

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, June 3, 2024

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public. 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; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

National Pollinator Week

REGULAR AGENDA

- 2. Mayors Appointments (ACTION ITEM)**
- 3. Public Comment and Mayor's Response Period (limit 15 minutes)**
- 4. Citizen Commission Report - Moscow Transportation Commission - Cody Riddle / Scott Sumner**
- 5. Public Hearing: Idaho Community Development Block Grant - Status of Grant Funded Park Project Activities (ACTION ITEM) - Alisa Anderson**

In November 2020, the City of Moscow received an Idaho Community Development Block Grant (ICDBG), in the amount of \$225,000, from the Idaho Department of Commerce. This funding is allocated to the State of Idaho from the U.S. Department of Housing and Urban Development. The funds have been, and are currently being used, to remodel the Mountain View Park restrooms and to purchase and install a prefabricated restroom at Indian Hills Park. The hearing will include a review of project activities, schedule and accomplishments to date, a summary of all expenditures, a general description of remaining work, and any changes made to the scope of work, budget, schedule, location or beneficiaries. Verbal and written questions and comments will be accepted at the public hearing.

PROPOSED ACTIONS: Conduct a public hearing regarding project activities and accept public comment.

6. East City Park Stage Project Update - Cody Riddle

In 2010, the City contracted with Design West Architects to explore alternative designs for the replacement of the aging stage at East City Park. The project began with a series of stakeholder meetings that led to the creation of three alternative designs. These designs were presented to the broader community for input at various locations, and events throughout town over the summer and early fall. The effort culminated in a presentation to the City Council on September 20, 2010.

The presentation included a summary of outreach, an overview of the design process, including the alternatives explored, and the results of public polling that occurred as part of the effort. Based on the 2010 effort, and with Council support for the overall concept, in the summer of 2012, the City proceeded with a detailed design for the first phase of the project, a restroom building that would serve as the backdrop for the full build-out. Construction of the restroom building was completed in the spring of 2013. The need to replace the wooden structure has been recognized for years, as reflected in the Capital Improvement Plan. However, the stage deteriorated quicker than anticipated, and during routine maintenance this spring, it became clear the cover would need to be removed immediately to ensure public safety. To advance the new stage construction, on May 6, 2024, the Council approved a design agreement with Design West Architects to prepare a 30% design and cost estimate based on the 2010 master plan. As that work begins, Ned Warnick from Design West Architects, along with City staff, will provide an overview of the East City Park Stage replacement project and outline a plan for a new round of public outreach.

PROPOSED ACTIONS: Accept report and provide feedback as appropriate.

7. Homeland Security Investigations Joint Task Force Reimbursement Agreement (ACTION ITEM) – Anthony Dahlinger

Detective Mowery is a full-time affiliate member of the Idaho Internet Crimes Against Children (ICAC), which is overseen by the Idaho Attorney General's office. He is also a Task Force Officer with Homeland Security Investigations (HSI), which allows him to assist in the investigation and prosecution of ICAC cases at the federal level. The Reimbursement of Expenses in the Joint Operations Agreement establishes procedures for reimbursement by HSI for overtime incurred while working these cases. Homeland Security Investigations (HSI) is the criminal investigative branch of U.S. Immigration and Customs Enforcement. HSI is not involved with enforcing immigration laws but is directed to enforce federal criminal statutes nationwide. The Idaho Attorney General's Office is seeking this Agreement solely to reimburse Detective Mowery's overtime for investigations of ICAC cases.

PROPOSED ACTION: Approve the Agreement between the U.S. Immigration and Customs Enforcement, Homeland Security Investigations, and the Moscow Police Department to allow for reimbursement by HSI; or provide staff with further direction.

8. Moscow-Pullman Airport Federal Grant Preauthorization Request (ACTION ITEM) – Bill Belknap

The City of Moscow jointly operates the Pullman-Moscow Regional Airport with the City of Pullman and jointly serves as the sponsor for any federal grant funds. The airport has applied for Federal grant funds to support two projects at the airport. The first is to conduct the final phase of the airport master plan which will focus on the development of additional elements of the facility including general aviation, cargo, commercial, and charter operations. The airport has requested \$1.5 Million to support this work, which will have a local match requirement of between \$100,000-\$150,000 depending upon the grant award. The second grant project includes Phase 4 of the terminal apron construction which will add 2,700 square feet of additional apron space. The grant request for the apron project is \$3.5 Million with a local match requirement of \$388,889. Local match requirements for both projects will be funded by the airport from airport revenues. It is anticipated that the turnaround time between receipt of the award and the time permitted to accept the grant and return the required grant documents will be limited, so staff is seeking the

Council's preauthorization to accept the grant awards and execute any necessary documents. A resolution has been prepared for the Council to grant the preauthorization approval.

PROPOSED ACTIONS: Approve the resolution providing preauthorization to accept up to \$5 Million in federal grant funding; or take other action as deemed appropriate.

REPORTS

City Council

Mayor

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.

NATIONAL POLLINATOR WEEK PROCLAMATION

- WHEREAS,** pollinator species, such as birds, bats, bees, and other insects play a vital role in producing crops grown in the United States, ensuring Americans have a variety of fruits, vegetables, and nuts to support a healthy diet.
- WHEREAS,** pollinators provide significant environmental benefits that are necessary for maintaining healthy, diverse ecosystems in towns and cities; and
- WHEREAS,** 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; and
- WHEREAS,** pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and
- WHEREAS,** pollinators are essential for healthy, biodiverse ecosystems across public and private lands, including agricultural lands and National Forests and grasslands. These lands provide forage, fish and wildlife, timber, water, mineral resources, and recreational and economic development opportunities for communities across America.
- WHEREAS,** the City of Moscow manages parks, public landscaping, and other public lands that includes greenways and wildlife habitats; and

NOW, THEREFORE, I, Art Bettge, Mayor for the City of Moscow, do hereby proclaim June 17th through June 23rd, 2024 as

National Pollinator Week

And, as the City of Moscow is an affiliate of Bee City USA®, urge all citizens to recognize this observance.

DATED this 3rd day of June, 2024.

Arthur D. Bettge, Mayor



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 3, 2024



AGENDA ITEM TITLE

Public Hearing: Idaho Community Development Block Grant - Status of Grant Funded Park Project Activities (ACTION ITEM) - Alisa Anderson

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

In November 2020, the City of Moscow received an Idaho Community Development Block Grant (ICDBG), in the amount of \$225,000, from the Idaho Department of Commerce. This funding is allocated to the State of Idaho from the U.S. Department of Housing and Urban Development. The funds have been and are currently being used to remodel the Mountain View Park restrooms and to purchase and install a prefabricated restroom at Indian Hills Park. The hearing will include a review of project activities, schedule and accomplishments to date, a summary of all expenditures, a general description of remaining work, and any changes made to the scope of work, budget, schedule, location or beneficiaries. Attached to this report is the Executive Summary from the original grant request, the Award Letter and Contract, and a project update report. Verbal and written questions and comments will be accepted at the public hearing.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Conduct a public hearing regarding project activities and accept public comment.

STAFF RECOMMENDATION

Conduct a public hearing regarding project activities and accept public comment.

OTHER RESOURCES

FISCAL IMPACT

ICDBG award of \$225,000 to be matched with a combination of in-kind staff time and cash of \$110,662.

PERSONNEL IMPACT

City of Moscow Grants, Engineering, Public Works, and Parks staff.

ATTACHMENTS

1. Executive Summary Project Description
2. ICDBG Moscow Parks Award Letter.Contract
3. ICDBG Parks Project Update.Final

Mountain View and Indian Hills Park Improvements Grant Request - Executive Summary

The City of Moscow's Parks and Recreation Department is a citizen-friendly and customer driven organization established to create and maintain quality parks and open space, recreational and educational services for all citizens, that promotes accessibility, quality of life, community involvement and strategic planning for the community's future needs. Moscow offers a wide variety of park facilities to satisfy the community's recreation needs to include quiet picnic spots with opportunities for viewing wildlife and playgrounds for kids of all ages to places to relax in the sun or participate in your favorite outdoor sports and activities. The City of Moscow is submitting this grant proposal under the new ICDBG Public Parks funding category. The proposed Public Parks ADA improvements will enhance accessibility at both Mountain View Park (MVP) located at the northeast limits of Moscow, and Indian Hills Park (IHP) situated in the southeast limits.

MVP is one of Moscow's largest parks and was purchased in 1978 and development began in 1983 with the assistance of the Boy Scouts who donated and installed a pedestrian bridge over Paradise Creek. MVP is located on Mountain View Road north of Moscow Middle School and hosts a majority of the Parks and Recreation Department's sport activities. Paradise Creek and Paradise Path run through this park, which includes large, open, grassy fields for games, as well as ball fields for sports. Since 2012 the City has been updating the park to include upgrading the parking lots and replacement of the playground. In 2015 a portion of the park was designated for off-leash dog play. In 2016 the restroom/maintenance building was reroofed and in 2017 pickleball courts were added to the basketball court, thus creating a multi-use court. MVP amenities also include baseball fields, bicycle racks, covered picnic shelter with barbeque grills, drinking fountain, football field, open play area, picnic area, playground, restrooms, soccer, tri-level spectator benches, interpretive signage and dog sanitation station.

Moscow's newest park, Indian Hills Park is 1.2 acres and was obtained by the City in 2008 through parkland dedication requirements for the Indian Hills 6th Addition subdivision. In 2014 additional property was purchased with a \$40,000 donation plus another lot was gifted to the City. In 2017 an additional donation of \$25,000 assisted the City with the purchase of the play structure so the park could be developed. IHP features two play structures - one designed specifically for children ages 2-5 and another for ages 5-12 with swings for all ages! The park also has safety surfacing and an accessible pathway to the playground.

MVP boosts many activities throughout the year filling up the two parking lots on site. However, the restroom, playground, and picnic shelter are not accessible from the northeast parking lot. A connector pathway between the two-parking lots would provide ADA access to all amenities of the park. Presently, MVP has a non-ADA compliant restroom and IHP lacks restroom facilities all together, and also lacks ADA accessible parking for access to the facility. The proposed combined projects will create an interconnected system of ADA available parking, pathways, and facilities that will allow full use of both parks for all members of the community.

The MVP portion of the project includes the installation of an ADA-compliant pathway including retaining walls, handrails, and curb ramps connecting the north parking lot, the south parking lot, and the basketball/pickleball courts to the restroom. The existing MVP restroom will be made ADA-compliant which includes moving fixtures and partitions to comply with current accessibility standards. The IHP project includes the installation of an additional ADA walkway, one precast concrete restroom including potable water, sewer, and electrical services and one ADA-accessible parking space.

Total project costs are \$335,662. The City is requesting \$225,000 (67%) in ICDBG Public Parks grant funding to be applied toward construction costs at both Mountain View and Indian Hills Parks. The City is providing cash match of \$36,162 (11%) which will be used to procure a design consultant for the remodel of the Mountain View Park restroom of \$8,675 and the remaining cash of \$27,487 will be applied to construction costs. The City is also contributing a total of \$74,500 (22%) of in-kind match to include \$22,500 for grant administration services and \$52,000 engineering, design, construction management and inspection for all other portions of the project except the restroom remodel. If funded, this project will allow the City of Moscow to move forward with the removal of existing access barriers outlined in the draft Transition Plan for Public Facilities, Parks, and Programs. Once complete this project will render both of these parks accessible to all Moscow residents enhancing the quality of life of all City of Moscow residents.



Brad Little, Governor
Tom Kealey, Director

November 2, 2020

The Honorable Bill Lambert
Mayor, City of Moscow
PO Box 9203
Moscow, Idaho 83843

Re: Idaho Community Development Block Grant (ICDBG) - Award Letter

Dear Mayor Lambert:

Congratulations, the City of Moscow has been awarded a \$225,000 Idaho Community Development Block Grant (ICDBG) for your Mountain View Park and Indian Hills Park ADA accessible family restroom improvements and ADA pathways and parking project.

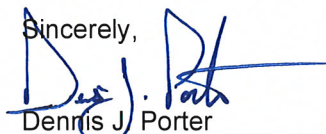
Any of the project's property acquisition and/or construction activities must not commence until the City has completed (and Commerce approval of) the ICDBG environmental review. However, project design activities can commence if a determination of an environmental exemption has been approved by Commerce.

The City will also need to complete and forward the following documents to Commerce prior to execution of the ICDBG agreement:

- Updated budget and schedule, if necessary.
- The project's Environmental Review Record.
- Published Fair Housing Resolution.

Your designated project number is ICDBG-20-II-14-PK. If you have any questions concerning your project, please call Tony Tenne, Community Development Specialist, at (208) 780-5147.

Sincerely,



Dennis J. Porter
Manager

cc: Paul Kimmell, EAC
Alisa Anderson, City of Moscow

IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

CFDA #: 14.228

GRANTEE NAME: City of Moscow

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

GRANTEE DUNS NO: 958856338

GRANTEE CAGE Code: 4MX5

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

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

The DEPARTMENT and GRANTEE hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 19. Contract Services:** GRANTEE shall follow ICDBG procurement requirements as outlined in the DEPARTMENT's most current ICDBG Grant Administration Manual, if ICDBG funds will be paying for the services. GRANTEE shall provide the DEPARTMENT with a copy of all requested documents related to the procurement of contract services.
- 20. Certification Regarding Debarment:** By executing this Contract, GRANTEE certifies to the DEPARTMENT that it will not execute a contract with parties that are identified as debarred, suspended, or ineligible as set forth in 24 CFR part 5. GRANTEE also certifies that it is not debarred, suspended, or ineligible as set forth in 24 CFR part 5.
- 21. Project Signage:** Upon approval from the DEPARTMENT to proceed with construction, GRANTEE shall, unless otherwise directed by the DEPARTMENT, erect a sign located prominently at each major construction project site. The sign shall be maintained in good condition and shall not be

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

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

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

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

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

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

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

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

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

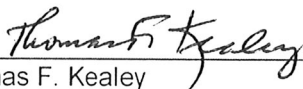
GRANTEE agrees that HUD Representatives, the Inspector General or the General Accounting Office shall also have access to all books, accounts, reports, files, and other papers, or property pertaining to the Project funded by this Contract.

26. **Program Income:** If the GRANTEE or its sub-recipient receives program income as defined by 24 CFR 570.489 (e) as a result of expending ICDBG funds the DEPARTMENT will require that the GRANTEE commit to a program income reuse plan with the DEPARTMENT.
27. **Termination:** This Contract may be terminated at any time without cause by either party upon thirty (30) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the terms of this Contract for approved Project work rendered to the date of termination.

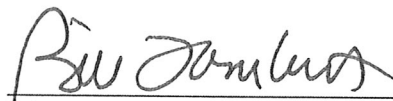
APPROVED:

STATE OF IDAHO
Department of Commerce

CITY OF MOSCOW



Thomas F. Kealey
Director



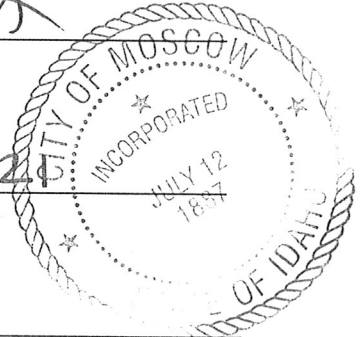
Bill Lambert
Mayor

7/27/21

Date

07/21/2021

Date



For Internal Use of the Department

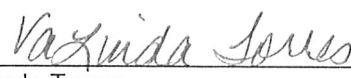
Reviewed and Approved



Dennis J. Porter
Manager

June 15, 2021

Date



VaLinda Torres
Financial Specialist

6/17/2021

Date

RECEIVED
JUL 27 2021

ATTACHMENT A

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

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

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

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

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

C. Equal Access Planning

- a. **Furthering Fair Housing Actions** – To affirmatively further fair housing the GRANTEE needs to:
 - proclaim April as fair housing month and
 - publicly display fair housing information.
 - b. **504 Accessibility and Transition Actions** – The GRANTEE needs to:
 - update their 504/ADA Transition Plan
 - adopt (if necessary), publish, and post the Notice Under the American with Disabilities Act.
- 1) **Limited English Proficiency (LEP) Four Factor Analysis** – The GRANTEE needs to implement the action items identified in their June 2021 Four-Factor analysis.

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

Total Population to Benefit: 21,415

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

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

F. Schedule

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

ATTACHMENT B

Budget

Grantee: City of Moscow

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

Project: Mountain View Park and Indian Hills Park Improvements Project

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

ATTACHMENT C

ICDBG Mitigation Measures

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

Mitigation Measures

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

**Idaho Community Development Block Grant (ICDBG)
Public Parks ADA Accessibility Improvements
Mountain View and Indian Hills Parks – Restroom Projects
Mid-Project Public Hearing – June 3, 2024**

Review of Project Activities and Accomplishments to Date

An ICDBG application was submitted to the Idaho Department of Commerce (IDOC) in September 2020 requesting \$225,000 for two parks projects. One project was to remodel the Mountain View (MV) Restroom from the existing non-ADA compliant men's and women's restrooms into four separate family restrooms. The project also included a new ADA pathway between the two parking lots on the property. The second project, at the Indians Hills (IH) Park, included installation of a pre-fabricated ADA restroom, new accessible pathway, and the addition of a designated ADA parking stall. A conditional award letter was received by the City in November of 2020 which required Environmental Reviews to be completed on both park projects prior issuance of a contract, which was later executed by the Mayor in July of 2021 allowing the projects to proceed.

In 2021, the City procured an architect to design the MV restroom remodel. That project was put out to bid and a contract was awarded in the summer of 2022, and construction completed within budget in the spring of 2023.

Staff procured and purchased the IH prefabricated restroom in 2022 and it was delivered to the City Shop for storage until installation at a later undetermined date.

The MV pathway and the IH restroom installation, pathway, and ADA parking were packaged together and advertised with a bid opening in September 2021. There was one bid received which was \$111,325 over the engineers estimate, so the bid was rejected. The same project was put out to bid again with bids due in March 2022, but no bids were received.

Changes Made to the Scope of Work and Description of Remaining Work

In April of 2022, City staff made a request to IDOC to remove the MV pathway from the project. After that was approved, Engineering then put a new package out to bid which only included the IH project elements, with bids due in August of 2022. One bid was received which was \$150,000 over the engineers estimate. Revisions to the location of the restroom were made to decrease project costs and new bids were

solicited from several contractors from June to December 2023, but no bids were received.

In January of 2024, Engineering, Public Works, and Parks staff teamed together to self-perform the installation of the IH restroom, pathway, and ADA parking.

Project Schedule

The original project schedule was to bid all construction projects in early 2022, with construction to be completed by the end of the year. However, due to multiple failed procurements, COVID-19, and the resulting increases in construction costs, the projects have had multiple delays. At this time staff is anticipating completion of the IH project and project closeout to be completed by the end of August 2024.

Beneficiaries

The 2019 Low to Moderate Income (LMI) City population data extracted from the 2011-2015 American Community Survey Data states that the City of Moscow is 55.8% LMI. In order to qualify for ICDBG Public Parks funding, a city must be at least 51% LMI.

Budget and Summary of Expenditures

Original Grant Budget	ICDBG	City	City	Total
	Grant	Cash	In-Kind	
Administrative Expenses			22,500.00	22,500.00
Design Professional		8,675.00		8,675.00
Construction	225,000.00	27,487.00	52,000.00	304,487.00
Total Costs	225,000.00	36,162.00	74,500.00	335,662.00
Actual Grant Budget	ICDBG	City	City	Total
	Grant	Cash	In-Kind	
Administrative Expenses			22,500.00	22,500.00
Design Professional		14,860.00		14,860.00
Construction	225,000.00	58,532.00	52,000.00	335,532.00
Total Costs	225,000.00	73,392.00	74,500.00	372,892.00
Difference in Costs from Original Budget to Actual				(37,230.00)

Budget and Summary of Expenditures – Continued

Current and Estimated Project Costs to Date	
Mountain View Park	
MV Architectural Design/Construction Inspection	14,860.00
MV Construction	140,420.00
Total	155,280.00
Indian Hills Park	
IH Purchase of Prefabricated Restroom	65,409.00
IH Utility Connections, Move/Set Prefab Restroom	27,703.00
Total Paid to Date	93,112.00
IH Anticipated Costs to Complete	
Electrical, Concrete Pathway and Parking	50,000.00
IH Total Paid to Date and Estimated Costs	143,112.00
MV and IH Total Estimated Project Costs	298,392.00
Grant Funds Received to Date	206,730.00
Grant Funds Remaining	18,270.00
Total Grant Funding Awarded	225,000.00

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 3, 2024



AGENDA ITEM TITLE

East City Park Stage Project Update - Cody Riddle

RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

DESCRIPTION

In 2010, the City contracted with Design West Architects to explore alternative designs for the replacement of the aging stage at East City Park. The project began with a series of stakeholder meetings that led to the creation of three alternative designs. These designs were presented to the broader community for input at various locations, and events throughout town over the summer and early fall. The effort culminated in a presentation to the City Council on September 20, 2010. The presentation included a summary of outreach, an overview of the design process, including the alternatives explored, and the results of public polling that occurred as part of the effort. Of the alternatives explored, “Option B”, an approximately 24’ x 40’ performance stage, attached to a new restroom building that included storage, lighting and sound control, and a green room, received more than twice the votes of other alternatives explored. Based on the 2010 effort, and with Council support for the overall concept, in the summer of 2012, the City proceeded with a detailed design for the first phase of the project, a restroom building that would serve as the backdrop for the full build-out. Construction of the restroom building was completed in the spring of 2013.

Since the completion of the restroom, the community has continued to use the existing, deteriorating stage for various events. The need to replace the wooden structure has been recognized for years, as reflected in the Capital Improvement Plan. However, the stage deteriorated quicker than anticipated, and during routine maintenance this spring, it became clear the cover would need to be removed immediately to ensure public safety. In addition to removing the cover, City staff repaired and reinforced the platform itself. This will extend the life of the stage, but it will continue to deteriorate. Recognizing the importance of East City Park, and the significance of the stage in supporting various events, staff contacted the architect who assisted with the 2010 effort, to gauge the firm’s interest in advancing the design to a point where an accurate cost estimate could be developed, with an eye toward replacing the stage, potentially as early as the spring of 2025. Design West Architects was willing to fit this project into their schedule, and on May 6, 2024, a professional services agreement was presented to the City Council. The agreement was approved and will result in a 30% conceptual design and current cost estimate. It does not authorize construction or any further expenditures. Rather, it will inform future budget and capital planning efforts related to this important project. Ned Warnick from Design West Architects, along with City staff, will provide an overview of the project and outline a plan for a new round of public outreach.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept report and provide feedback as appropriate.

STAFF RECOMMENDATION

Accept the report and provide feedback as appropriate.

OTHER RESOURCES**FISCAL IMPACT****PERSONNEL IMPACT****ATTACHMENTS**

1. 2010-41 Design West Architects; Agreement for Professional Services-East City Park Stage
2. 2010 City Council Update with Project Drawings

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF MOSCOW, IDAHO AND
DESIGN WEST ARCHITECTS, P.A. FOR
EAST CITY PARK STAGE DESIGN**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND DESIGN WEST ARCHITECTS, P.A. FOR EAST CITY PARK STAGE DESIGN (hereinafter "Agreement"), is made and entered into this 19 day of August 2010, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Design West Architects, P.A., 254 East Main Street, Pullman, Washington, 99163 (hereinafter "ARCHITECT").

WITNESSETH:

WHEREAS, CITY intends to contract with ARCHITECT for completion of a conceptual design for a performance stage, restrooms, and appurtenances in its East City Park as more particularly described hereinbelow at Section II: Scope of Work (hereinafter referred to as the "PROJECT"); and

WHEREAS, ARCHITECT agrees to perform the various professional services required for the PROJECT; and

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

SECTION I: DEFINITIONS

Cost Estimate. An opinion of probable construction cost made by ARCHITECT. In probable construction cost, it is recognized that neither CITY nor ARCHITECT has control over the costs of labor, equipment, or materials, or over ARCHITECT's methods of determining prices or bidding. The opinion of probable construction costs is based on the ARCHITECT's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the ARCHITECT's bids or the negotiated price of the work will not vary from CITY's budget or from any opinion of probable cost prepared by the ARCHITECT.

SECTION II: SCOPE OF WORK

ARCHITECT shall provide professional services for the PROJECT as outlined in this Agreement in accordance with the terms and conditions of this Agreement.

ARCHITECT's services consist of:

1. Conceptual design schedule to include a non-digital topography plan rendered in color indicating all improvements (including restrooms, sidewalks, stage, cover, road access, spectator area, existing trees as well as locations for service/delivery and VIP performer trailer locations);
2. A computer generated, color drawing showing all building spaces (including stage, restrooms and back-of-house function areas);
3. A color computer modeled 3-D image that illustrates the structures massing, materials, scale, and overall appearance, overlaid with an actual photograph in its proposed location in East City Park;
4. A PROJECT programming report/document that documents the over-all progress, lists all stakeholder/committee members, and lists all required spaces in terms of building area, relationships to other spaces, and furnishings/equipment needs; and
5. An opinion of the cost that anticipates the cost of site development, building construction, equipment needs and project "soft" costs for use in defining the PROJECT scope and possible phases.

Completion of the Scope Of Work for the conceptual design shall follow the schedule attached as Exhibit "A" and incorporated herein the same as if fully copied and transcribed.

SECTION III: CHANGES IN THE SCOPE OF WORK

CITY and ARCHITECT may make additions to the Scope of Work by mutual written agreement. CITY may omit work previously ordered, without penalty, by written instructions to ARCHITECT. The provisions of this Agreement, with appropriate changes in ARCHITECT's compensation and PROJECT schedule, shall apply to all additions and omissions; however, compensation shall not exceed the not-to-exceed amount or reimbursable amount in this Agreement.

It is further agreed that the PROJECT is to be completed as described herein, and that CITY shall retain the right to direct ARCHITECT to halt work, including any work in progress, at any time, without penalty, subject only to ARCHITECT's right to compensation for work performed on the PROJECT up to the date ARCHITECT is directed by CITY to halt work.

SECTION IV: INDEPENDENT CONTRACTOR

The contracting parties warrant by their signature that no employer/employee relationship is established between ARCHITECT and CITY by the terms of this Agreement. It is understood by the parties hereto that ARCHITECT is an independent contractor and, as such, neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, social security (FICA) withholding.

SECTION V: COMPENSATION

For Basic services performed pursuant to this Agreement, ARCHITECT shall be compensated in a stipulated total sum not to exceed Nine Thousand, Five Hundred dollars fixed costs (\$9,500) plus reimbursables as described in Section VII of this Agreement.

SECTION VI: PAYMENT

Payment for services rendered by ARCHITECT shall be in accordance with the following:

ARCHITECT shall submit invoices monthly to CITY and ARCHITECT shall be compensated therefore for work completed and reimbursable expenses incurred during that period, as otherwise provided herein.

Payments for invoices prepared by ARCHITECT shall be due and payable net thirty (30) days.

If CITY does not make monthly payments to ARCHITECT in accordance with this Agreement, ARCHITECT may suspend its services on the basis of non-performance on the part of CITY. When such progress payments are restored, ARCHITECT shall continue its services under this Agreement.

SECTION VII: REIMBURSABLE EXPENSES

Reimbursable expenses, in an amount not to exceed five hundred dollars (\$500), shall be paid in addition to the compensation for the PROJECT and any additional services and shall include actual expenditures plus a ten percent (10%) handling fee made by ARCHITECT, its employees or its professional consultants in the interests of the PROJECT for the expenses listed below:

- A. If authorized in advance in writing by CITY, expense of transportation and living when traveling in connection with the PROJECT; long distance telephone calls and telegrams; and fees paid for securing of approval of authorities having jurisdiction over the PROJECT.
- B. If authorized in advance in writing by CITY, ARCHITECT's cost of reproducing documents in the interest of the PROJECT, as well as postage and shipping costs in the interest of the PROJECT.

SECTION VIII: ARCHITECT'S ACCOUNTING RECORDS

Records of ARCHITECT's additional services and reimbursable expenses pertaining to the PROJECT shall be kept on a recognized accounting basis acceptable to CITY and shall be available to CITY or its authorized representatives at CITY's convenience.

SECTION IX: TERMINATION OF AGREEMENT

This Agreement may be terminated by ARCHITECT upon thirty (30) days' written notice, should CITY fail to substantially perform in accordance with its terms through no fault of

ARCHITECT. CITY may terminate this Agreement upon thirty (30) days' written notice without cause and without further liability to ARCHITECT, except as designated by this Agreement. All working drawings shall become the property of, and shall be surrendered to, CITY.

SECTION X: EXTENT OF AGREEMENT

This Agreement may be amended only by written instrument signed by both parties hereto.

SECTION XI: DATA OF RECORD

CITY shall make available to ARCHITECT all technical data of record in CITY's possession, including maps, surveys, borings, and other information required by ARCHITECT, relating to the PROJECT.

SECTION XII: QUALIFIED ESTIMATES OF COST

The estimates of cost for the PROJECT herein are to be prepared by ARCHITECT through exercise of its experience and judgment in applying presently available cost data; but it is recognized that ARCHITECT has no control over cost of labor and materials, or other competitive bidding procedures and market conditions so that ARCHITECT cannot warrant that the PROJECT construction costs will not vary from their cost estimates as a result of these described factors. Nothing in this paragraph shall serve to release ARCHITECT from exercising the skill, care, and professional judgment exercised by similarly situated professional architects.

SECTION XIII: TERMINATION OF PROJECT

If any portion of the PROJECT covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay ARCHITECT for the services rendered to the date of such suspended, abated, abandoned, or terminated work.

SECTION XIV: CITY'S RESPONSIBILITY FOR SPECIAL COSTS AND RELIANCE ON CITY INFORMATION

CITY shall pay for all costs and shall obtain licenses, geotechnical reports, topography and boundary surveys, materials testing, destructive discovery, hazardous material surveys and removal and/or management plans and any permits that may be required by local, state, and federal authorities; and shall be responsible for securing necessary land, easements, and rights-of-way where applicable.

ARCHITECT shall be entitled to rely on the accuracy and completeness of services and information furnished by CITY. ARCHITECT shall provide prompt written notice to CITY if ARCHITECT becomes aware of any errors, omissions or inconsistencies in such services or information.

SECTION XV: STANDARDS OF WORK

ARCHITECT agrees that the performance of work described in this Agreement including attachments and exhibit(s) and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards and ARCHITECT will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession.

ARCHITECT shall perform services as expeditiously as possible as is consistent with professional skill and care and the orderly progress of the work. ARCHITECT has submitted date of completion of final Conceptual Design phase and has prepared a detailed schedule for the performance of ARCHITECT's services (Exhibit "A"), which schedule shall be adhered to by ARCHITECT. Unless approved by CITY, ARCHITECT shall not exceed the time limits established by Exhibit "A", except for circumstances out of ARCHITECT's control.

SECTION XVI: ARCHITECT'S INSURANCE

ARCHITECT will maintain through this Agreement the following insurances:

- A. Worker's compensation and employer's liability insurance as required by the State of Idaho.
- B. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non owned, or hired vehicles, with one million dollars (\$1,000,000) combined single limits;
- C. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of ARCHITECT or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate;
- D. Errors and Omissions insurance in the amount of One Million Dollars (\$1,000,000). CITY shall be a certificate holder and shall receive notice of any pending termination of said insurance at least thirty (30) days prior to such termination. CITY will be named as an additional insured with respect to ARCHITECT's liabilities hereunder in insurance coverage's identified in items (B) and (C) and ARCHITECT and CITY each waive subrogation as to said policies.

SECTION XVII: INDEMNITY AND HOLD HARMLESS

- A. ARCHITECT waives any and all claims and recourse against CITY, including rights of contribution for loss or damage to persons or property arising from, or growing out of, or in any way connected with or incident to ARCHITECT's performance of this Agreement, except for liability arising out of the negligence of CITY or its officers, agents or employees.

- B. ARCHITECT agrees to indemnify and hold harmless CITY and its officers, agents and employees against all liabilities and damages of any nature whatsoever resulting from any injury or damages sustained by any person(s) or property resulting from any negligent act, error or omission of ARCHITECT or its agents, employees, subcontractors or consultants. This indemnity and hold harmless Agreement shall not be limited by reason of the specification of any particular insurance coverage required under the terms of this Agreement.
- C. It is understood and agreed that this Agreement does not contemplate handling of, or design services including use of, asbestos or any hazardous material or any toxic substance. Therefore, CITY agrees to hold harmless, defend and indemnify ARCHITECT for all claims, lawsuits, expenses or damages arising from or related to the handling, use, treatment, purchase, sale, storage or disposal of asbestos, asbestos products or any hazardous material or any toxic substance (or hazardous materials or toxic substances in general) other than for ARCHITECT's sole negligence.

SECTION XVIII: COSTS AND ATTORNEY FEES

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, as determined by a court or through alternate dispute resolution.

SECTION XIX: JURISDICTION AND VENUE

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.

SECTION XX: BINDING OF SUCCESSORS

CITY and ARCHITECT each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partners, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

SECTION XXI: NO PRECLUSION OF ARCHITECT

Nothing in the Agreement precludes or is intended to preclude ARCHITECT from being awarded work on other aspects or phases related to the East City Park Restroom/Stage Project Design and/or construction, including but not limited to architectural services, construction monitoring, design, landscaping, and the like.

SECTION XXII: MODIFICATION AND ASSIGNABILITY OF AGREEMENT

This Agreement contains the entire agreement between the parties for professional Conceptual Design Development services related to the PROJECT, 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. ARCHITECT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such consultant, subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

SECTION XXIII: CITY'S REPRESENTATIVES

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays. CITY authorized representative is Dwight Curtis, Director of Moscow Parks and Recreation, or designee.

SECTION XXIV: CONFLICT OF INTEREST

ARCHITECT covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the PROJECT which would conflict in any manner or degree with the performance of its services hereunder. ARCHITECT further covenants that, in performing this Agreement, it shall employ no person who has any such interest.

SECTION XXV: SPECIAL PROVISIONS

- A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by ARCHITECT pursuant to this Agreement shall be the property of CITY, which shall be the exclusive and unrestricted authority to release, publish, or otherwise use them, in whole or in part. All such materials developed under this Agreement shall not be subject to copyright or patent in the United States or in any other country without the prior written approval and express authorization of CITY. It is mutually understood that any alterations made to documents without ARCHITECT's direction shall void ARCHITECT's liability under this subsection.
- B. Non-Discrimination. ARCHITECT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, pregnancy, national origin, ancestry, age, marital status, veteran status, disability, sexual orientation, genetic information, or physical or mental handicap.
- C. Americans With Disabilities Act. ARCHITECT agrees that all aspects of PROJECT will meet current ADA design standards. With specific respect to design requirements of the Americans with Disabilities Act of 1990 (ADA), CITY understands that legal interpretation of ADA is not a design professional issue to be addressed by ARCHITECT and, accordingly, CITY agrees to waive any action against ARCHITECT and agrees to indemnify and defend ARCHITECT against any claim arising out of legal interpretation of the ADA other than for ARCHITECT's sole negligence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

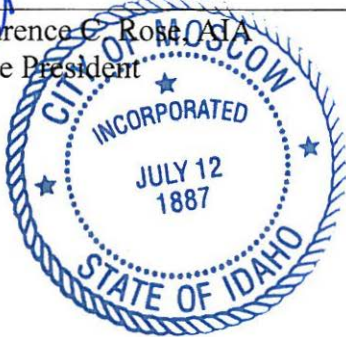
ARCHITECT

CITY

DESIGN WEST ARCHITECTS, P.A.

CITY OF MOSCOW, IDAHO

By: Laurence C. Rose
Laurence C. Rose, AIA
Vice President



By: Nancy Chaney
Nancy Chaney, Mayor

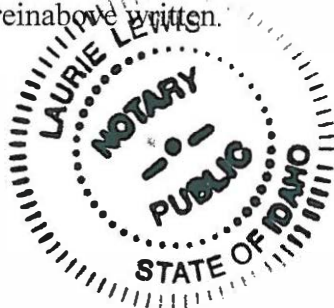
ATTEST:

Stephanie Kalasz
Stephanie Kalasz, City Clerk
Laurie Lewis Deputy

STATE OF Idaho)
COUNTY OF Latah) ss:

On this 19 day of August, 2010, before me, the undersigned, a Notary in and for said State, personally appeared Laurence C. Rose, AIA, known to me to be the person whose name is subscribed to the foregoing Agreement and acknowledged to me that he executed the same in his capacity as Vice President and duly authorized representative of Design West Architects, P.A.

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



Stephanie Kalasz
Notary Public for the State of Idaho
Residing at Moscow
My commission expires: 8/30/13

CONCEPTUAL DESIGN MEETING SCHEDULE

* = Stakeholder's Meetings

<u>DATE / PURPOSE</u>	<u>TIME/PLACE</u>	<u>EVENT</u>
*Wednesday, August 18, 2010	12:00 – 2:00 p.m. City Hall Council Chambers	Stakeholder Group #1
Confirm that our concept is approved. Exchange ideas relative to our concept layout / design.		
*Wednesday, August 25, 2010	1:30 - 3:30 p.m. City Hall Council Chambers	Stakeholder Group #2
Show more refined concepts. See if we are on the right track.		
Saturday, September 4, 2010		Display at Moscow Farmers' Market
Progress work displayed (by stakeholders).		
Tuesday, September 7, 2010	8:00 a.m. – 6:00 p.m.	Open House in Council Chambers
Progress work displayed. Architect and Staff will be available from 4:00 – 6:00 PM.		
Wednesday – Friday, September 8-10	All Day	Display at Hamilton Indoor Recreation Center
Progress work displayed.		
Saturday, September 11, 2010		Display at Moscow Farmers' Market
Progress work displayed (by stakeholders).		
*Wednesday, September 15, 2010	12:30 - 1:30 p.m. City Hall Council Chambers	Stakeholder Group #3
Present <u>final</u> conceptual design. Achieve consensus / approval.		
Monday, September 20, 2010	7:00 p.m. City Hall Council Chambers	Present to City Council
Construction documents and final cost estimate begin after 09-20-2010. Receive approval to begin Design Development / Construction Documentation phase.		

EXHIBIT "A"



Design Team / Stakeholders & Participants



Laurence Rose, AIA
Principal Architect, Quality Control

Ned Warnick, AIA, LEED® AP
Senior Project Architect, Code Specialist

STAKEHOLDERS:

- Palouse Highland Players
- City Parks & Recreation
- Rotary Club of Moscow
- Moscow Hemp Fest
- East City Park Neighbors
- Moscow Arts Commission
- University of Idaho Productions
- Moscow Renaissance Fair
- Idaho Repertory Theatre
- Rendezvous in the Park
- Many Others Invited



Theatrical Consulting
Illumination Design
Assembly Spaces

Paul Luntsford, LC
President & Principal Consultant



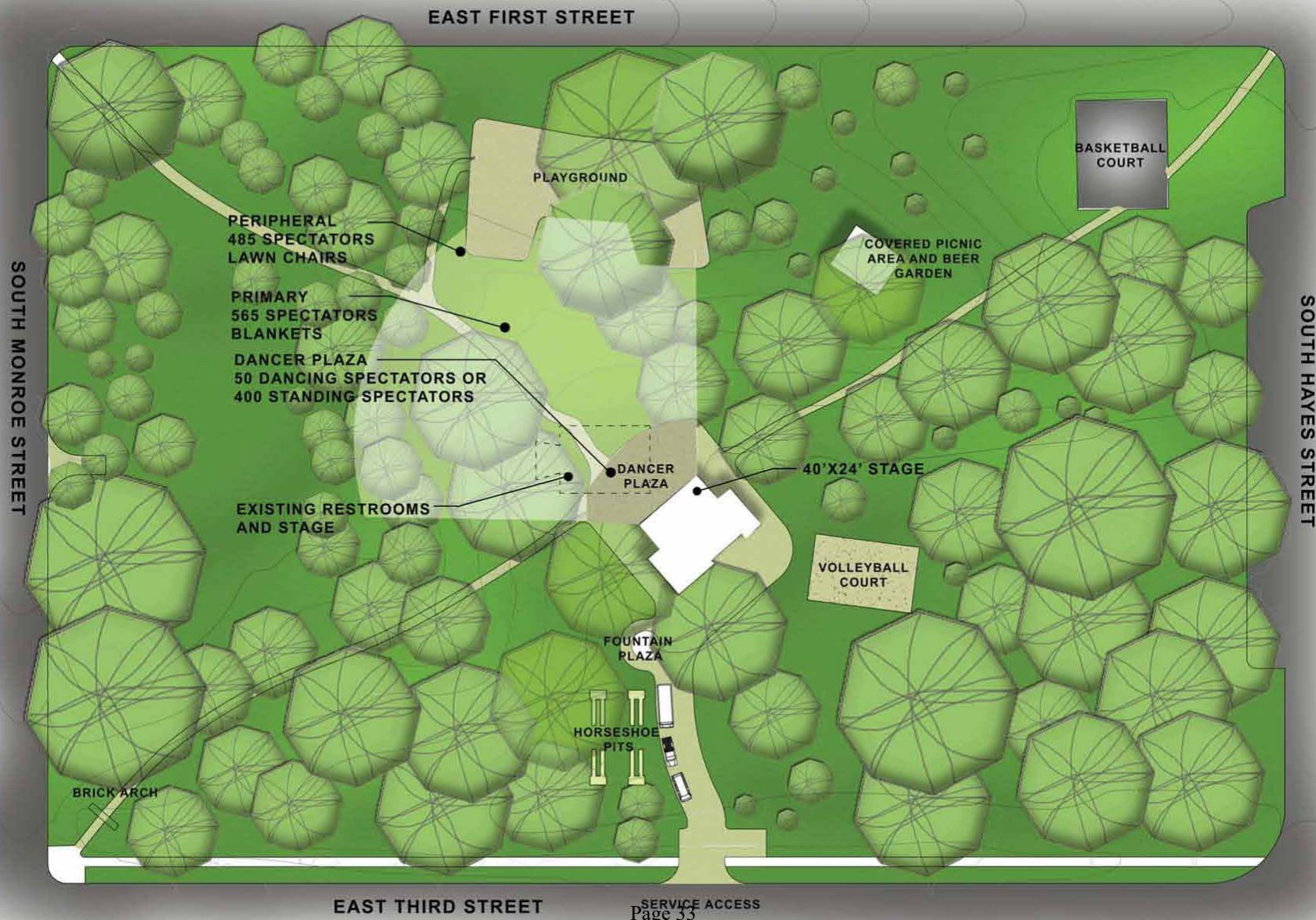
Project Process



Aug. 18th	12:00 – 2:00pm	Stakeholder Group #1
Aug. 25th	1:30 – 3:30pm	Stakeholder Group #2
Sept. 4th	Display at Moscow Farmer's Market	
Sept. 7th	All day	Council Open House
Sept. 7th - Present	Display on City Website	
Sept. 7th – Present	Display at East City Park	
Sept. 8th – 10th	Display at Hamilton-Lowe Recreation Center	
Sept. 11th	Display at Moscow Farmer's Market	
Sept. 15th	12:30 – 1:30pm	Stakeholder Group #3
Sept. 20th	Present Update to Council	

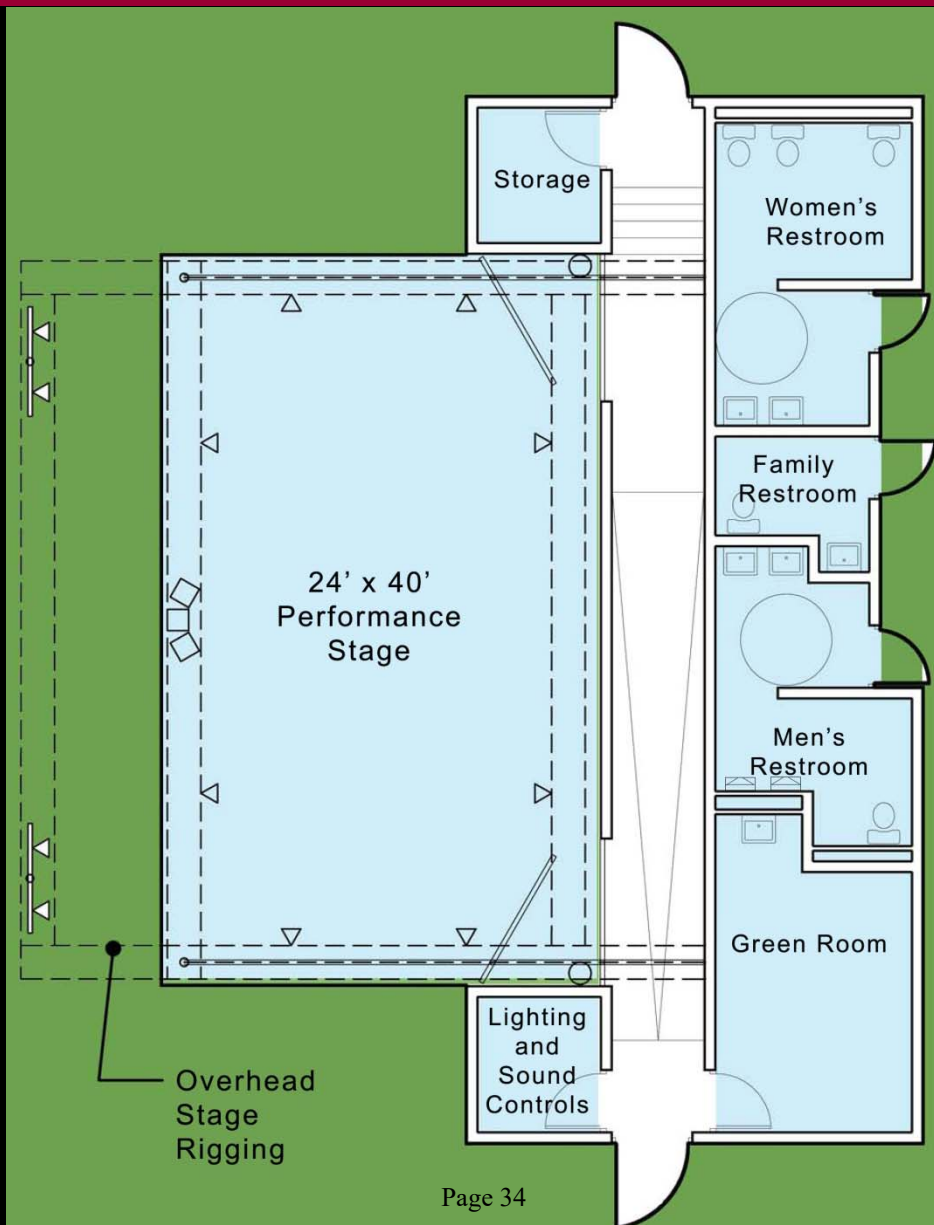


Site Plan





Floor Plan

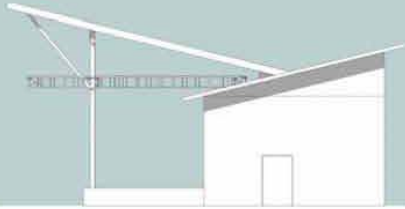




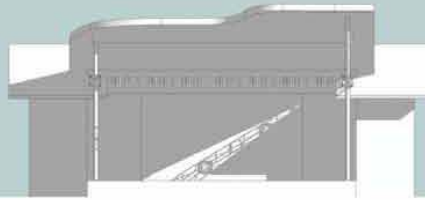
Options



Option A



Side



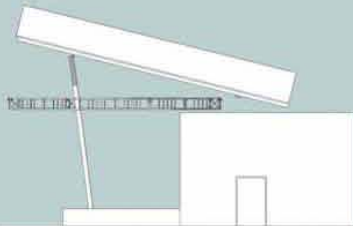
Front



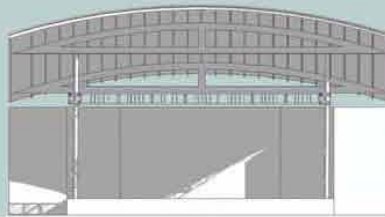
Perspective



Option B



Side



Front



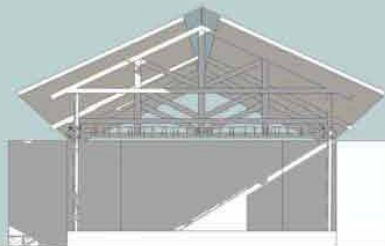
Perspective



Option C



Side



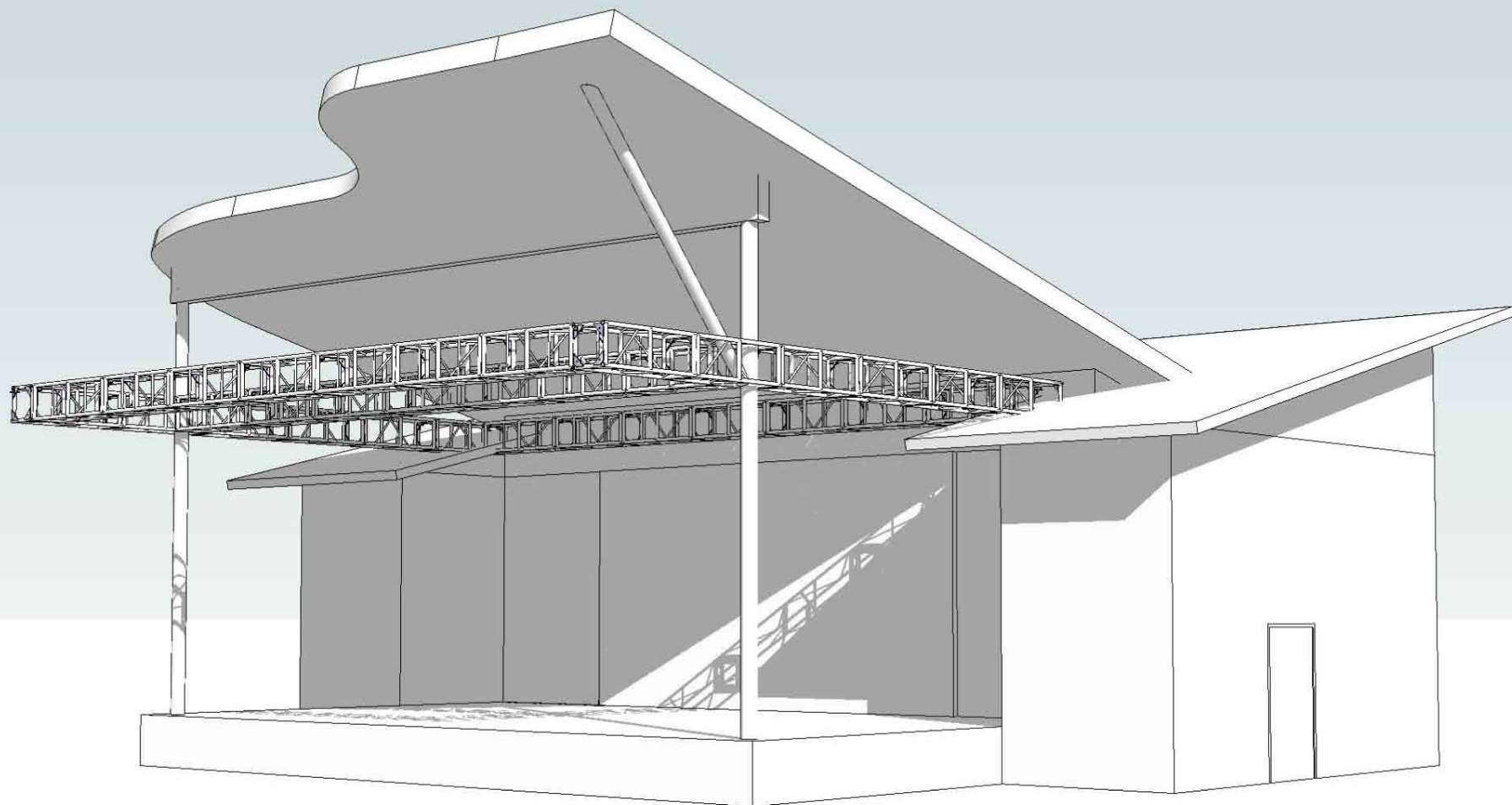
Front



Perspective

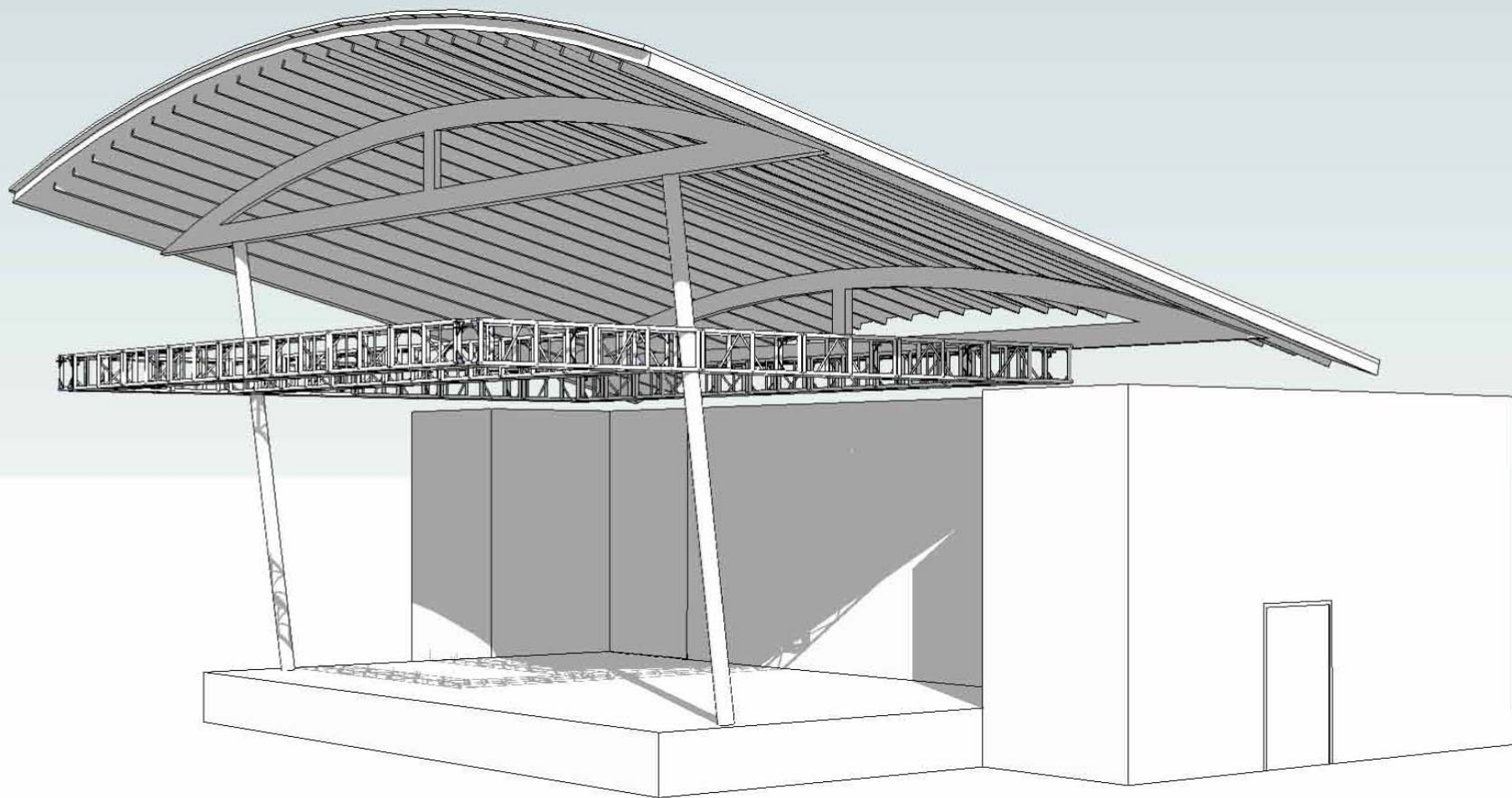


Option “A”



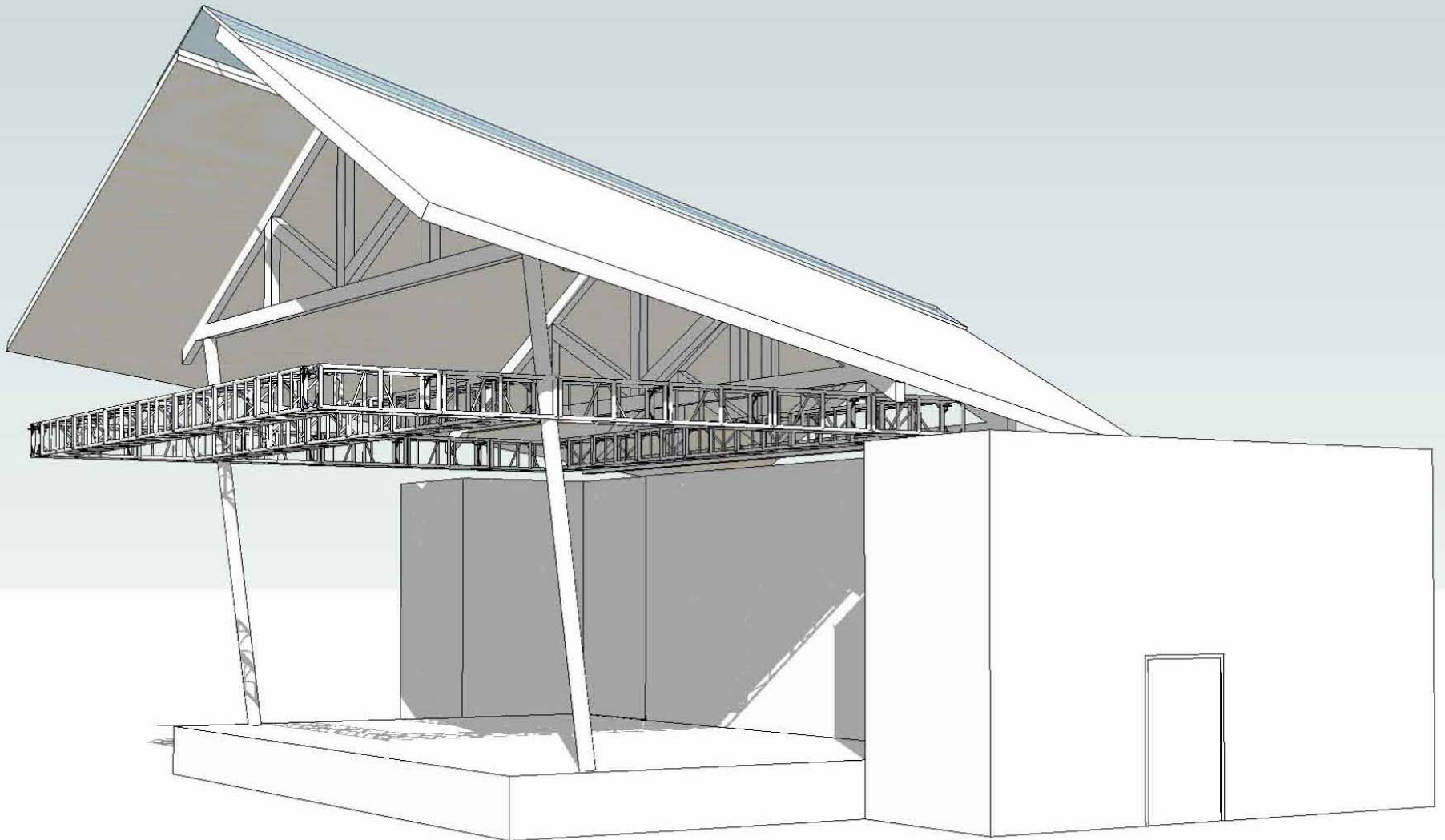


Option “B”





Option “C”





Voting Results



		# Votes
Option A	24%	23
Option B	54%	52
Option C	22%	20

- Farmer's Market 9/4/10
- Farmer's Market 9/11/10
- Council Chamber 9/7/10
- Open Houses 9/8/10 – 9/10/10



Comments



STAGE LOCATION:

“Good reduction of due west glare. I like that Rendezvous has option of using stage or renting a modular one facing the other direction.”

“Allow more space for audience, move stage back SSE 20 – 40 feet”.

“I’m glad to see the orientation shifted to the northwest (so the setting sun isn’t directly in the eyes of the performers).”

“The new location opens up more space for audience, and that the view from the stage will afford performers greater crowd interaction / appreciation.”

OPTION B:

“Looks simple yet beautiful.”

“The curved canopy reflects the arcs of the trees.”



Next Steps



- **Confirm Concept Choice**
- **Refine Design / Graphics for chosen Concept**
- **Refine Concept Cost Estimate**
- **Direction to Prepare Construction Documents**

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 3, 2024



AGENDA ITEM TITLE

Homeland Security Investigations Joint Task Force Reimbursement Agreement (ACTION ITEM) – Anthony Dahlinger

RESPONSIBLE STAFF

Anthony Dahlinger, Police Chief

ADDITIONAL PRESENTER(S)

DESCRIPTION

Detective Mowery is a full-time affiliate member of the Idaho Internet Crimes Against Children (ICAC), which is overseen by the Idaho Attorney General's office. He is also a Task Force Officer with Homeland Security Investigations (HSI), which allows him to assist in the investigation and prosecution of ICAC cases at the federal level. The Reimbursement of Expenses in the Joint Operations Agreement establishes procedures for reimbursement by HSI for overtime incurred while working these cases. Homeland Security Investigations (HSI) is the criminal investigative branch of U.S. Immigration and Customs Enforcement. HSI is not involved with enforcing immigration laws but is directed to enforce federal criminal statutes nationwide. The Idaho Attorney General's Office is seeking this Agreement solely to reimburse Detective Mowery's overtime for investigations of ICAC cases.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

PROPOSED ACTION: Approve the Agreement between the U.S. Immigration and Customs Enforcement, Homeland Security Investigations, and the Moscow Police Department to allow for reimbursement by HSI; or provide staff with further direction.

STAFF RECOMMENDATION

Approve the Agreement between the U.S. Immigration and Customs Enforcement, Homeland Security Investigations, and the Moscow Police Department to allow for reimbursement by HSI.

OTHER RESOURCES

FISCAL IMPACT

Reimbursement of overtime wages to the City of Moscow will result in economic savings.

PERSONNEL IMPACT

ATTACHMENTS

1. Agreement between MPD and HSI

**AGREEMENT BETWEEN HOMELAND SECURITY INVESTIGATIONS
AND [STATE OR LOCAL LAW ENFORCEMENT AGENCY]
FOR THE REIMBURSEMENT OF EXPENSES IN JOINT OPERATIONS**

This agreement is entered into by the Moscow Police Department (MPD) (hereinafter referred to as "State/Local LEA") and Homeland Security Investigations -Special Agent in Charge Seattle Office, a participant in the Treasury Forfeiture Fund (TFF), (hereinafter referred to as "TFF Agency") for the purpose of receiving reimbursable costs incurred by the State/Local LEA in providing resources to joint operations.

Reimbursements may be made to the extent they are included in the TFF Agency's Fiscal Year Financial Plan, and the funds are available within the TFF to satisfy the requests for reimbursement.

I. EXECUTION AND TERMINATION OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties to this agreement and terminates when explicitly terminated by either the TFF Agency or the State/Local LEA.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703 and the Treasury Forfeiture Fund Act of 1992 which provide for the reimbursement of certain expenses of state and local law enforcement agencies (LEAs) incurred as participants in joint operations with federal LEAs participating in the TFF.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both the State/Local LEA and the TFF Agency for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. § 9703.

IV. NAME OF TASK FORCE (if applicable)

The name of this task force is: N/A

The projected dates of operation are: present to ongoing.

V. CONDITIONS AND PROCEDURES

A. Compliance with Federal Statutes and Regulations

Compliance with 31 U.S.C. § 9703, the Treasury Forfeiture Fund Act of 1992 and TEOAF Directive 18, "Policy for Reimbursements to State and Local Law Enforcement Agencies Involved in Joint Operations with Federal Agencies Participating in the Treasury Forfeiture Fund," is a requirement for this agreement.

B. Assignment of State/Local LEA Officers

1. To the maximum extent possible, the State/Local LEA shall assign dedicated officers to the joint operation.
2. Within 10 days of the effective date of this agreement, the State/Local LEA shall provide the TFF Agency with the following information for each officer assigned to the joint operation:
 - a. Name;
 - b. Title, grade, or rank;
 - c. Badge or ID number; and
 - d. Hourly overtime wage rate.

C. Requests for Reimbursement of Joint Operation Expenses

1. The State/Local LEA may request reimbursement for payment of overtime expenses directly related to work performed by its officers assigned as members of a joint operation with the TFF Agency for the purpose of conducting official investigations. The State/Local LEA may also request reimbursement of other non-overtime expenses directly related to the joint operation.
2. Within 10 days of the effective date of this agreement, the State/Local LEA shall provide the TFF Agency with the following information for the designated point of contact:
 - a. Name;
 - b. Title;
 - c. Telephone number; and
 - d. Email address.
3. Requests for reimbursement for the payment of overtime and non-overtime expenses to the State/Local LEA must be submitted on the agency's letterhead or the TEOAF form, *State or Local Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses* (also referred to as the "Request for Reimbursement Form"), along with copies of supporting documents (i.e., payroll records, receipts, invoices, etc.). If

on agency letterhead, the request must contain the same information contained in the Request for Reimbursement Form.

(See Attachment C of TEOAF Directive 18, "Policy for Reimbursements to State and Local Law Enforcement Agencies Involved in Joint Operations with Federal Agencies Participating in the Treasury Forfeiture Fund," for a copy of the Request for Reimbursement Form.)

4. An authorized representative of the State/Local LEA must sign and certify that the request is for overtime and/or other non-overtime expenses incurred by the agency for participation with the joint operation under this agreement. The State/Local LEA shall also certify that the request has not been made to any other federal LEA that may also be participating with the joint operation.
5. The State/Local LEA acknowledges that the agency remains fully responsible for its obligations as the employer of the officers assigned to the joint operation and is responsible for the payment of overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulation, ordinance, or contract regardless of the reimbursable overtime charges incurred.
6. The State/Local LEA shall submit all Request for Reimbursement Forms, together with the required supporting documentation, to the TFF Agency,

Attention: Connie Farina, SLOT Coordinator, HSI Blaine Cell: 360-305-1443, Connie.L.Faria@hsi.dhs.gov
7. All requests for reimbursement of costs incurred by the State/Local LEA must be approved and certified by the TFF Agency. The TFF Agency shall countersign the Request for Reimbursement Forms.
8. The maximum reimbursement for overtime worked on behalf of the joint operation under this agreement is set at \$15,000 per officer per fiscal year.

D. Program Audit

This agreement and its procedures are subject to audit by the Treasury Executive Office for Asset Forfeiture (TEOAF), the TFF Agency, the Department of the Treasury Office of Inspector General, the General Accounting Office, and any other government-designated auditing organization. The State/Local LEA agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

E. Revisions

The terms of this agreement may be amended upon the written approval of both the State/Local LEA and the TFF Agency. The revision becomes effective upon the date of approval.

F. No Private Right Created

This is an agreement between a federal LEA and a state or local LEA and is not intended to confer any right or benefit to any private person or party.

Arthur D. Bettge
Mayor
City of Moscow, Idaho

Date: _____

Robert J. Hammer
Special Agent in Charge
HSI Seattle

Date: _____

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 3, 2024



AGENDA ITEM TITLE

Moscow-Pullman Airport Federal Grant Preauthorization Request (ACTION ITEM) – Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City of Moscow jointly operates the Pullman-Moscow Regional Airport with the City of Pullman and jointly serves as the sponsor for any federal grant funds. The airport has applied for Federal grant funds to support two projects at the airport. The first is to conduct the final phase of the airport master plan which will focus on the development of additional elements of the facility including general aviation, cargo, commercial, and charter operations. The airport has requested \$1.5 Million to support this work, which will have a local match requirement of between \$100,000-\$150,000 depending upon the grant award. The second grant project includes Phase 4 of the terminal apron construction which will add 2,700 square feet of additional apron space. The grant request for the apron project is \$3.5 Million with a local match requirement of \$388,889. Local match requirements for both projects will be funded by the airport from airport revenues. It is anticipated that the turnaround time between receipt of the award and the time permitted to accept the grant and return the required grant documents will be limited, so staff is seeking the Council's preauthorization to accept the grant awards and execute any necessary documents. A resolution has been prepared for the Council to grant the preauthorization approval.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the resolution providing preauthorization to accept up to \$5 Million in federal grant funding; or take other action as deemed appropriate.

STAFF RECOMMENDATION

Approve the resolution providing preauthorization to accept up to \$5 Million in federal grant funding

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2024-__ Preauthorization of Airport Grant Acceptance_final

RESOLUTION NO. 2024-__

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PREAUTHORIZING THE ACCEPTANCE OF U.S. GRANT MONIES FOR THE PULLMAN-MOSCOW REGIONAL AIRPORT PROJECTS SUPPORTING THE AIRPORT MASTER PLAN AND PHASE 4 OF THE TERMINAL APRON CONSTRUCTION; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE 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 Pullman-Moscow Regional Airport has applied for and may be offered U.S. Federal Grant monies up to the maximum of Five Million Dollars (\$5,000,000) to be used for specific projects supporting airport master planning and Phase 4 of the Terminal Apron Construction project with appropriate matching funds already secured; and

WHEREAS, information about said grant monies and project elements is before the City Council of the City of Moscow and attached hereto as Exhibit "A"; and

WHEREAS, the turnaround time between receipt of the award and the time permitted to accept the grant and return the required executed grant authorization documents will be limited; and

WHEREAS, the City Council believes it to be in the best interest of the City of Moscow to preauthorize the acceptance of said grant monies;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

1. That the Mayor and the City Attorney be authorized and they are hereby preauthorized and directed to accept the U.S. Federal Grant monies and execute any required documents for the acceptance of said Grant monies.
2. That the Mayor and the Finance Director are each hereby preauthorized and directed to take further action as may be appropriate in order to effect the purpose of this Resolution.
3. That this Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this _____ day of _____, 2024.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2024 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

Exhibit A

Pullman-Moscow Regional Airport

Pre-authorization request for Airport Improvement Program (AIP) Grants 70 and 71.

The Pullman-Moscow Regional Airport is requesting that the airport sponsors, City of Pullman and City of Moscow authorize the mayors to execute the following AIP grants prior to the grants being awarded to the Airport. This will assist with expediting completion of the grant applications, grant offers, and grant awards. These grants are expected to be awarded in June and the timeframes to execute will be tight. Pre-authorization will assist with a fast turnaround of grant documents to FAA. Below are descriptions of each project, the maximum amounts of each grant and local share.

AIP-70 Airport Master Plan

This airport master plan is the final phase of the master planning process and will emphasize landside planning. The prior master plan phases focused on the runway realignment and new terminal facility. The focus of this master plan phase is to maximize aeronautical development that will be supplemented by non-aeronautical development with the intent to meet existing and future airport user needs while also maximizing revenue generation for the Pullman-Moscow Regional Airport. This 2025 master plan will focus on "opportunity zones" within the airport's developable land and considering general aviation, cargo, commercial and charter airlines, FAA design standards and grant restrictions, environmental constraints, and compatible land use.

This grant cannot be amended and the requested pre-authorization amount is considered to be within the expected full scope of the project. The local match, estimated to be between \$100,000 and \$150,000 depending on final grant amount, will be paid from airport generated funds and will not require additional funding from the sponsors. The amount requested to be pre-authorized is not to exceed \$1,500,000.

AIP-71 Terminal Apron (Phase 4)

This project is for constructing an expansion of the terminal apron including an additional 2,700 square feet of apron. This is a community development grant to the Pullman-Moscow Regional Airport through a congressional place name. Construction and engineering contracts are in place and the grant has already been programmed by the FAA. This grant is specifically designated for the Pullman-Moscow Regional Airport and cannot be transferred or utilized by any other airport.

The total project cost is \$3,888,889 with the FAA share \$3,500,000 and local share \$388,889. The local share will be paid from airport funds and will not require additional funding from the sponsors. This request for pre-authorization is not to exceed \$3,500,000