

Administrative Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208-883-7015

**Monday
November 27, 2023**

4:00 PM

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

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

REGULAR AGENDA

1. Approval of Administrative Committee October 23, 2023 Minutes (ACTION ITEM) - Taylor Riedner

2. Disbursement Report October 2023 (ACTION ITEM) - Sarah Banks

Presentation of the Accounts Payable Report for the month ending October, 2023.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of October, 2023.

3. Palouse Basin Aquifer Committee Memorandum of Agreement (ACTION ITEM) - Tyler Palmer

The Palouse Basin Aquifer Committee (PBAC) operates under an interagency agreement which expired August, 2023. The Committee has formed a sub-Committee and tasked them with drafting updates to the interagency agreement to better reflect current needs and practices. This Memorandum of Agreement will allow the entities time to draft and review the changes while adhering to the tenets of the previous agreement.

PROPOSED ACTIONS: Recommend approval of the Memorandum of Agreement for the Palouse Basin Aquifer Committee, or provide staff with further direction.

4. Sanitation Franchise Fee Amendment Ordinance (ACTION ITEM) - Bill Belknap

A recent Idaho Supreme Court decision involving a suit against the City of Lewiston has required the City of Moscow to review and amend our historical financial practices related to transfers from the City's enterprise utility funds to the City's Street Fund to compensate the Street Fund for the impact the City's underground utilities and sanitation vehicles have upon the City's roadways. To compensate for this lost street maintenance funding, Staff is proposing to increase the sanitation franchise fee from the current 5% to 10%, similar to what the City of Lewiston did following the court's decision. The proposed franchise fee increase will not have a direct impact upon current sanitation rates as the increased franchise fee will simply take the place of prior direct fund transfers, and recently the City was able to defer the programmed rate increases for

FY2024. Staff have prepared an ordinance to increase the franchise fee for the Council's consideration.

PROPOSED ACTIONS: Recommend approval of the proposed ordinance, or provide staff 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 adaordinator@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.

Administrative Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

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208.883.7015

**Monday
October 23, 2023**

4:00 PM

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

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

PRESENT: Maureen Laflin, Gina Taruscio, Hailey Lewis

OTHERS: Mayor Art Bettge, Council Member Sandra Kelly, Council Member Julia Parker

STAFF: Bill Belknap, Cody Riddle, Bob Buvel, Bonnie Dennler, Mia Bautista, Taylor Riedner

REGULAR AGENDA

1. Approval of Administrative Committee September 25, 2023 Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. ARPA Allocation Amendment Resolution (ACTION ITEM) - Bill Belknap

President Biden signed the \$1.9 trillion American Rescue Plan Act (HR 1319) (hereinafter "ARPA") into law on March 11, 2021. The measure provides fiscal assistance to state and local governments in need of relief due to the COVID-19 pandemic. The City of Moscow, as a non-entitlement unit of government (population less than 50,000) was allocated a total of \$5,528,399. The City Council passed Resolution 2021-25, directing the use of the City's ARPA funds for business and non-profit assistance grants, assistance with affordable housing, and stormwater and water infrastructure improvements. On April 1, 2022, the United States Department of the Treasury issued the Final Rule of the Coronavirus State and Local Fiscal Recovery Funds which provided the ability for fund recipients to elect a "standard allowance" of up to \$10 million to spend on governmental services through the period of performance. The City has determined that the Water Capital Fund has the ability to fund necessary water system capital improvements and has determined there are other governmental services in greater financial need, including the construction of additional City shop facilities necessary to meet the demand for increased essential public services. Staff has prepared a Resolution amending the prior ARPA fund allocations to reallocate approximately \$3.7 Million to the General Fund to fund general governmental services through the performance period.

PROPOSED ACTIONS: Recommend approval of the proposed Resolution providing for a reallocation of the City's ARPA funding; or provide staff with further direction.

Belknap introduced the item as written above and reviewed the Council's previous ARPA fund allocation decision including \$750,000 for small businesses and non-profit assistance, \$150,000 for affordable housing, \$1,000,000 for stormwater infrastructure, and \$3,628,399 allocated to the water capital fund for water infrastructure projects.

Belknap reviewed the current status of the 21,500 square foot 1968 City Shop and the desperate need for updating. A 2016 study recommended 76,868 square foot facility in order to accommodate current operations and machinery. A proposed project outline and new facility design was shared.

ARPA funds are required to be obligated by the end of 2024 and expended by the end of 2026 and the project cost is estimated at \$5 Million. It is anticipated that the project can be designed, bid, and contracted

by the end of 2024. Without the ARPA funding, a bond would likely be the next best opportunity for funding the project.

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

3. Personnel Policy Updates Resolution (ACTION ITEM) - Bonnie Dennler

This resolution is to amend and repeal sections within Chapters 5, 7 & 8 of the City of Moscow Personnel Policies as previously approved through Resolution 2022-30. Amendments are based on feedback from the Employee Advisory Committee, as well as to align these policies with current practice.

PROPOSED ACTIONS: Recommend approval of the proposed resolution to amend and repeal sections within Chapters 5, 7 & 8 of the City of Moscow Personnel Policies; or provide staff with further direction.

Dennler introduced the item by reflecting on the process taken to update City Policies and reviewed the resolution in the packet which specifies the changes that are being made.

Amended sections of the policy include Post-Accident Testing, Work Period, On-Call and Call-Back, Paid Parental Leave, Sick Leave Bank, Workers Compensation, and Family and Medical Leave Act. The Leave Approval, Disability Leave, and Compensation sections were removed to reduce duplicated information and consolidate other sections. Finally, a new section was added in Chapter 7 and includes Shift Differential. Discussion ensued regarding additional details of section. See attachment for more information.

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

4. South US95 Sewer Water Extension Change Order (ACTION ITEM) - Bob Buvel

On August 2nd, 2021, City Council Approved the Award of the South US95 Sewer Water Extension Contract to M.L. Albright & Sons in the amount of \$1,208,190.40, and authorized staff approval of construction change orders in an amount not to exceed 10% of the contract amount. During construction, three total change orders were requested by the contractor and staff. The first two change orders were within the 10% range authorized by City Council when the contract award was approved.

Change Order #1 was requested by the City of Moscow to add two commercial-sized water services to lots adjacent to the project. Change Order #1 added \$51,001.98 or 4.2% to the project amount. Change Order #2 was requested by the contractor and increased the unit price of some of the line items in the contract to mitigate cost increases seen during the delay to the start of the project. Change Order #2 also paid for costs associated with correcting an alignment issue between the water extension and the waterline installed by SEL as part of the frontage improvements of the SEL Campus Development. This change order also deducted some of the work added in Change Order #1. Change Order #2 added \$33,146.35 or 2.7% to the project amount.

Change Order #3 was requested by the contractor to mitigate direct costs associated with excessive trench excavation cave-ins during the installation of deep sanitary sewer sections as well as indirect costs associated with the delays that those cave-ins caused. Change Order #3 would add \$402,696.10 or 33% to the project amount and the cumulative amount added to the project would exceed 10% of the original contract amount. Staff has verified the quantity of additional excavation and rock backfill the contractor performed and compared the unit prices to other bids during the timeframe of the sanitary installation and have concluded that the price is reasonable for the work that was performed.

After the execution of all of the change orders, the project expenditure amount would increase from \$1,208,190.40 to \$1,724,593.00, or a 42% increase.

PROPOSED ACTIONS: Approve change order #3 with M.L. Albrights & Sons, Inc. in amount of \$402,696.10; or provide staff with further direction.

Buvel introduced the item as written above, reviewed the overall intent of the project, and shared additional details of each Change Order. By installing a deeper sewer line, the City could forgo the need to install an additional lift station in the future which would be a much greater expense and would require regular staff maintenance. Change Order #3 had an original requested amount of \$776,762.92 and included loss of production for rain delays and existing utilities, which the contract excludes. Additional costs to Change Order #3 include rock backfill, excavation, trench box rental, and pipe re-installation. Normal sewer lines are typically dug 10-12 feet deep and due to these changes, the new line is approximately 20 feet deep which significantly increases costs.

The additional funds will come out of the Sewer Capital Fund which currently has enough accumulations that can accommodate these change orders and move forward with other previously planned projects for the immediate future. The Committee recommended approval and that it be placed on Council regular agenda.

ADJOURN

The meeting adjourned at 1:39 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, November 27, 2023



AGENDA ITEM TITLE

Disbursement Report October 2023 (ACTION ITEM) - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending October 31, 2023. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of \$4,409,216.39.

Payroll	\$1,239,669.00
FY23 Professional Services	\$90,021.00
FY24 Professional Services	\$86,240.00
FY23 Sanitation	\$346,499.00
FY23 Capital Outlay	\$355,515.00
FY24 Capital Outlay	\$9,098.00
FY23 Capital Outlay - Vehicles	\$11,151.00
FY24 Capital Outlay - Vehicles	\$18,426.00
FY23 Capital Outlay - Improvements	\$1,162,051.00
Supplies	\$156,064.00
FY23 Utilities	\$90,184.00
Minor Equipment	\$3,998.00
Contractual Payments	\$431,429.00
ACH Wells Fargo	\$63,568.00
Insurance	\$195,480.00
Total	\$4,259,393.00

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of October, 2023.

STAFF RECOMMENDATION

Approve the disbursement report and use of digital signatures to sign the Disbursements Report for the month of October, 2023.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. October Revenue Report 2023
2. Cash & Investments Balances - October 2023
3. Disbursement Report October 2023
4. Major Expenditures Report October 2023

RECEIPTS REPORT FOR OCTOBER 2023

RECEIPTS REPORT FOR OCTOBER 2023												
	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	0.00	23,729.67	106,147.07	540,801.97	203,038.67	18,422.00	180,850.83	5,758.63	0.00	4,872.78	1,083,621.62
105	STREETS	0.00	0.00	0.00	49,053.27	26.45	0.00	0.00	1,802.00	0.00	0.00	50,881.72
120	RECREATION AND CULTURE	0.00	0.00	25.00	56,317.23	14,847.96	0.00	0.00	888.93	1,378.00	-1.59	73,455.53
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	8,091.01	0.00	0.00	0.00	0.00	0.00	0.00	8,091.01
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	23,454.12	0.00	0.00	0.00	0.00	0.00	23,454.12
220	WATER	0.00	0.00	0.00	0.00	632,205.73	0.00	0.00	596.45	0.00	0.00	632,802.18
230	SEWER	0.00	0.00	0.00	0.00	1,029,862.10	0.00	0.00	220.10	0.00	0.00	1,030,082.20
235	STORMWATER	0.00	0.00	0.00	0.00	94,348.23	0.00	0.00	0.00	0.00	0.00	94,348.23
240	SANITATION	0.00	0.00	0.00	0.00	510,898.25	0.00	0.00	0.00	0.00	0.00	510,898.25
290	FLEET	0.00	0.00	0.00	0.00	79,299.20	0.00	0.00	0.00	0.00	0.00	79,299.20
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	147,212.00	0.00	0.00	0.00	0.00	0.00	147,212.00
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	152,093.81	0.00	0.00	0.00	0.00	0.00	0.00	152,093.81
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	2,500.00	3,252,532.82	0.00	0.00	0.00	0.00	0.00	0.00	3,255,032.82
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	0.00	0.00	0.00	0.00	0.00
590	BOND & INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	0.00	23,729.67	108,672.07	4,058,890.11	2,735,192.71	18,422.00	180,850.83	9,266.11	1,378.00	4,871.19	7,141,272.69

City of Moscow Cash and Investments Balances as of 10/31/2023		
Fund	Year to Date Balance	
General Fund	\$	7,962,834.58
Street Fund	\$	2,223,398.13
Culture & Recreation	\$	1,615,641.06
MSDCP	\$	106,774.92
1912 Fund	\$	68,203.05
Transit Center	\$	72,004.94
Water Fund	\$	3,958,385.52
Sewer Fund	\$	4,879,064.24
Stormwater	\$	244,481.75
Sanitation Fund	\$	4,133,732.80
Fleet Fund	\$	7,017,938.20
Information Systems	\$	5,511,099.10
Water Capital	\$	5,982,610.58
Sewer Capital	\$	18,141,011.99
Stormwater Capital	\$	305,792.55
Capital Projects	\$	10,099,556.60
Sanitation Capital	\$	7,244,262.84
LID construction	\$	213.45
Hamilton	\$	786,336.83
Bond & Interest	\$	502,930.82
LID Funds	\$	35,611.11
Payroll Service	\$	1,218,530.46
Total Cash & Investments	\$	82,110,415.52

DISBURSEMENTS REPORT FOR OCTOBER 2023															
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		FY2023		FY2023		FY2023		FY2023		FY2023		FY2023			
		10/5/2023	10/5/2023	10/12/2023	10/12/2023	10/19/2023	10/19/2023	10/26/2023	10/10/2023	10/23/2023	10/10/2023	10/24/2023	10/6/2023	10/20/2023	
BATCH #		AP 10.5.2023	AP 10.6.2023	AP 10.12.2023	AP 10.13.2023	AP 10.19.2023	AP 10.20.2023 AP 10.27.2023	AP 10.26.2023	AP 9.30.2023 AP 9.30.2023	AP 10.20.2023	AP 9.30.2023	AP 10.24.2023	PR 82-83	ID85	
CHECK #'s		106854-106879	106880-106964	106965-107004	107005-107072	107073-107116	107117-107123 107186	107124-107181 107185	September CC ACH's	October CC ACH's	September ACH's	106932	21586	21587	
Fund #															
101	GENERAL	124,232.24	17,089.27	11,311.78	12,919.42	31,897.59	6,848.62	213,744.19	14,902.96	15,581.38			352,099.04	373,252.24	1,173,878.73
105	STREETS	53,151.80	20,835.40	8,290.71	11,972.04		30,060.85	3,203.38	1,179.26	55.11			28,245.54	31,259.03	188,253.12
120	RECREATION AND CULTURE	30,897.19	52,425.40	12,440.16	9,338.14	5,728.43	7,546.58	19,353.69	9,008.76	2,612.99		(9,617.20)	63,308.63	63,109.10	266,151.87
121	MSD COMM. PLAY FIELDS	832.16	11,063.93		1,699.80				225.00				2,583.87	2,521.15	18,925.91
123	1912 CENTER	1,110.78		10,750.00											11,860.78
128	TRANSIT CENTER	2,125.78			73.62		17.44								2,216.84
220	WATER	89,047.63	4,404.24	3,643.29	28,344.23	14,835.04	34,562.30	4,473.82	2,656.61	233.44			49,373.11	51,612.64	283,186.35
230	SEWER	21,865.88	96,859.34	10,837.15	6,030.87	24,262.68	19,903.54	49,512.94	5,493.73	4,747.91	19,083.27	(31,028.67)	52,770.38	53,663.51	334,002.53
235	STORMWATER	9,412.69	242.69	2,679.72	1,366.86		111.41	213.30	186.28		198,762.68		17,105.81	17,390.11	247,471.55
240	SANITATION	2,319.24		1,629.18	128,652.62			2.30		607.22			8,327.46	8,543.46	150,081.48
290	FLEET	14,774.22	22,868.34	3,312.61	589.73		697.16	716.34	3.76				10,647.55	10,805.66	64,415.37
295	INFORMATION SYSTEMS	8,492.71	9,403.90		7,699.01	11,339.69		8,194.42	2,412.37	3,661.10			20,656.01	22,394.93	94,254.14
320	WATER CAPITAL PROJECTS		4,818.33		545,075.35										549,893.68
330	SEWER CAPITAL PROJECTS		51,833.20		71,855.92										123,689.12
335	STORWATER CAPITAL PROJECTS		149,914.72		27,018.85										176,933.57
340	SANITATION CAPITAL PROJECTS														0.00
350	CAPITAL PROJECTS		370,041.65		344,861.46	4,036.64		5,061.60							724,001.35
355	LID CONSTRUCTION														0.00
380	HAMILTON - PARKS & REC														0.00
590	BONDS & INTEREST														0.00
	TOTAL	358,262.32	811,800.41	64,894.60	1,197,497.92	92,100.07	99,747.90	304,475.98	36,068.73	27,499.15	217,845.95	(40,645.87)	605,117.40	634,551.83	4,409,216.39

Julia Parker

Sandra Kelly

Sarah L. Banks, Finance Director

Drew Davis

Major Expenditures for October 2023

FY23 Professional Service			FY24 Professional Service			Supplies			Utilities		
FY23 Auto Buyer Super Center Insurance Claim C-23-02122-17954 Vehicle 5-05	\$	4,819.80	FY24 Bursar, University of Idaho Street Maintenance Agreement 1 of 2	\$	45,104.00	FY23 CHS, Inc. Diesel fuel (2,000 gals @ \$4.215/ea)	\$	8,430.00	FY23 Avista Utilities September 2023	\$	90,184.11
FY23 Duke's Root Control, Inc. Pipe sewer root control	\$	46,811.04	FY24 Evcav, Inc. Monthly Cleaning for October	\$	4,549.89	FY23 CHS, Inc. Isolated fuel (3,001 gals @ \$3.71/ea)	\$	11,133.71		\$	90,184.11
FY23 HDR Engineering, Inc. Task Order 6: miscellaneous modeling	\$	3,121.25	FY24 Leadonline, LLC Yearly Renewal TotalTrack Investigation System Service Package	\$	3,389.00	FY23 J.R Simplot Company Fertilizer	\$	6,100.00		Payroll	\$ 1,239,669.23
FY23 Mccoy Plumbing & Heating, Inc. Mtn. View bathroom	\$	10,625.00	FY24 Salt Lake Wholesale Sports 9mm practice ammunition	\$	2,580.50	FY23 Newman Signs, Inc. Blank signs and hardware	\$	2,972.85	Contractual Payments		
FY23 Gerner Construction, Inc. Splitter Island Colored Concrete for Logos Roundabout 2023	\$	6,540.00	FY24 ArchiweSocial, LLC Social Media Archiving Subscription - ArchiveSocial	\$	3,137.40	FY23 Pioneer Manufacturing Oylex park bleachers: Account number C183834	\$	4,950.00	Alta Science and Engineering, Inc. - FY23	\$	23,426.62
FY23 HDR Engineering, Inc. Water/Sewer Comprehensive Plan 8.01.23 - 9.30.23	\$	8,486.57	FY24 GG Gutters, Inc. PD,RCJc Janitorial services Oct. 1-15th	\$	3,069.66	FY23 Rainbow EcoScience Dutch Elm Chemical	\$	4,079.27	Alta Science and Engineering, Inc. - FY23	\$	22,093.78
FY23 Phillip R. Stradley Mtn view well pump	\$	9,617.20	FY24 Idaho State Police Whitcomb, ILETS, Oct-Dec, 2023	\$	7,356.25	FY23 Room to Roam Fencing, LLC Abel Mobile Home Park Vinyl Fence	\$	10,963.44	Infosend, Inc. - FY23	\$	3,748.39
	\$	90,020.86	FY24 TMG Services, Inc. Cylinder Scale and Channel Controller	\$	4,404.45	FY23 Thatcher Company of Montana Aluminum Sulfate	\$	10,688.08	Shi International Corporation - FY23	\$	5,677.65
FY23 Capital Outlay-Improvements			FY24 Shokawks Sports Academy Multi Sport, Soccer, Tryp Hawk, Mini Hawk, Tennis	\$	7,458.24	FY23 Filtration Technology, Inc. Salt for Wells 6 and 10	\$	6,348.00	CivikPlus, Inc. - FY23	\$	4,630.50
FY23 Big Sky Development, Inc. Pay App #4 for Lilly Street Reconstruction Project	\$	486,613.79	FY24 Zully Fiber PRI phone lines and long distance October	\$	5,194.42	FY23 I.R Simplot Company Fertilizer	\$	3,471.00	Moscow Volunteer Fire Department - October	\$	1,750.00
FY23 Motley-Motley, Inc. Pay App 2 for the Good Sam Pathway Reconstruction Project	\$	76,290.36		\$	86,239.81	FY23 TFX Distribution Material cost for full protection rated railing at Edington Bridge	\$	3,466.40	Moscow Volunteer Fire Department - November	\$	1,750.00
FY23 Ascorp, Inc. Pay App 3 for Pullman Hwy Transmission Water Main	\$	194,285.38	FY23 Capital Outlay			FY23 Phillip R. Stradley Fiber Panel Install	\$	18,288.68	Humane Society of the Palouse - October FY24	\$	4,705.00
FY23 Big Sky Development, Inc. Pay App #5 for Lilly Street Reconstruction Project	\$	280,859.66	FY23 Big Sky Development, Inc. Pay App 3 for the Lincoln South of Public Sewer Project 2023	\$	13,703.75	FY23 Phillio R. Stradley South east lift station	\$	11,490.39	Humane Society of the Palouse - November FY24	\$	4,705.00
FY23 I-U-B Engineers, Inc. 6th Street Bridge - IUB - CE&I Professional Services for June and July 2023	\$	48,903.08	FY23 Sorenser Construction Retainage for Mountain View Restroom Renovation	\$	6,976.02	FY23 Traffic Safety Sunlv Co. Aluminum stamped sign stands (20 @ \$225.00 ea)	\$	4,840.75	Heart of the Arts - FY24	\$	10,750.00
FY23 I-U-B Engineers, Inc. 6th Street Bridge - IUB - CE&I Professional Services for July - Sept 2023	\$	12,328.69	FY23 T.M.L Construction, Inc. Pay App 10 for Booster Stations Phase II	\$	260,884.72	FY23 Traffic Safety Supply Co. 28" Trilinee clenched signs (122 @ 20.60/ea)	\$	3,008.20	Schindler Elevator - FY24	\$	5,662.31
FY23 Razz Construction, Inc. Pay App #13 - 6th Street Bridge	\$	25,270.00	FY23 T.M.L Construction, Inc. Pay App 11 for Booster Stations Phase II	\$	73,950.85	FY24 Oxarc, Inc. Chlorine and SO2	\$	4,504.57	City of Moscow - FY24	\$	47,000.00
Lilly Street Recon - Sept Invoice 2023 - Task 1 and EXP	\$	37,500.00		\$	355,515.34	FY24 Cmsco-GC Systems Parts for ES Reservoir cal-val	\$	5,123.30	Whitcon 911 - FY24	\$	200,816.00
	\$	1,162,050.96	FY24 Capital Outlay			FY24 D & L Supply Company Manhole cover lids	\$	3,540.00	City of Moscow - FY24	\$	31,202.00
Insurance			FY24 Milton Arthur Park Playground FY24 Gropp, LLC Pole and light replacement at Hwy 95 & Sweet Ave from Wind Turbine	\$	4,036.64	FY24 Hach Comanv Prognosis Sensor	\$	3,675.40	Association of Idaho Cities - FY24	\$	10,499.60
FY24 ICRMP 1/2 premium of annual insurance	\$	195,479.50		\$	9,098.24	FY24 Hach Comanv Turbidimeter	\$	7,356.40	Idaho Dept. of Environmental Quality - FY24	\$	18,729.00
	\$	195,479.50	Capital Outlay- Vehicles			FY24 Hach Company Nitrazac sensors budgeted item	\$	4,144.77	Moscow Economic Development Assoc. - FY24	\$	8,386.00
Sanitation			FY24 Titan Truck Equipment PLOW for #1-16 (WRF)	\$	11,150.57	FY24 Hach Company Equipment for SO2 Room	\$	6,147.00	Bennett Lumber Products, Inc. - FY24	\$	3,851.00
FY23 Finley Buttes landfill Garbage- September	\$	119,589.80	FY23 Clark Equipment B4in grader (Split \$917.16 capital & \$9250.00 R&M Equipment)	\$	18,426.16	FY24 Oxarc, Inc. Chlorine and SO2	\$	7,640.90	Submitable Holdings, Inc. - FY24	\$	5,646.00
FY23 Finley Buttes landfill Fuel Relief - September	\$	9,062.82		\$	29,576.73	FY24 Traffic Devices, Inc. Signs and Baricade panels	\$	3,700.87		\$	431,428.85
FY23 Latah Sanitation (ACH Payment) Monthly LSI Billing for September 2023	\$	217,845.95							ACH Wells Fargo		
	\$	346,498.57							Commercial Card Expense - September 29th FY23	\$	17,198.44
									Commercial Card Expense - October 6th FY23	\$	18,351.03
									Commercial Card Expense - October 14th FY23 & FY24	\$	18,802.80
									Commercial Card Exeense - October 21st FY24	\$	9,215.61
										\$	63,567.88
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COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, November 27, 2023



AGENDA ITEM TITLE

Palouse Basin Aquifer Committee Memorandum of Agreement (ACTION ITEM) - Tyler Palmer

RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Palouse Basin Aquifer Committee (PBAC) operates under an interagency agreement which expired August, 2023. The Committee has formed a sub-Committee and tasked them with drafting updates to the interagency agreement to better reflect current needs and practices. This Memorandum of Agreement will allow the entities time to draft and review the changes while adhering to the tenets of the previous agreement.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Memorandum of Agreement for the Palouse Basin Aquifer Committee or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of the MOA for the Palouse Basin Aquifer Committee

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. MOA for PBAC to Continue_Draft with attachment

**MEMORANDUM OF AGREEMENT TO
CONTINUE THE PALOUSE
BASIN AQUIFER COMMITTEE
INTERAGENCY AGREEMENT**

THIS MEMORANDUM OF AGREEMENT TO CONTINUE THE PALOUSE BASIN AQUIFER COMMITTEE INTERAGENCY AGREEMENT (hereinafter “MOA”) is made and entered into by and between the City of Pullman, a municipal corporation of the State of Washington (hereinafter “PULLMAN”); the City of Moscow, a municipal corporation of the State of Idaho (hereinafter “MOSCOW”); Whitman County, a political subdivision of the state of Washington (hereinafter “WHITMAN”); Latah County, a political subdivision of the State of Idaho (hereinafter “LATAH”); the University of Idaho, an Idaho Public Education Institute (hereinafter “UI”); and Washington State University, a Washington Public Education Institute (hereinafter “WSU”).

WHEREAS, the Parties originally entered into the Palouse Basin Aquifer Committee Interagency Agreement on August 21, 2003, creating the Palouse Basin Aquifer Committee (hereinafter “PBAC”), which expired August 21, 2023 (hereinafter “Agreement”, See Attachment A; and

WHEREAS, the Agreement did not contain a renewal clause and therefore expired on August 21, 2023; and

WHEREAS, the Parties wish to continue the PBAC as set forth in the Agreement until a new agreement can be executed by all the Parties; and

WHEREAS, the Parties require more time to finalize the terms of a new PBAC Interagency Agreement;

NOW, THEREFORE, all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and the Parties agree as follows:

SECTION 1: AUTHORITY

The Parties are authorized to enter into and carry out this MOA pursuant to the Idaho Code §§ 67-2326, and 67-2328 and Chapter 39.34 of the Revised Code of Washington.

SECTION 2: TERM

The Parties agree that this MOA will have a retroactive effective date of August 21, 2023 and this MOA will expire August 21, 2024. If a new Palouse Basin Aquifer Committee Interagency Agreement is executed before the expiration of this MOA, this MOA will automatically terminate upon the new agreement’s execution date.

SECTION 3: RESPONSIBILITIES

The Parties agree that the Agreement is fully incorporated into this MOA by reference as if copied in its entirety, see Attachment A, and that all terms, conditions and responsibilities of the Agreement will be in full force and effect for the duration of this MOA.

SECTION 4: ENTIRE AGREEMENT AND MODIFICATION

This MOA and the exhibit hereto contain the entire agreement between the Parties, and no statements, promises, or inducements made by any of the Parties, or agents of any of the Parties are valid or binding unless contained herein. This MOA may not be enlarged, modified or altered except, upon written agreement signed by the Parties hereto.

SECTION 5: NOTICES

All notices, demands, requests, or other communications required to be given or sent to the Parties under this MOA will be in writing and will be mailed by first-class mail, postage prepaid, addressed as noted below, or transmitted by hand delivery or e-mail:

CITY OF PULLMAN Attn:
Public Works Director 190
SE Crestview St., Bldg. A
Pullman, WA 99163

CITY OF MOSCOW
Attn: Public Works Director/City Engineer
P.O. Box 9203
Moscow, ID 83843

WHITMAN COUNTY
Board of County Commissioners
404 North Main
Colfax, WA 99111

LATAH COUNTY
Board of County Commissioners
P.O. Box 8068
Moscow, ID 83843

UNIVERSITY OF IDAHO
Assistant Director, Utilities &
Engineering Facilities
875 Perimeter Drive
Moscow, ID 83843-2281

WASHINGTON STATE UNIVERSITY
Attn: Assistant Director; Architectural,
Engineering, and Construction Services
Facilities Operations
P.O. Box 641150
Pullman, WA 99164-1150

SECTION 6: SIGNATURES

IN WITNESS WHEREOF, the undersigned Parties to this MOA, by and through their respective representatives, certify that (1) this Agreement has been validly executed and delivered; (2) they have been granted the authority to sign this document on behalf of their respective entities; and (3) this MOA constitutes a valid binding agreement of such Parties enforceable in accordance with its terms.

SECTION 7: EXECUTION

This MOA may be executed in multiple counterparts that are provided to the other Parties by electronic mail transmission of a copy of the executed document in .pdf format, each of which shall constitute an original and all of which together shall constitute one in the same instrument. This MOA may also be executed by the use of electronic signatures pursuant to Idaho Code § 28-50-107.

CITY OF PULLMAN

Glenn A. Johnson, Mayor

DATE: _____

ATTEST:

Dee Stiles-Elliott, City Clerk

WHITMAN COUNTY

Michael Largent, Chairman

Tom Handy, Commissioner

Art Swannack, Commissioner

CITY OF MOSCOW

Arthur D. Bettge, Mayor

DATE: _____

ATTEST:

Laurie M. Hopkins, City Clerk

LATAH COUNTY

Tom Lamar, Chair

Kathie LaFortune, Commissioner

John Bohman, Commissioner

DATE: _____

ATTEST:

Corey Mitzimberg, Clerk of the Board

WASHINGTON STATE UNIVERSITY

Leslie Brunelli, Executive VP Finance
and Admin. Chief Financial Officer

DATE: _____

ATTEST:

Desiree Jacobsen

DATE: _____

ATTEST:

Jennifer Piper, Deputy Clerk

UNIVERSITY OF IDAHO

Brian Foisy, VP Finance and Admin.

DATE: _____

ATTEST:

Lydia Stucki

PALOUSE BASIN AQUIFER COMMITTEE INTERAGENCY AGREEMENT

I. PARTIES

This agreement (AGREEMENT) is entered into between the city of Pullman, a municipal corporation of the state of Washington (PULLMAN); the city of Moscow, a municipal corporation of the state of Idaho (MOSCOW); Whitman County, a municipal corporation of the state of Washington (WHITMAN); Latah County, a political subdivision of the state of Idaho (LATAH); the University of Idaho, an institution of higher education of the state of Idaho (UI); Washington State University, an institution of higher education of the state of Washington (WSU); and the city of Colfax, a municipal corporation of the state of Washington (COLFAX). In this AGREEMENT, all the above entities are referred to as PARTY or jointly as the PARTIES. Additional governmental entities may be included in this AGREEMENT by addendum executed by all PARTIES existing at that time and the proposed additional PARTY.

II. AUTHORITY AND GOVERNANCE

The PARTIES are authorized to enter into and carry out this AGREEMENT pursuant to the provisions of Idaho Code and Article IX, Section 10 Idaho Constitution, and Chapter 39.34 of the Revised Code of Washington.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules; and
- b. provisions of the agreement, including materials incorporated by reference.

III. PURPOSE

The common water supply serving the western portion of Latah County, Idaho in the general vicinity of MOSCOW, and the eastern portion of Whitman County, Washington in the general vicinity of PULLMAN (referred to herein as the Palouse Basin Aquifer), is an important regional concern and maintaining and conserving that resource is of critical importance to each PARTY to this Agreement. The PARTIES deem it to be in the public interest to work jointly and cooperatively on water resource problems and issues, while maintaining a consideration of the benefits of growth activity and economic development.

IV. ADMINISTRATION OF AGREEMENT AND COMMITTEE

- A. Establishment of Committee: In order to carry out the purpose of this AGREEMENT, the PARTIES hereby establish a committee to be known as the Palouse Basin Aquifer Committee (PBAC).
- B. Membership: PBAC shall consist of a maximum of two (2) members representing each of the PARTIES. Each member shall serve at the pleasure of the PARTY that appoints that member. It is preferred that each PARTY have one (1) member with a technical background and another member who is in an administrative/leadership position with that PARTY.
- C. Duties of PBAC: PBAC shall:
 - 1. Coordinate planning to assure a long-range supply of water to the PARTIES.
 - 2. Maintain and continue to update and expand the databases developed through previous studies and data acquisition efforts.
 - 3. Encourage conservation to promote the life of the Palouse Basin Aquifer.
 - 4. Investigate supplemental and/or alternate sources of water.
 - 5. Educate and advise the PARTIES on the quantity and quality of the public water supply within the Palouse Basin Aquifer.
 - 6. Act as liaison between the PARTIES on water resource concerns.
 - 7. Promote communication between the PARTIES, the Washington Department of Ecology, and the Idaho Department of Water Resources.
 - 8. Perform such other duties or functions as may be agreed to by the PARTIES in writing and made an addendum to this Agreement.
- D. Powers: PBAC shall have the power to:
 - 1. Collect and disseminate statistics and other information.
 - 2. Allocate expenditures of funds contributed by the PARTIES.
 - 3. Designate one of the PARTIES as a depository for funds and for the administration of those funds.

4. Request that the PARTY designated pursuant to Section IV.D.3. employ an individual to work on PBAC matters. Such personnel shall serve at the pleasure of and under the control of the employing PARTY and PBAC. Such personnel shall be subject to a Work Plan, approved by the employing PARTY and PBAC, which shall include the requirement of regular written progress reports to PBAC and which shall contain measurable criteria upon which job performance may be assessed. The complete salary, benefits, and necessary support, including office supplies and equipment, for any and all such personnel shall be paid by PBAC with the funds deposited pursuant to Section IV.D.3.
 5. PBAC may enter into legal and financial agreements, such as for research projects, and may purchase and hold personal property, if it is within the financial resources available to PBAC. If real property or an interest therein is to be acquired to support or facilitate a PBAC function or activity, the PARTIES shall determine how said real property or interest therein shall be acquired, held, and ultimately disposed. It is the intent of PBAC that an individual PARTY or combination of PARTIES shall hold said property or property interest. PBAC, per se, shall not hold real property.
 6. Apply for and administer grants.
 7. Work with the PARTIES in educating the public.
- E. Meetings, Officers, and Voting:
1. PBAC shall hold meetings as set forth in its Bylaws.
 2. PBAC shall elect officers as set forth in its Bylaws.
 3. Voting shall be by members or alternates as set forth in the Bylaws.
- F. Annual Report: PBAC shall publish a report of its activities on an annual basis.
- G. Bylaws: PBAC may adopt, amend, or repeal Bylaws, in whole or in part, which are consistent with the terms and conditions of this AGREEMENT, by a majority vote at any regular or special meeting of PBAC. A majority vote for the purposes of adopting, amending, or repealing the Bylaws means a majority of all members of PBAC with then-existing voting rights as detailed in Section V.D. and not merely a majority of a quorum as defined in the Bylaws.

V. FINANCING

- A. Budget: Annually, PBAC shall establish a budget for the ensuing fiscal year (July 1st through June 30th of the following year), which budget shall be established in sufficient time to allow each PARTY to budget its contribution for the year. Any such approved budget shall not be exceeded without the express approval of PBAC.
- B. PARTY Contributions: Contributions are due July 1st of the fiscal year and are past due on February 1st of the same fiscal year.
- C. Funding: The funding contributions for administration and projects shall be as follows:
 - 1. UI, WSU, MOSCOW, and PULLMAN shall each, as its contribution, pay \$8000 annually toward the operating budget of PBAC. For this contribution, said PARTIES shall each have two (2) voting members pursuant to Section IV.B.
 - 2. LATAH, WHITMAN, and COLFAX and any subsequently admitted PARTY shall each, as its contribution, pay \$2000 annually toward the operating budget of PBAC. For this contribution, said PARTIES shall each have one (1) voting member pursuant to Section IV.B. Any said PARTY that increases its contribution to \$8,000 shall have said voting membership increased to two (2) for the related fiscal year.
 - 3. The amounts established in Sections V.C.1 and V.C.2 may only be raised or lowered by a two-thirds (2/3) majority vote of all members with then-existing voting rights as detailed in Section V.D.
 - 4. Additional funding may be provided for any specific project according to the interests and benefits of each participating PARTY. Said funding shall be approved by each PARTY participating in said project.
- D. Voting Rights: Any PARTY past due in the payment of its contribution for the operating budget of PBAC, pursuant to Sections V.B., V.C.1, and V.C.2, shall be encouraged to continue participating in PBAC but shall lose voting rights, until such time as that PARTY pays said contribution for the current fiscal year. Payment of said contribution for previous fiscal years is not required as a condition of reestablishing voting rights. Loss of voting rights as provided herein shall be the sole consequence of a PARTY'S delinquency in or failure to pay its contribution for any fiscal year.

E. Dissolution and Disbursement of Funds and Property:

1. Any PARTY may automatically withdraw from PBAC by submitting to the remaining PARTIES a written statement setting forth its intent to withdraw at least sixty (60) days prior to the effective date of its withdrawal. If a PARTY withdraws, it shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of its withdrawal.

A withdrawing PARTY retains the right to share in the distribution of assets should PBAC be dissolved during the same fiscal year as the PARTY withdrew. A withdrawing PARTY waives any claim to receive a pro-rata share of surplus funds or distribution of personal property if PBAC is dissolved in a subsequent fiscal year.

2. PBAC shall be dissolved through a written agreement approved by a majority of the PARTIES or through the withdrawal of PARTIES to the extent that only three (3) PARTIES remain. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
3. Any surplus funds remaining at the time of dissolution shall be distributed to the PARTIES in proportion to the amount of money each PARTY contributed to the PBAC budget during the current fiscal year.
4. Any personal property remaining at the time of dissolution shall be equitably distributed among the PARTIES or, at the discretion of the PARTIES with then-existing voting rights, surplused with the proceeds distributed pursuant to Section V.E.3. Ownership of real property or property interest vested in a PARTY or PARTIES at the time of dissolution shall continue to be held by said PARTY or PARTIES.

VI. RECORDS MAINTENANCE

PBAC shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the activities described herein. These records shall be subject to inspection, review or audit by personnel of all PARTIES, other personnel duly authorized by either party, Washington State's Office of the State Auditor, and other state and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and Washington State's Office of the State Auditor, other state and federal auditors authorized by law, and any persons duly authorized by the PARTIES shall have full access to and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one PARTY to this agreement to another PARTY, will remain the property of the furnishing PARTY, unless otherwise agreed. The receiving PARTY will not disclose or make available this material to any third parties without first giving notice to the furnishing PARTY and giving it a reasonable opportunity to respond, which shall be deemed to be five (5) working days from actual notice. Each PARTY will utilize reasonable security procedures and protections to assure that records and documents provided by the other PARTY are not erroneously disclosed to third parties. However, nothing herein shall affect the disclosure or availability of records or other information pursuant to the applicable provisions of the Washington and/or Idaho public records laws.

VII. RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by PBAC. Each PARTY shall have the right to use such data. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs within licensing limitations, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

VIII. LIABILITY

Each PARTY to this AGREEMENT shall be responsible for its own acts and the acts of its officers, employees and agents. No PARTY to this AGREEMENT shall be responsible for the acts of others. For the purpose of this AGREEMENT, the officers, employees, or agents of each PARTY who are engaged in the performance of activities under this AGREEMENT will continue to be officers, employees, or agents of that PARTY and shall not be considered for any purpose to be officers, employees, or agents of any other PARTY. Each PARTY agrees to indemnify any other PARTY for any liability resulting from the actions of itself or its employees.

IX. DISPUTE RESOLUTION

In the event that a dispute arises under this AGREEMENT, it shall be resolved in the following manner: Each PARTY to this AGREEMENT shall appoint a member to resolve the dispute. If necessary, the members so appointed shall jointly appoint an additional member to resolve the dispute so that at all times there shall be an uneven number of dispute resolvers. The dispute resolvers shall determine the process to use, evaluate the facts and contract terms, review applicable statutes, regulations and rules, and resolve/decide the dispute. The determination of the dispute resolvers shall be final and binding on the PARTIES. There shall be no cost to the PARTIES for this service. The PARTIES may enforce the decision, if necessary, in an applicable state court.

X. EFFECTIVE DATE AND DURATION

- A. Effective Date: This AGREEMENT shall be effective when the last signatory approves or ratifies and executes this AGREEMENT.
- B. Filing: Copies of this AGREEMENT shall be filed with the Pullman City Clerk, Whitman County Auditor, the Secretary of State of the state of Washington, the Moscow City Clerk, the Latah County Auditor, the Secretary of State of the state of Idaho, and the Colfax City Clerk prior to its entry into force.
- C. Duration: This AGREEMENT shall have a term of twenty (20) years from and after the effective date, unless PBAC is sooner dissolved as set forth in Section V.E.2.

XI. ASSIGNMENT

The activities to be provided under this Agreement, and any claim arising hereunder, are not assignable or delegable by any PARTY in whole or in part, without the express prior written consent of all other PARTIES, which consent shall not be unreasonably withheld.

XII. WAIVER

A failure by a PARTY to exercise its rights under this agreement shall not preclude that PARTY from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the PARTY and attached to the original Agreement.

XIII. NOTICES

All notices, demands, requests, or other communications required to be given or sent to the PARTIES under this Agreement will be in writing and will be mailed by first-class mail, postage prepaid, addressed as noted below, or transmitted by hand delivery, facsimile, or internet e-mail:

CITY OF PULLMAN
Attn: Public Works Director
325 SE Paradise Street
Pullman, WA 99163

CITY OF MOSCOW
Attn: Public Works Director/City Engineer
P.O. Box 9203
Moscow, ID 83843

WHITMAN COUNTY
Board of County Commissioners
Whitman County
404 North Main
Colfax, WA 99111

LATAH COUNTY
Board of County Commissioners
P.O. Box 8068
Moscow, ID 83843

UNIVERSITY OF IDAHO
Assistant Director, Utilities &
Engineering Facilities
875 Perimeter Drive
University of Idaho
Moscow, ID 83844-2281

WASHINGTON STATE UNIVERSITY
Attn: Assistant Director; Architectural,
Engineering, and Construction Services
Facilities Operations
P.O. Box 641150
Pullman, WA 99164-1150

CITY OF COLFAX
Attn: City Administrator
P.O. Box 229
Colfax, WA 99111

Each PARTY may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile or internet e-mail transmission.

XIV. AMENDMENTS, SEVERABILITY, AND COMPLETE AGREEMENT

- A. This AGREEMENT may be amended by mutual agreement of the PARTIES. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the PARTIES.
- B. If any provision of this AGREEMENT or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT, and to this end the provisions of this AGREEMENT are declared to be severable.
- C. This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto.

XV. SIGNATURES

IN WITNESS WHEREOF, the undersigned parties to this AGREEMENT affirm that they have been granted the authority to sign this document on behalf of their respective entities.

CITY OF PULLMAN

Mitchell D. Chandler
Name: Mitchell D. Chandler
Title: Mayor
Date: June 19, 2003
Attest: [Signature]

CITY OF MOSCOW

Manuel H. Comstock
Name: Manuel H. Comstock
Title: Mayor
Date: 8/2/03
Attest: [Signature]

WHITMAN COUNTY

G.R. Finch
Name: G.R. Finch
Title: Chairman of BOCC

Greg Partch
Name: Greg Partch
Title: Commissioner

Les Wigen
Name: Les Wigen
Title: Commissioner

Date: 05-12-03
Attest: Maribeth Becker

LATAH COUNTY

Paul J. Kimmell
Name: PAUL J. KIMMELL
Title: CHAIRMAN, BOCC

Tom S. Stroschein
Name: TOM S. STROSCHIN
Title: COMMISSIONER

John A. Nelson
Name: JOHN A. NELSON
Title: COMMISSIONER

Date: 5-19-03
Attest: Rachel E. Bousch, deputy clerk

UNIVERSITY OF IDAHO

Laura E. Hubbard
Name: Laura E. Hubbard
Title: VP Finance & Admin.
Date: 6/8/03
Attest: [Signature]

WASHINGTON STATE UNIVERSITY

Gregory P. Royer
Name: Gregory P. Royer
Title: VP for Business Affairs
Date: 5/21/03
Attest: Judith K. Murphy

CITY OF COLFAX

Emily Adams for Norma Becker
Name: Emily Adams
Title: City Administrator
Date: 6/23/03
Attest: Paul Larson

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, November 27, 2023



AGENDA ITEM TITLE

Sanitation Franchise Fee Amendment Ordinance (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

A recently Idaho Supreme Court decision involving a suit against the City of Lewiston has required the City of Moscow to review and amend our historical financial practices related to transfers from the City's enterprise utility funds to the City's Street Fund to compensate the Street Fund for the impact the City's underground utilities and sanitation vehicles have upon the City's roadways. To compensate for this lost street maintenance funding, Staff is proposing to increase the sanitation franchise fee from the current 5% to 10%, similar to what the City of Lewiston did following the court's decision. The proposed franchise fee increase will not have a direct impact upon current sanitation rates as the increased franchise fee will simply take the place of prior direct fund transfers, and recently the City was able to defer the programmed rate increases for FY2024. Staff have prepared an ordinance to increase the franchise fee for the Council's consideration.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the proposed ordinance, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the proposed ordinance.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ordinance 2023 - Amending T9 CH9 S9-3_Final

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF TITLE 9, CHAPTER 9, SECTION 9-3 C.; PROVIDING FOR AN AMENDMENT TO THE SOLID WASTE FRANCHISE FEE AND ASSOCIATED REVISIONS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Moscow City Code Title 9, Chapter 9, establishes the ability to grant franchise agreements and collect associated franchise fees for the collection of solid waste within the City of Moscow; and

WHEREAS, the City, as a municipal corporation of the State of Idaho, has the authority to grant franchise agreements for and perform all functions of local self-government in City affairs that are not in conflict with the general laws or the Constitution of the State of Idaho (I.C. § 50-301); and

WHEREAS, the City is empowered to maintain and operate solid waste collection systems (I.C. § 50-344).

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MOSCOW AS FOLLOWS:

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

SECTION 2: That Title 9, Chapter 9, Section 9-3 C. of the Moscow City Code be, and the same is hereby amended to read as follows:

...

Sec. 9-3. Solid Waste Collection from Entire City.

...

C. The Council shall charge a franchise fee ~~or license fee~~ to all Franchisees. Said fee shall ~~initially be set at five- equal to ten~~ percent (~~510~~%) of gross ~~revenues received related to services provided within the City of Moscow pursuant to franchise agreements authorized under this Chapter. receipts, but may be revised by the Council from time to time by Resolution. Fees shall be payable on a monthly basis based on the licensee's gross revenue. Revenues retained by the City shall be used exclusively for costs related to the City's management of the Solid Waste system. Such revenues may be utilized for administration, code enforcement, maintenance of rights of way, for cleaning programs and for costs incurred in enforcing this Chapter. The Council may waive a franchise fee where the Franchisee is providing a public service worthy of such subsidy.~~

...

SECTION 3: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of the remaining provisions. The remaining Chapters and Sections of Title 9 shall be in full force and effect.

SECTION 4: EFFECTIVE DATE. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Moscow. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication according to law.

PASSED on Motion by the Following Vote:

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

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of _____, 2023.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____, 2023.

Laurie M. Hopkins, City Clerk