

Moscow City Council



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
December 4, 2023**

7:00 PM

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

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

PLEDGE OF ALLEGIANCE

PROCLAMATION

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council November 6, 2023 Minutes - Laurie M. Hopkins

B. Disbursement Report October 2023 - Sarah Banks

Staff presented the October 2023 Accounts Payable Report to the Administrative Committee on November 27th, 2023. The Committee received the report and approved the disbursements as presented.

ACTION: Accept the Disbursements Report for the month of October 2023.

C. Palouse Basin Aquifer Committee Memorandum of Agreement - 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. This was reviewed by the Administrative Committee on November 27, 2023 and recommended for approval.

ACTION: Approve the Memorandum of Agreement for the Palouse Basin Aquifer Committee.

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

3. **Public Comment and Mayor's Response Period (limit 15 minutes)**
4. **Citizen Commission Report - Historic Preservation Commission – Mike Ray / Nels Reese**
5. **Latah Recovery Annual Report – Darrell Keim**
6. **2024 Arts Programming Update - Megan Cherry**

7. **Acknowledgment of Election Results (ACTION ITEM) - Bill Belknap**

Per Idaho Code 50-412, the City Council is required to accept the canvassed election results from Latah County, including the breakdown by precinct. The acceptance must be included in the City Council meeting minutes.

PROPOSED ACTIONS: Accept canvassed election results from Latah County; or take other action deemed appropriate.

8. **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: Approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

REPORTS

City Council

Mayor

ADJOURN

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

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

**Monday
November 6, 2023**

7:00 PM

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

The meeting was called to order at 7:00 p.m.

PRESENT: Mayor Art Bettge, Drew Davis, Sandra Kelly, Maureen Laflin, Hailey Lewis, Julia Parker, Gina Taruscio

STAFF: Bill Belknap, Mia Bautista, Cody Riddle, David Schott, Mike Ray, Bob Buvel, Laura Perrigo, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

In celebration of Day of the Girl on October 11, girl scouts from around the area led the Pledge of Allegiance.

PROCLAMATION

Veterans Day Proclamation

Mayor Bettge read the Veterans Day proclamation.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council October 16, 2023 Minutes - Laurie M. Hopkins

B. Personnel Policy Updates Resolution - 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. This was reviewed by the Administrative Committee on October 23, 2023 and recommended for approval.

ACTION: Approve the proposed resolution to amend and repeal sections within Chapters 5, 7 & 8 of the City of Moscow Personnel Policies.

Parker moved and Laflin seconded to approve the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

Mayor Bettge presented to the City Council for consideration the appointment of Juan Albaitero to the Fair & Affordable Housing Commission and Phillip Blankenship and JT Manning to the Farmers Market Commission. Kelly moved and Taruscio seconded approval of the appointments. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Albaitero said he has been in Moscow for five years with plans as his forever home. He sees the growth of town and is excited to help.

JT Manning said has been in Moscow since 2004 and is excited to be part of one of his favorite things about of Moscow, the Farmers Market.

3. Public Comment and Mayor's Response Period (limit 15 minutes)

Riya Kumar, (Moscow) is part of XR Palouse, the local chapter of Extinction Rebellion. She recognizes Moscow is in a state of climate and ecological crisis. She believes it is long overdue that Moscow declare a climate and ecological emergency. Pave the way for more adequate address the climate emergency and treat things as severely as they are.

Nick Koenig (Moscow) is also here in the hopes of engaging in conversations. He asked that all developments go through the Sustainable Environment Commission and to change the name of the commission to Sustainable Environment and Climate Commission. XR will be rolling out a call and declaration and rally for community feedback. He wants Moscow to be the first city in Idaho to declare a climate emergency.

Brandon Johnson (Latah Sanitation Inc) said they have established some new programs for rate payors and installing a new scale at the transfer station. The new scale provides separate in/out weighing.

4. Moscow Farmers Market Halloween Costume Contest Presentation

Perrigo said this is the fourth annual contest and had six categories for entries. Categories included sprout, sprout group, junior, adult, pair/duo/couple and group/family. There were 55 entries and 89 participants. They collaborated with Tack and Photography for the photos.

5. Citizen Commission Report – Moscow Tree Commission – David Schott / Ellis Eifert

David Schott introduced Ellis Eifert, chair of the Moscow Tree Commission. Eifert. Eifert provided photos of the commission members and shared the mission statement, structure and duties. The past year the Commission held an Arbor Day Celebration at the Moscow Public Library and the annual seedling giveaway. The City received the 30th Tree City USA award and the 22nd Growth Award. The Commission also provided two articles for the utility billing newsletter and launched the Heritage Tree Program.

6. Public Hearing: Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition (ACTION ITEM) - Mike Ray

The applicant, RMR Construction LLC, is proposing to subdivide a 2.08-acre property generally located at the northeast corner of Highway 95 and Pintail Lane to create seven (7) lots with an average lot size of 12,931 square feet, referred to as the Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition. The Planning and Zoning Commission conducted a public hearing on this matter on September 27, 2023 and recommended approval of the proposed preliminary plat with no conditions.

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat with no conditions; or approve the preliminary plat with conditions; or reject the preliminary plat; or take other such action deemed appropriate.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

Mayor Bettge opened the public hearing. Ray introduced the item by providing details regarding the

Comprehensive Plan, zoning, utilities and terrain.

Parker read in the packet that citizens are concerned about traffic from Pintail onto Highway 95. Ray stated 5 additional lots would not rise to the level of a traffic impact study but Idaho Transportation Department (ITD) would determine that since it ties into the highway. ITD did not have any comments. Belknap added site distance is adequate and no concerns have been brought forward. Staff could speak with ITD about low scale mitigation but the intersection won't have enough volume to warrant a signal.

Scott Becker (Hodge and Associates) said they have looked at this property for three years and this seems to be the best use of an infill lot. He quickly looked and found only one accident in the last five years at the intersection.

Mayor Bettge asked for any public testimony. Hearing none, he closed the public hearing at 7:58 p.m.

Lewis said she appreciates infill being developed and moved to approve the preliminary plat with no conditions. Taruscio seconded the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Lewis moved to adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

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

On August 2nd, 2021, the 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 the City Council when the contract award was approved. However, the third change order would exceed that authority limit and is being presented to the Council for approval. 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 due to unforeseen construction conditions encountered in the project. This item was reviewed by the Administrative Committee on October 23, 2023, and recommended for approval.

PROPOSED ACTIONS: Approve change order #3 with M.L. Albrights & Sons, Inc. in amount of \$402,696.10; or take other action deemed appropriate.

Buvel introduced the item as written above and provided details on the change orders. A layer of fine sand and water was on top of the bedrock. As excavation occurred, the water and sand layer would fall into the trench and undermined the above soil causing cave-ins.

Davis asked about drilling bore samples prior to bidding and using them on projects in the future. Belknap responded to the question and added this is an unusual project as most utilities are 8 feet below and not 20 feet but feel this is a fair resolution to the project.

Lewis moved and Laflin seconded to approve change order #3 with M.L. Albrights & Sons, Inc. in amount of \$402,696.10. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

8. 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. This item was reviewed and recommended for approval by the Administrative Committee at their October 23rd meeting.

PROPOSED ACTIONS: Approve the proposed Resolution providing for a reallocation of the City's ARPA funding; or take other action deemed appropriate.

Belknap introduced the item as written above. The existing City shop was constructed in 1968 and is in poor condition and the building's systems are at or beyond their useful life expectancy. As the City's maintenance functions and fleet have grown over the past several decades, the building has reached a point of functional obsolescence. The current Shop is approximately 21,500 SF and the 2016 Study recommended 76,868 SF for the existing uses. The building does not have adequate restrooms, or safe working spaces, and does not provide a professional work environment. The Shop facility is key to the delivery of all of the City's essential services. During the 2017 and 2019 flooding events, floodwaters entered and flowed through the building. Belknap provided a building design concept from 2016 which would phase improvements over time. In 2021, staff determined what would be needed for a new fleet facility and illustrations were provided. The main entrance would move to Polk Street so traffic would be removed from the residential area on Van Buren Street.

ARPA Funds are required to be obligated by the end of 2024 and expended by the end of 2026. The design services were approved within the FY2024 budget and the City recently issued an RFQ for design services. The project cost is estimated at \$5 Million and anticipated that the project can be designed, bid, and contracted by the end of 2024. Construction would occur in 2025 with closeout prior to the end of 2026.

Lewis confirmed this would be the final monies from ARPA with the exception of a little in the affordable housing line item. In answer to a question posed by Lewis regarding the direct loss of revenue during the pandemic, Belknap said a cursory review at that time did not identify enough to justify the work it would take to demonstrate the need. Taruscio appreciates the building design is thought out. Laflin remembers the tour of the shop when first on the Council and pictures from the flood and is fully in support of funding this project. Parker appreciates the inhouse vehicle maintenance saving the City money and that it is ARPA one time money. She also mentioned some discussion of this property being affordable housing but thought remediation of fuels would make that not possible. Belknap said the replacement investment would be too great and not fundable. There are six other buildings and the fuel island on the property. A bond for a shop would be difficult and to accumulate monies would take approximately 30 years of savings.

Taruscio moved to approve the proposed Resolution providing for a reallocation of the City's ARPA funding. Laflin seconded Roll Call Vote: Ayes: Five (5). Nays: None. Abstentions: One(Davis). Motion carried.

REPORTS

City Council

SMART Transit – Lewis said they are talking about cobranding with Joe Vandal to promote use by students.

Mayor

Mayor Bettge said he presented the Orchid Awards; toured the airport terminal where interior walls are being constructed; the airport received funding for the west wing and are adding it to the current construction, which means the completion date is extended.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 8:48 p.m.

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, December 4, 2023



AGENDA ITEM TITLE

Disbursement Report October 2023 - 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

The Administrative Committee received the report and approved the disbursements as presented.

PROPOSED ACTIONS

ACTION: Accept the Disbursements Report for the month of October 2023.

STAFF RECOMMENDATION

Accept 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 10/10/2023 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 Body Super Center	\$	\$ 4,819.80	FY24 Bursar, University of Idaho	\$	\$ 45,104.00	FY23 CHS, Inc.	\$	\$ 8,430.00	FY23 Avista Utilities	\$	\$ 90,184.11
Insurance Claim C-23-02122-17954 Vehicle 5-05			Street Maintenance Agreement 1 of 2			Diesel fuel (2,000 gals @ \$4.215/ea)			September 2023		
FY23 Duke's Root Control, Inc.	\$	\$ 46,811.04	FY24 Excar, Inc.	\$	\$ 4,549.89	FY23 CHS, Inc.	\$	\$ 11,133.71		\$	\$ 90,184.11
Pipe sewer root control			Monthly cleaning for October			Unleaded fuel (1,001 gals @ \$3.71/ea)					
FY23 HDR Engineering, Inc.	\$	\$ 3,121.25	FY24 Leadonline, LLC	\$	\$ 3,389.00	FY23 J.R Simplot Company	\$	\$ 6,100.00		Payroll	\$ 1,239,669.23
Task Order 6: miscellaneous modeling			Yearly Renewal TotalTrack Investigation System Service Package			Fertilizer				Contractual Payments	
FY23 Mcco Plumbing & Heating, Inc.	\$	\$ 10,625.00	FY24 Salt Lake Wholesale Sports	\$	\$ 2,580.50	FY23 Newman Signs, Inc.	\$	\$ 2,972.85	Alta Science and Engineering, Inc. - FY23	\$	\$ 23,426.62
Mtn. View bathroom			9mm practice ammunition			Blank signs and hardware			Alta Science and Engineering, Inc. - FY23	\$	\$ 22,093.78
FY23 Gcorry Construction, Inc.	\$	\$ 6,540.00	FY24 ArchiweSocial, LLC	\$	\$ 3,137.40	FY23 Pioneer Manufacturing	\$	\$ 4,950.00	InfoSend, Inc. - FY23	\$	\$ 3,748.39
Splitter Island Colored Concrete for Logos Roundabout 2023			Social Media Archiving Subscription - ArchiweSocial			Oylear park bleachers: Account number CH8384			Shi International Corporation - FY23	\$	\$ 5,677.65
FY23 HDR Engineering, Inc.	\$	\$ 8,486.57	FY24 G6 Gutters, Inc.	\$	\$ 3,069.66	FY23 Rainbow EcoScience	\$	\$ 4,079.27	CivixPlus, Inc. - FY23	\$	\$ 4,630.50
Water/Sewer Comprehensive Plan 8.01.23 - 9.30.23			PD,RC,JC Janitorial services Oct 1-15th			Dutch Elm Chemical			Moscow Volunteer Fire Department - October	\$	\$ 1,750.00
FY23 Phillip R. Stradley	\$	\$ 9,617.20	FY24 Idaho State Police	\$	\$ 7,356.25	FY23 Room to Roam Fencing, LLC	\$	\$ 10,963.44	Moscow Volunteer Fire Department - November	\$	\$ 1,750.00
Mtn view well pump			Whitcomb, ILETS, Oct-Dec, 2023			Abiel Mobile Home Park Vinyl Fence			Humane Society of the Palouse - October FY24	\$	\$ 4,705.00
	\$	\$ 90,020.86	FY24 TMG Services, Inc.	\$	\$ 4,400.45	FY23 Thatcher Company of Montana	\$	\$ 10,688.08	Humane Society of the Palouse - November FY24	\$	\$ 4,705.00
			Cylinder Scale and Channel Controller			Aluminum Sulfate			Heart of the Arts - FY24	\$	\$ 10,750.00
			FY24 Shyawks Sports Academy	\$	\$ 4,582.24	FY23 Filtration Technology, Inc.	\$	\$ 6,348.00	Schindler Elevator - FY24	\$	\$ 5,662.31
			Multi Sport, Soccer, Tiny Hawk, Mini Hawk, Tennis			Salt for Wells 6 and 10			University of Idaho-PBAC - FY24	\$	\$ 47,000.00
			FY24 Ziply Fiber	\$	\$ 5,194.42	FY23 J.R Simplot Company	\$	\$ 3,471.00	Whitcomb 911 - FY24	\$	\$ 200,816.60
			PRl phone lines and long distance October			Fertilizer			City of Moscow - FY24	\$	\$ 31,202.00
				\$	\$ 86,239.81	FY23 TFX Distribution	\$	\$ 3,466.40	Association of Idaho Cities - FY24	\$	\$ 10,499.60
						Material cost for full protection rated railing at Edington Bridge			Idaho Dept. of Environmental Quality - FY24	\$	\$ 18,729.50
						FY23 Phillip R. Stradley	\$	\$ 18,288.68	Clearwater Economic Development Assoc. - FY24	\$	\$ 8,306.00
						Fiber Panel Install			Bennett Lumber Products, Inc. - FY24	\$	\$ 3,851.00
						FY23 Phillip R. Stradley	\$	\$ 11,490.39	SmithComby US OnCo, Inc. - FY24	\$	\$ 6,000.00
						South east lift station			Submittable Holdings, Inc. - FY24	\$	\$ 5,646.00
						FY23 Traffic Safety Sunolv Co.	\$	\$ 4,840.75			
						Aluminum compact sign stands (20 @ \$225.00 ea)					
						FY23 Traffic Safety Southly Co.	\$	\$ 3,008.20			
						28" Trimming selected signs (122 @ @20.60 ea)					
						FY24 Oxarc, Inc.	\$	\$ 4,504.57			
						Chlorine and SO2					
						FY24 Gmco-GC Systems	\$	\$ 5,123.30			
						Parts for SE Reservoir cal-val					
						FY24 D & L Supply Company	\$	\$ 3,540.00	Commercial Card Expense - September 29th FY23	\$	\$ 17,198.44
						Manhole cover lids			Commercial Card Expense - October 6th FY23	\$	\$ 18,351.03
						FY24 Hach Commanv	\$	\$ 3,675.40	Commercial Card Expense - October 14th FY23 & FY24	\$	\$ 18,802.80
						Prognosis Sensor			Commercial Card Expense - October 21st FY24	\$	\$ 9,215.61
						FY24 Hach Commanv	\$	\$ 7,356.40			
						Turbidimeter					
						FY24 Hach Company	\$	\$ 4,144.77			
						Nitrates sensors budgeted item					
						FY24 Hach Company	\$	\$ 6,147.00			
						Equipment for SO2 Room					
						FY24 Oxarc, Inc.	\$	\$ 7,640.90			
						Chlorine and SO2					
						FY24 Traffic Devices, Inc.	\$	\$ 3,700.87			
						Signs and Baricade panels					
							\$	\$ 156,063.98			

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, December 4, 2023



AGENDA ITEM TITLE

Palouse Basin Aquifer Committee Memorandum of Agreement - 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. This was reviewed by the Administrative Committee on November 27, 2023 and recommended for approval.

REVIEWED BY

This was reviewed by the Administrative Committee on November 27, 2023 and recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the Memorandum of Agreement for the Palouse Basin Aquifer Committee.

STAFF RECOMMENDATION

Approve 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. STROSCHER
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

MEMORANDUM



To: Art Bettge, Mayor
Bill Belknap, City Supervisor
From: Megan Cherry, Arts Manager
c: Cody Riddle, Deputy City Supervisor
Date: October 31, 2023
Re: Arts Department Program Proposal

Recent and unforeseen changes to the City of Moscow FY24 budget have prompted a pause on hiring in multiple City departments. The Arts Department, previously staffed by two full-time employees, has been reduced to one FTE. While this staff reduction is temporary, it is as yet unclear when it will be possible to re-hire the Arts Assistant position. City Administration is facilitating Arts Department operations in the form of administrative support from the Executive Assistant. In addition to this, tasks such as graphic design and some elements of event staffing will be completed on a contract basis by local professionals. While these forms of support are helpful, it is still necessary to make program adjustments. The following proposal lays out a plan to either continue, pause, or discontinue programs in FY24 to generate some operational cost savings but primarily to preserve staff capacity.

Arts programs recommended for implementation as planned in FY24 include:

- **Artwalk**
This event takes place on every 3rd Thursday of the month from October – June. Artwalk presents literary, visual, performing, and culinary arts offerings in host locations throughout the community. The nine-month event season culminates in a June Artwalk Finale street fair. Registration for the event has been strong and continues to grow; the most recently-completed Artwalk season featured 177 arts listings at 92 host locations as well as 31 on-street vendors. The Artwalk Season Host option, a new addition in the 2022-2023 season, has quickly grown in popularity, with a 71% increase in participation in this registration category during the current season.
- **Mayor's Arts Awards**
The biennial Mayor's Arts Awards event celebrates the good work of local artists, arts educators and students, arts advocates, and businesses that nurture the arts ecosystem of Moscow. The event spotlights the award recipients with a ceremony led by the Mayor at the 1912 Center.
- **Public Art Permanent Collection: Mural at Jackson & A**
This project will replace a mural at the same site that was irreparably damaged by vandalism in May 2023. The Public Art Subcommittee of the MAC is currently advising staff in the development of the RFQ, which is slated to open for submissions in early 2024.
- **Intermodal Transit Center Sculpture Garden**
The ITC Sculpture Garden is an annual component of the Temporary Collection and is operated in partnership with the University of Idaho Art + Design program. Following a submission period, a selection panel identifies up to four sculptures to be installed in the garden for a one-year period.

- **Palouse Plein Air**

Palouse Plein Air is an annual event that attracts artists from across Idaho and Washington to paint the Palouse landscape. Following a nine-day painting period, artists submit works for exhibition at the Third Street Gallery. Registration, exhibition attendance, and artwork sales numbers have been continually increasing. In 2023, 40 artists exhibited 104 paintings at an exhibition attended by 150 people. Additionally, 2023 artwork sales were the highest in event history, with a total of \$2368 paid to artists and \$597 in sales commission revenue for the City.

- **Third Street Gallery and The Box Gallery**

The galleries inside Moscow City Hall provide aesthetic value to members of the public, elected officials, and staff members as they participate in the business of the City. The galleries also offer exhibition and networking opportunities to participating artists, who represent a wide range of ages, geographic locations, and are working at multiple levels of experience in the arts field. Thus far in 2023, the galleries combined have presented 306 artworks made by 85 artists, with receptions attended by 495 people. In addition to the annual Palouse Plein Air exhibition in September, Third Street Gallery features four shows each year. The Box Gallery on the first floor of Moscow City Hall presents exhibitions on a monthly or bi-monthly basis, primarily during the Artwalk season.

Programs recommended for a one-year pause are the following:

- **Moscow Poet Laureate (selection process only)**

The current Moscow Poet Laureate's term will continue until September 30, 2024, with features including readings, workshops, and the Poetry in the Park event in August. Under ordinary circumstances, Arts staff would release a call for applications for the next MPL in spring of 2024 in order to have a new Poet Laureate in place by the time the previous MPL's term ends. During this particular year, the regularly-scheduled programs would have a call for MPL applications going out at the same time as a call for Mayor's Arts Awards nominations. These programs do not always overlap in this manner. Mayor's Arts Awards is biennial, while the MPL terms have until this point been set for three years, meaning that their RFP periods overlap only periodically. Another aspect of the recommendation is to reduce the MPL term to two years which, in combination with the one-year pause on selecting a new Poet Laureate, will set the heaviest workload periods for the two programs to alternate years. While this proposal means that there will not be a Moscow Poet Laureate from October 1, 2024 – September 30, 2025, there is always the option to contract with area literary artists for any readings or other poetry services needed during that time.

- **Vinyl Wraps and Storm Drain Murals**

These very popular programs are also quite labor-intensive in terms of administering RFPs and following up with vinyl printing and installation. While the systems for bringing these programs to the public have been greatly refined in recent years, they still represent a considerable investment of staff time. In addition, the vendor who has provided vinyl printing and installation services for this program since its inception has recently announced his retirement. Foregoing new Vinyl Wrap and Storm Drain Mural installations for one year will allow time for remaining staff to identify new vendors and become accustomed to an adjusted programming schedule and workload. Existing installations will still be available for the public's enjoyment during this time.

The proposal is to discontinue City operation of the following related programs:

- **Entertainment in the Park**

This event has had many different iterations over its history, evolving from the Fresh Aire Concert Series to the In The Park event series, and has been known as Entertainment in the Park since 2012. This series aligns the Moscow Arts Commission's arts education programming with the Moscow Public Library's summer reading program, which encourages school-aged children to engage in reading and learning throughout the summer. It is presented to the community in partnership with the Moscow Public Library. The event, held at East City Park, presents children's entertainment followed by a musical performance, often featuring the MAC Band. In 2020, the event was adapted to a two-night series instead of the previous model featuring four or five evening performances to address budget constraints related to the rising costs of children's entertainers as well as operational challenges related to limited City staffing. The scheduling was also shifted later in the year, thereby mitigating the risk of the event being rained out at East City Park during June. The children's entertainment portion of Entertainment in the Park is indeed popular, and is booked in such a way to facilitate block-booking for area Library District events. While well attended, the event does feature entertainers that can be seen at several other venues in the region. With the recent loss of one FTE in the Arts Department, concerns with staff capacity identified and addressed in 2020 have increased to the point where it is no longer sustainable to operate Entertainment in the Park as a City event. This proposal to discontinue the City's operation of the event preserves the opportunity for the Moscow Public Library to carry the tradition forward if they choose to do so.

- **Moscow Arts Commission Band**

The Moscow Arts Commission Band was founded in 1982 and consists of 30-40 volunteer musicians led by a paid MAC Band Director. The band's repertoire includes the classics, Broadway, Hollywood, and Sousa marches. They have been featured performers at Entertainment in the Park and Moscow Farmers Market, playing two concerts annually in recent years. The band recently presented a proposal (attached) to expand their presence in the community by offering 4-5 stand-alone concerts supported by additional marketing efforts. The MAC Band's passion for the tradition is admirable and their years of service to the community are appreciated. Though Arts Department staff capacity cannot provide the level of service they describe in their proposal, it appears that they have identified funding and volunteers to support the growth of this community band. This proposal is to encourage the band's expansion of service to the community independently of City operations, foregoing the use of the "Moscow Arts Commission" element of the band name.

TO: Moscow Arts Commission
FROM: Bill Voxman and Kenton Bird, MAC Band members
RE: Future of the Moscow Arts Commission Band
DATE: Sept. 19, 2023

Dear Commissioners,

First, thank you for hearing our presentation at your July meeting and for your preliminary discussion in August. We appreciate your questions, comments and concerns. Since the formats of these two meetings did not allow a direct dialogue with you, we would like to address the following issues which seem to be at the heart of the current discussion.

Background

From the beginning, the MAC Band was conceived to be a “park” band that would give members of the Moscow and Pullman communities the opportunity to listen to lively, enjoyable summer music in an informal setting. The park provides a venue where attendees can mingle with old friends, meet new ones, watch children tap their feet and dance when not running through the park, and generally savor the informal ambiance of such an event. The MAC Band also has provided a wonderful opportunity for musicians of all ages and skills to get together to rehearse and perform before appreciative audiences. Summer “park bands” are found throughout the country. As we noted at the July meeting, the [Twin Falls Municipal Band](#) offers 10 outdoor concerts each summer. Closer to home, the Pullman Community Band provides audiences with multiple outdoor performances at Reaney Park, Sunnyside Park (on July 4), and elsewhere.

Based on the responses we received at the August meeting in Director Cherry’s presentation to the commission and informal conversations with commission members, the biggest obstacles to extending the MAC Band’s season in 2024 and beyond are the following: weather, cost, and the partnership(s) with other groups for children’s activities in the park. We will address each of these in turn.

Weather

For nearly 40 years, weather was not an issue from the standpoint of either the band or its audiences. There have been, of course, occasional cancellations of concerts in the park due to inclement weather. This is to be expected of any outdoor event in the Northwest. Such cancellations, however, have not diminished the enthusiasm of the audiences (or the band members) for the park concert series. Weather should become even less of a factor in future years as climate change since the mid-1990s has tended to reduce the amount of rainfall occurring in June and July. In June 2023, Moscow recorded precipitation on only two days, for a total of .36 inch of rainfall.

It is important to note that though a concert may be canceled, the rehearsal prior to the concert is not. Rehearsals form an integral part of the MAC Band’s participatory activities. The MAC Band usually practices for two hours prior to each concert. These rehearsals give the musicians – the young and the more elderly, the accomplished (such as UI Music professor Dan Bukvich) and the neophytes –

a much-appreciated opportunity to make music together, learn from each other, enjoy new repertoire, re-invigorate our “chops” and interact socially. For most players, the rehearsals are as important and satisfying as the concerts themselves. The MAC Band prides itself on including members of all ages and all abilities, while promoting musicianship through the shared experience.

In case of rain, the MAC Band has on occasion performed at the Hamilton Indoor Recreation Center (HIRC). Unfortunately, this venue does not have the ambiance of a park, and attendance at the HIRC has been minimal at best. We agree that there is little need to continue the practice of using the HIRC as a backup for rain cancellations. To lessen the chances of cancellations, consideration should be given to having the MAC Band perform, say, three times in June and twice in early July prior to the beginning of the Rendezvous in the Park festivities. In sum, weather has never been and is not currently a significant factor in the MAC Band’s success.

Cost

As far as we can determine, the principal cost for the summer MAC Band park series is the director’s remuneration. Moscow High School generously provided the chairs and music stands needed for the park concerts in 2023. The Lionel Hampton School of Music did this in previous seasons. MAC Band members set up and take down the stage for each concert.

The only additional cost appears to be a small P/A system or megaphone for the director (though this was not needed at the last park concert, as the one A. J. tried to use failed). If cost remains an issue, several of our key supporters (including the authors of this proposal) pledge \$1,000, if needed, each year for the foreseeable future to defray costs associated with the MAC Band’s park performances.

Partnerships

For many years after its founding, the MAC Band gave stand-alone concerts; i.e., the musical program in the park was not coupled with any other activities. We could certainly perform this way in the future. Concerts at the Saturday Farmers’ Market are good exposure for the band but they are a sub-standard experience for the audience because of the poor acoustics at Friendship Square, the lack of shaded seating (except a few benches), and background noise from vendors.

In addition, it appears that current Farmers’ Market policies may limit the MAC Band (and other groups) to a single performance each summer. To get around this prohibition, it was suggested that perhaps a smaller group of musicians from the band might perform at the market; however, this poses unforeseen problems, including selection of participants and a loss of *esprit de corps* among the rest of the band.

We want to emphasize that the MAC Band is agreeable to partner on occasion with other groups (such as the Library’s Summer Reading program or the UI Summer Music Camp), as well as at other events (such as the Art Walk finale in June) whenever that is helpful, but we stand willing – and eager – to play stand-alone concerts in the park as it has done in the past.

Marketing

We believe it is possible and desirable to build attendance at concerts – and participation by musicians of all ages – through an intentional and strategic marketing campaign to begin in

mid-May or earlier. We were pleased to hear offers of help in this area from several arts commissioners at your August meeting. It may be possible to find a University of Idaho public relations or advertising student to work as an intern in the spring to augment existing publicity efforts. Again, our key supporters are willing to underwrite additional marketing efforts.

Next steps

We felt constrained at the August meeting by our inability to respond directly to questions and concerns raised by commissioners. We believe that before the commission votes on any change in the band's schedule for 2024, there should be a work session – either by the commission as a whole or the Events and Programs subcommittee. Musicians and audience members deserve an opportunity to roll up our sleeves and construct a strategy to restore the band's prominent position on Moscow's summer entertainment schedule, working in coordination with the Arts Commission and city staff.

Conclusion

The support expressed to us directly (in the form of a petition with more than 250 signatures) and indirectly (through personal contacts, phone calls and emails) make it clear that there is impressive and sustained community and University support for a series of four or five MAC Band concerts in the park each summer. We see no reason why this long and established tradition should not resume in 2024. We have discussed this letter with A.J. Miller, the band's director the past five years, and he is in full support of this proposal.

We hope that the Arts Commission will lend its support to this endeavor and find ways to make the concert series an even greater success. We and a legion of musicians and music lovers are eager to work with you to make this happen.

Thanks for your attention to these comments. We look forward to hearing from you soon.

cc:

Megan Cherry, Arts Director
A.J. Miller, MAC Band director
Julia Parker, City Council liaison
Art Bettge, Mayor
Bill Belknap, City Supervisor

Contact information:

Kenton Bird, kentonbird@gmail.com, 208-669-4080

Bill Voxman, wvoxman@uidaho.edu, 208-301-4988

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, December 4, 2023



AGENDA ITEM TITLE

Acknowledgment of Election Results (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

Per Idaho Code 50-412, the City Council is required to accept the canvassed election results from Latah County, including the breakdown by precinct. The acceptance must be included in the Council meeting minutes.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept canvassed election results from Latah County; or take other action deemed appropriate.

STAFF RECOMMENDATION

Accept canvassed election results from Latah County.

OTHER RESOURCES

FISCAL IMPACT

NA

PERSONNEL IMPACT

NA

ATTACHMENTS

1. Canvas November 7 2023 Election Moscow only



LATAH COUNTY
BOARD OF COMMISSIONERS
MOTION AND ORDER

PO Box 8068 ♦ 522 S. Adams ♦ Moscow, ID 83843
(208) 883-7208 ♦ Fax: (208) 883-2280
bocc@latahcountyid.gov

COMMISSIONER Lamar MOVES THAT THE BOARD:

Sitting as the County Board of Canvassers, having canvassed the returns, certify the results of the

Election held on November 7, 2023

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
 Thomas C. Lamar, Chair District II	<u>✓</u>	<u> </u>	<u> </u>
 Kathie LaFortune, Commissioner District I	<u>✓</u>	<u> </u>	<u> </u>
 John Bohman, Commissioner District III	<u>✓</u>	<u> </u>	<u> </u>

ATTEST:


Clerk/Deputy Clerk

DATE:

November 14, 2023

STATE OF IDAHO

COUNTY OF LATAH

We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, convened on November 14, 2023, do hereby state that the attached is a true and complete abstract of all votes cast within this county for the candidates and/or questions as they appeared at the election held on November 7, 2023, as shown by the records now on file in the County Clerk's office.



Kathie Lafortune



County Board of Canvassers

Attest:


County Clerk

E-31, Approved Secretary of State, January 2011



KENDRICK JT SCHOOL DISTRICT No. 283
TRUSTEE ZONE 4
LATAH AND CLEARWATER COUNTIES

I, Julie Fry, County Clerk of Latah County, hereby certify that the Official Results from the Kendrick Jt. School District No. 283 Trustee Zone 4 election held on November 7, 2023 to be the following:

Ballots Cast:

LATAH COUNTY:

Justin E. Cowley	<u>35</u>
Ryan A. Lawrence	<u>50</u>
TOTAL BALLOTS CAST IN LATAH COUNTY	<u>85</u>

CLEARWATER COUNTY:

Justin E. Cowley	<u>4</u>
Ryan A. Lawrence	<u>10</u>
TOTAL BALLOTS CAST IN CLEARWATER COUNTY	<u>14</u>

TOTALS:

Total number of votes for Justin E Cowley	<u>39</u>
Total number of votes for Ryan A. Lawrence	<u>60</u>
TOTAL NUMBER OF BALLOTS CAST (from all counties)	<u>99</u>


Julie Fry, Latah County Clerk

11/14/23
Date



LATAH COUNTY RESULTS
November 7, 2023 ELECTION

	VOTING STATISTICS BASED ON BALLOTS CAST				
Precinct	Total Number of Registered Voters at Cutoff	Number Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters That Voted
Moscow 1	110	7	117	13	11.1%
Moscow 2	975	23	998	206	20.6%
Moscow 3	798	25	823	246	29.9%
Moscow 4	942	30	972	461	47.4%
Moscow 5	1119	12	1,131	412	36.4%
Moscow 6	1046	33	1,079	286	26.5%
Moscow 7	945	29	974	224	23.0%
Moscow 8	742	38	780	73	9.4%
Moscow 9	1012	23	1,035	539	52.1%
Moscow 10	977	18	995	394	39.6%
Moscow 11	911	17	928	430	46.3%
Moscow 12	884	16	900	205	22.8%
Moscow 13	707	19	726	336	46.3%
Moscow 14	944	39	983	337	34.3%
Moscow 15	845	24	869	394	45.3%
Moscow 16	1011	33	1,044	208	19.9%
Moscow 17	841	17	858	364	42.4%
Moscow 18	706	18	724	90	12.4%

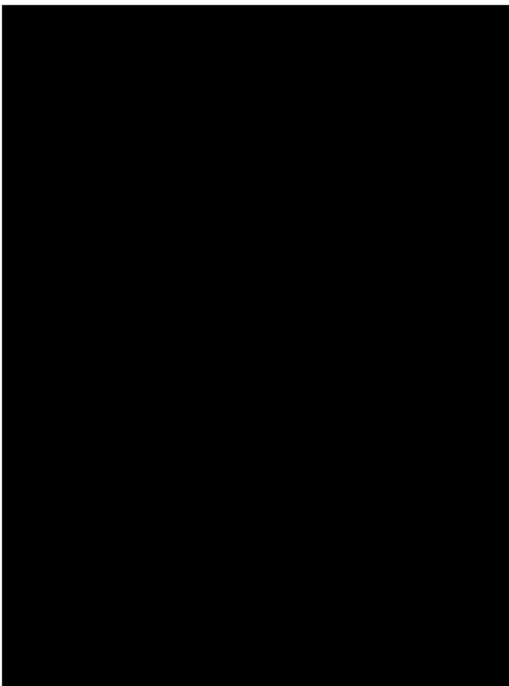
LATAH COUNTY RESULTS
NOVEMBER 7, 2023 ELECTION

CITY OF MOSCOW									
COUNCIL MEMBER									
4 YEAR TERM (Vote for Three)									
	Bryce Blankenship	Joe Campbell	Drew Davis	Evan Holmes	Sandra Kelly	Nathan Tupper			
Moscow 1	10	4	7	4	9	1			
Moscow 2	108	44	129	93	123	42			
Moscow 3	107	62	143	93	135	51			
Moscow 4	182	67	325	214	275	67			
Moscow 5	209	112	273	187	277	70			
Moscow 6	147	90	180	129	190	50			
Moscow 7	73	34	90	81	71	32			
Moscow 8	55	23	25	22	46	8			
Moscow 9	283	135	392	251	358	80			
Moscow 10	227	103	203	222	266	53			
Moscow 11	254	93	216	263	320	52			
Moscow 12	28	21	42	24	44	12			
Moscow 13	195	86	224	130	231	30			
Moscow 14	223	84	175	142	235	40			
Moscow 15	256	60	254	187	296	35			
Moscow 16	140	52	114	88	129	30			
Moscow 17	151	62	181	144	183	46			
Moscow 18	62	31	41	29	55	10			
CO. TOTAL	2,710	1,163	3,014	2,303	3,243	709			

<i>Statistics</i>	TOTAL
Election Day Precincts Reporting	22 of 22
Precincts Complete	22 of 22
Precincts Partially Reported	0 of 22
Absentee/ Early Precincts Reporting	0 of 22
Registered Voters - Total	16,262
Ballots Cast - Total	5,534
Paper Ballots Cast - Total	5,485
Cards Cast - Total	0
Ballots Cast - Blank	9
Paper Ballots Cast - Blank	9
Cards Cast - Blank	9
Voter Turnout - Total	34.03%

City Council Moscow

Vote For 3	TOTAL
Bryce Blankenship	2,710
Joe Campbell	1,163
Drew Davis	3,014
Evan Holmes	2,303
Sandra L. Kelly	3,243
Nathan Tupper	709
Overvotes	120
Undervotes	1,345
Contest Totals	14,607

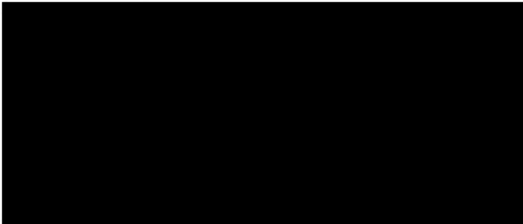


Moscow 1

Statistics	TOTAL
Registered Voters - Total	110
Ballots Cast - Total	13
Paper Ballots Cast - Total	13
Cards Cast - Total	0
Ballots Cast - Blank	0
Paper Ballots Cast - Blank	0
Cards Cast - Blank	0
Voter Turnout - Total	11.82%

City Council Moscow

Vote For 3	TOTAL
Bryce Blankenship	10
Joe Campbell	4
Drew Davis	7
Evan Holmes	4
Sandra L. Kelly	9
Nathan Tupper	1



Moscow 2

Statistics

TOTAL

Registered Voters - Total	975
Ballots Cast - Total	206
Paper Ballots Cast - Total	205
Cards Cast - Total	0
Ballots Cast - Blank	1
Paper Ballots Cast - Blank	1
Cards Cast - Blank	1
Voter Turnout - Total	21.13%

City Council Moscow

Vote For 3

TOTAL

Bryce Blankenship	108
Joe Campbell	44
Drew Davis	129
Evan Holmes	93
Sandra L. Kelly	123
Nathan Tupper	42

Moscow 3

Statistics

TOTAL

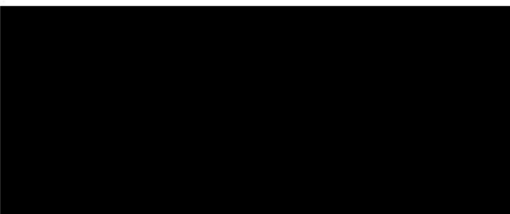
Registered Voters - Total	798
Ballots Cast - Total	246
Paper Ballots Cast - Total	245
Cards Cast - Total	0
Ballots Cast - Blank	0
Paper Ballots Cast - Blank	0
Cards Cast - Blank	0
Voter Turnout - Total	30.83%

City Council Moscow

Vote For 3

TOTAL

Bryce Blankenship	107
Joe Campbell	62
Drew Davis	143
Evan Holmes	93
Sandra L. Kelly	135
Nathan Tupper	51



Moscow 4

Statistics

TOTAL

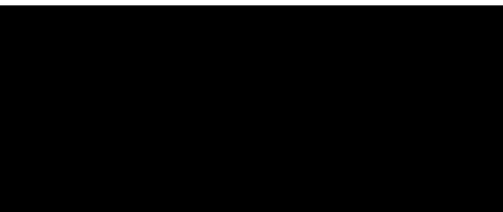
Registered Voters - Total	942
Ballots Cast - Total	461
Paper Ballots Cast - Total	457
Cards Cast - Total	0
Ballots Cast - Blank	0
Paper Ballots Cast - Blank	0
Cards Cast - Blank	0
Voter Turnout - Total	48.94%

City Council Moscow

Vote For 3

TOTAL

Bryce Blankenship	182
Joe Campbell	67
Drew Davis	325
Evan Holmes	214
Sandra L. Kelly	275
Nathan Tupper	67



Moscow 5

Statistics	TOTAL
Registered Voters - Total	1,119
Ballots Cast - Total	412
Paper Ballots Cast - Total	407
Cards Cast - Total	0
Ballots Cast - Blank	1
Paper Ballots Cast - Blank	1
Cards Cast - Blank	1
Voter Turnout - Total	36.82%

City Council Moscow

Vote For 3	TOTAL
Bryce Blankenship	209
Joe Campbell	112
Drew Davis	273
Evan Holmes	187
Sandra L. Kelly	277
Nathan Tupper	70

Moscow 6

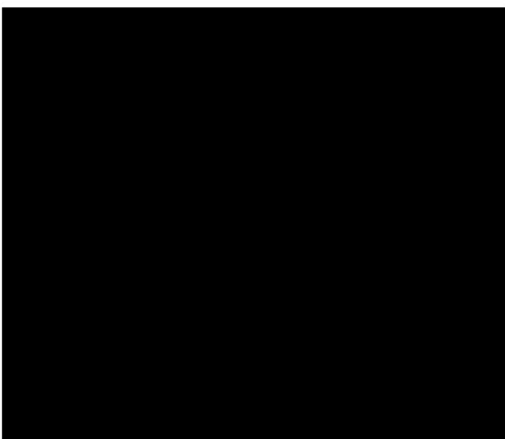
Statistics

	TOTAL
Registered Voters - Total	1,046
Ballots Cast - Total	286
Paper Ballots Cast - Total	286
Cards Cast - Total	0
Ballots Cast - Blank	0
Paper Ballots Cast - Blank	0
Cards Cast - Blank	0
Voter Turnout - Total	27.34%

City Council Moscow

Vote For 3

	TOTAL
Bryce Blankenship	147
Joe Campbell	90
Drew Davis	180
Evan Holmes	129
Sandra L. Kelly	190
Nathan Tupper	50



Moscow 7

Statistics

TOTAL

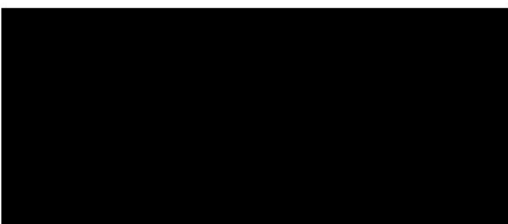
Registered Voters - Total	945
Ballots Cast - Total	224
Paper Ballots Cast - Total	223
Cards Cast - Total	0
Ballots Cast - Blank	0
Paper Ballots Cast - Blank	0
Cards Cast - Blank	0
Voter Turnout - Total	23.70%

City Council Moscow

Vote For 3

TOTAL

Bryce Blankenship	73
Joe Campbell	34
Drew Davis	90
Evan Holmes	81
Sandra L. Kelly	71
Nathan Tupper	32



Moscow 8

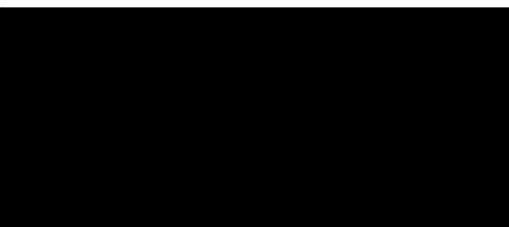
Statistics	TOTAL
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Registered Voters - Total	742
Ballots Cast - Total	73
Paper Ballots Cast - Total	73
Cards Cast - Total	0
Ballots Cast - Blank	0
Paper Ballots Cast - Blank	0
Cards Cast - Blank	0
Voter Turnout - Total	9.84%

City Council Moscow

Vote For 3

	TOTAL
Bryce Blankenship	55
Joe Campbell	23
Drew Davis	25
Evan Holmes	22
Sandra L. Kelly	46
Nathan Tupper	8



Moscow 9

Statistics

TOTAL

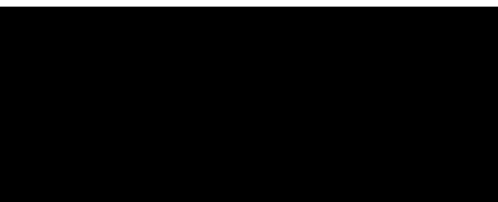
Registered Voters - Total	1,012
Ballots Cast - Total	539
Paper Ballots Cast - Total	537
Cards Cast - Total	0
Ballots Cast - Blank	1
Paper Ballots Cast - Blank	1
Cards Cast - Blank	1
Voter Turnout - Total	53.26%

City Council Moscow

Vote For 3

TOTAL

Bryce Blankenship	283
Joe Campbell	135
Drew Davis	392
Evan Holmes	251
Sandra L. Kelly	358
Nathan Tupper	80



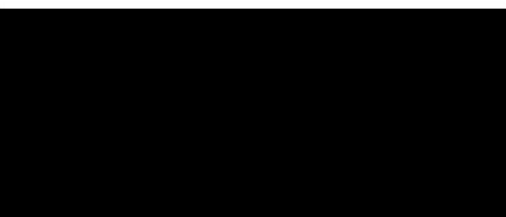
Moscow 10

Statistics	TOTAL
Registered Voters - Total	977
Ballots Cast - Total	394
Paper Ballots Cast - Total	391
Cards Cast - Total	0
Ballots Cast - Blank	0
Paper Ballots Cast - Blank	0
Cards Cast - Blank	0
Voter Turnout - Total	40.33%

City Council Moscow

Vote For 3

	TOTAL
Bryce Blankenship	227
Joe Campbell	103
Drew Davis	203
Evan Holmes	222
Sandra L. Kelly	266
Nathan Tupper	53



Moscow 11

Statistics

TOTAL

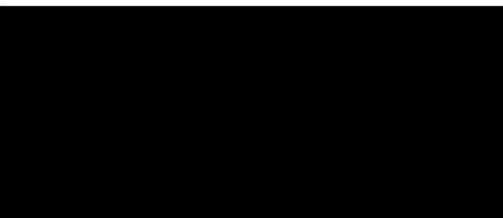
Registered Voters - Total	911
Ballots Cast - Total	430
Paper Ballots Cast - Total	421
Cards Cast - Total	0
Ballots Cast - Blank	0
Paper Ballots Cast - Blank	0
Cards Cast - Blank	0
Voter Turnout - Total	47.20%

City Council Moscow

Vote For 3

TOTAL

Bryce Blankenship	254
Joe Campbell	93
Drew Davis	216
Evan Holmes	263
Sandra L. Kelly	320
Nathan Tupper	52



Moscow 12

Statistics TOTAL

Registered Voters - Total	884
Ballots Cast - Total	205
Paper Ballots Cast - Total	204
Cards Cast - Total	0
Ballots Cast - Blank	2
Paper Ballots Cast - Blank	2
Cards Cast - Blank	2
Voter Turnout - Total	23.19%

City Council Moscow

Vote For 3

TOTAL

Bryce Blankenship	28
Joe Campbell	21
Drew Davis	42
Evan Holmes	24
Sandra L. Kelly	44
Nathan Tupper	12

Moscow 13

Statistics

TOTAL

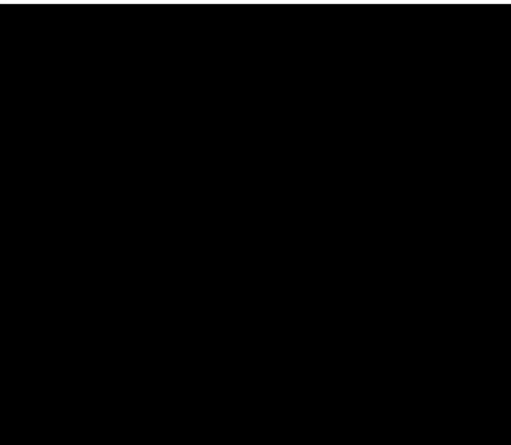
Registered Voters - Total	707
Ballots Cast - Total	336
Paper Ballots Cast - Total	329
Cards Cast - Total	0
Ballots Cast - Blank	1
Paper Ballots Cast - Blank	1
Cards Cast - Blank	1
Voter Turnout - Total	47.52%

City Council Moscow

Vote For 3

TOTAL

Bryce Blankenship	195
Joe Campbell	86
Drew Davis	224
Evan Holmes	130
Sandra L. Kelly	231
Nathan Tupper	30



Moscow 14

Statistics

TOTAL

Registered Voters - Total	944
Ballots Cast - Total	337
Paper Ballots Cast - Total	335
Cards Cast - Total	0
Ballots Cast - Blank	1
Paper Ballots Cast - Blank	1
Cards Cast - Blank	1
Voter Turnout - Total	35.70%

City Council Moscow

Vote For 3

TOTAL

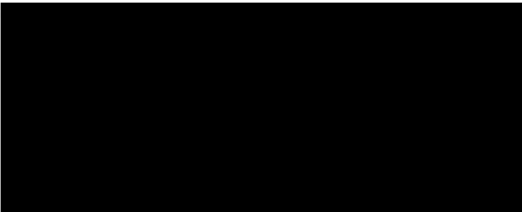
Bryce Blankenship	223
Joe Campbell	84
Drew Davis	175
Evan Holmes	142
Sandra L. Kelly	235
Nathan Tupper	40

Moscow 15

Statistics	TOTAL
Registered Voters - Total	845
Ballots Cast - Total	394
Paper Ballots Cast - Total	388
Cards Cast - Total	0
Ballots Cast - Blank	1
Paper Ballots Cast - Blank	1
Cards Cast - Blank	1
Voter Turnout - Total	46.63%

City Council Moscow

Vote For 3	TOTAL
Bryce Blankenship	256
Joe Campbell	60
Drew Davis	254
Evan Holmes	187
Sandra L. Kelly	296
Nathan Tupper	35



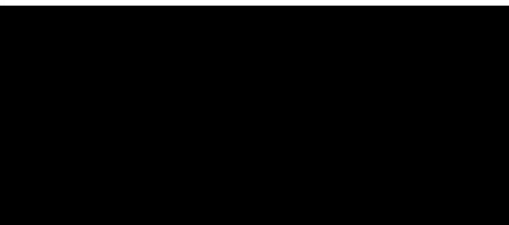
Moscow 16

Statistics	TOTAL
Registered Voters - Total	1,011
Ballots Cast - Total	208
Paper Ballots Cast - Total	206
Cards Cast - Total	0
Ballots Cast - Blank	0
Paper Ballots Cast - Blank	0
Cards Cast - Blank	0
Voter Turnout - Total	20.57%

City Council Moscow

Vote For 3

	TOTAL
Bryce Blankenship	140
Joe Campbell	52
Drew Davis	114
Evan Holmes	88
Sandra L. Kelly	129
Nathan Tupper	30



Moscow 17

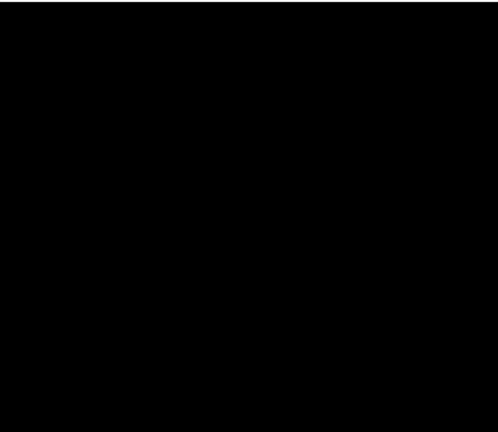
Statistics

	TOTAL
Registered Voters - Total	841
Ballots Cast - Total	364
Paper Ballots Cast - Total	359
Cards Cast - Total	0
Ballots Cast - Blank	0
Paper Ballots Cast - Blank	0
Cards Cast - Blank	0
Voter Turnout - Total	43.28%

City Council Moscow

Vote For 3

	TOTAL
Bryce Blankenship	151
Joe Campbell	62
Drew Davis	181
Evan Holmes	144
Sandra L. Kelly	183
Nathan Tupper	46



Moscow 18

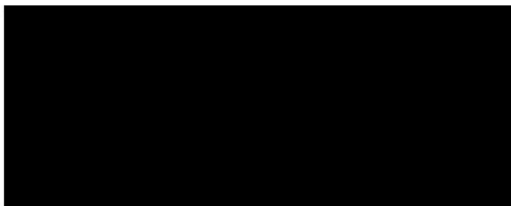
Statistics TOTAL

Registered Voters - Total	706
Ballots Cast - Total	90
Paper Ballots Cast - Total	90
Cards Cast - Total	0
Ballots Cast - Blank	0
Paper Ballots Cast - Blank	0
Cards Cast - Blank	0
Voter Turnout - Total	12.75%

City Council Moscow

Vote For 3

	TOTAL
Bryce Blankenship	62
Joe Campbell	31
Drew Davis	41
Evan Holmes	29
Sandra L. Kelly	55
Nathan Tupper	10



NOTICE OF CONSOLIDATED ELECTIONS
NOVEMBER 7, 2023

NOTICE IS HEREBY GIVEN that the Consolidated Elections in Latah County for the cities and school districts will be held on November 7, 2023. Polls will be open from 8:00 A.M. until 8:00 P.M. for the following elections:

City of Moscow <i>For eligible voters within Moscow City Limits</i>	1. Three City Council Positions [Four Year Term]
Moscow School District No. 281 <i>For eligible voters Moscow 1-18</i>	1. Trustee Zone 1 [Four Year Term]
Moscow School District No. 281 <i>For eligible voters Moscow 1-18</i>	1. Trustee Zone 3[Four Year Term]
Moscow School District No. 281 <i>For eligible voters Moscow 1 - 18</i>	1. Trustee Zone 4 [Four Year Term]
City of Juliaetta <i>For eligible voters within Juliaetta 23</i>	1.Mayor [Four Year Term]
Kendrick Joint School District No. 283 <i>For eligible voters within Juliaetta 23</i>	1. Trustee Zone 1 [Four Year Term]
Kendrick Joint School District No. 283. <i>For eligible voters Kendrick 24, Linden 25</i>	1. Trustee Zone 4 [Four Year Term]
Bovill Fire District <i>For eligible voters Bovill 32</i>	1. Commissioner Subdistrict 3 [Four Year Term]

All above listed elections will be held at the following polling location in Latah County:

Moscow	Precincts 1,5,6,7,9,10,11,12,13,14,15,18	Latah County Fair Event Center Exhibit Bldg. 1021 Harold St., Moscow
Moscow	Precincts 2,3,4,17	Hamilton Indoor Recreation Center 1724 East F St., Moscow
Moscow	Precincts 8,16	University of Idaho Student Recreation Center 1000 Paradise Creek St., Moscow
Juliaetta	Precinct 23	Juliaetta City Hall Annex 203 Main St., Juliaetta
Kendrick	Precinct 24	<i>*Temporary Location Change*</i> Juliaetta City Hall Annex 203 Main St., Juliaetta
Linden	Precinct 25	<i>Designated Mail Ballot Precinct</i> Latah County Auditor's Office 522 South Adams St., Rm 101, Moscow
Bovill	Precinct 32	Bovill Family Support Center 306 Pine Street, Bovill

Note: Pursuant to Idaho Code 34-308 the electors in Precinct 25 will have their ballots mailed to them prior to Election Day. They will be responsible to return their ballot by 8:00 p.m. on Election Day, November 7, 2023.

NOTICE IS FURTHER GIVEN that in accordance with the Help America Vote Act of 2002, each of the polling places is accessible to individuals with disabilities.

Polls will be open from 8:00 A.M. until 8:00 P.M. Bring picture ID to vote on Election Day or you will be required to sign a personal identification affidavit.

For information regarding voting procedures, absentee voting, and Election Day Voter Registration, please call the Latah County Auditor's Office at 208-883-2249 or visit www.latahcountyid.gov/auditor/elections/ . For general election information visit www.voteidaho.gov.

Julie Fry, Latah County Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, December 4, 2023



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

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 on 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. This item was reviewed by the Administrative Committee on November 27 and recommended for approval.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

STAFF RECOMMENDATION

Approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.

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