

## Public Works / Finance Committee



Regular Meeting  
~Agenda~

Laurie M. Hopkins  
City Clerk

[www.ci.moscow.id.us](http://www.ci.moscow.id.us)

208.883.7015

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**Monday, July 14, 2025**

**4:00 PM**

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

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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 council committee meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website and the City's YouTube channel. Thank you for your interest in City government.

### REGULAR AGENDA

**1. Approval of Public Works/Finance Committee June 9, 2025 Minutes (ACTION ITEM) - Laurie M. Hopkins**

**2. Disbursement Report June 2025 (ACTION ITEM) - Sarah Decker**

Presentation of the Accounts Payable Report for the month ending June 2025.

**ACTION:** Accept the Disbursements Report for the month of June 2025.

**3. Third Quarter Financial Report April 1, 2025 to June 30, 2025 for FY2025 (ACTION ITEM) - Sarah Decker**

Presentation of the third quarter financial report for Fiscal Year 2025 (April 1, 2025 to June 30, 2025).

**PROPOSED ACTIONS:** Recommend approval of the FY2025 Third Quarter Financial Report, or provide staff with further direction.

**4. Lola Clyde Park Development Grant Award Agreement (ACTION ITEM) - Alisa Anderson / Luke Hajda**

In January 2023, staff submitted a grant application to the Idaho Department of Parks and Recreation (IDPR) under the Land and Water Conservation Program requesting assistance with the continued development of Lola Clyde Park. The proposed project includes frontage improvements, accessible paths/sidewalks, parking, lighting, and an internal pathway around the lower perimeter of the park property. In May 2023, staff were invited to present the request to the Land and Water Conservation Evaluation Committee in Boise. Shortly after, staff received notification that the request was approved to be submitted to the National Park Service (NPS) for approval of a grant request. On June 25, 2025, staff received the attached Letter of Award and State and Local Project Agreement from IDPR. The details of the funding and project elements are shown in Attachment F of the Agreement. The City will provide \$170,000 of in-kind match, including surveying, engineering/design, and construction inspection, in addition to \$414,000 in cash for a total match of \$584,000 (50% match requirement) with a grant award of \$584,000 for construction with total project costs of \$1,168,000. It is anticipated that engineering staff will complete the design of the project and advertise it for bidding in 2026, with construction

anticipated for possibly as soon as next summer.

**PROPOSED ACTIONS:** Recommend approval to accept the grant award and authorize execution of the required documents, including the State and Local Agreement for the Land and Water Conservation Fund from the Idaho Department of Parks and Recreation or provide staff further direction.

**5. Street Banner Policy Update (ACTION ITEM)- Tyler Palmer**

The City of Moscow has long maintained a program for the placement of banners in the downtown area for the display of government banners as well as public notification of special events. The program, administered by the Streets Department, has been updated several times over many years, with a formalized policy adopted by the City Council in 2013. Since the adoption of the 2013 policy, the location and use of light pole banners within the City has changed such that it requires an update. The revised policy provides the policy purpose, permitted uses, banner standards, application process and fees, and prioritization criteria to address when multiple requests are received for the same period of time. The policy establishes that the use of light pole banners and over-the-street banners are restricted for governmental use and is not intended to establish or be utilized as a public forum.

**PROPOSED ACTIONS:** Recommend approval of the updated Street Banner Policy and associated Resolution, or provide staff with further direction.

**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](mailto: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](http://www.ci.moscow.id.us)

208.883.7015

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Monday, June 9, 2025

4:00 PM

Council Chambers  
206 E. Third St.

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**The meeting was called to order at 4:00 p.m.**

PRESENT: Hailey Lewis, Sandra Kelly, Julia Parker

OTHERS: Drew Davis, Bryce Blankenship

STAFF: Bill Belknap, Mia Bautista, Renee Tack, Alisa Anderson, Scott Bontrager, Laurie M. Hopkins

## REGULAR AGENDA

**The meeting was called to order at 4:00 p.m.**

PRESENT: Hailey Lewis, Sandra Kelly, Julia Parker

OTHERS: Drew Davis, Bryce Blankenship

STAFF: Bill Belknap, Mia Bautista, Renee Tack, Alisa Anderson, Scott Bontrager, Laurie M. Hopkins

### 1. Approval of Public Works/Finance Committee May 12, 2025 Minutes (ACTION ITEM) - Laurie M. Hopkins

The minutes were approved as presented.

### 2. Disbursement Report May 2025 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending May 2025.

**ACTION:** Accept the Disbursements Report for the month of May 2025.

Tack introduced the item going over the major expenses including the payment to U of I for Deakin Avenue, a van purchase, and purchase of fuel. The Committee recommended approval and that it be placed on the Council consent agenda.

### 3. Leading Idaho Bridge Program - Grant Award Agreement (ACTION ITEM) - Alisa Anderson / Scott Bontrager

In 2022, Idaho Senate Bill 1359 authorized \$200 million in one-time funding for the repair or replacement of bridges greater than 20' in length under the Leading Idaho Local Bridge Grant program with no maximum grant request amount and no local match requirement. Based on bridge inspections reports performed by the Idaho Transportation Department (ITD) the eligible bridges must be in poor condition or be posted for load weight limits to qualify. The only qualifying bridge in the city limits in 2022 was the Sand Road bridge, built in 1971 over the South Fork of the Palouse River, which is a 51-foot-long bridge posted with load restrictions. The bridge was recommended for replacement, so Staff submitted a grant request for this project in June 2022. Moscow was notified in early 2024 that the bridge replacement request had been approved for funding. The project is scheduled for design in 2025 and construction in 2026 and will be fully funded, with no City match, by this award. A Resolution is also attached to this report included with Attachment A LHTAC/Local Agreement.

**PROPOSED ACTIONS:** Recommend approval to accept the award for replacement of the Sand Road Bridge by executing the LHTAC/Local Agreement Leading Idaho Bridge Program, and the corresponding Resolution, or provide staff with further direction.

Anderson introduced the item as written above. No match is required and LHTAC will manage the program and will do the design and construction. Staff may be asked to assist with obtaining right-of-way and attending meetings, all of which will be reimbursable.

Bontrager said at this point the project is at 30% design. The project also includes the realignment between the bridge and the highway district bridge. The bridge will be updated from a 24 inch vehicle bridge to a bridge with bike lanes, sidewalks on both sides and meet current crash standards.

Lewis asked if market materials will be difficult similar to the 6<sup>th</sup> Street bridge. Bontrager responded that the market has caught up. The type of foundation and above different and should not see the difficulties the bridge on 6<sup>th</sup> Street encountered. It will be precast and placed via a crane on-site. Belknap added 6<sup>th</sup> street had some utility conflicts and water lines that needed to be relocated. This location doesn't have utilities in the area. Bontrager continued that load restriction, phasing and other issues are being discussed with the possibility of installation of a temporary bridge. They hope to finish design so they can bid this fall with construction in 2026. The county bridge is set for the next year.

Belknap explained Staff will work with Whitman County on an application early winter or spring. Moscow focus will be from city limits inward to fill in gaps within the corridor so the roadway is fully improved and has pedestrian facilities so it can handle traffic. The highway district is looking at their segment between them and Whitman County. The intent is to put in a singular joint grant application with the three different entities to upgrade all facilities.

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

#### **4. Idaho Fire Fighter License Plate Grant Program (ACTION ITEM) - Alisa Anderson / Dan Ellinwood**

The Idaho Fire Chief's Association (IFCA) sponsors the 2025 Idaho Fire Fighter License Plate (FFLP) grant program on an annual basis. Grant requests must comply with the legislated guidelines to be used "exclusively for fire safety education" of firefighters, fire chiefs, and the public. The Moscow Volunteer Fire Department (MVFD) is requesting funding to purchase Realistic Rescue Manikins for training purposes. These rescue manikins can withstand intense training scenarios and are easy to interact with. They are built from tough materials and can handle the roughest training scenarios. The manikins also have anatomically correct weight distribution to give the "feel" of a real live person and can survive a 2-3-story drop without damage. The polyester material is waterproof, making the manikin suitable for training in wet or dry conditions and can be easily cleaned and dried. These combined features allow for the simulation of a variety of training scenarios. The MVFD is requesting to submit a grant request to purchase two (2) (100 and 175 pound) CPR Savers & First Aid Supply Realistic Rescue Training manikins. The total grant request will not exceed \$1,900.00. The grant application is due June 27, 2025. No match is required for this request.

**PROPOSED ACTIONS:** Recommend approval for the MVFD to submit a grant application to the 2025 Idaho Fire Fighter License Plate grant program in an amount not to exceed \$1,900 for the purchase of two Realistic Rescue Manikins for training purposes or provide staff further direction.

Anderson introduced the item as written above adding Staff have applied and been awarded four years. Nickerson said the mannequins current are 10 years old and more like department store mannequins. These are more realistic, durable and good for rescue and extraction situations. They will also help with the agility test for new members. Applications are scored in July with award in August. The Committee recommended approval and that it be placed on the Council consent agenda.

**5. Second Amended Professional Services Agreement-Moscow City Shop (ACTION ITEM) - Bill Belknap**

In April 2024, the City entered into a professional services agreement with Lombard Conrad Architects (LCA) for \$320,610 in design services associated with the construction of a new City shop building. Services included in the original agreement were the preparation of construction drawings and specifications, bidding assistance, project inspections, and closeout, all associated with the new building. Interior improvements to the existing shop building have always been anticipated as part of the larger project. While the Fleet and Parks Departments will move to the new building, Streets and Stormwater will continue to occupy the existing building. To ensure they have a safe and efficient work environment, portions of the interior of the existing building need to be reconfigured to include modernized office space with basic amenities. This necessitates additional design services. LCA has proposed an additional design fee of \$70,102.00 for this work, bringing the total fee for their services on the overall project to \$413,343.00. It is anticipated that design will be complete over the course of the summer, and the tenant improvement project for the existing shop will be bid for construction later this fall. Construction would likely occur in the spring of 2026. A detailed description of the new services is included in the attached, amended professional services agreement.

**PROPOSED ACTIONS:** Recommend approval of the amended professional services agreement; or provide staff further direction.

Belknap introduced the item as written above. Staff strategized the best way to remodel the existing shop by taking advantage of the building as is and minimizing the cost of ultimate construction. This will provide a good working space for streets and storm. The design and construction funding is budgeted in the proposed FY2026 budget. This project was anticipated in the Capital Improvement Plan. The shop buildings were sequenced so that the remodel would come after construction of the new facility so that employees could transition to new facility while the renovation of the existing shop occurs. The Committee recommended approval and that it be placed on the Council regular agenda.

**6. COAST Public Transit Services Agreement (ACTION ITEM) - Bill Belknap**

The Council on Aging & Human Services (COA), operating public transit services as COAST, is proposing to initiate a regional public transit service between the cities of Colfax, Albion, Pullman, and Moscow. They have received grant funding to initiate the service and are seeking the required local match funding from regional entities. The Port of Whitman recently committed \$40,000 in funding, and COAST has received funding commitments from the Pullman Downtown Association, Colfax Thrifty Grandmothers, Kiwanis Club of Colfax, Colfax Downtown Association, and Colfax Chamber of Commerce. On May 5, 2025, the City Council committed to contribute \$5,000 toward this service to provide access to a matching funding commitment of up to \$5,000 from Avista Corporation. Staff has prepared a services agreement with COAST to document the services the City would receive in exchange for the \$5,000 financial commitment.

**PROPOSED ACTIONS:** Recommend approval of the services agreement with the Council on Aging & Human Services (dba COAST), or provide staff further direction.

Belknap provided the history of this funding commitment as written above. He was informed Friday that COAST had a change of executive leadership and will not pursue the new transit service. Because of this, it is not necessary to approve the agreement. The \$5,000 will remain in non-prioritized projects line item.

**ADJOURN**

The meeting closed at 4:23 p.m.

# COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, July 14, 2025



## AGENDA ITEM TITLE

Disbursement Report June 2025 (ACTION ITEM) - Sarah Decker

## RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

## ADDITIONAL PRESENTER(S)

## DESCRIPTION

Accounts Payable Report for the month ending June 30th, 2025. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$2,761,110.11.

Payroll	\$1,375,180.00
Professional Services	\$67,662.00
Sanitation	\$366,667.00
Capital Outlay	\$93,669.00
Capital Outlay - Improvement	\$362,588.00
Capital Outlay - Buildings	\$151,226.00
Minor Equipment	\$5,265.00
Supplies	\$73,281.00
Utilities	\$79,181.00
Contractual Payments	\$24,049.00
ACH Wells Fargo	\$33,996.00
<b>Total</b>	<b>\$3,632,764.00</b>

## REVIEWED BY

## PROPOSED ACTIONS

**ACTION:** Accept the Disbursements Report for the month of June 2025.

## STAFF RECOMMENDATION

Accept the Disbursements Report for the month of June 2025.

## OTHER RESOURCES

## FISCAL IMPACT

## PERSONNEL IMPACT

## ATTACHMENTS

1. June Revenue Report 2025

2. Cash & Investments Balances - June 2025
3. Disbursement Report - June 2025
4. Major Expenditures Report June 2025

**RECEIPTS REPORT FOR JUNE 2025**

FUND NAME		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
<b>Fund #</b>												
101	GENERAL	245,782.25	151,068.41	94,813.64	0.00	147,599.62	12,844.83	305,875.03	254,058.37	0.00	5,547.28	1,217,589.43
105	STREETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,560.92	0.00	0.00	5,560.92
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	192,191.51	0.00	0.00	207.92	1,405.00	-42.40	193,762.03
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	9,068.75	0.00	0.00	0.00	0.00	0.00	0.00	9,068.75
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00
220	WATER	0.00	0.00	0.00	0.00	763,236.75	0.00	2,004.21	2,284.38	0.00	0.00	767,525.34
230	SEWER	0.00	0.00	0.00	0.00	701,323.26	0.00	1,710.82	392.16	0.00	0.00	703,426.24
235	STORMWATER	0.00	0.00	0.00	0.00	49,129.70	0.00	0.00	0.00	0.00	0.00	49,129.70
240	SANITATION	0.00	0.00	0.00	0.00	503,838.05	0.00	0.00	0.00	0.00	0.00	503,838.05
290	FLEET	0.00	0.00	0.00	0.00	79,974.08	0.00	0.00	0.00	0.00	0.00	79,974.08
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,456.59	0.00	0.00	0.00	0.00	0.00	139,456.59
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	1,800.00	0.00	0.00	0.00	27,579.86	0.00	0.00	0.00	29,379.86
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	2,769.71	0.00	0.00	0.00	2,769.71
590	BOND & INTEREST	33,470.97	0.00	0.00	0.00	0.00	0.00	2,230.90	0.00	0.00	0.00	35,701.87
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
<b>TOTAL</b>		<b>279,253.22</b>	<b>151,068.41</b>	<b>96,613.64</b>	<b>9,068.75</b>	<b>2,576,749.56</b>	<b>12,844.83</b>	<b>342,170.53</b>	<b>262,503.75</b>	<b>1,405.00</b>	<b>5,504.88</b>	<b>3,737,182.57</b>

**City of Moscow**  
**Cash and Investments**  
**Balances as of 6/30/2025**

Fund	Year to Date Balance
General Fund	\$ 5,132,849.56
Street Fund	\$ 2,013,761.58
Recreation & Culture	\$ 1,909,176.54
MSDCP	\$ 137,644.22
1912 Fund	\$ 37,803.91
Transit Center	\$ 41,647.49
Water Fund	\$ 3,106,154.30
Sewer Fund	\$ 3,940,065.03
Stormwater Fund	\$ 542,028.11
Sanitation Fund	\$ 2,628,551.91
Fleet Fund	\$ 6,124,632.03
Information Systems	\$ 2,993,603.15
Water Capital	\$ 8,560,304.79
Sewer Capital	\$ 25,345,199.86
Stormwater Capital	\$ 263,158.39
Capital Projects	\$ 17,466,745.85
Sanitation Capital	\$ 10,932,874.15
LID Construction	\$ 220.21
Hamilton	\$ 795,333.06
Bond & Interest	\$ 1,127,734.49
LID Funds	\$ 8,902.89
Payroll Service	\$ 1,144,607.91
<b>Total Cash &amp; Investments</b>	<b>\$ 94,252,999.43</b>

**DISBURSEMENTS REPORT FOR JUNE 2025**

DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		6/4/2025	6/11/2025	6/18/2025	6/25/2025	6/23/2025	6/4/2025 6/11/2025 AP 6.4.2025 AP 6.11.2025		6/13/2025	6/27/2025	
<b>BATCH #</b>		AP 6.4.2025	AP 6.11.2025	AP 6.18.2025	AP 5.25.2025	AP 6.13.2025			PR143 & PR 144	PR 145 & PR 146 PR 147	
<b>CHECK #'s</b>		112903-112968	112969-113047	113048-113111	113112-113177	June's CC ACH's	June's ACH's		21662-21663	21664-21665	
<b>Fund #</b>	ACH for Wells Fargo to be Imported					16,017.60					<b>16,017.60</b>
101	<b>GENERAL</b>	19,124.39	11,780.74	11,497.09	9,687.29	3,775.95			363,802.45	389,667.61	<b>809,335.52</b>
105	<b>STREETS</b>	22,011.05	7,716.68	283.52	3,483.34	67.05			41,044.74	31,796.60	<b>106,402.98</b>
120	<b>RECREATION AND CULTURE</b>	49,808.43	17,233.71	10,521.88	24,944.17	5,955.96			74,176.58	121,505.89	<b>304,146.62</b>
121	<b>MSD COMM. PLAY FIELDS</b>		580.44		1,365.00				3,255.92	2,215.63	<b>7,416.99</b>
123	<b>1912 CENTER</b>			10,750.00							<b>10,750.00</b>
128	<b>TRANSIT CENTER</b>	1,099.96	199.46			88.80					<b>1,388.22</b>
220	<b>WATER</b>	33,985.87	22,216.44	1,661.95	68,608.74	6,326.73			56,146.48	56,254.83	<b>245,201.04</b>
230	<b>SEWER</b>	72,507.06	23,109.44	15,078.60	21,888.60	1,440.50	21,488.37		55,916.13	58,097.22	<b>269,525.92</b>
235	<b>STORMWATER</b>	172.13	7,091.70	859.11					19,323.84	19,566.86	<b>47,013.64</b>
240	<b>SANITATION</b>	147,779.21	269.28				197,399.21		8,625.27	8,791.14	<b>362,864.11</b>
290	<b>FLEET</b>	1,788.05	8,188.85	2,672.07	2,044.62				14,968.65	15,228.73	<b>44,890.97</b>
295	<b>INFORMATION SYSTEMS</b>		2,717.05	1,533.91	1,783.84	323.15			17,127.94	17,667.82	<b>41,153.71</b>
320	<b>WATER CAPITAL PROJECTS</b>	7,911.47					179.54				<b>8,091.01</b>
330	<b>SEWER CAPITAL PROJECTS</b>	9,499.64		3,783.40	23,383.05		179.54				<b>36,845.63</b>
335	<b>STORWATER CAPITAL PROJECTS</b>										<b>0.00</b>
340	<b>SANITATION CAPITAL PROJ</b>										<b>0.00</b>
350	<b>CAPITAL PROJECTS</b>	134,014.62		14,812.41	296,468.45		4,770.67				<b>450,066.15</b>
355	<b>LID CONSTRUCTION</b>										<b>0.00</b>
380	<b>HAMILTON - PARKS &amp; REC</b>										<b>0.00</b>
590	<b>BONDS &amp; INTEREST</b>										<b>0.00</b>
	<b>TOTAL</b>	<b>499,701.88</b>	<b>101,103.79</b>	<b>73,453.94</b>	<b>453,657.10</b>	<b>33,995.74</b>	<b>224,017.33</b>	<b>0.00</b>	<b>654,388.00</b>	<b>720,792.33</b>	<b>2,761,110.11</b>



# COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, July 14, 2025



## AGENDA ITEM TITLE

Third Quarter Financial Report April 1, 2025 to June 30, 2025 for FY2025 (ACTION ITEM) - Sarah Decker

## RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

## ADDITIONAL PRESENTER(S)

## DESCRIPTION

Presentation of the third quarter financial report for Fiscal Year 2025 (April 1, 2025 to June 30, 2025).

## REVIEWED BY

## PROPOSED ACTIONS

**PROPOSED ACTIONS:** Recommend approval of the FY2025 Third Quarter Financial Report, or provide staff with further direction.

## STAFF RECOMMENDATION

Recommend approval of the third quarter financial report for Fiscal Year 2025 (April 1, 2025 to June 30, 2025).

## OTHER RESOURCES

## FISCAL IMPACT

## PERSONNEL IMPACT

## ATTACHMENTS

1. Quarterly Financials - June FY25 - Council Report
2. Quarterly Financials - June FY25 - Summary

**City of Moscow**  
**QUARTERLY FINANCIAL REPORT**  
**Budget For Fiscal Year Ending 9/30/2025**  
**SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL**

				Percent of Year 75%	
				Budget to	
				Actual	
				To Date	
Fund	Original Budget	Final Budget	June-25 YTD		
101	<b>General Fund Revenues</b>	<b>20,126,428</b>	<b>20,126,428</b>	<b>12,952,611</b>	<b>64.36%</b>
	Salaries & Benefits	11,163,266	11,163,266	7,076,659	63.39%
	Operations	4,345,019	4,345,019	2,949,587	67.88%
	Capital Outlay	32,000	32,000	26,475	82.73%
	Transfers	4,586,143	4,586,143	3,518,795	76.73%
	<b>Total General Fund Expenditures</b>	<b>20,126,428</b>	<b>20,126,428</b>	<b>13,571,515</b>	<b>67.43%</b>
105	<b>Street Department Revenues</b>	<b>3,530,055</b>	<b>3,530,055</b>	<b>1,768,206</b>	<b>50.09%</b>
	Salaries & Benefits	951,668	951,668	621,552	65.31%
	Operations	1,387,144	1,387,144	945,894	68.19%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,191,243	1,191,243	743,782	62.44%
	<b>Total Street Fund Expenditures</b>	<b>3,530,055</b>	<b>3,530,055</b>	<b>2,311,228</b>	<b>65.47%</b>
120	<b>Recreation &amp; Culture Revenues</b>	<b>3,729,412</b>	<b>3,729,412</b>	<b>2,587,347</b>	<b>69.38%</b>
	Salaries & Benefits	2,270,264	2,270,264	1,234,029	54.36%
	Operations	1,458,548	1,458,548	816,325	55.97%
	Capital Outlay	0	0	0	0.00%
	Debt Service	0	0	0	0.00%
	Transfers	600	600	600	100.00%
	<b>Total Parks &amp; Rec Expenditures</b>	<b>3,729,412</b>	<b>3,729,412</b>	<b>2,050,953</b>	<b>54.99%</b>
121	<b>MSD Community Playfields Revenues</b>	<b>292,352</b>	<b>292,352</b>	<b>168,784</b>	<b>57.73%</b>
	Salaries & Benefits	72,904	72,904	43,229	59.30%
	Operations	136,989	136,989	43,929	32.07%
	Transfers	82,459	82,459	63,850	77.43%
	<b>Total MSD Community Playfields</b>	<b>292,352</b>	<b>292,352</b>	<b>151,008</b>	<b>51.65%</b>
123	<b>1912 Center Revenues</b>	<b>149,540</b>	<b>149,540</b>	<b>85,155</b>	<b>56.94%</b>
	Operations	138,500	138,500	109,772	79.26%
	Capital Outlay	11,040	11,040	0	0.00%
	<b>Total 1912 Center Expenditures</b>	<b>149,540</b>	<b>149,540</b>	<b>109,772</b>	<b>73.41%</b>
128	<b>Transit Center Revenues</b>	<b>104,265</b>	<b>104,265</b>	<b>44,880</b>	<b>43.04%</b>
	Operations	34,265	34,265	20,300	59.24%
	Transfers	70,000	70,000	52,500	75.00%
	<b>Total Transit Center Fund</b>	<b>104,265</b>	<b>104,265</b>	<b>72,800</b>	<b>69.82%</b>
220	<b>Water Fund Revenues</b>	<b>9,282,000</b>	<b>9,282,000</b>	<b>5,689,757</b>	<b>61.30%</b>
	Salaries & Benefits	1,603,985	1,603,985	1,001,180	62.42%
	Operations	2,597,732	2,597,732	2,012,372	77.47%
	Capital Outlay	512,000	512,000	260,271	50.83%
	Debt Service	268,222	268,222	361,756	134.87%
	Transfers	4,300,061	4,300,061	2,508,679	58.34%
	<b>Total Water Fund Expenditures</b>	<b>9,282,000</b>	<b>9,282,000</b>	<b>6,144,258</b>	<b>66.20%</b>
230	<b>Sewer Fund Revenues</b>	<b>10,179,453</b>	<b>10,179,453</b>	<b>7,392,366</b>	<b>72.62%</b>
	Salaries & Benefits	1,589,230	1,589,230	1,026,317	64.58%
	Operations	2,487,990	2,487,990	2,856,208	114.80%
	Capital Outlay	160,000	160,000	53,700	33.56%
	Debt Service	402,696	402,696	386,780	96.05%
	Transfers	5,539,537	5,539,537	3,167,259	57.18%
	<b>Total Sewer Fund Expenditures</b>	<b>10,179,453</b>	<b>10,179,453</b>	<b>7,490,264</b>	<b>73.58%</b>

**City of Moscow**  
**QUARTERLY FINANCIAL REPORT**  
**Budget For Fiscal Year Ending 9/30/2025**  
**SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL**

				Percent of Year 75%	
				Budget to	
				Actual	
Fund	Original Budget	Final Budget	June-25 YTD	To Date	
235	<b>Stormwater Fund Revenues</b>	<b>1,320,721</b>	<b>1,320,721</b>	<b>964,611</b>	<b>73.04%</b>
	Salaries & Benefits	556,637	556,637	355,390	63.85%
	Operations	352,701	352,701	283,495	80.38%
	Capital Outlay	27,500	27,500	2,895	10.53%
	Debt Service	0	0	0	0.00%
	Transfers	383,883	383,883	119,662	31.17%
	<b>Total Stormwater Fund Expenditures</b>	<b>1,320,721</b>	<b>1,320,721</b>	<b>761,442</b>	<b>57.65%</b>
240	<b>Sanitation Fund Revenues</b>	<b>6,820,823</b>	<b>6,820,823</b>	<b>5,246,957</b>	<b>76.93%</b>
	Salaries & Benefits	252,444	252,444	160,983	63.77%
	Operations	6,311,546	6,311,546	4,153,050	65.80%
	Capital Outlay	0	0	0	0.00%
	Transfers	256,833	256,833	52,988	20.63%
	<b>Total Sanitation Fund</b>	<b>6,820,823</b>	<b>6,820,823</b>	<b>4,367,021</b>	<b>64.02%</b>
290	<b>Fleet Management Revenues</b>	<b>8,046,883</b>	<b>8,046,883</b>	<b>2,647,959</b>	<b>32.91%</b>
	Salaries & Benefits	380,321	380,321	267,896	70.44%
	Operations	3,684,645	3,684,645	495,818	13.46%
	Capital Outlay	3,810,000	3,810,000	2,591,936	68.03%
	Debt Service	0	0	0	0.00%
	Transfers	171,917	171,917	0	0.00%
	<b>Total Fleet Management Expenditures</b>	<b>8,046,883</b>	<b>8,046,883</b>	<b>3,355,649</b>	<b>41.70%</b>
295	<b>Information Systems</b>	<b>3,528,879</b>	<b>3,528,879</b>	<b>1,365,093</b>	<b>38.68%</b>
	Salaries & Benefits	591,832	591,832	384,740	65.01%
	Operations	1,434,010	1,434,010	735,157	51.27%
	Capital Outlay	1,377,178	1,377,178	1,056,013	76.68%
	Transfers	125,859	125,859	5,000	3.97%
	<b>Total Information Systems Expenditures</b>	<b>3,528,879</b>	<b>3,528,879</b>	<b>2,180,910</b>	<b>61.80%</b>
<b>Revenue for Miscellaneous Funds</b>					
320	Water Construction Fund	9,515,629	9,515,629	2,433,871	25.58%
330	Sewer Construction Fund	25,683,902	25,683,902	3,703,734	14.42%
335	Stormwater Capital Fund	316,329	316,329	126,048	39.85%
340	Sanitation Constructicon Fund	10,385,938	10,385,938	345,465	3.33%
350	Capital Projects Fund	19,003,634	19,003,634	5,354,377	28.18%
355	LID Construction Fund	0	0	2	0.00%
380	Hamilton P & R	32,000	32,000	22,878	71.49%
590	Bond & Interest Debt Service Fund	1,061,172	1,061,172	659,390	62.14%
595	LID Bonded Debt Service Fund	35,611	35,611	0	0.00%
	<b>Total Miscellaneous Fund Revenue</b>	<b>66,034,215</b>	<b>66,034,215</b>	<b>12,645,765</b>	<b>19.15%</b>
<b>Expenses for Miscellaneous Funds</b>					
320	Water Construction Fund	9,515,629	9,515,629	321,198	3.38%
330	Sewer Construction Fund	25,683,902	25,683,902	345,255	1.34%
335	Stormwater Capital Fund	316,329	316,329	48,484	15.33%
340	Sanitation Constructicon Fund	10,385,938	10,385,938	17,703	0.17%
350	Capital Projects Fund	19,003,634	19,003,634	2,530,545	13.32%
355	LID Construction Fund	0	0	0	0.00%
380	Hamilton P & R	32,000	32,000	24,000	75.00%
590	Bond & Interest Debt Service Fund	1,061,172	1,061,172	69,882	6.59%
595	LID Bonded Debt Service Fund	35,611	35,611	26,708	75.00%
	<b>Total Miscellaneous Fund Expenses</b>	<b>66,034,215</b>	<b>66,034,215</b>	<b>3,383,775</b>	<b>5.12%</b>
	<b>Total City Revenue (1)</b>	<b>133,145,026</b>	<b>133,145,026</b>	<b>53,559,491</b>	<b>40.23%</b>
	<b>Total City Expenses</b>	<b>133,145,026</b>	<b>133,145,026</b>	<b>45,950,595</b>	<b>34.51%</b>

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

(1) Budgeted revenues included Beginning Fund Balance and Budgeted expenses include Ending Fund Balance; Actuals do not include Fund Balance

**City of Moscow**  
**QUARTERLY FINANCIAL REPORT**

Budget For Fiscal Year Ending 9/30/2025

SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

	Original Budget	Final Budget	June-25 YTD	Percent of Year 75% Budget to Actual To Date
<b>General Fund</b>				
Revenues	20,126,428	20,126,428	12,952,611	64.36%
Salaries & Benefits	11,163,266	11,163,266	7,076,659	63.39%
Operations	4,345,019	4,345,019	2,949,587	67.88%
Capital Outlay	32,000	32,000	26,475	82.73%
Transfers	4,586,143	4,586,143	3,518,795	76.73%
<b>Total General Fund Expenditures</b>	<b>20,126,428</b>	<b>20,126,428</b>	<b>13,571,515</b>	<b>67.43%</b>
<b>Bond &amp; Interest Debt Service Revenue</b>	<b>1,096,783</b>	<b>1,096,783</b>	<b>659,390</b>	<b>60.12%</b>
<b>Bond &amp; Interest Debt Service Expenditures</b>	<b>1,096,783</b>	<b>1,096,783</b>	<b>96,590</b>	<b>8.81%</b>
<b>Other Governmental Funds</b>				
Revenues	7,805,624	7,805,624	4,654,372	59.63%
Salaries & Benefits	3,294,836	3,294,836	1,898,810	57.63%
Operations	3,155,446	3,155,446	1,936,219	61.36%
Capital Outlay	11,040	11,040	0	0.00%
Transfers	1,344,302	1,344,302	860,732	64.03%
Debt Service	0	0	0	0.00%
<b>Total Other Governmental Expenditures</b>	<b>7,805,624</b>	<b>7,805,624</b>	<b>4,695,761</b>	<b>60.16%</b>
<b>All Capital Projects Funds</b>				
Revenues	64,937,432	64,937,432	11,986,375	18.46%
Capital Outlay	64,937,432	64,937,432	3,287,184	5.06%
<b>Total Capital Projects Expenditures</b>	<b>64,937,432</b>	<b>64,937,432</b>	<b>3,287,184</b>	<b>5.06%</b>
<b>Enterprise Funds</b>				
Revenues	27,602,997	27,602,997	19,293,690	69.90%
Salaries & Benefits	4,002,296	4,002,296	2,543,871	63.56%
Operations	11,749,969	11,749,969	9,305,125	79.19%
Capital Outlay	699,500	699,500	316,866	45.30%
Debt Service	670,918	670,918	748,536	111.57%
Transfers	10,480,314	10,480,314	5,848,587	55.81%
<b>Total Enterprise Fund Expenditures</b>	<b>27,602,997</b>	<b>27,602,997</b>	<b>18,762,985</b>	<b>67.97%</b>
<b>Internal Service Funds</b>				
Revenues	11,575,762	11,575,762	4,013,052	34.67%
Salaries & Benefits	972,153	972,153	652,636	67.13%
Operations	5,118,655	5,118,655	1,230,974	24.05%
Capital Outlay	5,187,178	5,187,178	3,647,949	70.33%
Debt Service	0	0	0	0.00%
Transfers	297,776	297,776	5,000	1.68%
<b>Total Fleet &amp; IS Expenditures</b>	<b>11,575,762</b>	<b>11,575,762</b>	<b>5,536,559</b>	<b>47.83%</b>
<b>Total City Revenue (1)</b>	<b>133,145,026</b>	<b>133,145,026</b>	<b>53,559,491</b>	<b>40.23%</b>
<b>Total City Expenses</b>	<b>133,145,026</b>	<b>133,145,026</b>	<b>45,950,595</b>	<b>34.51%</b>

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

(1) Budgeted revenues included Beginning Fund Balance and Budgeted expenses include Ending Fund Balance; Actuals do not include Fund Balance

# COMMITTEE / CITY COUNCIL STAFF REPORT



DATE: Monday, July 14, 2025

## AGENDA ITEM TITLE

Lola Clyde Park Development Grant Award Agreement (ACTION ITEM) - Alisa Anderson / Luke Hajda

## RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Luke Hajda, Civil Engineer

## ADDITIONAL PRESENTER(S)

## DESCRIPTION

In 1996, the City purchased the 5.1-acre vacant corner lot with undeveloped frontage access on two sides from Skyler Schlueter. As part of the purchase agreement, the property would be named Lola Clyde Park after Schlueter's grandmother. In 2005, Palouse Clearwater Environmental Institute (PCEI) teamed up with the City to reconstruct Hogg Creek into the meandering stream it is today. A pedestrian bridge was constructed in 2006 across the creek by University of Idaho engineering students. In 2015, the City completed a park master plan that included elements for all ages and abilities, including a restroom, shelter, tables, and walkways. The City Council adopted the Lola Clyde Park Conceptual Design plan in April 2016. In 2019, the City installed a playground structure with a connecting pathway to the existing pedestrian bridge.

In January 2023, staff submitted a grant application to the Idaho Department of Parks and Recreation (IDPR) under the Land and Water Conservation Program requesting assistance with the continued development of Lola Clyde Park. The proposed project includes frontage improvements, accessible paths/sidewalks, parking, lighting, and an internal pathway around the lower perimeter of the park property. In May 2023, staff were invited to present the request to the Land and Water Conservation Evaluation Committee in Boise. Shortly after, staff received notification that the request was approved to be submitted to the National Park Service (NPS) for approval of a grant request. On June 25, 2025, staff received the attached Letter of Award and State and Local Project Agreement from IDPR. The details of the funding and project elements are shown in Attachment F of the Agreement. The City will provide \$170,000 of in-kind match, including surveying, engineering/design, and construction inspection, in addition to \$414,000 in cash for a total match of \$584,000 (50% match requirement) with a grant award of \$584,000 for construction with total project costs of \$1,168,000. It is anticipated that engineering staff will complete the design of the project and advertise it for bidding in 2026, with construction anticipated for possibly as soon as next summer.

## REVIEWED BY

## PROPOSED ACTIONS

**PROPOSED ACTIONS:** Recommend approval to accept the grant award and authorize execution of the required documents, including the State and Local Agreement for the Land and Water Conservation Fund from the Idaho Department of Parks and Recreation or provide staff further direction.

## STAFF RECOMMENDATION

Recommend approval to accept the grant award and execute the State and Local Agreement for the Land and Water Conservation Fund from the Idaho Department of Parks and Recreation.

**OTHER RESOURCES**

**FISCAL IMPACT**

The City will provide 50% match to include \$170,000 in-kind from engineering staff and \$414,000 of cash for a total match of \$584,000 which is included in the CIP.

**PERSONNEL IMPACT**

Engineering, Parks, Grants and Finance Departments

**ATTACHMENTS**

- 1. Lola Clyde Park Award Letter
- 2. Lola Clyde Park Local Agreement 2025.



State of Idaho

# Department of Parks and Recreation

BRAD LITTLE  
Governor

SUSAN E. BUXTON  
Director

## Idaho Park and Recreation Board

Brian Beckley, Chair - District 3 | Chuck Roady - District 1 | Hugh Cooke - District 2 | Jim Keating - District 4 | Amy Manning - District 5 | Cortney Liddiard - District 6

June 25, 2025

Alisa J. Anderson  
City of Moscow  
504 South Washington Street  
Moscow ID 83843

Dear Ms. Anderson,

I am pleased to inform you that the National Park Service has approved your grant application on the federal level.

Enclosed is the project agreement (including general provisions). Please sign and return to our office. We required either an original (wet) signature or an authenticated digital signature on all contracts. Once the Alternate State Liaison Officer has signed the agreement, we will return your copy and the city will be able to proceed with the project. Your project has been assigned #16-00603. Please reference this number in all future correspondence relating to this project.

I have enclosed an engineering certification, which needs to be filled out and returned. The city also needs to post the enclosed Equal Opportunity Employer poster. If you have any questions about either, please contact me.

Congratulations! I look forward to seeing the progress of the improvements at Lola Clyde Park. If you have any questions, you may call or email me at (208) 514-2431 or [Kathy.muir@idpr.idaho.gov](mailto:Kathy.muir@idpr.idaho.gov).

Sincerely,

Kathy Muir  
State & Federal Grant Manager

Enclosures

<b>STATE AND LOCAL PROJECT AGREEMENT</b>		<b>Project Sponsor:</b> City of Moscow
<b>Land and Water Conservation Fund</b>		<b>Project Title:</b> Lola Clyde Park Development
<b>Approval Date:</b> June 24, 2025	<b>Project Period:</b> 07/01/2025 to 06/30/2028	<b>Project No.:</b> 16-00603

**Project Scope Elements (See Milestone Plan for Details):**

1. Parking Lot
2. Pathways
3. Lighting
4. Landscaping
5. Design & Engineering

**Project Cost Breakdown:**

<b>Total Project Cost as Shown by Project Proposal</b>	<b>\$ 1,168,000.00</b>
Local Matching Funds of 50%	\$ 584,000.00
Federal Funds for this Project to Support Ceiling of *50%	\$ 584,000.00

**\*Support Ceiling** - The maximum amount of federal assistance that will be provided on a project. This amount is determined at the time of project approval contained in the project proposal.

The State of Idaho, represented by the Idaho Park and Recreation Board and the Idaho Department of Parks and Recreation (hereinafter referred to as the State), and **the City of Moscow** (hereinafter referred to as the Sponsor), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965 (hereinafter referred to as LWCF), and any rules or regulations promulgated thereunder; and the Idaho Administrative Procedures Act, IDAPA 26.01.33000 et seq., including the terms, conditions, plans, specifications, estimates and procedures established thereunder.

The State is authorized to enter into this agreement pursuant to Sections 67-4223, Idaho Code.

The State hereby promises, in consideration of the promises made by the local unit herein, to take the necessary steps and action to attempt to enter an agreement with the United States Department of the Interior, National Park Service, to obtain federal funds for that portion of the project referred from the United States and disburse the same as it deems necessary to the local unit.

34 Nothing contained in any part of this contract, including the general provisions, maintenance agreement, or any  
35 other attachment hereto, is to be, in any way, understood as obligating the credit of funds of the State of Idaho or  
36 any state department. It is further understood that in the event federal funds are not available for this project  
37 within a year from the date of this agreement, that this agreement is null and void. The Sponsor hereby promises,  
38 in consideration of the promises made by the State, to carry out and complete the project scope described on the  
39 reverse side in accordance with the terms of this agreement and attachments.  
40

41 It is expressly understood and agreed by and between the parties that the State is not liable to reimburse the local  
42 unit for any costs whatsoever until it has received funds designated for such project from the National Park Service  
43 and until the National Park Service has agreed that such funds are to be disbursed to the local unit. It is further  
44 understood that in the event any project is cancelled, any funds remaining in the hands of the State will not be  
45 paid over to the local unit unless so permitted by the federal government.  
46

47 The Sponsor is responsible for assuring that all reasonable safeguards, safety devices, and protective equipment  
48 are provided. Also, the Sponsor should take the action necessary to protect the life and health of employees on  
49 the job and the safety of the public, and to protect property in connection with performance of work to the  
50 project.  
51

52 The attached general provisions and all commitments in the total project proposal, the project application, and  
53 LWCF manual are made a part of this agreement.  
54

55 The following special project terms and conditions were added to this agreement before it was signed.  
56

57  
58 The parties hereto have executed this agreement on:  
59

60  
61  
62 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
63

64  
65 IDAHO DEPARTMENT OF PROJECT SPONSOR  
66 PARKS AND RECREATION  
67

68  
69 By: \_\_\_\_\_ By: \_\_\_\_\_  
70 (Signature) (Signature)  
71

72  
73 Alternate State Liaison Officer Arthur D. Bettge, Mayor, City of Moscow, Idaho  
74 (Title) (Title)  
75

76 **Terms of Agreement**

77  
78 **PERFORMANCE GOALS AND PROJECT OBJECTIVES**

79  
80 **Performance Goals** – LWCF financial assistance is provided to assure that a sufficient quality and/or quantity of  
81 outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs  
82 of the general public. This project will improve public outdoor recreation opportunities for the community of  
83 Moscow by developing Lola Clyde Park in Moscow, Idaho. Furthermore, this park will provide outdoor recreation  
84 upgrades for park visitors of all ages because of the inclusion of various park amenities.

85  
86 **Project Objectives** – As a result of this project Lola Clyde Park will have an internal trail, walking paths, sidewalks,  
87 curbs, gutters, a pedestrian ramp, luminaire, and paved parking.

88  
89 **PUBLIC PURPOSE**

90 The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the  
91 United States of present and future generations, and visitors who are lawfully present within the boundaries of the  
92 United States, such quality and quantity of outdoor recreation resources as may be available and are necessary  
93 and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S.  
94 citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial  
95 assistance to States (and through States to local units of government) to plan for, acquire, and develop needed  
96 land and water areas and facilities for outdoor recreation.

97  
98 **STATEMENT OF WORK**

99 At Lola Clyde Park the recipient, Idaho Department of Parks and Recreation, will cooperate with the subrecipient,  
100 City of Moscow, to develop an internal trail/walking path and sidewalks; develop curbs; develop gutters; develop a  
101 pedestrian ramp; develop luminaire; and develop paved parking.

102  
103 The Recipient [and Subrecipient] shall adhere to the approved statement of work as set forth here and in  
104 Attachment F of this agreement.

105  
106 **COST-SHARE REQUIREMENT**

107 At least 50% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are  
108 authorized, any reimbursement of these costs is limited to the Federal cost share percentage identified in this  
109 agreement.

110  
111 **PRE-AWARD INCURRENCE OF COSTS**

112 The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the  
113 award of this agreement are not allowable.

114  
115 **AWARD SPECIFIC TERMS AND CONDITIONS**

116 A. City of Moscow will supply a completed boundary map before closeout that notes all easements within the park  
117 boundary.

118  
119 B. City of Moscow agrees to follow mitigation measures listed for migratory birds in the IPAC report.

122 **PRIOR APPROVAL**

123 The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

125 **PROPERTY UTILIZATION**

126 NOT APPLICABLE

127 **MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION**

128 A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both  
129 parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized  
130 representative of Recipient.

131 B. Additional conditions may be imposed by NPS if it is determined that the Recipient is noncompliant to the  
132 terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

133 C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in  
134 2 CFR 200.340 through 200.343.

135 ***ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O.***  
136 ***14005 (dated January 25, 2021)***

137 Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the  
138 Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United  
139 States, and whenever possible, procure goods, products, materials, and services from sources that will help  
140 American businesses compete in strategic industries and help America's workers thrive.

142 ***SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))***

143 While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C.  
144 § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all  
145 documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act.  
146 Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be  
147 submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of  
148 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables*  
149 *and therefore the following requirements do not apply.*

151 All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the  
152 Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal  
153 Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility  
154 impairments. View [Section 508 of the Rehabilitation Act, Standards and Guidelines](#) for detailed information.

**CONFLICT OF INTEREST****(a) Applicability.**

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

**(b) Requirements.**

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

**(c) Notification.** Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

**(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.**

**(e) Review Procedures.** The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

**(f) Enforcement.** Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

**BUILD AMERICA, BUY AMERICA**

(a) Standard Buy America Preference Award Term - The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

*Required Use of American Iron, Steel, Manufactured Products, and Construction Materials*

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

*Waivers* - When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the circumstances below applies:

- 249
- 250 1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not
- 251 produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
- 252
- 253 2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials
- 254 produced in the United States will increase the cost of the overall project by more than 25 percent; or
- 255
- 256 3. Public Interest Waiver: applying the domestic content procurement reference would be inconsistent with the
- 257 public interest.
- 258

259 There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability

260 waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

261

262 If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria

263 of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not

264 required to request a separate waiver for non-domestic materials.

265

266 If a general applicability waiver does not already apply, and a recipient believes that one of the above

267 circumstances applies to an award, a request to waive the application of the domestic content procurement

268 preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver requests shall include

269 the information below. The waiver shall not include any Privacy Act information, sensitive data, or proprietary

270 information within their waiver request. Waiver requests will be posted to ["Buy America" Domestic Sourcing](#)

271 [Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are

272 subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in

273 America Office.

274

- 275 1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
- 276
- 277 2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
- 278
- 279 3. Department of Interior Bureau or Office who issued the award.
- 280
- 281 4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
- 282
- 283 5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
- 284
- 285 6. Federal Award Identification Number (FAIN).
- 286
- 287 7. Federal funding amount (reference block 11.m. on DO Notice of Award).
- 288
- 289 8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
- 290
- 291 9. Infrastructure project description(s) and location(s) (to the extent known).
- 292
- 293 10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive
- 294 from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS
- 295 code for each.

296  
297 11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by  
298 terms included in requests for proposals, contracts, and nonproprietary communications with the prime  
299 contractor.

300  
301 12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry  
302 outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable,  
303 the absence of any Buy America-compliant bids received in response to a solicitation.

304  
305 13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved DOI General](#)  
306 [Applicability Waivers | U.S. Department of the Interior](#); recipients requesting a waiver will be notified of their  
307 waiver request determination by a Financial Assistance Awarding Officer.

308  
309 Questions pertaining to waivers should be directed to the Financial Assistance Awarding Officer.

### 310 *Definitions*

311  
312  
313 “Construction materials” includes an article, material, or supply that is or consists primarily of:

- 314 • non-ferrous metals;
- 315 • plastic and polymer-based products (including polyvinylchloride, composite building materials, and  
316 polymers used in fiber optic cables);
- 317 • glass (including optic glass);
- 318 • lumber; or
- 319 • drywall.

320  
321 “Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or  
322 gravel, or aggregate binding agents or additives.

323  
324 “Domestic content procurement preference” means all iron and steel used in the project are produced in the  
325 United States; the manufactured products used in the project are produced in the United States; or the  
326 construction materials used in the project are produced in the United States.

327  
328 “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads,  
329 highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity  
330 passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water  
331 and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and  
332 buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

333  
334 “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

### 335 (b) Buy America Preference Alternate Small Award Term

336  
337  
338 The followings terms apply for financial assistance agreements for infrastructure that do not currently and are not  
339 anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00.

### 340 *Required Use of American Iron, Steel, Manufactured Products, and Construction Materials*

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

This award currently qualifies for the existing DOI general applicability small grant waiver as described at: [www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers](http://www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers) on the basis that the total award amount does not exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. While this waiver permits the use of non-domestic materials for DOI financial assistance awards that do not exceed the SAT, recipients shall still maximize the use of domestic materials to the maximum extent possible. In the event the total award amount is increased to an amount above the SAT, recipients under this award are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [www.doi.gov/grants/BuyAmerica/](http://www.doi.gov/grants/BuyAmerica/). Additional information can also be found at the White House Made in America Office website: [www.whitehouse.gov/omb/management/made-in-america/](http://www.whitehouse.gov/omb/management/made-in-america/).

In the event the total amount of this award increases to an amount that exceeds the SAT, recipients shall notify their financial assistance awarding officer of any non-domestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible. Recipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for non-compliant materials if it is determined that one of the circumstances below applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials used are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

390 2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials  
391 produced in the United States will increase the cost of the overall project by more than 25 percent; or  
392

393 3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the  
394 public interest.  
395

396 Instructions for requesting a waiver can be found on [www.doi.gov/grants/buyamerica](http://www.doi.gov/grants/buyamerica). Recipients requesting a  
397 waiver will be notified of their waiver request determination by an awarding officer. Questions pertaining to  
398 waivers should be directed to the financial assistance awarding officer.  
399

400 Recipients shall consult [OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy](#)  
401 [America Preference in Federal Financial Assistance Programs for Infrastructure](#), for additional information,  
402 inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.  
403

404 The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the  
405 expiration date of the waiver, recipients shall ensure all iron, steel, manufactured products, and construction  
406 materials used in the project are produced in the United States, unless an approved waiver is obtained.  
407

**ATTACHMENT A****LWCF GENERAL PROVISIONS****Part I – Definitions**

A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).

B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.

E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.

F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).

G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

**Part II - Continuing Assurances**

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to comply with so comply shall be deemed a failure by the State to comply.

458 B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project  
459 boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to  
460 such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other  
461 than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term  
462 of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only  
463 if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon  
464 such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair  
465 market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post  
466 completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then  
467 becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary,  
468 or her/his designee.

469  
470 Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in  
471 the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory  
472 public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement  
473 is provided.

474  
475 In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full  
476 knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to  
477 other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of  
478 this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval  
479 of replacement property in accord with the conditions set forth in these provisions and the program regulations. The  
480 provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such  
481 lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the  
482 NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known  
483 and agreed to by the NPS.

484  
485 C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the  
486 terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public  
487 outdoor recreation facilities and resources that are available to the people of the State and of the United States, and  
488 such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United  
489 States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the  
490 United States of an amount equal to the amount of assistance extended under this agreement by the United States  
491 would be inadequate compensation to the United States for any breach by the State of this agreement.

492  
493 The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this  
494 agreement shall be the specific performance of this agreement or the submission and approval of a conversion  
495 request as described in Part II.B above.

496  
497 D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual  
498 are incorporated into and made a part of the grant agreement.

499  
500 E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained  
501 as prescribed by Manual requirements and published post completion compliance regulations (36 C.F.R Part 59).

502  
503 F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g.,  
504 registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property  
505 described and shown in the scope of the grant agreement and the signed and dated project boundary map made part  
506 of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other  
507 than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.

508  
509 G. Nondiscrimination

510  
511 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to  
512 nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.

513  
514 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable  
515 differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. §  
516 200305(i) and the Manual.

517  
518 **Part III - Project Assurances**

519  
520 A. Project Application

521  
522 1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated  
523 documents is by this reference made a part of the agreement.

524  
525 2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A  
526 resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application,  
527 including all understandings and assurances contained herein, and directing and authorizing the person identified as  
528 the official representative of the State to act in connection with the application and to provide such additional  
529 information as may be required.

530  
531 3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be  
532 available to assure effective operation and maintenance of the facilities acquired or developed by the project.

533  
534 B. Project Execution

535  
536 1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds  
537 granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved  
538 negotiated indirect cost rate agreement.

539  
540 2. The State will cause physical work on the project to start within one year after receipt of notification that funds  
541 have been approved and assure that the project is being implemented to completion with reasonable diligence.

542  
543 3. The State shall secure completion of the work in accordance with approved construction plans and specifications,  
544 and shall secure compliance with all applicable Federal, State, and local laws and regulations.

545  
546 4. The State will provide for and maintain competent and adequate architectural/engineering supervision and  
547 inspection at the construction site to ensure that the completed work conforms with the approved plans and  
548 specifications; and that it will furnish progress reports and such other information as the NPS may require.

549  
550 5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the  
551 State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his  
552 designee in accord with Section III.C below.

553  
554 6. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with  
555 applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L.  
556 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real  
557 Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood

558 Disaster Protection Act of 1973 (P.L. 93-234).

559  
560 7. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood  
561 hazards; EO 11288, relating to the prevention, control, and abatement of water pollution, and EO 11990 relating to  
562 the protection of wetlands.

563  
564 8. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966  
565 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by  
566 adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act  
567 requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by  
568 following the process outlined in regulations. That process includes (1) initiating the process through consultation  
569 with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic  
570 properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by  
571 the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the  
572 undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and  
573 documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the  
574 undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

575  
576 9. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended  
577 (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements  
578 while considering the consequences of this project on the human environment. This Act requires Federal agencies to  
579 take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees  
580 are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-  
581 supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The  
582 applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate  
583 NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a  
584 Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS  
585 Director's Order 12, applies.

### 586 587 C. Project Termination

588  
589 1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State  
590 or pending a decision to terminate the grant by the NPS.

591  
592 2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the  
593 initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with  
594 the NPS.

595  
596 3. The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it  
597 is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly  
598 notify the State in writing of the determination and the reasons for the termination, together with the effective date.  
599 Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the  
600 legal rights and liabilities of the parties.

601  
602 4. The Director or State may terminate grants in whole or in part at any time before the date of completion when  
603 both parties agree that the continuation of the project would not produce beneficial results commensurate with the  
604 further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective  
605 date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations  
606 for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The

607 NPS may allow full credit to the State for the Federal share of the non-cancelable obligations properly incurred by  
608 the grantee prior to termination.

609  
610 5. Termination either for cause or for convenience requires that the project in question be brought to a state of  
611 recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

612  
613 D. Project Closeout

614  
615 1. The State will determine that all applicable administrative actions, including financial, and all required work as  
616 described in the grant agreement has been completed by the end of the project's period of performance.

617  
618 2. Within 120 calendar days after completing the project or the Expiration Date of the period of performance,  
619 whichever comes first, the State will submit all required documentation for closeout as outlined in the Manual, and  
620 the Federal Financial Report (SF-425) as outlined in Article IX of the Agreement, for approval by the NPS prior to  
621 requesting final reimbursement.

622  
623 3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the  
624 final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic  
625 Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.

626  
627 4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the  
628 record retention period.

**ATTACHMENT F**

**Lola Clyde Park Development Budget Narrative / Milestone Plan**

State: Idaho Sub-grantee: City of Moscow, Idaho  
 Project Name: Lola Clyde Park Development  
 LWCF Legacy Project #: 16-00603 PoP Start: 07/01/25 PoP End: 06/30/28  
 Total Project Cost (including ICR): \$1,168,000.00 Development: X Acquisition:  
 Federal Share: \$584,000.00 NPS Region: WASP Date Prepared: 06/25/25  
 Federal Share as % of project: 50%

**Scope of Work:** This project will be the foundation of the Lola-Clyde Park infrastructure which is required before any further park development can take place. The proposed project includes required ADA accessible frontage improvements including curbs, sidewalks, parking lots, and approximately 2,000 feet of accessible multi-use pathway. The proposed pathway will provide an accessible route from the parking lot throughout the park connecting all amenities to

PROPOSED ACCOMPLISHMENTS	LWCF grant (federal share)	MATCH - from grant sponsor	EXPENDITURES	SUBTOTALS by Category	Balance	NOTES
<b>4. Architectural and Engineering Fees</b>						
Site Survey and Design	\$0.00	\$69,000.00	\$0.00	\$69,000.00		
<b>6. Project Inspection Fees</b>						
Construction Inspection	\$0.00	\$91,000.00	\$0.00			
Contracted Material Testing	\$10,000.00	\$6,000.00	\$0.00	\$107,000.00		
<b>7. Site Work</b>						
Excavation and Haul	\$41,000.00	\$31,000.00	\$0.00			
Soft Spot Repair	\$101,000.00	\$75,000.00	\$0.00			
Stabilized Construction Entrance	\$4,000.00	\$3,000.00	\$0.00			
Site Drainage	\$47,000.00	\$35,000.00	\$0.00			
				\$337,000.00		
<b>8. Demolition and Removal</b>						
Remove and Dispose of Bit. Surface	\$10,000.00	\$8,000.00	\$0.00			
				\$18,000.00		
<b>9. Construction</b>						
Concrete Work	\$54,000.00	\$44,000.00	\$0.00			
Landscaping and Restoration	\$34,000.00	\$24,000.00	\$0.00			
Pavement	\$140,000.00	\$101,000.00	\$0.00			
Signs and Pavement Markings	\$16,000.00	\$10,000.00	\$0.00			
Lighting	\$12,000.00	\$7,000.00	\$0.00			
Construction Traffic Control	\$23,000.00	\$16,000.00	\$0.00			
Mobilization	\$49,000.00	\$34,000.00	\$0.00			
				\$564,000.00		
<b>11. Miscellaneous</b>						
Rock and Aggregate	\$43,000.00	\$30,000.00	\$0.00			
				\$73,000.00		
Subtotals - federal cost share	\$584,000.00	\$584,000.00	\$0.00	\$1,168,000.00		
Subtotal - local cost share (all sources)		\$584,000.00				
<b>16. TOTAL PROJECT COSTS (not incl ICR)</b>	<b>\$1,168,000.00</b>					
Indirect Cost by federal and local cost share	\$0.00		\$0.00			
Total project cost by type of cost share	\$584,000.00	\$584,000.00				
<b>TOTAL Project Cost (including ICR)</b>	<b>\$1,168,000.00</b>					
						<b>Over Match (Not Reimbursable): \$0.00</b>

Notes:

Cost estimates prepared by: Scott Bontrager, P.E., City Engineer

Cost categories should align with SF-424c categories. The most common categories for LWCF projects are included above; add others as needed to complete the budget detail.

# COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, July 14, 2025



## AGENDA ITEM TITLE

Street Banner Policy Update (ACTION ITEM)- Tyler Palmer

## RESPONSIBLE STAFF

Tyler Palmer, Deputy City Supervisor

## ADDITIONAL PRESENTER(S)

## DESCRIPTION

The City of Moscow has long maintained a program for the placement of banners in the downtown area for the display of government banners as well as public notification of special events. The program, administered by the Streets Department, has been updated several times over many years, with a formalized policy adopted by the City Council in 2013. Since the adoption of the 2013 policy, the location and use of light pole banners within the City has changed such that it requires an update. The revised policy provides the policy purpose, permitted uses, banner standards, application process and fees, and prioritization criteria to address when multiple requests are received for the same period of time. The policy establishes that the use of light pole banners and over-the-street banners are restricted for governmental use and is not intended to establish or be utilized as a public forum.

## REVIEWED BY

## PROPOSED ACTIONS

**PROPOSED ACTIONS:** Recommend approval of the updated Street Banner Policy and associated Resolution, or provide staff with further direction.

## STAFF RECOMMENDATION

Recommend approval of the updated Street Banner Policy and associated Resolution

## OTHER RESOURCES

## FISCAL IMPACT

## PERSONNEL IMPACT

## ATTACHMENTS

1. Resolution 2025- Banner Policy \_Final with attachment (002)

**RESOLUTION 2025-\_\_**

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE REPEAL OF THE CITY OF MOSCOW DOWNTOWN BANNER POLICY AND PROCEDURES ADOPTED ON DECEMBER 16, 2013, AND FOR SAID POLICY AND PROCEDURES TO BE REPLACED WITH THIS RESOLUTION ADOPTING AN UPDATED POLICY FOR THE CITY OF MOSCOW REGARDING LIGHT POLE BANNERS AND OVER THE STREET BANNERS; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

**WHEREAS**, on December 16, 2013, the City approved the City of Moscow Downtown Banner Policy and Procedures (2013 Policy and Procedures) to guide the use and installation of banners within downtown Moscow; and

**WHEREAS**, since the adoption of the 2013 Policy and Procedures, the location and use of light pole banners within the City has changed; and

**WHEREAS**, the City finds that it is appropriate to update the prior 2013 Policy and Procedures to reflect current uses;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Moscow, Idaho 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 2013 City of Moscow Downtown Banner Policy and Procedures be repealed in its entirety and replaced with this Resolution, hereby approving and adopting a revised Street Banner Policy, attached hereto as Exhibit "A" and incorporated herein by this reference.
2. That any City of Moscow Resolution inconsistent with the Street Banner Policy adopted herein shall be and are hereby superseded by the policy attached.
3. That the provisions of this Resolution and the attached shall be deemed severable and the invalidity of any provisions of this Resolution or the attached Exhibit "A" shall not affect the validity of the remaining provisions.
4. That this Resolution shall become effective upon its passage and approval.

**PASSED** on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____

Drew Davis \_\_\_\_\_  
Julia Parker \_\_\_\_\_  
Sandra Kelly \_\_\_\_\_  
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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
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, Idaho held on \_\_\_\_\_, 2025 and attest to the Mayor's signature.

\_\_\_\_\_  
Laurie M. Hopkins, City Clerk

# Exhibit “A”



## City of Moscow

### Street Banner Policy

Adopted \_\_\_\_\_, 2025, through Resolution 2025-

#### **I. Policy Purpose**

The City of Moscow maintains banners on selected light poles in the City, in addition to a single, over-the-street banner on Main Street, for sole governmental purposes, as shown on the City of Moscow Banner Location Map, included as Attachment “A”, incorporated herein by this reference. The governmental purposes include community beautification, promotion of City and other governmental entities through the display of governmental entity logos, and the promotion of City and City-sponsored community events and programs. The use of light pole banners and over-the-street banners is restricted for governmental use and is not intended to establish or be utilized as a public forum.

This policy is intended to establish the allowed uses of light pole and over-the-street banners within the City of Moscow.

#### **II. Light Pole Banners**

- A. Permitted Use. Light pole banners shall be reserved solely for governmental use for the purpose of community beautification, display of governmental entity logos, and the promotion of City and City-sponsored events or programs.
- B. Banner Standards. The City reserves the right to review and approve all banners requested to be displayed on behalf of other governmental entities. Governmental entity banners shall be limited to logos, entity names, entity slogans (e.g. “Heart of the Arts”), and/or complimentary visual backgrounds and graphic designs.

- C. Entities are encouraged to promote their identity using logos and graphic design to minimize visual clutter and are not permitted to include commercial marketing or advertising.
- D. Reservation of Event Banner Locations. The City shall identify, and reserve select light pole banner locations for the purpose of promoting City-sponsored events or programs. During the time in which the Event Banner Locations are not utilized for promoting City-sponsored events, the City may install City or other governmental entity banners in such locations at the sole discretion of the City consistent with this policy.
- E. Agreements with Governmental Entities. The City may enter into agreements with other governmental entities to reserve certain light pole locations for that entity's sole use. Such agreements shall require compliance with this policy the banner standards and payment of an annual fee for the installation and maintenance of the light pole banners.
- F. City Sponsored Events and/or Programs. The City Council shall be the body that determines what events the City sponsors for the purposes of this Policy. Unless waived by the City Council, the entity responsible for the City-sponsored event shall be required to pay the fee, as established by resolution, for the installation and removal of the event light pole banners.

### **III. Over-the-Street Banner**

- A. Permitted Uses. The over-the-street banner is reserved for governmental use for the purpose of advertising and promoting City sponsored and other governmental entity's local community events. It is not intended to serve as a designated public forum or for general commercial or non-commercial advertising of any kind.
- B. Application Process and Fees. Applications for an over-the-street banner shall be submitted to the Streets Department (650 N. Van Buren Street) on the form provided by the City. Applications shall be submitted no less than thirty (30) days before the requested banner installation date. If the application is approved, the applicant shall be required to pay the banner installation fee as established by resolution unless waived by the City. Applications will be accepted each year starting on the following dates:
  - 1. First City business day in January for banner installations from July through December of that year.
  - 2. First City business day in July for banner installations from January through June of the following year.

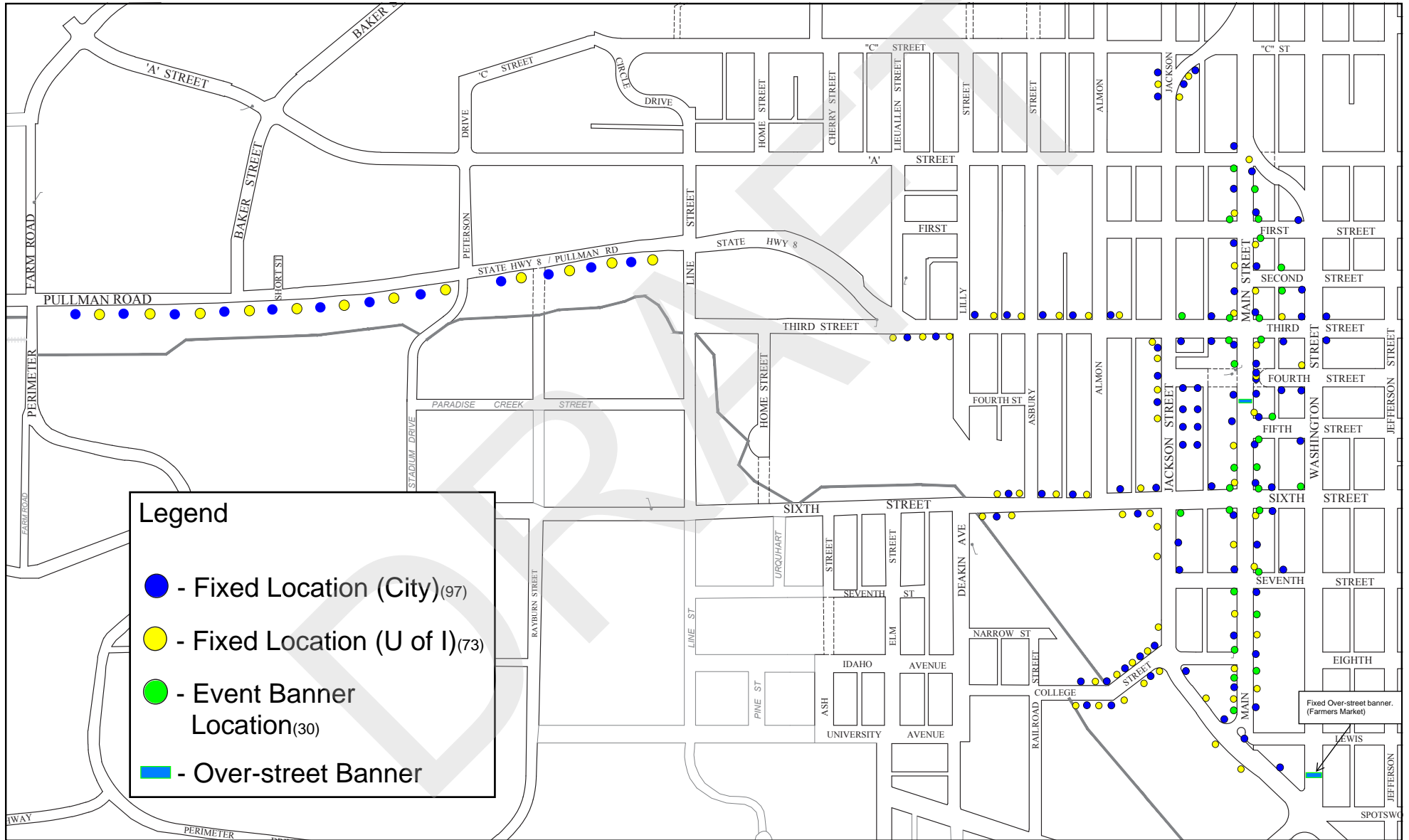
- C. Approval. The Public Works Director, or their designee, will review and approve applications based on City priorities and banner availability. Approval is not guaranteed and depends on Street Department resources.
- D. Prioritization Criteria. Where the City receives multiple requests for the over-the-street banner for the same period, the City shall prioritize the approval based on the following order of prioritization:
  - 1. City events
  - 2. City-sponsored events
  - 3. Other governmental entity events
  - 4. Display Period. Over-the-street banners shall be displayed for no more than fourteen (14) days and shall not be displayed more than once every six (6) months. Display duration is subject to change at the City's discretion.
- E. Banner Standards.
  - 1. All banners must be constructed in accordance with the Banners Standards as shown on Attachment "B", attached hereto and incorporated herein by this reference.
  - 2. Banner text must be specified on the application form and should include the event, date, organization, and logo.
  - 3. Damaged banners will be removed. Fees shall apply for replacement.
- F. Event Reservations. The City reserves the right to reserve use of the over-the-street banner during certain community events including, but not limited to:
  - 1. University of Idaho Homecoming
  - 3. University of Idaho Spring and Fall Commencement
  - 3. Lionel Hampton Jazz Festival
  - 4. University of Idaho Parent and Family Weekends

#### **IV. Compliance with Laws**

Should any law or regulation be enacted that requires deviations to this Policy, City staff shall comply with the existing law and regulation and shall present to Council as soon as practicable amendments to this Policy to remain consistent with any applicable laws and regulations that may be enacted after the adoption of this Policy.

# Attachment "A"

## City of Moscow Banner Location Map



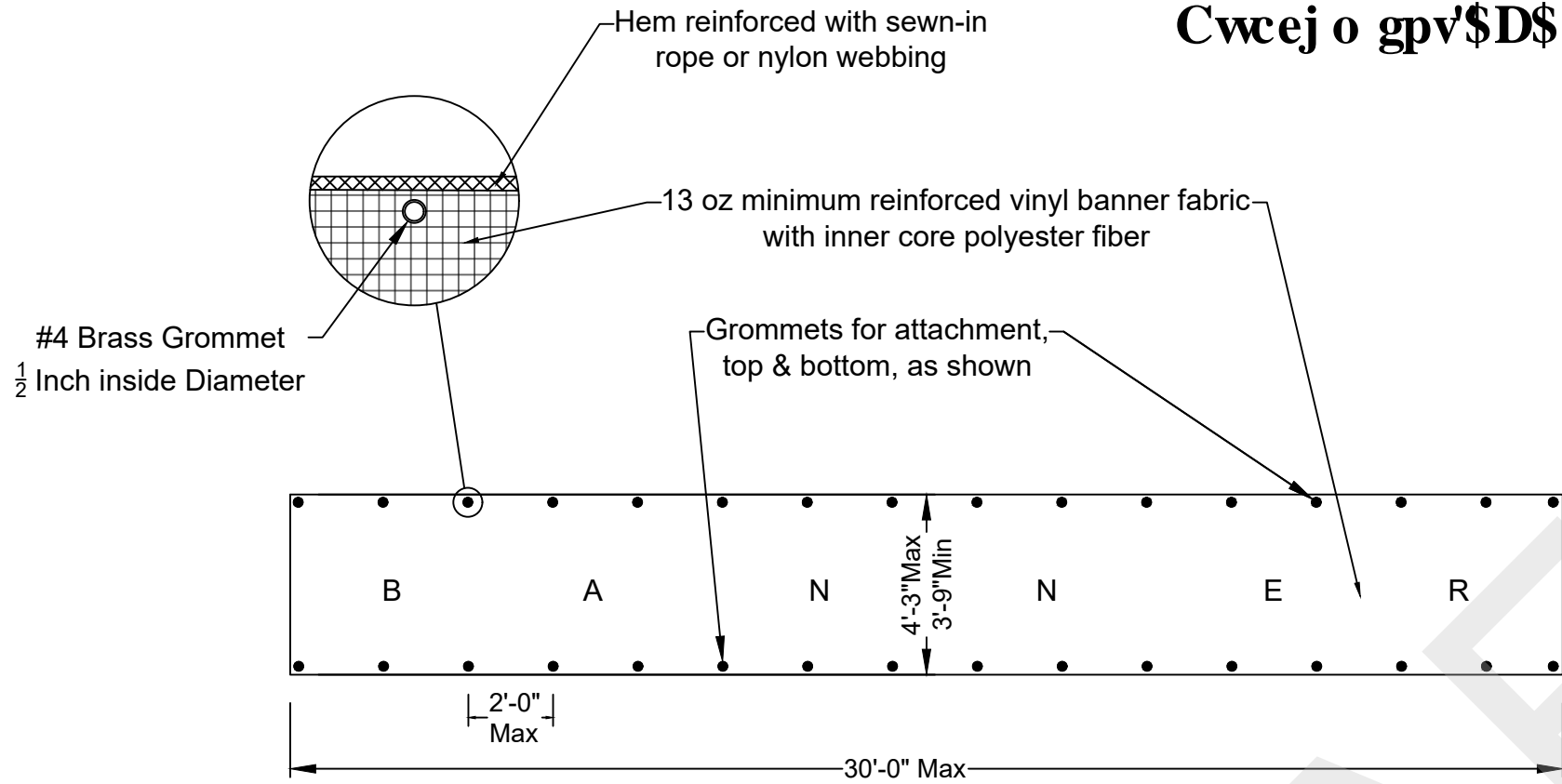
**Legend**

- - Fixed Location (City)<sub>(97)</sub>
- - Fixed Location (U of I)<sub>(73)</sub>
- - Event Banner Location<sub>(30)</sub>
- ▭ - Over-street Banner

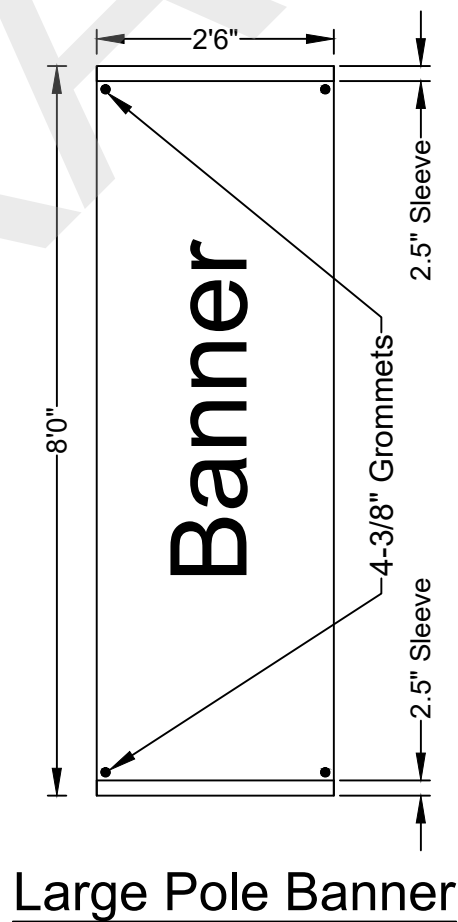
Fixed Over-street banner.  
(Farmers Market)

Updated 5-22-2025

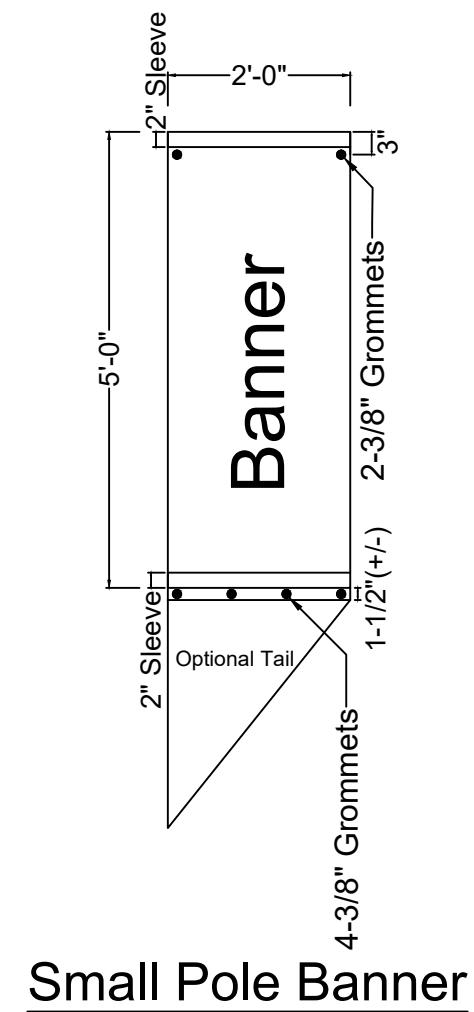
# Cwcej o gpv\$D\$



**Over-Street Banner**



**Large Pole Banner**

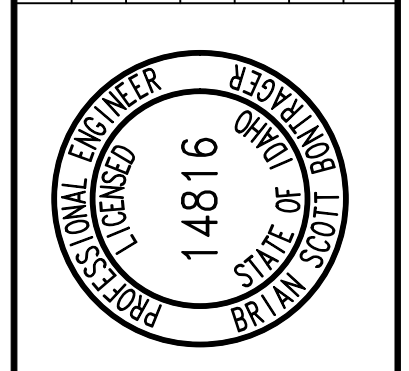


**Small Pole Banner**

**Notes:**

1. Banner must be approved for 'over-traffic' use
2. Any deviation from this standard must be approved by the Streets Manager

REVISIONS	
DATE	DESCRIPTION
X-X-XXXX	None



DRAFTED BY: M. Lenzi	CHECKED BY: S. Bontrager	DRAWING SCALE: NTS	DATE: 12-17-2024
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**Banner**

**CITY OF MOSCOW**  
ENGINEERING DEPARTMENT

DRAWING NUMBER:  
**00a**