

## Public Works / Finance Committee



### Regular Meeting ~Agenda~

Laurie M. Hopkins  
City Clerk

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

208.883.7015

---

**Monday, August 12, 2024**

**4:00 PM**

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

---

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

### REGULAR AGENDA

**1. Approval of Public Works/Finance Committee July 8, 2024 Minutes (ACTION ITEM) - Laurie M. Hopkins**

**2. Disbursement Report July 2024 (ACTION ITEM) - Sarah Decker**

Presentation of the Accounts Payable Report for the month ending July 2024.

**ACTION:** Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of July 2024.

**3. Open Budget for Fiscal Year 2023-2024 (FY2024) Review (ACTION ITEM) - Sarah Decker**

The State of Idaho provides a process for cities to amend the original fiscal year budget appropriation ordinance in accordance with Idaho Code section 50-1003. The City completed its FY2024 budget adoption in August 2023 and headed into its FY2023 fiscal year-end. During the fiscal year-end, it was determined that two major operating funds, the general fund and sanitation fund, accumulated unanticipated and unappropriated fund balances. Additionally, during the FY2024 fiscal year, the City received an unanticipated federal grant award. The City Council authorized expenditures pertaining to this federal grant to assist the Moscow Police Department in purchasing electronic ticketing equipment to replace existing outdated units and purchase new units for eleven police vehicles. Staff is proposing to amend Ordinance 2023-07 in the amount of \$2,510,000 to accommodate both the unappropriated fund balances and the council-authorized grant revenue and expenditures.

**PROPOSED ACTIONS:** Recommend that the City Council conduct a public hearing and adopt the Open Budget Ordinance, or provide staff with further direction.

**4. Latah County Library District Building Lease Agreement Extension (ACTION ITEM) - David Schott**

In 2014, the City of Moscow (City) and Latah County Library District (District) entered into a lease agreement for a ten (10) year term to lease the City-owned building located at 110 S Jefferson Street, Moscow, Idaho. The term of the Agreement is set to expire September 30, 2024. The proposed amendment to the agreement would extend the current term of the agreement until September 30, 2025. All other terms and conditions of the Agreement shall

remain in full force and effect. The Latah County Library District Board of Trustees hired April Hernandez, Library Director, after the retirement of the previous director. The request to extend the term of the existing agreement for one (1) year is to provide time for the Library District Director to become familiar with the partnership between the City and District.

**PROPOSED ACTIONS:** Recommend approval of the amendment to the 2014 Lease Agreement between the City of Moscow and Latah County Library District to extend the term of the current lease agreement until September 30, 2025; or provide staff with further direction.

**5. Palouse Basin Aquifer Committee Memorandum of Agreement (MOA) (ACTION ITEM)-  
Tyler Palmer**

The Palouse Basin Aquifer Committee (PBAC) operates under an interagency agreement which expired August, 2023. A memorandum of agreement was adopted in November of 2023 to allow time to draft updates to the interagency agreement to better reflect current needs and practices. The proposed Interstate Agreement has been reviewed by the respective agencies and is proposed for approval by Council.

**PROPOSED ACTIONS:** Recommend approval of the new Interstate Agreement for Moscow's participation in the Palouse Basin Aquifer Committee or provide staff with further direction.

**ADJOURN**

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

## Public Works / Finance Committee



### Regular Meeting ~Minutes~

Laurie M. Hopkins  
City Clerk

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

208.883.7015

---

Monday, July 8, 2024

4:00 PM

Council Chambers  
206 E. Third St.

---

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

PRESENT: Bryce Blankenship, Sandra Kelly, Gina Taruscio

OTHERS: Mayor Art Bettge, Council Member Parker, Council Member Davis

STAFF: Bill Belknap, Mia Bautista, Mike Ray, Todd Drage, Sarah Decker, Cody Riddle, Bob Buvel, Anthony Dahlinger

#### REGULAR AGENDA

##### 1. Approval of Public Works/Finance Committee June 10, 2024 Minutes (ACTION ITEM) - Laurie M. Hopkins

The minutes were approved as presented.

##### 2. Disbursement Report June 2024 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending June, 2024.

**ACTION:** Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of June 2024.

Decker introduced the item by referencing the larger expenses including final payment for the airport terminal, City Shop design, and the quarterly Whitcom payment.

##### 3. Third Quarter Financial Report April 1, 2024 to June 30, 2024 for FY2024 (ACTION ITEM) - Sarah Decker

Presentation of the financial report for the third quarter of Fiscal Year 2024 (April 1, 2024 to June 30, 2024).

**PROPOSED ACTIONS:** Approve the FY2024 Third Quarter Financial Report, or provide staff with further direction.

Decker introduced the item by going over fund totals and said the third quarter was trending at 50-75% because the adopted budget is larger than the working budget. All expenses will be less than usual as staff amended the budget after adoption reducing revenue and expenses due to the Bradbury case. The amendments will come forward in the open budget process. Fleet capital outlay is at 218% because of purchase of the last half of the fire engine, which will be included in the open budget. Transfers for Fleet and IS after budget was approved process was changed to making transfers from Information Systems to the General Fund, which will also be in open budget. Capital is currently low but construction is picking up.

##### 4. Moscow City Code Towing of Motor Vehicles Ordinance (ACTION ITEM) - Anthony Dahlinger / Mia Bautista

Idaho Code authorizes state police to establish and maintain an authorized tow list for the removal and storage of vehicles removed from a highway or private property. The Moscow Police Department (MPD) maintains an authorized tow list and desires to screen operators via background checks to determine the suitability of the drivers, similar to the process of the Idaho State Police, in

order to provide for the protection of the public interest as it relates to circumstances where MPD needs to dispatch the towing of a vehicle as authorized by law.

**PROPOSED ACTIONS:** Recommend approval of the proposed ordinance allowing MPD to conduct background checks on tow operators and drivers; or provide staff further direction.

Dahlinger introduced the item as written above adding the department utilizes tow companies but have not had a function to be sure the companies are meeting standards for insurance and licensing in order to be on the MPD list. The FBI must review the ordinance due to the criminal history check through their system. Because they are still in the review process, this ordinance will provide the department to do local checks until the FBI is able to approve the proposed language. This ensures the owners and drivers are current with a driver's license, no history that would keep them from towing for the City. Dahlinger said tows can be frequent as it includes abandoned vehicles. The Committee recommended approval and that it be placed on the Council consent agenda.

#### **5. Proposed Lot Line Adjustment at 1020 Palouse River Drive (ACTION ITEM) - Aimee Hennrich**

The applicant, Shelley Bennett, is requesting a lot line adjustment between a parcel located at 1020 Palouse River Drive and a portion of the parcel located adjacent to the north and west owned by the Thompson Family LTD Partnership. The proposed lot line adjustment would increase 1020 Palouse River Drive from 8.92 acres to 9.75 acres and decrease the Thompson Family parcel from 12.42 acres to 11.59 acres. The Thompson parcel is currently vacant land and 1020 Palouse River Drive contains a single-family dwelling. Both properties are within the Farm Ranch and Outdoor Recreation (FR) Zoning District. Within the FR Zoning District, the minimum lot area is 3 acres and the minimum lot width is 125 feet. The proposed lot line adjustment meets all zoning code requirements including building setbacks.

**PROPOSED ACTIONS:** Recommend approval of the lot line adjustment request; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff with further direction.

Ray introduced the item by describing the property and zoning. The adjustment essentially increases property to the north and east. Having no questions, the Committee recommended approval and that it be placed on the Council consent agenda.

#### **6. U of I Dedications for the Home Depot Project (ACTION ITEM) - Todd Drage**

Home Depot U.S.A., Inc. has been approved to construct an approximately 137,000 square foot home improvement store along with an associated surface parking lot. The development is proposed to be located on a portion of property owned by the University of Idaho behind the Palouse Empire Mall at the southwest corner of the City's A Street and Farm Road Intersection. In addition to the construction of the retail store and parking lot, the project will extend A Street and City utilities from their current terminus at Farm Road to the west along the development's property boundary. With the extension of A Street, new street right-of-way is being created. Additionally, a separate parcel to accommodate A Street stormwater detention is being created as well. In order for this property to be transferred from the University of Idaho to the City, property dedications for the A Street ROW and the stormwater parcel are required. Both Deeds of Dedication to do so, which includes a record of survey for each dedication, have been included in this packet.

**PROPOSED ACTIONS:** Recommend approval of both Deeds of Dedications, or provide staff with further direction.

Drage introduced the item as written above. The process to go through acquisition of right-of-way with a federal grant that is paying for a roadway project is extension. The University had no objection dedicating the necessary right-of-way now which makes it easier to pursue grant funding in the future. The Committee recommended approval and that it be placed on the Council consent agenda.

## **7. "A" Street Reconstruction Project Change Order #2 (ACTION ITEM) - Bob Buvel**

On April 1st, 2024, City Council approved the award of the "A" Street Reconstruction Project Contract to LaRiviere Inc. in the amount of \$1,008,734.25, and authorized staff approval of construction change orders in an amount not to exceed 10% of the contract amount. In June 2024, it was determined that the City of Moscow still had approximately \$150,000 of ARPA funding left to spend on the storm water infrastructure. Staff concluded the most feasible and appropriate way to utilize this funding would be to add Alternate C "Remove and Replace Existing Storm Sewer" which was not awarded with the original bid award, to the "A" street project. The contractor has confirmed that they can complete the scope of work included in Alternate C, and they would be able to honor the bid price except for the precast materials required for items C3 Storm Manhole (4' Diameter) and C4 Storm Sewer Catch Basin. The price change has been addressed in the draft of Change Order #2. After execution of Change Order #2, the project expenditure amount would increase from \$1,008,734.25 to \$1,155,095.25, or a 14.5% increase.

**PROPOSED ACTIONS:** Recommend approval of Change Order #2 with LaRiviere Inc. to increase the contract amount by \$146,361.00 to \$1,155,095.25, and authorize staff approval of construction change orders in an amount not to exceed 10% of the adjusted contract amount, or provide staff further direction.

Buvel introduced the item providing a background of the project. Alternate C would have included stormwater utilities but was rejected for lack of funding. Belknap provided information on the previous allocation of ARPA funds to stormwater for improvements, primarily to Hog Creek and the purchase of a jet truck. The jet truck was purchased under the anticipated cost and the improvements also came under what was anticipated. With the date for obligation of funds coming at the end of the year, staff thought this would be a good use of the remaining funds, especially with the street already being torn up and the contractor did not request any additional time to add the stormwater infrastructure. There were other projects but would exceed the \$150,000 but didn't have accumulation of capital funds that could make up the difference. The Committee recommended approval and that it be placed on the Council consent agenda.

## **ADJOURN**

The committee closed the meeting at 4:26 p.m.

# COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 12, 2024



## AGENDA ITEM TITLE

Disbursement Report July 2024 (ACTION ITEM) - Sarah Decker

## RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

## ADDITIONAL PRESENTER(S)

## DESCRIPTION

Accounts Payable Report for the month ending July 31, 2024. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$3,211,731.84

|                                       |                       |
|---------------------------------------|-----------------------|
| Payroll                               | \$1,415,634.00        |
| Professional Services                 | \$79,387.00           |
| Sanitation                            | \$338,539.00          |
| Capital Outlay                        | \$506,263.00          |
| Capital Outlay-Vehicles/Public Safety | \$8,057.00            |
| Capital Outlay - Improvement          | \$334,170.00          |
| Capital Outlay - Buildings            | \$48,218.00           |
| Minor Equipment                       | \$11,098.00           |
| Supplies                              | \$152,444.00          |
| Utilities                             | \$88,884.00           |
| Contractual Payments                  | \$41,621.00           |
| ACH Wells Fargo                       | \$40,728.00           |
| <b>Total</b>                          | <b>\$3,065,043.00</b> |

## REVIEWED BY

## PROPOSED ACTIONS

**ACTION:** Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of July 2024.

## STAFF RECOMMENDATION

Approve the disbursement report and use of digital signatures to sign the Disbursements Report for the month of July 2024.

## OTHER RESOURCES

## FISCAL IMPACT

## **PERSONNEL IMPACT**

## **ATTACHMENTS**

1. July Revenue Report 2024
2. Cash & Investments Balances - July 2024
3. Disbursement Report - July 2024
4. Major Expenditures Report - July 2024

# RECEIPTS REPORT FOR JULY 2024

|        |                             | Taxes        | Franchise Fees | Licenses & Permits | Intergovernmental | Charges for Services | Fines & Penalties | Investment Income | Refunds & Reimbursements | Contributions & Donations | Other    |              |
|--------|-----------------------------|--------------|----------------|--------------------|-------------------|----------------------|-------------------|-------------------|--------------------------|---------------------------|----------|--------------|
|        | FUND NAME                   |              |                |                    |                   |                      |                   |                   |                          |                           |          | Grand Total  |
| Fund # |                             |              |                |                    |                   |                      |                   |                   |                          |                           |          |              |
| 101    | GENERAL                     | 2,635,319.71 | 143,148.52     | 130,009.64         | 905,936.36        | 143,777.33           | 11,856.07         | 268,752.16        | 243,035.46               | 0.00                      | 5,160.42 | 4,486,995.67 |
| 105    | STREETS                     | 488,672.74   | 0.00           | 0.00               | 1,002,459.72      | 0.00                 | 0.00              | 0.00              | 563.40                   | 0.00                      | 0.00     | 1,491,695.86 |
| 120    | RECREATION AND CULTURE      | 0.00         | 0.00           | 0.00               | 350.00            | 124,417.98           | 0.00              | 0.00              | 353.03                   | 7,650.00                  | -19.00   | 132,752.01   |
| 121    | MSD COMMUNITY PLAY FIELDS   | 0.00         | 0.00           | 0.00               | 8,091.01          | 1,100.00             | 0.00              | 0.00              | 0.00                     | 0.00                      | 0.00     | 9,191.01     |
| 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              | 1,671.12             | 0.00              | 0.00              | 0.00                     | 0.00                      | 58.73    | 1,729.85     |
| 220    | WATER                       | 0.00         | 0.00           | 0.00               | 0.00              | 875,092.73           | 0.00              | 1,501.08          | 0.00                     | 0.00                      | 0.00     | 876,593.81   |
| 230    | SEWER                       | 0.00         | 0.00           | 0.00               | 0.00              | 999,048.55           | 0.00              | 1,895.37          | 240.12                   | 0.00                      | 0.00     | 1,001,184.04 |
| 235    | STORMWATER                  | 0.00         | 0.00           | 0.00               | 0.00              | 59,870.58            | 0.00              | 0.00              | 0.00                     | 0.00                      | 0.00     | 59,870.58    |
| 240    | SANITATION                  | 0.00         | 0.00           | 0.00               | 0.00              | 491,839.96           | 0.00              | 0.00              | 0.00                     | 0.00                      | 0.00     | 491,839.96   |
| 290    | FLEET                       | 0.00         | 0.00           | 0.00               | 0.00              | 83,607.14            | 0.00              | 0.00              | 3,527.50                 | 0.00                      | 0.00     | 87,134.64    |
| 295    | INFORMATION SYSTEMS         | 0.00         | 0.00           | 0.00               | 0.00              | 147,205.27           | 0.00              | 0.00              | 0.00                     | 0.00                      | 0.00     | 147,205.27   |
| 320    | WATER CAPITAL PROJECTS      | 0.00         | 0.00           | 0.00               | 0.00              | 0.00                 | 0.00              | 0.00              | 0.00                     | 0.00                      | 0.00     | 0.00         |
| 330    | SEWER CAPITAL PROJECTS      | 0.00         | 0.00           | 0.00               | 0.00              | 0.00                 | 0.00              | 0.00              | 0.00                     | 0.00                      | 0.00     | 0.00         |
| 335    | STORMWATER CAPITAL FUND     | 0.00         | 0.00           | 0.00               | 0.00              | 0.00                 | 0.00              | 0.00              | 0.00                     | 0.00                      | 0.00     | 0.00         |
| 340    | SANITATION CAPITAL PROJECTS | 0.00         | 0.00           | 0.00               | 0.00              | 0.00                 | 0.00              | 0.00              | 0.00                     | 0.00                      | 0.00     | 0.00         |
| 350    | CAPITAL PROJECTS            | 0.00         | 0.00           | 0.00               | 0.00              | 0.00                 | 0.00              | 30,559.50         | 0.00                     | 0.00                      | 0.00     | 30,559.50    |
| 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              | 3,188.94          | 0.00                     | 0.00                      | 0.00     | 3,188.94     |
| 590    | BOND & INTEREST             | 379,830.96   | 0.00           | 0.00               | 0.00              | 0.00                 | 0.00              | 2,560.41          | 0.00                     | 0.00                      | 0.00     | 382,391.37   |
| 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  |                             | 3,503,823.41 | 143,148.52     | 130,009.64         | 1,916,837.09      | 2,927,630.66         | 11,856.07         | 308,457.46        | 247,719.51               | 7,650.00                  | 5,200.15 | 9,202,332.51 |

| City of Moscow<br>Cash and Investments<br>Balances as of 7/31/2024 |                         |                      |
|--------------------------------------------------------------------|-------------------------|----------------------|
|                                                                    |                         |                      |
| Fund                                                               | Year to Date<br>Balance |                      |
| General Fund                                                       | \$                      | 9,461,916.12         |
| Street Fund                                                        | \$                      | 3,574,378.90         |
| Recreation & Culture                                               | \$                      | 1,479,685.13         |
| MSDCP                                                              | \$                      | 119,247.61           |
| 1912 Fund                                                          | \$                      | 68,997.30            |
| Transit Center                                                     | \$                      | 70,832.37            |
| Water Fund                                                         | \$                      | 3,355,348.56         |
| Sewer Fund                                                         | \$                      | 4,182,059.09         |
| Stormwater                                                         | \$                      | 387,752.67           |
| Sanitation Fund                                                    | \$                      | 3,877,216.96         |
| Fleet Fund                                                         | \$                      | 6,766,502.21         |
| Information Systems                                                | \$                      | 5,903,015.65         |
| Water Capital                                                      | \$                      | 5,921,087.76         |
| Sewer Capital                                                      | \$                      | 21,505,721.72        |
| Stormwater Capital                                                 | \$                      | 314,364.41           |
| Capital Projects                                                   | \$                      | 11,549,855.03        |
| Sanitation Capital                                                 | \$                      | 8,301,475.07         |
| LID Construction                                                   | \$                      | 218.29               |
| Hamilton                                                           | \$                      | 792,045.03           |
| Bond & Interest                                                    | \$                      | 1,483,676.55         |
| LID Funds                                                          | \$                      | 35,611.11            |
| Payroll Service                                                    | \$                      | 1,218,504.10         |
| <b>Total Cash &amp; Investments</b>                                | <b>\$</b>               | <b>90,369,511.64</b> |

| DISBURSEMENTS REPORT FOR JULY 2024 |                                    |                  |                  |                  |                  |                  |                                           |                                           |                                          |            |            |              |
|------------------------------------|------------------------------------|------------------|------------------|------------------|------------------|------------------|-------------------------------------------|-------------------------------------------|------------------------------------------|------------|------------|--------------|
| DATE<br><br>BATCH #                | FUND NAME                          | ACCOUNTS PAYABLE | ACCOUNTS PAYABLE | ACCOUNTS PAYABLE | ACCOUNTS PAYABLE | ACCOUNTS PAYABLE | WELLSFARGO CC ACH                         | ACCOUNTA PAYABLE ACH                      | VOID CHECKS                              | PAYROLL    | PAYROLL    | GRAND TOTALS |
|                                    |                                    | 7/3/2024         | 7/8/2024         | 7/11/2024        | 7/18/2024        | 7/25/2024        | 7/18/2024                                 | 7/18/2024                                 | 7/3/2024                                 | 7/12/2024  | 7/26/2024  |              |
|                                    |                                    | AP 7.5.2024      | AP 7.8.2024      | AP 7.12.2024     | AP 7.19.2024     | AP 7.26.2024     | 7/31/2024<br>AP 7.12.2024<br>AP 7.26.2024 | 7/25/2024<br>AP 7.19.2024<br>AP 7.26.2024 | 7/12/2024<br>AP 7.5.2024<br>AP 7.12.2024 | PR 108     | PR109-111  |              |
| CHECK #'s                          |                                    | 109540-109632    | 109633           | 109634-109704    | 109705-109770    | 109771-109841    | July's CC ACH's                           | July's ACH's                              | 109556<br>109664                         | 21623      | 21624      |              |
| Fund #                             |                                    |                  |                  |                  |                  |                  |                                           |                                           |                                          |            |            | 0.00         |
| 101                                | ACH for Wells Fargo to be Imported |                  |                  |                  |                  |                  |                                           |                                           |                                          |            |            |              |
| 105                                | GENERAL                            | 38,071.51        |                  | 14,702.84        | 25,016.09        | 25,020.30        | 16,191.64                                 |                                           | (62.54)                                  | 350,910.69 | 371,135.38 | 840,985.91   |
| 120                                | STREETS                            | 33,392.30        |                  | 149.25           | 2,854.46         | 6,083.67         |                                           |                                           |                                          | 30,177.58  | 32,132.55  | 104,789.81   |
| 121                                | RECREATION AND CULTURE             | 25,703.33        | 2,560.00         | 17,104.37        | 11,961.34        | 17,367.27        | 5,248.99                                  |                                           | (1,400.00)                               | 149,588.18 | 145,362.31 | 373,495.79   |
| 123                                | MSD COMM. PLAY FIELDS              | 4,429.44         |                  | 1,913.64         | 102.20           |                  | 6.15                                      |                                           |                                          | 1,833.75   | 1,987.62   | 10,272.80    |
| 128                                | 1912 CENTER                        | 10,750.00        |                  |                  |                  |                  |                                           |                                           |                                          |            |            | 10,750.00    |
| 220                                | TRANSIT CENTER                     | 935.54           |                  | 376.09           | 807.53           |                  |                                           |                                           |                                          |            |            | 2,119.16     |
| 230                                | WATER                              | 64,273.60        |                  | 49,366.49        | 4,615.88         | 44,558.53        | 2,703.64                                  |                                           |                                          | 52,684.58  | 51,974.80  | 270,177.52   |
| 235                                | SEWER                              | 30,314.67        |                  | 7,543.22         | 11,811.05        | 19,828.92        | 4,564.37                                  | 20,697.72                                 | (21.76)                                  | 51,639.38  | 54,630.60  | 201,008.17   |
| 240                                | STORMWATER                         | 418.48           |                  | 94.45            | 3,018.86         | 209.48           |                                           |                                           |                                          | 18,073.79  | 19,753.12  | 41,568.18    |
| 290                                | SANITATION                         |                  |                  | 124,777.27       |                  |                  |                                           | 193,299.55                                |                                          | 8,400.16   | 8,631.15   | 335,108.13   |
| 295                                | FLEET                              | 56,397.40        |                  | 10,303.97        | 7,672.43         | 10,171.34        | 805.56                                    |                                           |                                          | 13,773.77  | 14,209.34  | 113,333.81   |
| 320                                | INFORMATION SYSTEMS                | 5,887.76         |                  | 31,978.48        | 97.25            | 22,494.36        | 6,796.47                                  |                                           |                                          | 18,978.79  | 19,756.54  | 105,989.65   |
| 330                                | WATER CAPITAL PROJECTS             |                  |                  |                  | 215,268.65       | 40,122.57        |                                           | 1,463.63                                  |                                          |            |            | 256,854.85   |
| 335                                | SEWER CAPITAL PROJECTS             |                  |                  | 33,094.01        | 182,287.50       | 141,645.78       |                                           | 1,463.63                                  |                                          |            |            | 358,490.92   |
| 340                                | STORMWATER CAPITAL PROJECTS        |                  |                  |                  |                  | 21,085.25        |                                           |                                           |                                          |            |            | 21,085.25    |
| 350                                | SANITATION CAPITAL PROJECTS        |                  |                  |                  |                  |                  |                                           |                                           |                                          |            |            | 0.00         |
| 355                                | CAPITAL PROJECTS                   | 21,397.50        |                  | 17,001.95        | 7,117.15         | 76,883.31        | 4,411.24                                  | 38,890.74                                 |                                          |            |            | 165,701.89   |
| 380                                | LID CONSTRUCTION                   |                  |                  |                  |                  |                  |                                           |                                           |                                          |            |            | 0.00         |
| 590                                | HAMILTON - PARKS & REC             |                  |                  |                  |                  |                  |                                           |                                           |                                          |            |            | 0.00         |
|                                    | BONDS & INTEREST                   |                  |                  |                  |                  |                  |                                           |                                           |                                          |            |            | 0.00         |
|                                    | TOTAL                              | 291,971.53       | 2,560.00         | 308,406.03       | 472,630.39       | 425,470.78       | 40,728.06                                 | 255,815.27                                | (1,484.30)                               | 696,060.67 | 719,573.41 | 3,211,731.84 |

\_\_\_\_\_ Gina Taruscio

\_\_\_\_\_ Hailey Lewis

\_\_\_\_\_ Bryce Blankenship

\_\_\_\_\_ Sarah L. Decker, Director of Finance & Employee Services

## Major Expenditures for July 2024

| Professional Service                                                     |    |           | Sanitation                                                      |    |            | Utilities                                                                                     |                      |                 |
|--------------------------------------------------------------------------|----|-----------|-----------------------------------------------------------------|----|------------|-----------------------------------------------------------------------------------------------|----------------------|-----------------|
| Evcar, Inc.                                                              | \$ | 4,589.65  | Finley Buttes Landfill                                          | \$ | 124,541.40 | Avista Utilities                                                                              | \$                   | 88,884.20       |
| Monthly cleaning for July                                                |    |           | Garbage for June 2024                                           | \$ | 213,997.27 | June 2024                                                                                     |                      | 88,884.20       |
| GG Gutters, Inc.                                                         | \$ | 6,139.32  | Latah Sanitation (ACH Payment)                                  |    |            |                                                                                               |                      |                 |
| Janitorial Services - July services                                      |    |           | Monthly LSI Billing for June 2024                               |    |            |                                                                                               |                      |                 |
| HDR Engineering, Inc.                                                    | \$ | 6,636.34  |                                                                 | \$ | 338,538.67 |                                                                                               | Payroll              | \$ 1,415,634.08 |
| Comprehensive water system plan services 5.5.24 - 6.1.24                 |    |           |                                                                 |    |            |                                                                                               |                      |                 |
| Inland Portable Services, Inc.                                           | \$ | 3,150.00  |                                                                 |    |            |                                                                                               | Contractual Payments |                 |
| Vista tank cleaning                                                      |    |           | Supplies                                                        |    |            | Heart of the Arts                                                                             | \$                   | 10,750.00       |
| John Deere Financial                                                     | \$ | 4,866.77  | Arrow Construction Supply, Inc.                                 | \$ | 4,815.70   | Humane Society of the Palouse                                                                 | \$                   | 4,705.00        |
| Diagnose/Repair machine electrical and fuel pump issues on #7-27 (Parks) |    |           | Geotext fabric, Detack and Crafoo Road Saver plutt freight      |    |            | Moscow Volunteer Fire Department                                                              | \$                   | 1,750.00        |
| Viva Cleaning Company                                                    | \$ | 7,684.32  | Arrow Construction Supply, Inc.                                 | \$ | 5,913.26   | Infosend, Inc.                                                                                | \$                   | 3,771.70        |
| Janitorial cleaning                                                      |    |           | Crafo road saver (6750 lbs @ \$.85/ea) Melter duck bill tips    |    |            | Life Flight Network                                                                           | \$                   | 5,850.00        |
| WinCan, LLC                                                              | \$ | 5,895.00  | CHS, Inc.                                                       | \$ | 17,612.94  | Association of Idaho Cities                                                                   | \$                   | 10,794.00       |
| Annual CCTV Software                                                     |    |           | Unleaded fuel (6,001 gals @ \$2.935/ea)                         |    |            | Alternatives to Violence on the Palouse                                                       | \$                   | 4,000.00        |
| Ziply Fiber                                                              | \$ | 5,265.02  | Hydro Specialties Company, LLC                                  | \$ | 7,689.77   |                                                                                               |                      |                 |
| PRI phone lines and long distance JUNE - E911 Service                    |    |           | Radios to replace broken/dying ones in the system               |    |            |                                                                                               |                      |                 |
| Friends of Phillips Farm, Inc.                                           | \$ | 2,560.00  | Superior Floors, Inc.                                           | \$ | 6,425.00   |                                                                                               |                      | 41,620.70       |
| Phillips Farm Nature Camp Session 3 June 24 - 28 2024                    |    |           | FS3 Resident area hallways flooring                             |    |            |                                                                                               |                      |                 |
| Journal Communications, Inc.                                             | \$ | 3,225.00  | Superior Floors, Inc.                                           | \$ | 10,452.50  | ACH Wells Fargo                                                                               |                      |                 |
| Livability on the Palouse                                                |    |           | FS3 Resident room flooring                                      |    |            | Commercial Card Expense - July 5th                                                            | \$                   | 9,340.63        |
| Idaho State Police                                                       | \$ | 7,356.25  | SWS Equipment                                                   | \$ | 23,550.80  | Commercial Card Expense - July 12th                                                           | \$                   | 14,496.07       |
| ILETS - Whitcom - July - Sept.                                           |    |           | Overhaul/Rebuild sweeper for all repairs needed #2-24 (Streets) |    |            | Commercial Card Expense - July 19th                                                           | \$                   | 10,760.61       |
| Wildflour, LLC                                                           | \$ | 4,070.00  | Hess Pumice Products, Inc.                                      | \$ | 3,363.79   | Commercial Card Expense - July 26th                                                           | \$                   | 6,130.75        |
| Employee Picnic Catering                                                 |    |           | 1/8 Minus Pumice                                                |    |            |                                                                                               |                      |                 |
| Arctic Wolf Networks, Inc.                                               | \$ | 12,177.05 | Oxarc, Inc.                                                     | \$ | 3,386.23   |                                                                                               |                      | 40,728.06       |
| Compromise Investigation and Incident Response                           |    |           | Chlorine                                                        |    |            | Capital Outlay - Vehicles/Pulic Safety                                                        |                      |                 |
| J-U-B Engineering, Inc.                                                  | \$ | 3,195.70  | Howard Hughes Appliance & TV                                    | \$ | 2,598.00   | Emergency Responder Services, Inc.                                                            | \$                   | 5,133.86        |
| Update City Standards Task Order #19 May - June 2024                     |    |           | Mattresses, box springs, refrigerators SS00108518               |    |            | Console, cup holders, electronics trays, cargo mount & bumpers for new cop cars #4-01 & #4-08 |                      |                 |
| Superior Floors, Inc.                                                    | \$ | 2,576.25  | K C Enterprises                                                 | \$ | 4,007.16   | Hells Canyon Uplifting & Sales                                                                | \$                   | 2,922.75        |
| CH Carpet & Upholstery Cleaning                                          |    |           | HIRC Stafff employee hoodies and t-shirts                       |    |            | Parts for new cop car uplitting #4-01 and #4-08                                               |                      |                 |
|                                                                          |    |           | Proforce Marketing, Inc.                                        | \$ | 3,025.05   |                                                                                               |                      |                 |
|                                                                          |    |           | 5 Sig Simunition handguns                                       |    |            |                                                                                               |                      |                 |
|                                                                          |    |           | Room to Roam Fencing, LLC                                       | \$ | 7,254.27   |                                                                                               |                      |                 |
|                                                                          |    |           | PD fence to move for EV Chargers                                |    |            |                                                                                               |                      |                 |
|                                                                          |    |           | Tatcher Company of Montana                                      | \$ | 9,743.30   |                                                                                               |                      | 8,056.61        |
|                                                                          |    |           | Alum. Sulfate                                                   |    |            | Capital Outlay-Buildings                                                                      |                      |                 |
|                                                                          |    |           | H.D Fowler Company                                              | \$ | 7,924.21   | LCA Architects, P.A. (ACH payment)                                                            | \$                   | 41,818.00       |
|                                                                          |    |           | Expansion joints for SE Booster                                 |    |            | City Shop Facility Design Services June 2024                                                  |                      |                 |
|                                                                          |    |           | J.R. Simplot Company                                            | \$ | 3,310.00   | Geoprofessional Innovation Corporation                                                        | \$                   | 6,400.00        |
|                                                                          |    |           | Parks Fertilizer                                                |    |            | Moscow City Shop - Geotechnical Eng. Evaluation Task Order No. 4 - June 2024                  |                      |                 |
|                                                                          |    |           | Motley-Motley, Inc.                                             | \$ | 4,836.08   |                                                                                               |                      |                 |
|                                                                          |    |           | Hot mix asphalt (49.8 tons @ \$90.00/ea)                        |    |            |                                                                                               |                      | 48,218.00       |
|                                                                          |    |           | Oxarc, Inc.                                                     | \$ | 15,436.05  |                                                                                               |                      |                 |
|                                                                          |    |           | Restock S02                                                     |    |            |                                                                                               |                      |                 |
|                                                                          |    |           | Unifrom2Gear, Inc.                                              | \$ | 4,655.59   | Capital Outlay-Improvements                                                                   |                      |                 |
|                                                                          |    |           | Vests for Roskinsky, Hathaway and Gunderson                     |    |            | Design West Architects                                                                        | \$                   | 4,520.00        |
|                                                                          |    |           | US Foods, Inc.                                                  | \$ | 2,622.08   | East City Park Stage Replacement Design Services June 2024                                    |                      |                 |
|                                                                          |    |           | HLAC Concessions corn Dogs, chips, ice cream, condiments        |    |            | HMH Engineering                                                                               | \$                   | 17,001.95       |
|                                                                          |    |           | US Foods, Inc.                                                  | \$ | 3,822.65   | HMH Engineering Public Ave LHTAC Project PR #15                                               |                      | 33,094.01       |
|                                                                          |    |           | HLAC Concessions chips, icicng, cookie dough, pretzels          |    |            | J-U-B Engineering, Inc.                                                                       |                      |                 |
|                                                                          |    |           |                                                                 |    |            | WRRF Facility Improvements - IPS Replacement - Task #22 June 2024                             | \$                   | 97,959.66       |
|                                                                          |    |           |                                                                 |    |            | Big Sky Development, Inc.                                                                     |                      |                 |
|                                                                          |    |           |                                                                 |    |            | Pay App #7 for Lilly Street Reconstruction Project - RETAINAGE                                | \$                   | 181,594.68      |
|                                                                          |    |           |                                                                 |    |            | LaRiviere, Inc.                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            | Pay App #1 for the 'A' Street Reconstruction Project 2024                                     |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |
|                                                                          |    |           |                                                                 |    |            |                                                                                               |                      |                 |

# COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 12, 2024



## AGENDA ITEM TITLE

Open Budget for Fiscal Year 2023-2024 (FY2024) Review (ACTION ITEM) - Sarah Decker

## RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

## ADDITIONAL PRESENTER(S)

## DESCRIPTION

The State of Idaho provides a process for cities to amend the original fiscal year budget appropriation ordinance in accordance with Idaho Code section 50-1003. The City completed its FY2024 budget adoption in August 2023 and headed into its FY2023 fiscal year-end. During the fiscal year-end, it was determined that two major operating funds, the general fund and sanitation fund, accumulated unanticipated and unappropriated fund balances. Additionally, during the FY2024 fiscal year, the City received an unanticipated federal grant award. The City Council authorized expenditures pertaining to this federal grant to assist the Moscow Police Department in purchasing electronic ticketing equipment to replace existing outdated units and purchase new units for eleven police vehicles. Staff is proposing to amend Ordinance 2023-07 in the amount of \$2,510,000 to accommodate both the unappropriated fund balances and the council-authorized grant revenue and expenditures.

## REVIEWED BY

## PROPOSED ACTIONS

**PROPOSED ACTIONS:** Recommend that the City Council conduct a public hearing and adopt the Open Budget Ordinance, or provide staff with further direction.

## STAFF RECOMMENDATION

Recommend that the City Council conduct a public hearing and adopt the Open Budget Ordinance.

## OTHER RESOURCES

## FISCAL IMPACT

## PERSONNEL IMPACT

## ATTACHMENTS

1. FY2024 Open Budget Memo
2. Ordinance 2024-\_\_ Amending Annual Appropriation Ordinance FY2024 (Open Budget)\_final

# MEMORANDUM



**To:** Bill J. Belknap, City Supervisor  
**From:** Sarah L. Decker, Director of Finance & Employee Services  
**C:** Mayor & City Council  
**Date:** August 19, 2024  
**Re:** Open Budget FY2024

---

This year there are three changes totaling \$2,510,000 recommended for the FY2024 open budget process. These recommended changes are in anticipation of the public hearing scheduled for August 19, 2024.

## General Fund:

During the City's FY2023 fiscal year-end, the General Fund had an unanticipated and unappropriated remaining fund balance of approximately \$1,900,000. Below are the most notable revenues and expenses that factored into this unanticipated fund balance:

- Moscow PD ended FY2023 with several vacant patrol positions which created a deficit in PD salaries of approximately \$700,000.
- Community Development ended FY2023 with vacant Engineering positions which created a deficit in CD salaries of approximately \$250,000.
- Finance held back its Accounting II position which created a deficit in Finance salaries of approximately \$160,000.
- Affordable Housing had approximately \$160,000 budgeted that was not expensed in FY2023.
- In FY2023, the City remained conservative in its investment income estimations due to uncertainties in the market and we were pleasantly surprised to see investment income surpass the FY2023 budgeted amount by approximately \$217,000.
- Refunds and Reimbursements surpassed the FY2023 budgeted amount by approximately \$275,250.

In anticipation of FY2024 fiscal year-end, we would like to open the FY2024 budget to increase appropriated revenue and expense by \$1,000,000. This will allow for FY2023 General Fund unanticipated fund balance of \$1,900,000 to be pulled into General Fund – beginning fund balance (101-000-900-00) and moved through to General Fund - ending fund balance (101-140-990-01).

During FY2024 fiscal year-end, we will move \$1,900,000 to Capital Projects – beginning fund balance (350-000-900-01). The offsetting expense will be in Capital Projects – ending fund balance (350-130-900-00) in anticipation of future Capital Project needs.

This \$1,900,000 is appropriated in FY2025 Capital Projects – beginning fund balance (350-000-900-01) and ending fund balance (350-130-900-00) in anticipation of moving these funds.

#### Sanitation Fund:

Over the last few fiscal years, Sanitation Fund unanticipated and unappropriated fund balance has grown to approximately \$1,465,000. In FY2024, we received an estimate of \$3,591,476 for the post closure expenses for the inert demolition disposal facility at the land fill in Sanitation Capital in which we need to accumulate for.

In anticipation of FY2024 fiscal year-end, we would like to open the budget to increase appropriated revenues and expense by \$1,465,000. This will allow for Sanitation Fund FY2023 unappropriated fund balance of \$1,465,000 to be pulled in to Sanitation Fund – beginning fund balance (240-000-900-03) and moved through to Sanitation Fund - ending fund balance (240-255-990-00).

During FY2024 fiscal year-end, we will move \$1,465,000 to Sanitation Capital-beginning fund balance (340-000-498-80). The offsetting expense will be in Sanitation Capital – ending fund balance (340-240-990-05) in anticipation of the post closure landfill project needs.

This \$1,465,000 is appropriated in FY2025 Sanitation Capital – beginning fund balance (340-000-498-80) and ending fund balance (340-240-990-05) in anticipation of moving these funds.

#### Information Systems:

The Idaho Transportation Department's (ITD) Office of Highway Safety (OHS) receives grant funding from the National Highway Safety Administration (NHTSA). This funding is used to support grant programs and activities identified in the Highway Safety Plan (HSP) to assist local government agencies. Information Systems was award \$45,000 on behalf of the Moscow Police Department (MPD) to purchase electronic ticketing equipment to replace existing outdated units and purchase new units for eleven ( 11) police vehicles. This grant funding will be receipted into Information Systems – Federal Grants (295-000-431-01) and expensed out of Information Systems – Minor Equipment – Public Safety (295-132-690-32).

#### Information Systems – Informational:

Though not part of open budget due to sufficient FY2024 appropriation balances, we would like to note that the Information System Fund has \$2,028,480 of fund balance that was transferred in from the General Fund over the last several years in anticipation of the Public Safety's radio project. Once bids came in and we reviewed balances within the IS fund, it was determined that the \$2,028,480 of General Fund transfers are no longer needed to fund the radio project.

During FY2024 fiscal year-end, we will move \$2,028,480 from Information Systems – beginning fund balance (295-000-900-05) to Information Systems- ending fund balance

(295-130-990-05). From there \$2,028,480 will be moved to Capital Projects – beginning fund balance (350-000-900-01). The offsetting expense will be in Capital Projects – ending fund balance (350-130-900-00) in anticipation of future Capital Project needs.

This \$2,028,480 is appropriated in FY2025 Capital Projects – beginning fund balance (350-000-900-01) and ending fund balance (350-130-900-00) in anticipation of moving these funds.

**ORDINANCE NO. 2024 – \_\_**

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING ORDINANCE NO. 2023 – 07, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; TO APPROPRIATE MONIES IN THE SUM OF TWO MILION FIVE HUNDRED TEN THOUSAND DOLLARS (2,510,000); PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

**BE IT ORDAINED** by the Mayor and Council of the City of Moscow, Idaho as follows:

**SECTION 1:** That Ordinance No. 2023 – 07, the Appropriation Ordinance for the City of Moscow, Idaho, for the fiscal year commencing October 1, 2023 and ending September 30, 2024, be and the same is hereby amended as follows:

|                                     | <b>FY2024<br/>ORIGINAL<br/>BUDGET</b> | <b>AMENDED<br/>BUDGET</b>     | <b>FY2024<br/>FINAL<br/>BUDGET</b> |
|-------------------------------------|---------------------------------------|-------------------------------|------------------------------------|
| <b>General Fund</b>                 |                                       |                               |                                    |
| General Government                  | 10,684,226                            | \$1,000,000                   | \$11,684,226                       |
| Public Safety                       | <u>11,937,503</u>                     | <u>\$0</u>                    | <u>11,937,503</u>                  |
| <b>TOTAL</b>                        | <b><u>\$22,621,729</u></b>            | <b><u>\$1,000,000</u></b>     | <b><u>\$23,621,729</u></b>         |
| <br><b>STREET FUND</b>              | <br><b><u>\$4,465,855</u></b>         | <br><b><u>\$0</u></b>         | <br><b><u>\$4,465,855</u></b>      |
| <br><b>TRANSIT CENTER FUND</b>      | <br><b><u>\$43,050</u></b>            | <br><b><u>\$0</u></b>         | <br><b><u>\$43,050</u></b>         |
| <br><b>Recreation &amp; Culture</b> |                                       |                               |                                    |
| Recreation & Culture Fund           | \$3,881,145                           | \$0                           | \$3,881,145                        |
| MSDCP                               | \$251,483                             | \$0                           | \$251,483                          |
| 1912 Center Fund                    | 156,440                               | \$0                           | 156,440                            |
| Hamilton Trust Fund                 | <u>32,000</u>                         | <u>\$0</u>                    | <u>32,000</u>                      |
| <b>Total</b>                        | <b><u>\$4,321,068</u></b>             | <b><u>\$0</u></b>             | <b><u>\$4,321,068</u></b>          |
| <br><b>Water Fund</b>               | <br><b><u>\$9,221,800</u></b>         | <br><b><u>\$0</u></b>         | <br><b><u>\$9,221,800</u></b>      |
| <br><b>Sewer Fund</b>               | <br><b><u>\$10,253,082</u></b>        | <br><b><u>\$0</u></b>         | <br><b><u>\$10,253,082</u></b>     |
| <br><b>Stormwater Fund</b>          | <br><b><u>\$1,237,166</u></b>         | <br><b><u>\$0</u></b>         | <br><b><u>\$1,237,166</u></b>      |
| <br><b>Sanitation Fund</b>          | <br><b><u>\$7,625,202</u></b>         | <br><b><u>\$1,465,000</u></b> | <br><b><u>\$9,090,202</u></b>      |
| <br><b>Fleet Management Fund</b>    | <br><b><u>\$5,369,512</u></b>         | <br><b><u>\$0</u></b>         | <br><b><u>\$5,369,512</u></b>      |

|                                         |                             |                           |                             |
|-----------------------------------------|-----------------------------|---------------------------|-----------------------------|
| <b>Information Systems Fund</b>         | <b><u>\$6,143,215</u></b>   | <b><u>\$45,000</u></b>    | <b><u>\$6,188,215</u></b>   |
| <b>Capital Projects Funds</b>           |                             |                           |                             |
| Water Capital Projects Fund             | \$9,709,996                 | \$0                       | \$9,709,996                 |
| Sewer Capital Projects Fund             | 19,801,854                  | \$0                       | 19,801,854                  |
| Stormwater Capital Projects Fund        | 308,939                     | \$0                       | 308,939                     |
| Sanitation Capital Projects Fund        | 8,048,986                   | \$0                       | 8,048,986                   |
| Capital Projects Fund                   | 10,485,470                  | \$0                       | 10,485,470                  |
| LID Construction Fund                   | 0                           | \$0                       | 0                           |
| <b>Total Capital Construction Funds</b> | <b><u>\$48,355,245</u></b>  | <b><u>\$0</u></b>         | <b><u>\$48,355,245</u></b>  |
| <b>Debt Service Fund</b>                |                             |                           |                             |
| General Obligation Debt Fund            | \$1,054,750                 | \$0                       | \$1,054,750                 |
| Special Assessments Fund                | 35,611                      | \$0                       | 35,611                      |
| <b>Total Debt Service Funds</b>         | <b><u>\$1,090,361</u></b>   | <b><u>\$0</u></b>         | <b><u>\$1,090,361</u></b>   |
| <b>GRAND TOTAL</b>                      | <b><u>\$120,747,285</u></b> | <b><u>\$2,510,000</u></b> | <b><u>\$123,257,285</u></b> |

**SECTION 2: SEVERABILITY.** Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

**SECTION 3: EFFECTIVE DATE:** This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

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

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

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

\_\_\_\_\_  
Arthur D. Bettge, Mayor

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

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

# COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 12, 2024



## AGENDA ITEM TITLE

Latah County Library District Building Lease Agreement Extension (ACTION ITEM) - David Schott

## RESPONSIBLE STAFF

David Schott, Parks and Facilities Manager

## ADDITIONAL PRESENTER(S)

## DESCRIPTION

In 2014, the City of Moscow (City) and Latah County Library District (District) entered into a lease agreement for a ten (10) year term to lease the City-owned building located at 110 S Jefferson Street, Moscow, Idaho. The term of the Agreement is set to expire September 30, 2024. The proposed amendment to the agreement would extend the current term of the agreement until September 30, 2025. All other terms and conditions of the Agreement shall remain in full force and effect.

The Latah County Library District Board of Trustees hired April Hernandez, Library Director, after the retirement of the previous director. The request to extend the term of the existing agreement for one (1) is to provide time for the Library District Director to become familiar with the partnership between the City and District.

## REVIEWED BY

## PROPOSED ACTIONS

**PROPOSED ACTIONS:** Recommend approval of the amendment to the 2014 Lease Agreement between the City of Moscow and Latah County Library District to extend the term of the current lease agreement until September 30, 2025; or provide staff with further direction.

## STAFF RECOMMENDATION

Recommend approval of the amendment to the 2014 Lease Agreement between the City of Moscow and Latah County Library District to extend the term of the current lease agreement until September 30, 2025.

## OTHER RESOURCES

## FISCAL IMPACT

## PERSONNEL IMPACT

## ATTACHMENTS

1. Amendment to 2014 Library Lease\_final with attachment

**AMENDMENT TO 2014 LEASE AGREEMENT  
BETWEEN CITY OF MOSCOW, IDAHO  
AND LATAH COUNTY LIBRARY DISTRICT (MOSCOW LOCATION)**

**THIS AMENDMENT TO 2014 LEASE AGREEMENT BETWEEN CITY OF MOSCOW, IDAHO AND LATAH COUNTY LIBRARY DISTRICT (MOSCOW LOCATION)** (hereinafter "Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Moscow, Idaho, 206 East Third Street, Moscow, Idaho, 83843, a municipal corporation of the State of Idaho (hereinafter "CITY") and the Latah County Library District, 110 South Jefferson Street, Moscow, Idaho, 83843, a public corporation of the State of Idaho (hereinafter "DISTRICT").

**W I T N E S S E T H:**

WHEREAS, CITY and DISTRICT entered into the 2014 Lease Agreement between City of Moscow, Idaho and Latah County Library District (Moscow Location) (hereinafter "Agreement") on October 1, 2014, attached as Attachment "A" and incorporated herein by this reference; and

WHEREAS, the term of the Agreement is set expire September 30, 2024; and

WHEREAS, the Parties wish to extend the term of the Agreement for one (1) additional year and the Agreement allows for a modification upon written agreement by the Parties;

NOW, THEREFORE, CITY and DISTRICT agree that 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 amendment to the Agreement:

- A. ARTICLE II. TERM is hereby amended to modify the termination date to the 30<sup>th</sup> day of September, 2025, unless terminated earlier in conformance with the Agreement.
- B. All other terms and conditions of the Agreement shall remain in full force and effect.
- C. The persons executing this Amendment on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties under penalty of perjury pursuant to the law of the State of Idaho.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their respective duly authorized officials on the date first above written.

**LATAH COUNTY LIBRARY DISTRICT  
BOARD OF TRUSTEES**

**THE CITY OF MOSCOW**

By: \_\_\_\_\_  
Rochelle Smith, Board Chair

ATTEST:

\_\_\_\_\_  
Donna, Beggs, Board Treasurer

By: \_\_\_\_\_  
Arthur D. Bettge, Mayor

ATTEST:

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

## Attachment "A"

### 2014 LEASE AGREEMENT BETWEEN CITY OF MOSCOW, IDAHO AND LATAH COUNTY LIBRARY DISTRICT (MOSCOW LOCATION)

THIS 2014 LEASE AGREEMENT between City of Moscow, Idaho and Latah County Library District (Moscow location) is entered into this 1st day of October, 2014 by and between the City of Moscow, Idaho (hereinafter referred to as the "City"), and the Latah County Library District, (hereinafter referred to as the "District").

#### WITNESSETH:

WHEREAS, the District has agreed to operate a public library in the Library building and grounds owned by the City, located at 110 South Jefferson, Moscow, Idaho, 83843 (hereinafter referred to as the "Library"); and

WHEREAS, such agreement is authorized by Idaho Code 50-301 et seq., 33-2601 et seq., 33-2701 et seq., and other provision of the Idaho Code;

NOW THEREFORE, the City and the District agree as follows:

#### ARTICLE I. PURPOSE

In order to assist in providing access to library services to the residents of the City, and to provide a facility for such library, the City agrees to allow the District to lease, use and occupy the Library for the sole purpose of conducting library operations and for no other purpose and the District shall operate the library in conformance with best practices.

#### ARTICLE II. TERM

This Agreement shall commence on the 1<sup>st</sup> day of October, 2014, notwithstanding the date executed, and shall continue in full force and effect for ten (10) years until the 30<sup>th</sup> day of September, 2024, unless terminated earlier in conformance herewith.

#### ARTICLE III. LEASE PAYMENT

The District shall pay to the City, as compensation for the lease, use and occupation of the Library, One Dollar (\$1) per year for each year this Agreement is in effect.

#### ARTICLE IV. CITY AGREEMENT

In consideration of the premises and promises made herein, the City agrees to allow the District to occupy the Library and its appurtenances for the sole purpose of conducting library operations in accordance with best practices and according to law.

#### ARTICLE V. DISTRICT AGREEMENT

The District agrees to provide library services to City residents and to Latah County residents in conformance with best practices and according to law and, further, agrees to occupy the Library for the sole purpose of conducting such library operations.

## **ARTICLE VI. NO OWNERSHIP**

The District shall obtain no ownership interest in the Library or its grounds by the execution of this Agreement or by its lease, use or occupation of the Library. This Agreement shall not be subject to any proceeding for the benefit of the District's creditors, if any.

## **ARTICLE VII. BUILDING MAINTENANCE**

The parties shall perform repair and maintenance on the Library in accordance with the following delegation of responsibilities:

### **A. City's Responsibilities**

1. The City shall be responsible for major repairs to the Library. For purposes of this Agreement, "major repairs" shall be defined as structural repairs to the building, repair, maintenance or replacement of fixed building equipment, including but not limited to the elevator, HVAC, roof and plumbing, and repair and replacement of windows, sidewalks, and water, sewer and irrigation lines appurtenant to the building.
2. The City shall be responsible for water, sewer, and garbage service costs for the Library.
3. The City shall be responsible for snow removal from the Library parking lot.
4. The City shall be responsible for keeping trees trimmed.

### **B. District's Responsibilities:**

1. The District shall be responsible for minor repairs to the Library. For purposes of this Agreement, "minor repairs" shall be defined as the repair, maintenance or replacement of, but not limited to, computers, telephone system, fire extinguishers, and electrical bulb fixtures.
2. The District shall be responsible for routine maintenance of the HVAC system.
3. The District shall be responsible for performing all general maintenance to the interior of the Library, including, but not limited to: cleaning of carpets and other general janitorial services.
4. The District shall be responsible for all general maintenance to the exterior and grounds of the Library, including, but not limited to, painting, mowing, weeding, irrigation, and general grounds maintenance.
5. The District shall be responsible for electrical service (utilities) costs for the Library.
6. The District shall be responsible for snow removal from Library grounds, including all sidewalks on or adjacent to the Library grounds.

The District may request labor assistance from the City in discharging the District's obligations pursuant to this section. The City may, but is not obligated to, provide such assistance. In the event that the City agrees to provide such assistance to the District, the City shall submit invoices representing time spent in the performance of such assistance to the District, and the District shall remit payment for such invoices within twenty (20) days of receipt thereof.

It shall be the responsibility of each party to give prompt and timely notice to the other party of the occurrence of any conditions which are the responsibility of the other party to repair, maintain or replace pursuant to the terms of the Agreement. In the event of a dispute over which party is responsible, or if funding constraints prevent prompt performance of the required repair, maintenance, or replacement, and an agreeable solution does not result, this Agreement may be terminated for cause as provided in Article XII, Section B of this Agreement.

#### **ARTICLE VIII. INSURANCE**

The District warrants that it shall obtain and shall maintain, at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability coverage and comprehensive general liability insurance coverage. The comprehensive general liability insurance shall have, at a minimum, coverage of at least Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate. The amounts of such insurance shall not be deemed as a limitation of the waiver, indemnity and hold harmless covenant contained in this Agreement, and, in the event the City becomes liable for an amount in excess of such insurance coverage, the District shall indemnify and hold the City free and harmless for the whole amount in excess thereof.

The District shall furnish the City with policies or certificates of insurance to demonstrate (a) the District has procured such insurance; and (b) the City has been named as an additional insured therein.

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

The City shall maintain casualty insurance, including property damage and fire insurance for the Library and fixtures. Such insurance shall not extend to the contents of the Library building. The District shall assume the risk of loss to the contents of the Library building and shall undertake in its discretion, to insure against such loss or damage.

#### **ARTICLE IX. SPECIAL WARRANTY**

The parties warrant by their signature that no employer/employee relationship is established between the City and the District by the terms of this Agreement. It is understood by the parties that employees of the District shall not be considered to be employees of the City for purposes of tax, retirement system or social security (FICA) withholding, or for any other purpose.

#### **ARTICLE X. WAIVER, INDEMNIFICATION AND HOLD HARMLESS COVENANT**

- A. District shall indemnify, defend, and hold harmless City and its officers, agents and employees, from and against any and all costs, claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of District, District's officers, agents, employees, or representatives under this Agreement.
- B. City shall indemnify, defend, and hold harmless District and its officers, agents and employees, from and against any and all costs, claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of City, City's officers, agents, employees, or representatives under this Agreement.

#### **ARTICLE XI. MODIFICATION AND ASSIGNABILITY OF CONTRACT**

This Agreement contains the entire agreement between the parties and no statements, promises or inducements made by either party, or agents of either party, are valid or binding unless contained herein.

This Agreement may not be enlarged, modified or altered except upon written agreement signed by the parties hereto.

The District may not subcontract or assign its rights or duties arising hereunder without the prior written consent and express authorization of the City. Any subcontractor or assignee so authorized shall be bound by all the terms and conditions of this Agreement as if named specifically herein.

## **ARTICLE XII. TERMINATION**

This Agreement shall remain in full force and effect unless terminated as follows:

**A. Termination for Convenience.**

Either party desiring to terminate this Agreement shall serve written notice on the other party of its intent to terminate this Agreement. Said written notice shall be served not less than three hundred sixty-five (365) days prior to the terminate date set forth in said written notice. Said written notice shall automatically terminate this Agreement on the date specified therein unless such termination is rescinded by the parties prior to such date. In the event of such termination, the District shall vacate the Library premises and grounds prior to the terminate date set forth in said notice. Then, and in that event, the District agrees that it shall leave the Library building and grounds in substantially the same conditions as such existed in the commencement date of this Agreement, excluding ordinary wear and tear. The District further agrees that its responsibilities to return the premises to such condition shall survive the termination date set forth in said notice and shall continue until the premises are returned to such condition. Neither party shall be entitled to damages or compensation pursuant to the exercise of termination for convenience by the other party.

**B. Termination for Cause.**

The dissatisfied party may give notice in writing to the other party of any or all deficiencies claimed. The notice shall be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, which time shall not exceed sixty (60) days, the dissatisfied party may, with no further notice, declare this Agreement to be terminated for cause. The District shall thereafter vacate the Library building and grounds within sixty (60) days, in substantially the same condition as such existed prior to the date of this Agreement, excluding ordinary wear and tear. The District's responsibility to return the Library building and grounds to such condition shall survive such termination and shall continue until the premises are returned to such condition.

**C. This Agreement shall terminate in the event the District ceases to exist.**

## **ARTICLE XIII. SEVERABILITY**

In the event any provision of this Agreement or any part thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions, or parts thereof, shall remain in full force and effect, being in no way affected, impaired or invalidated. The remaining provisions shall be construed in a manner most closely approximating the intentions of the parties with respect to the invalid, void or unenforceable provisions or part thereof.

#### ARTICLE XIV. COMPLIANCE WITH LAWS

The District and the City agree that each party shall conduct its obligations pursuant to this Agreement and in conformance with all applicable laws, ordinances and regulations of all governmental and regulatory agencies having jurisdiction.

#### ARTICLE XV. CONSTRUCTION AND VENUE

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning this Agreement, it is agreed that the proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

#### ARTICLE XVI. NO WAIVER

Any failure or delay by the City or by the District in strictly enforcing the terms of this Agreement shall not operate to waive or be deemed a waiver of the rights of that party to require compliance that is full and to the letter of the Agreement, or to thereafter require performance by the other party in strict accordance with the terms of this Agreement.

#### ARTICLE XVII. WASTE

During the term of this Agreement, the District shall not commit, or allow to be committed, waste upon the Library building or grounds. The District shall make no improvements or alterations of the Library building or grounds without the written permission of the City.

#### ARTICLE XVIII. AUTHORITY/ADDRESSES

The Director of the District shall be the authorized representative of the District for all purposes related to this Agreement. The City Supervisor of the City shall be the authorized representative of the City for all purposes related to this Agreement. All contacts between the parties shall be made to the following:

Director  
Latah County Library District  
110 South Jefferson Street  
Moscow, ID 83843

City Supervisor  
City of Moscow, Idaho  
P O Box 9203  
Moscow, ID 83843

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized officials.

DATED this 18th day of November, 2014.

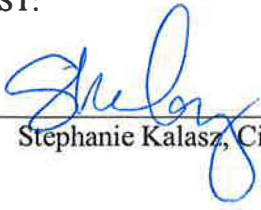
THE CITY OF MOSCOW

By: Bill Lambert  
Bill Lambert, Mayor

LATAH COUNTY LIBRARY DISTRICT  
BOARD OF TRUSTEES

By: Mary McFugh  
Board President

ATTEST:

  
Stephanie Kalasz, City Clerk



ATTEST:

  
Board Treasurer

# COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 12, 2024



## AGENDA ITEM TITLE

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

## RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations

## ADDITIONAL PRESENTER(S)

## DESCRIPTION

The Palouse Basin Aquifer Committee (PBAC) operates under an interagency agreement which expired August, 2023. A memorandum of agreement was adopted in November of 2023 to allow time to draft updates to the interagency agreement to better reflect current needs and practices. The proposed Interstate Agreement has been reviewed by the respective agencies and is proposed for approval by Council.

## REVIEWED BY

## PROPOSED ACTIONS

**PROPOSED ACTIONS:** Recommend approval of the new Interstate Agreement for Moscow's participation in the Palouse Basin Aquifer Committee or provide staff with further direction.

## STAFF RECOMMENDATION

Approve the new Interstate Agreement for Moscow's participation in the Palouse Basin Aquifer Committee.

## OTHER RESOURCES

## FISCAL IMPACT

## PERSONNEL IMPACT

## ATTACHMENTS

1. InterstateAgreement\_Final for adoption
2. PBAC-Bylaws-Proposed Edits final for adoption

## **INTERSTATE AGREEMENT FOR THE PALOUSE BASIN AQUIFER COMMITTEE**

THIS INTERSTATE AGREEMENT FOR THE PALOUSE BASIN AQUIFER COMMITTEE (hereinafter “Agreement”), is made by and entered 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 political subdivision of the state of Washington (WHITMAN); Latah County, a political subdivision of the state of Idaho (LATAH); the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the laws of Idaho (UI); and Washington State University, an institution of higher education of the state of Washington (WSU). In this Agreement, all the above entities are referred to as PARTY or jointly as the PARTIES.

### **INTRODUCTION**

WHEREAS, the Pullman-Moscow regional area of Latah County, Idaho and Whitman County, Washington relies almost entirely on ground water for its supply of municipal, institutional and domestic water. There has been a concern by the PARTIES for many years of the declining ground water levels in the area which led to some of the PARTIES working together since 1967 to address these concerns, initially by forming a “Pullman-Moscow Water Resources Committee” (Committee) that was represented by PULLMAN, MOSCOW, UI and WSU; and

WHEREAS, in 1988, membership of the Committee was extended to add LATAH and WHITMAN. The PARTIES executed a Resolution of Understanding between the members of the Committee, Idaho Department of Water Resources, and Washington Department of Ecology in 1989. The PARTIES, with assistance from both Idaho and Washington state, were charged with developing a coordinated Washington-Idaho Ground Water Management Plan for the Pullman-Moscow Basin (“Basin”) in accordance with their respective state law policies; and

WHEREAS, the PARTIES developed and accepted a coordinated management plan (“Groundwater Management Plan”) in 1992 that set forth goals for improved management of the Pullman-Moscow ground water resource, and action plans aimed at achieving those goals were adopted by each of the PARTIES; and

WHEREAS, the goals of the Committee were to provide for future beneficial use of the Basin ground water without depleting the Basin aquifers and protecting water quality; to promote a program of public education and awareness regarding Basin ground water management issues; to promote careful monitoring and analysis of the ground water level and usage data for the Basin; to continue to explore possible supplemental water sources for anticipated and potential future water use in the Basin; to review and make recommendations on all water use or land use applications whose anticipated impact on the ground water system potentially lies outside the stated goals of the plan or policies adopted by the member entities; and to review and make recommendations relative to the development of an agreement for water transfers across the state line; and

WHEREAS, in April of 1992, the Washington Department of Ecology and Idaho Department of Water Resources entered into an Interagency Agreement to administer the ground water resources of the Pullman-Moscow aquifer in accordance with the adopted Groundwater Management Plan; and

WHEREAS, in June 1998, the Committee's name was changed to Palouse Basin Aquifer Committee (hereinafter "PBAC"); and

WHEREAS, the PARTIES continue to work together in a coordinated effort to manage our groundwater resources and to encourage the PARTIES to implement the Groundwater Management Plan enacted in 1992, through what is now known as the Palouse Basin Aquifer Committee, established through an Interagency Agreement on August 21, 2003, which expired August 21, 2023; and

WHEREAS, the PARTIES executed an extension of the 2003 Interagency Agreement through a Memorandum of Agreement, which is in place until this new Interstate Agreement can be executed by the PARTIES;

NOW, THEREFORE, it is agreed that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and, for and in consideration of the mutual covenants and promises between the PARTIES hereto, as follows:

## **I. AUTHORITY AND GOVERNANCE**

The PARTIES are authorized to enter into and carry out this Agreement pursuant to Idaho Code §§ 67-2326, 67-2328, 67-2331, 67-2332, and Article IX, Section 10 of the Idaho Constitution, and Chapter 39.34 of the Revised Code of Washington.

In the event of any 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.

## **II. 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 (herein after 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 their mutual advantage, and to make the most efficient use of the PARTIES powers, to work jointly and cooperatively on water resource problems and issues, while maintaining a consideration of the benefits of growth activity and economic development for each of the respective PARTIES.

### **III. EFFECTIVE DATE AND DURATION**

- A. Effective Date: This Agreement shall be effective when the last signatory approves or ratifies and executes this Agreement and after the Agreement receives approval by the Idaho Attorney General. Prior to this Agreement becoming binding, pursuant to Idaho Code § 67-2329, this Agreement shall be filed with the Idaho Secretary of State, who shall obtain an opinion from the Idaho Attorney General that this Agreement does not violate the provisions of the Constitution of the United States, or the Idaho Constitution and Idaho statutes. The Attorney General shall render an opinion within thirty (30) days from the date of request by the Secretary of State. Failure to render an opinion within that timeframe shall be considered as approval by the Attorney General.
- B. Duration: This Agreement shall have a term of ten (10) years from and after the effective date, unless PBAC is sooner dissolved as set forth herein.
- C. 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, and the Secretary of State of the state of Idaho.

### **IV. ADMINISTRATION OF AGREEMENT AND COMMITTEE ORGANIZATION**

- 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). PBAC shall be administered by a joint board with representatives from each PARTY.
- B. Membership: PBAC shall consist of one (1) to two (2) voting members, and (1) one non-voting member representing each of the PARTIES. UI, WSU, MOSCOW, and PULLMAN shall each have two (2) voting members. LATAH and WHITMAN, along with any PARTIES added subsequent to this Agreement shall have one (1) voting member. 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 applicable to the purpose of this Agreement and another member who is in an administrative/leadership position with that PARTY. In addition to membership of the PARTIES, the Idaho Division of Water Resources and Washington Department of Ecology may each appoint two non-voting members to the committee. Appointment of additional non-voting PBAC members shall be made on an individual basis by majority vote of the voting members.
- 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 as a key strategy to stabilize the Palouse Basin Aquifer.
4. Diligently pursue and support the development of 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 and a variety of stakeholders including 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, which shall be memorialized through an addendum to this Agreement.

D. Powers: PBAC shall have the power to do the following:

1. Collect and disseminate statistics and other information related to the duties of PBAC.
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, subject to the acceptance of said PARTY. Currently, UI is the PARTY designated to be the depository and administrator for PBAC funds.
4. Request that the PARTY designated pursuant to Section IV.D.3. employ individuals to work on PBAC matters. The complete salary, benefits, and necessary support, including office supplies and equipment, for any and all such personnel shall be paid by the employing PARTY with the funds deposited for PBAC pursuant to Section IV.D.3.
5. Recommend research projects and purchases of property. PBAC is not a legal entity and shall not hold itself out as a legal entity or enter into agreements, and shall not purchase and hold real property. Said contracts and purchases shall be entered into by one of the PARTIES, if it is within the financial resources available to PBAC, and if the PARTIES agree to allocate risk among the PARTIES. 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 acquire and hold said property or property interest.

6. Identify and recommend grants applicable to PBAC's purpose and assist with completing the application and meeting all requirements to be eligible for the grants and upon receipt of grant funds to ensure compliance of all required terms and conditions. PBAC is legally prohibited from applying for the grants as it is not a legal entity, therefore, the PARTIES shall work together to apply for and administer grants for the benefit of PBAC. The PARTY that applies for, and is awarded, the grant or other funding shall administer the grant or funding according to PBAC's mission.
7. Work with the PARTIES to promote public education and involvement.

E. Meetings, Officers, and Voting:

1. PBAC shall hold meetings as set forth in its Bylaws, attached as Attachment "A" incorporated herein by this reference.
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.
4. 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.

F. Annual Report: PBAC shall publish a report of its activities on an annual basis.

G. Bylaws: PBAC may adopt, amend, or repeal existing Bylaws and replace with updated Bylaws, in whole or in part, which are consistent with the terms and conditions of this Agreement and the applicable laws, by a majority vote at any regular or special meeting of PBAC. A majority vote for the purposes of adopting, amending, or repealing existing Bylaws and replacing with updated Bylaws means a majority of all voting members of PBAC with then-existing voting rights as detailed in Section IV.E.4. 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 ensuing fiscal year. Any such approved budget shall not be exceeded without the express approval of PBAC.

- B. PARTY Contributions: Contributions are due July 1st of each fiscal year this Agreement is in effect 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 an equal amount annually toward the operating budget of PBAC, as established by the annual budget. For this contribution amount, UI, WSU, MOSCOW, and PULLMAN shall each have two (2) voting members pursuant to Section IV.B. These PARTIES shall be designated as Pumping Entities.
  - 2. LATAH and WHITMAN and any subsequently admitted PARTY shall each, as its contribution, pay the amounts, established by the annual budget annually toward the operating budget of PBAC, expected to be of lesser magnitude(s) than the contribution amount of the Pumping Entities.
  - 3. Annual contributions shall be established annually. A two-thirds (2/3) majority vote of members shall be necessary to change assessment amounts from the previous year. Amounts for the fiscal year beginning July 1, 2024 shall be \$53,750.00 for Pumping Entities and \$8,483.00 for others.
  - 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.

## **VI. DISSOLUTION AND DISBURSEMENT OF FUNDS AND PROPERTY**

- A. 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.
  - 1. 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.
  - 2. 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.
- B. 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 three (3) or less 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.

1. 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.
2. 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, surplus with the proceeds distributed pursuant to Section VI.B.I. 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.

## **VII. RECORDS MAINTENANCE**

PBAC, through its Executive Director, 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. The custodian of records is the Executive Director of PBAC and the location of the records will be the office of the PBAC Executive Director. Currently, the Executive Director's Office is located at UI, 875 Perimeter Drive, Office #110, Moscow, Idaho 83843. These records shall be subject to inspection, review or audit by personnel of all PARTIES, other personnel duly authorized by any 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 shall be retained in accordance with UI document retention policies 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 and obtain copies of any of these materials during this period.

**Disclosure of Materials.** It is expressly understood by the PARTIES that all reports, information, data and other materials shared with each other and shared with PBAC pursuant to this Agreement may be subject to disclosure pursuant to each PARTIES respective public records laws; for Idaho Parties, the Idaho Public Records Act under Idaho Code § 74-101, et seq, shall govern. For Washington Parties, the Washington Public Records Act, RCW 42.56.001, et seq., shall govern. The PARTIES shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The PARTIES shall not accept the marking of an entire document as exempt. In addition, the PARTIES shall not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. A PARTY's failure to designate as exempt any document or portion of a document that is released by any PARTY, shall constitute a complete waiver of any and all claims for damages caused by such release.

## **VIII. LIABILITY**

Each PARTY to this Agreement shall be responsible for its own acts and omissions, and the acts and omissions of its officers, employees, and agents acting within the course and scope of their employment. No PARTY to this Agreement shall be responsible for the acts of other PARTIES. 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. Furthermore, MOSCOW, UI, and LATAH are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. MOSCOW, UI, and LATAH's liabilities are further governed by the Idaho Tort Claims Act. Likewise, PULLMAN, WHITMAN, and WSU's liabilities are further governed by the Washington Tort Claims Act. Nothing contained herein is a waiver of sovereign immunity.

## **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 a state court of competent jurisdiction. Nothing contained here is a waiver of sovereign immunity.

## **X. ASSIGNMENT**

The obligations, rights, privileges, and benefits 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.

## **XI. 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 this Agreement.

## **XII. 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, or e-mail:

**CITY OF PULLMAN**

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

**CITY OF MOSCOW**

Attn: Deputy City Supervisor – Public Works  
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**

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

**WASHINGTON STATE UNIVERSITY**

Attn: Executive Vice President,  
Finance and Administration  
P.O. Box 641045  
Pullman, WA 99164-1045

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 e-mail transmission.

**XIII. 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.

- D. Additional governmental entities may be added to this Agreement as a PARTY, upon unanimous approval by all PARTIES in existence at the time, by addendum executed by all PARTIES which shall detail all rights, obligations, and privileges the additional PARTY shall be granted.

#### **XIV. SIGNATURES AND EXECUTION**

IN WITNESS WHEREOF, the undersigned PARTIES to this Agreement, 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 Agreement constitutes a valid binding agreement of such Parties enforceable in accordance with its terms.

This Agreement 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 Agreement may also be executed by the use of electronic signatures pursuant to Idaho Code §28-50-107 and RCW 1.80.060.

#### **CITY OF PULLMAN**

\_\_\_\_\_  
Francis A. Benjamin, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Dee Stiles-Elliott, City Clerk

#### **WHITMAN COUNTY**

\_\_\_\_\_  
Art Swannack, Chair

\_\_\_\_\_  
Tom Handy, Commissioner

#### **CITY OF MOSCOW**

\_\_\_\_\_  
Arthur D. Bettge, Mayor

Date: \_\_\_\_\_

ATTEST:

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

#### **LATAH COUNTY**

\_\_\_\_\_  
Tom Lamar, Chair

\_\_\_\_\_  
Kathie LaFortune, Commissioner

\_\_\_\_\_  
Michael Largent, Commissioner

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Corey Mitzimberg, Clerk of the Board

**UNIVERSITY OF IDAHO**

\_\_\_\_\_  
Brian Foisy, VP Finance and Admin.

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Corey Mitzimberg, Clerk of the Board

\_\_\_\_\_  
John Bohman, Commissioner

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jennifer Piper, Deputy Clerk

**WASHINGTON STATE UNIVERSITY**

\_\_\_\_\_  
Leslie Brunelli, Executive VP Finance

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jennifer Piper, Deputy Clerk

**BYLAWS  
of the  
PALOUSE BASIN AQUIFER COMMITTEE**

**ARTICLE I  
Name and Formation**

- A. The name of this joint board shall be Palouse Basin Aquifer Committee (PBAC).
- B. PBAC is formed pursuant to an Interstate Agreement entered into by 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 political subdivision 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); and Washington State University, an institution of higher education of the state of Washington (WSU). All the above entities are referred to as PARTY or jointly as the PARTIES.

**ARTICLE II  
Purpose and Duties**

The purpose, duties, and limitations of PBAC are as detailed in the Interstate Agreement for the Palouse Basin Aquifer Committee (hereinafter “Agreement”) between the PARTIES, in addition to any subsequent amendments made thereafter.

**ARTICLE III  
Membership**

- A. Voting and non-voting members shall be appointed by and serve at the pleasure of their respective PARTY. Each PARTY shall specifically designate their intended primary voting member(s) any time their membership changes.
- B. In addition to membership of the PARTIES, the Idaho Division of Water Resources and Washington Department of Ecology may each appoint two non-voting members to PBAC.

**ARTICLE IV  
Voting**

- A. A voting member is a member with voting rights as determined by the status of the member’s PARTY’S dues being current, as further detailed in the Agreement.
- B. If a primary voting member for a PARTY is absent, the non-voting member for said PARTY shall automatically serve on their behalf by default.
- C. Each voting member shall have one (1) vote. Voting members, or their designated

alternate, must be in attendance to vote. A majority vote, except as specifically provided elsewhere in these Bylaws and the Agreement, is required for a motion to pass. In the event of a tie vote, the motion shall fail.

- D. A quorum is necessary to elect officers or transact business, except as specifically provided elsewhere in these Bylaws and the Agreement. A quorum shall be constituted when a majority of all PARTIES with at least one voting member is represented by at least one member at a meeting.

## **ARTICLE V**

### **Officers and Elections**

- A. Officers that make up the Committee Board shall consist of one (1) member who shall serve as Chairperson, one (1) member who shall serve as Vice Chairperson, and one (1) member who shall serve as Past Chairperson. It is preferred the Chairperson and Vice Chairperson are from a different PARTY who are from differing states.
- B. The term of officers shall be for two (2) years from July 1 through June 30. Elections biannually should take place before the last day of June. In the event of a vacancy, elections may be held at any regular meeting to fill the unexpired term.

## **ARTICLE VI**

### **Meetings**

- A. PBAC shall hold one (1) regular meeting per month on a day approved by majority vote of a quorum. Special meetings may be called when determined necessary by the Chairperson. A special meeting requires that a specific agenda be prepared and properly noticed. Meetings may be cancelled when determined appropriate by the Chairperson.
- B. All meetings shall be conducted in accordance with the current edition of Robert's Rules of Order, including keeping minutes of all meetings, which said minutes shall be kept by the Executive Director.
- C. All meetings of PBAC shall be open to the public and conducted in accordance with the provisions of the Washington Open Meetings Act (Chapter 42.30 RCW) and Idaho Open Meetings Act (Idaho Code Title 74, Chapter 2) as those provisions now exist or may be hereafter amended. The Executive Director shall have the duty and responsibility to ensure the Open Meetings Act from both Washington and Idaho are being met.

## **ARTICLE VII**

### **Special Committees**

Special committees may be created from time to time as the need arises to carry out a specified task. The creation and purpose of a special committee shall be established by a majority vote of all voting members. A special committee may similarly be disbanded by majority vote of all voting members.

**ARTICLE VIII**  
**Agreements**

Contracts, agreements, and other documents approved by PBAC as detailed herein shall be executed by a PARTY upon the recommendation of the Executive Director on behalf of PBAC. In the Executive Director's absence, PBAC may authorize the Chairperson, Vice Chairperson, or Past Chairperson to recommend execution of such contracts, agreements, or other documents.

**ARTICLE IX**  
**Amendments**

These Bylaws may be amended or repealed and replaced with updated Bylaws, in whole or in part, by a majority vote of all voting members.

ADOPTED by a majority of all voting members of PBAC

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Executive Director