker, Administrator

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 2022.

By: _____
Arthur D. Bettge, Mayor
City of Moscow, City Council

ATTEST:

Taylor Riedner, Deputy City Clerk

I, Taylor Riedner, Deputy City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the _____ day of _____, 2022, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this _____ day of _____, 2022.

Taylor Riedner, Deputy City Clerk