Moscow City Council

	Regular Meeting **~Agenda~**	Laurie M. Hopkins City Clerk
	www.ci.moscow.id.us	208.883.7015

Monday, August 19, 2024	**7:00 PM**	**Council Chambers** **206 E. Third St.**

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

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. **All Consent Items (ACTION ITEM)**

   A. **Approval of Moscow City Council August 5, 2024 Minutes - Laurie M. Hopkins**

   B. **Disbursement Report July 2024 - Sarah Decker**
   Staff presented the July 2024 Accounts Payable Report to the Public Works / Finance Committee on August 12th, 2024. The Committee received the report and approved the disbursements as presented.
   ACTION: Accept the Disbursements Report for the month of July 2024.

   C. **Latah County Library District Building Lease Agreement Extension - 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. This was reviewed by the Public Works/Finance Committee on August 12, 2024 and recommended for approval.
   ACTION: Approve 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.

D. **Palouse Basin Aquifer Committee Memorandum of Agreement (MOA)- Tyler Palmer**
The Palouse Basin Aquifer Committee (PBAC) operates under an interagency agreement that expired in August 2023. Following the expiration of the agreement, all participating entities approved a memorandum of agreement to continue to operate under the prior expired agreement under the same terms and conditions to allow time to prepare a new agreement. The new agreement clarifies the function and role of PBAC and has been reviewed and approved by all participating entities. The agreement is before the City Council for consideration and approval.
ACTION: Approve the new Interstate Agreement for Moscow's participation in the Palouse Basin Aquifer Committee.

REGULAR AGENDA

2. **Mayors Appointments (ACTION ITEM)**

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

4. **Public Hearing - 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. The 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. This was reviewed by the Public Works/Finance Committee on August 12, 2024, and recommended for approval.
PROPOSED ACTIONS: Conduct the public hearing, and after considering public testimony received, approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

REPORTS

City Council

Mayor

ADJOURN

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

an accommodation. The City of Moscow is committed to ensuring that all reasonable accommodation requests are fulfilled.

Moscow City Council

Regular Meeting
~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, August 5, 2024 | **7:00 PM** | **Council Chambers 206 E. Third St.**

The meeting was called to order at 7:00 p.m.
PRESENT: Mayor Art Bettge, Bryce Blankenship, Drew Davis, Julia Parker, Gina Taruscio
ABSENT: Hailey Lewis, Sandra Kelly,
STAFF: Bill Belknap, Mia Bautista, Megan Cherry, Kyle Steele, Sarah Decker, Tyler Palmer, Aimee Hennrich, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE
Council Member Davis led the Pledge of Allegiance.

CONSENT AGENDA

1. **All Consent Items (ACTION ITEM)**

   A. Approval of Moscow City Council July 15, 2024 Minutes - Laurie M. Hopkins

   B. Proposed Lot Division at 322 and 328 Southview Avenue – Aimee Hennrich

   The applicant, John Ficca, is requesting a lot division to create two lots of approximately 4,621 sf and sf, 4,497 sf in size from one existing lot of 9,118 sf in size. The intention of the lot division is to divide the existing twinhome dwelling along its shared common wall in order to allow for the individual sale of each dwelling unit. The subject property is located within the Medium Density (R-3) Zoning District which requires a minimum lot size of 3,250 square feet and a minimum lot width of 30 feet for twinhomes. Both proposed lots meet the minimum lot area and width requirements of the R-3 Zone, and the existing structure will meet all setback requirements. Property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date. This was reviewed and recommended for approval by the Administrative Committee on July 22, 2024.

   ACTION: Approve the lot division.

   C. Pheenix USH, LLC d/b/a Spin-License Agreement for Shared Mobility - Cody Riddle

   Staff will present a proposed one-year license agreement with Spin, for the operation of shared-use scooters within the City. If approved, the agreement will allow deployment of up to 150 shared devices (scooters). The shared mobility program was established through an amendment to Title 11, Chapter 2, of Moscow City Code back in 2022. The current proposal is similar to an agreement previously entered into with Bird Rides. They never deployed their devices and that agreement expired. As specified by the adopted ordinance, the newly proposed license agreement includes a downtown dismount zone, where riding electric assist devices is prohibited on the sidewalk. Devices can be operated safely on the streets in this area. The mobility provider will geo-fence the designated area to ensure compliance, and the City has installed signage to communicate this standard. This will be especially important for private users whose devices are not regulated by a shared provider. The agreement also includes a no parking zone around

Friendship Square, and another adjacent to the Student Union Building on the University of Idaho Campus. Additional provisions applicable on campus include a speed limit of 9mph around the core, a limit to parking devices only within established racks, and a prohibition from riding in the arboretums or on the President's residential property. Finally, the document includes a provision for impounding devices not operated, stored, or maintained in compliance with the ordinance or other agreement standards. If approved, the agreement will be in effect for one year. This will allow for an annual review of the effectiveness of the shared mobility program and inform changes to future agreements if necessary. This item was reviewed and recommended for approval, by the Administrative Committee on July 22, 2024.

ACTION: Approve the License Agreement with Pheenix USH, LLC d/b/a Spin.

D. Emergency Radio Equipment Purchase Approval (Amended from Initial Publication) - Bill Belknap

The City's emergency radio equipment is at its end of life and many of the portable radios can no longer be serviced, and replacement parts are no longer available. The City's Emergency Radio Project will replace all existing portable (hand-held) and mobile (vehicle-mounted) radios as well as replace the existing radio repeater system with a new simulcast system with enhanced radio coverage, as well as encryption for two police channels to protect officer safety during emergency events. The total cost for all radios and accessories is $1,041,362.55. Per the City's adopted purchasing policy, budgeted purchases over $150,000 must be approved by the Council. Staff is requesting the Council's approval to move forward with this purchase.

ACTION: Approve the radio purchase agreement.

E. Emergency Radio System Installation Agreement - Bill Belknap

The City's existing emergency radio system is reaching end of life and service and parts are no longer available. In addition, there are currently several locations within the City where radio coverage is not present and emergency responders are unable to communicate on their radios. The City Council has identified the replacement of the radio system as one of the City's strategic priorities within the City's strategic plan. The City recently solicited bids for the replacement of the emergency radio system and received one responsive bid from RACOM Communications for the project. Staff and RACOM representatives have refined the radio system design and have prepared an agreement for the project. The project will include the installation of a five-channel simulcast VHF radio system with repeaters to be installed on Moscow Mountain, Paradise Ridge, Well #10, City Hall, and the Latah County Courthouse, as well as interconnections with the Whitcom dispatch center. The proposal includes encryption for the Police dispatch and Police tactical channels to improve and enhance officer safety during critical incident response. The total contract cost is $1,110,167.50. The City budgeted $2,307,798 in funding for the project. The combined cost of the radio system and replacement portable and mobile radios is currently estimated at $2,157,145.05, which is $150,652 under the total project budget. Staff is seeking Council's approval of the agreement with RACOM to replace the City's emergency radio system. This was reviewed by the Administrative Committee on July 22, 2024, and recommended for approval.

ACTION: Approve the Agreement with RACOM in the amount of $1,110,167.50.

Parker asked that Item 1C be removed from the consent agenda. Taruscio moved to approve the consent agenda minus Item C. Blankenship seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Parker said there has been a lot of concern about the safety of the scooters and asked that the item be discussed again. Belknap provided the background on the applications and city code updates for shared mobility. Users of the scooters must obey the rules of the road, obey speed limits of 10 mph on sidewalks and 15 mph on pathways, and are prohibited from use on sidewalks in the downtown dismount zone. This agreement includes a number of items above and beyond the city code including a local agent, a 24 hot-line for complaints and device retrieval, and videos and signage to promote safe riding. All devices must be used 2 times per day to remain in service. The City may terminate the agreement due to violation of the agreement or if the City Council determines that termination of the agreement is in the best interest of the City. The city is not paying for Spin to come to town. Idaho Code does not consider scooters a vehicle. A citizen can call the police if they see someone operating unsafely. Davis felt the City and University have done their due diligence and safety is up to the rider. Some areas have been geofenced. The agreement is for one year and then can be evaluated. Staff has done a good job of vetting it.

Bautista said that cities are not able to prohibit personal delivery vehicles. For shared mobility, cities have the discretion to allow or disallow. The ordinance that was passed allows them but requires licensing. Belknap added ride share such as Uber cannot be prohibited by cities.

Taruscio would like to see a retrospective after the first year so that they can go into the second year informed.

In answer to Blankenship's question, Belknap said he wasn't aware of what education the University will be doing but when signing into the app it walks through use, parking and rules.

Davis moved to approve the license agreement with Pheenix USH, LLC d/b/a Spin. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

Mayor Bettge presented to the City Council for consideration of the appointment of Shelley Walker Harmon to the Historic Preservation Commission. Parker moved and Taruscio seconded approval of the appointment. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Harmon said she has been Moscow for five years. When she previously purchased an older home next to a classical refinishing studio, she got the bug of restoring. She has been working on the U of I historic district and volunteering at the historical society.

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

William, (Moscow) spoke on his experiences of anti-Semitism here in Moscow. The city of Mercer Island and many other cities have adopted the International Holocaust Remembrance Alliance, a working definition of anti-Semitism. It is a framework that says what is anti-Semitic language and not. He can send more information so Moscow can adopt this as well.

4. Citizen Commission Report - Sustainable Environment Commission – Kyle Steele / Tina Hilding

Steele introduced Tina Hilding, chair of the SEC. Hilding spoke on the Commissions work on the climate action plan for reducing emissions. They are working to develop an implementation plan with priorities including grid decarbonization, building efficiency, building electrification, and adaptation measures. Over the past year they had presentations regarding pesticides and herbicides used by the city, conversion of sewage to biogas, and other presentations. They have many types of community outreach.

5. **Mural at Jackson & A: Selected Artist (ACTION ITEM) - Megan Cherry**

   During a call for qualifications open to artists from the United States, 52 artist submissions were received for the mural project at Jackson and A Streets. The Selection Panel met to review the submissions on April 22, 2024 and voted during that meeting to recommend three finalists: Jay Rasgorshek, Ernesto Maranje, and Darion Fleming. On May 14, 2024, the MAC voted to recommend the same three finalists, after which point the artists created site-specific designs. The designs were available for public viewing and comment from June 25–27, 2024. Of the 316 public comments received, 210 were in favor of the design submitted by Jay Rasgorshek of Boise, ID. The Selection Panel convened to discuss and score the designs, ultimately voting to recommend Rasgorshek as the selected artist, a recommendation that the MAC echoed in a vote during their regular meeting on Tuesday, July 9. Following Council approval of a recommended artist, staff will proceed with the completion of the artwork commission agreement previously approved by Council on January 16, 2024. Installation of the mural is anticipated to be complete at the end of September 2024. This item was reviewed, and recommended for approval, by the Administrative Committee on July 22, 2024.

   PROPOSED ACTIONS: Approve the selection of Jay Rasgorshek and his mural design submission, or take other action deemed appropriate.

Cherry introduced the item as written above. This project has been a record setter in regards to submittals and comments. Rasgorshek did a lot of research of what is native in Moscow. He likes to depict lesser known species and had elements of Vandal gold in this proposal. Since the committee meeting, the artist is wanting to change the color of the turtle's bellies to red to reflect the correct turtle native to this area.

Blankenship was encouraged with the number of community comments.

Taruscio moved to approve the selection of Jay Rasgorshek and his mural design submission. Davis seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

6. **PUBLIC HEARING: City of Moscow's FY2025 Annual Budget (ACTION ITEM) - Bill Belknap / Sarah Decker**

   Staff will present the proposed City of Moscow FY2025 balanced budget in the amount of $133,145,026, which was considered by the City Council at a workshop held on July 9, 2024. The proposed budget includes the statutory allowed 3% inflationary increase, an additional 1% foregone tax recovery, as well as 90% of new construction and annexations which are $103,925 and $3,128 respectively. According to the Latah County Assessor's office, the assessed taxable valuation within the City increased by 7.8% this year, which resulted in a reduction in the City's levy rate from $3.58 to $3.52 per $1,000 in taxable valuation. Included for City Council consideration is the FY2025 Annual Appropriation Ordinance, and the L-2 property tax certification in the aggregate amount of $8,614,902.

   PROPOSED ACTIONS: Conduct the public hearing upon the FY2025 City of Moscow Annual Appropriation Ordinance and upon consideration of testimony presented:

   1. Approve the foregone tax recovery Resolution, or take other action as deemed appropriate;
   2. Approve the ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take other action deemed appropriate.
   3. Authorize the Mayor's execution of the L-2 property tax certification in the aggregate amount of $8,614,902; or take such other action deemed appropriate.

Mayor Bettge opened the public hearing at 7:49 p.m.

Belknap introduced the item explaining the budget purpose which is a fiscal plan setting out anticipated revenue and expenditures for the operation of the municipal corporation. The City experienced reduced revenues to the Street Fund and General Fund due to recent court decisions. In response, 6 positions were eliminated, raises were postponed, and discretionary expenditures were reduced. The goal for FY2025 was to address staff needs (cost of living and benefits), cover the cost of operations, and fund $1.4 Million in capital accumulation (Street & General Fund combined). Virtually every proposed department budget is lower than the current fiscal year. Belknap continued by going through the strategic plan major challenge areas, personnel highlights, property tax revenue and utility rates.

Most cities budget for what they will spend that year. Moscow budgets for all spending and also includes fund balances which make the overall budget look larger than other cities. Staff feels including fund balances creates more transparency for the residents. Expenditures for the general fund include $20,126,428 of which 36.78% is police. While Non-Departmental is a larger percentage, it includes transfers to Parks and Recreation and Capital Projects. Capital expenditures for FY2025 include $4 million for water reclamation facility improvements.

Victoria Seever (Moscow) said a budget doesn't show the cost savings the City does such as grants, in-kind match, and training employees to do work in-house. She attended the budget workshop and learned many departments lowered their budgets because of loss from state support. Inflation and rising costs for materials have a big impact and taking the maximum 3% increase in property taxes and 1% foregone still won't cover inflation and costs. She consistently sees enough to assure the budget is capably handled and supports the FY2025 budget.

Mayor Bettge closed the hearing at 8:22 p.m.

Davis reiterated Seever comment that the city is not out to make a profit. Taruscio feels grateful staff has vetted the budget and have it ready for the council.

Parker moved to approve the foregone tax recovery Resolution. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Taruscio moved to approve the ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Blankenship seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2024-12 by title:
AN ORDINANCE ENTITLED "ANNUAL APPROPRIATION ORDINANCE" APPROPRIATING ONE HUNDRED THIRTY-THREE MILLION ONE HUNDRED FORTY-FIVE THOUSAND TWENTY-SIX DOLLARS ($133,145,026) FOR THE PURPOSE OF DEFRAYING ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF MOSCOW, LATAH COUNTY, STATE OF IDAHO, FOR THE 2025 FISCAL YEAR BEGINNING THE FIRST DAY OF OCTOBER, 2024, AND ENDING THE THIRTIETH DAY OF SEPTEMBER, 2025, AND ALLOTTING RESOURCES BY FUND FOR SAID APPROPRIATION FOR THE OBJECTS AND PURPOSES SET FORTH IN THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Taruscio moved to authorize the Mayor's execution of the L-2 property tax certification in the aggregate amount of $8,614,902. Parker seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions:

None. Motion carried.

7. PUBLIC HEARING: Proposed FY2025 Fee Resolution (ACTION ITEM) - Bill Belknap

Any fee increase being proposed by more than 5% or any new fees require a public hearing pursuant to Idaho Code 63-1311A. Additionally, as required by Idaho Code 63-1311, the City's fees collected shall be reasonably related to the actual cost of the service provided. Staff will discuss proposed fee increases for the FY2025 budget year, which support the FY2025 budget proposal. The fee increases are due to the additional costs associated with the delivery of services, including administration, operations, and maintenance.

PROPOSED ACTIONS: Conduct the public hearing and after considering testimony, approve the FY2025 Fee Resolution as proposed; or take other action deemed appropriate.

Bettge opened the public hearing at 8:29 p.m.

Belknap introduced the item by saying most of the fee increases are under 5%. Fees increasing more than 5% include subdivision development tree deposit; sewer general facilities charge; video inspection of public sewer main construction; sewer tapping fees; water disinfection; fire tap fees among others. New fees include a private group season athletic field use that should previously been in the resolution; a new prosecutor diversion program; installation of meters with existing service lines (new construction standard); and a change to the Streets Department special event staffing - standard $40 per hour, after-hours $60 per hour, holidays $100 per hour.

Hearing no testimony, Mayor Bettge closed hearing at 8:36 p.m.

In answer to Blankenship, Belknap said most fees increase 3% but due to construction costs and other inflation, some fees will increase more.

Taruscio moved to approve the FY2025 Fee Resolution as proposed. Davis seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Bettge called a recess at 8:38 p.m. The meeting reconvened at 8:44 p.m.

8. Proposed Sidewalk Café Standard Amendments (ACTION ITEM) - Bill Belknap

Currently, the City's Sidewalk Café regulations prohibit the service and consumption of liquor within licensed sidewalk cafés unless the establishment is a full-service restaurant. Drinking establishments (such as bars) that are not full-service restaurants are technically allowed to have a sidewalk café so long as liquor is not served or consumed within the sidewalk café area. Due to the challenge presented by policing the consumption of liquor in the sidewalk café areas, the City has historically denied licensing sidewalk cafés to drinking establishments that serve liquor. This has led to a disparity in the allowance of sidewalk cafés downtown. Staff have prepared a proposed ordinance to eliminate the full-service restaurant requirement for liquor service and consumption within the licensed area. The proposed ordinance also includes several other minor amendments to clarify allowed uses within the sidewalk café area and the application and license procedure, specify permitted physical barrier elements, and change violation of the ordinance from a misdemeanor to an infraction for the Council's consideration. This was reviewed by the Administrative Committee on July 22, 2024, and forwarded to the full Council without a recommendation.

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

Belknap introduced the item saying recently, the City has received multiple requests to grant sidewalk café permits for drinking establishments that are licensed to serve liquor. Staff reviewed the matter with the Mayor and Council Leadership who indicated they would support amending City Code to remove the full-service restaurant requirements. The proposed ordinance would remove the full-service restaurant requirement as well as several other minor amendments to clarify the permitting process and allowed uses within the licensed sidewalk café area. The amendment would also change the violation of the ordinance from a misdemeanor to an infraction

Blankenship said reevaluating this requirement was good for businesses. The passing of this code won't create liquor up and down the street. He is in favor of this ordinance.

Parker had concern if someone was intoxicated within the sidewalk cafe whether it was public intoxication.

Taruscio started out hesitant but after discussing and reading more, it is now evenly applied cross the businesses. She feels it is nice to be flexible and encourage business.

Parker thought more about it over the last week since Committee and is now supportive of the change.

Blankenship moved to approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2024-13 by title:
AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 9, CHAPTER 12; PROVIDING FOR THE AMENDMENT OF SIDEWALK CAFÉ REGULATIONS; PROVIDING FOR THE AMENDMENT OF THE DEFINITIONS, ALLOWED USES, AND REPEAL OF THE REQUIREMENT OF AN ESTABLISHMENT TO BE A FULL SERVICE RESTAURANT TO ALLOW LIQUOR TO BE SERVED IN THE LICENSED AREAS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

REPORTS

City Council

Parks and Recreation Commission – Davis said the commission has some new board members with new ideas.
Moscow Urban Renewal Agency – Davis reported they approved their budget and looking at options for the 6th and Jackson property.
Human Rights Commission – Blankenship said pride weekend is August 3-24. September is inclusive communities' month.
Council members spoke on other meetings and events they attended.

Mayor

Mayor Bettge said he attended many events including the airport board meeting. Senator Crapo staff will be touring the airport and the grand opening and ribbon cutting is happening August 15. Representative Rogers visited the airport this past week.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 9:01 p.m.

____

Arthur D. Bettge, Mayor

ATTEST:

____

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 19, 2024

AGENDA ITEM TITLE

Disbursement Report July 2024 - 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
Total	**$3,065,043.00**

REVIEWED BY

The Public Works/Finance Committee received the report and approved the disbursements as presented.

PROPOSED ACTIONS

ACTION: Accept the Disbursements Report for the month of July 2024.

STAFF RECOMMENDATION

Accept 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

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
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
Cash and Investments
Balances as of 7/31/2024

Fund		Year to Date 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
Total Cash & Investments	**$**	**90,369,511.64**

DISBURSEMENTS REPORT FOR JULY 2024

	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTA PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE		7/3/2024	7/8/2024	7/11/2024	7/18/2024	7/25/2024	7/18/2024 7/31/2024	7/18/2024 7/25/2024	7/3/2024 7/12/2024	7/12/2024	7/26/2024	
BATCH #		AP 7.5.2024	AP 7.8.2024	AP 7.12.2024	AP 7.19.2024	AP 7.26.2024	AP 7.12.2024 AP 7.26.2024	AP 7.19.2024 AP 7.26.2024	AP 7.5.2024 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 109664	21623	21624	
Fund #												
	ACH for Wells Fargo to be Imported											**0.00**
101	**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**
105	**STREETS**	33,392.30		149.25	2,854.46	6,083.67				30,177.58	32,132.55	**104,789.81**
120	**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**
121	**MSD COMM. PLAY FIELDS**	4,429.44		1,913.64	102.20		6.15			1,833.75	1,987.62	**10,272.80**
123	**1912 CENTER**	10,750.00										**10,750.00**
128	**TRANSIT CENTER**	935.54		376.09	807.53							**2,119.16**
220	**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**
230	**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**
235	**STORMWATER**	418.48		94.45	3,018.86	209.48				18,073.79	19,753.12	**41,568.18**
240	**SANITATION**			124,777.27				193,299.55		8,400.16	8,631.15	**335,108.13**
290	**FLEET**	56,397.40		10,303.97	7,672.43	10,171.34	805.56			13,773.77	14,209.34	**113,333.81**
295	**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**
320	**WATER CAPITAL PROJECTS**				215,268.65	40,122.57		1,463.63				**256,854.85**
330	**SEWER CAPITAL PROJECTS**			33,094.01	182,287.50	141,645.78		1,463.63				**358,490.92**
335	**STORMWATER CAPITAL PROJECTS**					21,085.25						**21,085.25**
340	**SANITATION CAPITAL PROJECTS**											**0.00**
350	**CAPITAL PROJECTS**	21,397.50		17,001.95	7,117.15	76,883.31	4,411.24	38,890.74				**165,701.89**
355	**LID CONSTRUCTION**											**0.00**
380	**HAMILTON - PARKS & REC**											**0.00**
590	**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**

______________________ **Sarah L. Decker, Director of Finance & Employee Services**

______________________ **Bryce Blankenship**

Major Expenditures for July 2024

Professional Service

Evcar, Inc.	$ 4,589.65
Monthly cleaning for July	
GG Gutters, Inc.	$ 6,139.32
Janitorial Services - July services	
HDR Engineering, Inc.	$ 6,636.34
Comprehensive water system plan services 5.5.24 - 6.1.24	
Inland Portable Services, Inc.	$ 3,150.00
Vista tank cleaning	
John Deere Financial	$ 4,866.77
Diagnose/Repair machine electrical and fuel pump issues on #7-27 (Parks)	
Viva Cleaning Company	$ 7,684.32
Janitorial cleaning	
WinCan, LLC	$ 5,895.00
Annual CCTV Software	
Ziply Fiber	$ 5,265.02
PRI phone lines and long distance JUNE - E911 Service	
Friends of Phillips Farm, Inc.	$ 2,560.00
Phillips Farm Nature Camp Session 3 June 24 - 28 2024	
Journal Communications, Inc.	$ 3,225.00
Livability on the Palouse	
Idaho State Police	$ 7,356.25
ILETS - Whitcom - July - Sept.	
Wildflour, LLC	$ 4,070.00
Employee Picnic Catering	
Arctic Wolf Networks, Inc.	$ 12,177.05
Compromise Investigation and Incident Response	
J-U-B Engineering, Inc.	$ 3,195.70
Update City Standards Task Order #19 May - June 2024	
Superior Floors, Inc.	$ 2,576.25
CH Carpet & Upholstery Cleaning	
	$ 79,386.67

Capital Outlay

Consolidated Supply Co.	$ 13,647.15
2" setters, 5-for Eddington and 3-for Nelson	
Consolidated Supply Co.	$ 10,160.02
Rolling Hills 10th service materials	
Consolidated Supply Co.	$ 2,624.20
Pintail project service materials	
Consolidated Supply Co.	$ 16,567.27
4 Waterous pacer flanged hydrants, 4'-6"	
SoundLine Communications	$ 29,296.50
New phones - One Time Charges	
Zenner USA, Inc.	$ 11,921.46
Meters for new developments	
Germer Construction, Inc.	$ 182,063.50
Pay App #2 for Brent Drive Sewer Project 2024	
T M L Construction, Inc.	$ 215,044.65
Pay App 18 for Booster Stations Phase II - Retainage	
Consolidated Supply Co.	$ 17,417.48
Blum apts setters and service materials	
Consolidated Supply Co.	$ 2,679.61
Blum apts setters & service materials	
Consolidated Supply Co.	$ 4,841.30
Rolling Hills 10th setters (22) & service materials	
	$ 506.263.14

Sanitation

Finley Buttes Landfill	$ 124.541.40
Garbarge for June 2024	
Latah Sanitation (ACH Payment)	$ 213,997.27
Monthly LSI Billing for June 2024	
	$ 338,538.67

Supplies

Arrow Construction Supply, Inc.	$ 4,815.70
Geotext fabric, Detack and Crafco Road Saver plut freight	
Arrow Construction Supply, Inc.	$ 5,913.26
Crafco road saver (6750 lbs @ $.85/ea) Melter duck bill tips	
CHS, Inc.	$ 17,612.94
Unleaded fuel (6,001 gals @ $2.935/ea)	
Hydro Specialties Company, LLC	$ 7,689.77
Radios to replace broken/dying ones in the system	
Superior Floors, Inc.	$ 6,425.00
FS3 Resident area hallways flooring	
Superior Floors, Inc.	$ 10,452.50
FS3 Resident room flooring	
SWS Equipment	$ 23,550.80
Overhaul/Rebuild sweeper for all repairs needed #2-24 (Streets)	
Hess Pumice Products, Inc.	$ 3,363.79
1/8 Minus Pumice	
Oxarc, Inc.	$ 3,386.23
Chlorine	
Howard Hughes Appliance & TV	$ 2,598.00
Mattresses, box springs, refrigerators SS00108518	
K C Enterprises	$ 4,007.16
HIRC Stafff employee hoodies and t-shirts	
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	
Thatcher Company of Montana	$ 9,743.30
Alum. Sulfate	
H.D Fowler Company	$ 7,924.21
Expansion joints for SE Booster	
J.R. Simplot Company	$ 3,310.00
Parks Fertilizer	
Motley-Motley, Inc.	$ 4,836.08
Hot mix asphalt (49.8 tons @ $90.00/ea)	
Oxarc, Inc.	$ 15,436.05
Restock SO2	
Unifrom2Gear, Inc.	$ 4,655.59
Vests for Roskinsky, Hathaway and Gunderson	
US Foods, Inc.	$ 2,622.08
HLAC Concessions corn Dogs, chips, ice cream, condiments	
US Foods, Inc.	$ 3,822.65
HLAC Concessions chips, icicng, cookie dough, pretzels	
	$ 152,444.43

Minor Equipment

CDW Equipment, Inc.	$ 2,543.31
Code Reader 1100 - barcode scanner (SWET Grant)	
Dynamic Systems, Inc.	$ 8,554.26
Mobile Printers - Quote #: 001360	
	$ 11,097.57

Utilities

Avista Utilities	$ 88,884.20
June 2024	
	$ 88,884.20

Payroll

$ 1,415,634.08

Contractual Payments

Heart of the Arts	$ 10,750.00
Humane Society of the Palouse	$ 4,705.00
Moscow Volunteer Fire Department	$ 1,750.00
Infosend, Inc.	$ 3,771.70
Life Flight Network	$ 5,850.00
Association of Idaho Cities	$ 10,794.00
Alternatives to Violence on the Palouse	$ 4,000.00
	$ 41,620.70

ACH Wells Fargo

Commercial Card Expense - July 5th	$ 9,340.63
Commercial Card Expense - July 12th	$ 14,496.07
Commercial Card Expense - July 19th	$ 10,760.61
Commercial Card Expense - July 26th	$ 6,130.75
	$ 40,728.06

Capital Outlay - Vehicles/Pulic Safety

Emergency Responder Services, Inc.	$ 5,133.86
Console, cup holders, electronics trays, cargo mount & bumpers for new cop cars #4-01 & #4-08	
Hells Canyon Upfitting & Sales	$ 2,922.75
Parts for new cop car upfitting #4-01 and #4-08	
	$ 8,056.61

Capital Outlay-Buildings

LCA Architects, P.A. (ACH payment)	$ 41,818.00
City Shop Facility Design Services June 2024	
Geoprofessional Innovation Corporation	$ 6,400.00
Moscow City Shop - Geotechnical Eng. Evaluation Task Order No. 4 - June 2024	
	$ 48,218.00

Capital Outlay- Improvements

Design West Architects	$ 4,520.00
East City Park Stage Replacement Design Services June 2024	
HMH Engineering	$ 17,001.95
HMH Engineering Public Ave LHTAC Project PR #15	
J-U-B Engineering, Inc.	$ 33,094.01
WRRF Facility Improvements - IPS Replacement - Task #22 June 2024	
Big Sky Development, Inc.	$ 97,959.66
Pay App #7 for Lilly Street Reconstruction Project - RETAINAGE	
LaRiviere, Inc.	$ 181,594.68
Pay App #1 for the 'A' Street Reconstruction Project 2024	
	$ 334,170.30

Major Expenditures $ 3,065,042.43 95% of the total expenditures of $3,211,731.84

Large Expenditures

Germer Construction, Inc.	$ 182,063.50
Pay App #2 for Brent Drive Sewer Project 2024	
T M L Construction, Inc.	$ 215,044.65
Pay App 18 for Booster Stations Phase II - Retainage	
LCA Architects, P.A. (ACH payment)	$ 41,818.00
City Shop Facility Design Services June 2024	
J-U-B Engineering, Inc.	$ 33,094.01
WRRF Facility Improvements - IPS Replacement - Task #22 June 2024	
Big Sky Development, Inc.	$ 97,959.66
Pay App #7 for Lilly Street Reconstruction Project - RETAINAGE	
LaRiviere, Inc.	$ 181,594.68
Pay App #1 for the 'A' Street Reconstruction Project 2024	
Total:	**$ 751.574.50**

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 19, 2024

AGENDA ITEM TITLE

Latah County Library District Building Lease Agreement Extension - 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

This was reviewed by the Public Works/Finance Committee on August 12, 2024 and recommended for approval.

PROPOSED ACTIONS

ACTION: Approve 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.

STAFF RECOMMENDATION

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 30th 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

By: ______________________
Rochelle Smith, Board Chair

ATTEST:

____
Donna, Beggs, Board Treasurer

THE CITY OF MOSCOW

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 1st day of October, 2014, notwithstanding the date executed, and shall continue in full force and effect for ten (10) years until the 30th 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.

2014-69

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 it 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 McGregor
Board President

ATTEST:	ATTEST:
	Nancy Sprague
Stephanie Kalasz, City Clerk	Board Treasurer

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 19, 2024

AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Tyler Palmer, Deputy City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Palouse Basin Aquifer Committee (PBAC) operates under an interagency agreement that expired in August 2023. Following the expiration of the agreement, all participating entities approved a memorandum of agreement to continue to operate under the prior expired agreement under the same terms and conditions to allow time to prepare a new agreement. The new agreement clarifies the function and role of PBAC and has been reviewed and approved by all participating entities. The agreement is before the City Council for consideration and approval. This was reviewed by the Public Works/Finance Committee on August 12, 2024, and recommended for approval.

REVIEWED BY

This item was reviewed and recommended for approval, by the Public Works and Finance Committee on August 12, 2024.

PROPOSED ACTIONS

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

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. PBAC Interstate agreement and proposed Bylaws

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. <u>FINANCING</u>

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, surplused 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

CITY OF MOSCOW

____
Arthur D. Bettge, Mayor

Date:__________________________

ATTEST:

____
Laurie M. Hopkins, City Clerk

WHITMAN COUNTY

____
Art Swannack, Chair

____
Tom Handy, Commissioner

LATAH COUNTY

____
Tom Lamar, Chair

____
Kathie LaFortune, Commissioner

Michael Largent, Commissioner	John Bohman, Commissioner
Date: ______________________________	Date: ______________________________

ATTEST:	ATTEST:
Corey Mitzimberg, Clerk of the Board	Jennifer Piper, Deputy Clerk

UNIVERSITY OF IDAHO	**WASHINGTON STATE UNIVERSITY**
Brian Foisy, VP Finance and Admin.	Leslie Brunelli, Executive VP Finance
Date: ______________________________	Date: ______________________________
ATTEST:	ATTEST:
Corey Mitzimberg, Clerk of the Board	Jennifer Piper, Deputy Clerk

Attachment "A"

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

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 19, 2024

AGENDA ITEM TITLE

Public Hearing - 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

This was reviewed by the Public Works/Finance Committee on August 12, 2024, and recommended for approval.

PROPOSED ACTIONS

PROPOSED ACTIONS: Conduct the public hearing, and after considering public testimony received, approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

STAFF RECOMMENDATION

Conduct the public hearing, and after considering public testimony received, approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 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:

	FY2024 ORIGINAL BUDGET	**AMENDED BUDGET**	**FY2024 FINAL BUDGET**
General Fund			
General Government	10,684,226	$1,000,000	$11,684,226
Public Safety	11,937,503	$0	11,937,503
TOTAL	**$22,621,729**	**$1,000,000**	**$23,621,729**
STREET FUND	**$4,465,855**	**$0**	**$4,465,855**
TRANSIT CENTER FUND	**$43,050**	**$0**	**$43,050**
Recreation & Culture			
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	32,000	$0	32,000
Total	**$4,321,068**	**$0**	**$4,321,068**
Water Fund	**$9,221,800**	**$0**	**$9,221,800**
Sewer Fund	**$10,253,082**	**$0**	**$10,253,082**
Stormwater Fund	**$1,237,166**	**$0**	**$1,237,166**
Sanitation Fund	**$7,625,202**	**$1,465,000**	**$9,090,202**
Fleet Management Fund	**$5,369,512**	**$0**	**$5,369,512**

Information Systems Fund	**$6,143,215**	**$45,000**	**$6,188,215**
Capital Projects Funds			
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
Total Capital Construction Funds	**$48,355,245**	**$0**	**$48,355,245**
Debt Service Fund			
General Obligation Debt Fund	$1,054,750	$0	$1,054,750
Special Assessments Fund	35,611	$0	35,611
Total Debt Service Funds	**$1,090,361**	**$0**	**$1,090,361**
GRAND TOTAL	**$120,747,285**	**$2,510,000**	**$123,257,285**

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