

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, February 10, 2025

4:00 PM

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

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

REGULAR AGENDA

**1. Approval of Public Works/Finance Committee January 13, 2025 Minutes (ACTION ITEM)
- Laurie M. Hopkins**

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

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

ACTION: Accept the Disbursements Report for the month of January 2025.

3. Regional Water Sustainability Funding Contract With Idaho Water Resource Board (ACTION ITEM) - Tyler Palmer

In July 2021, the IWRB adopted an initial Regional Water Sustainability Priority List (List) to help guide the IWRB's spending for large, regional water sustainability projects from ARPA funds, state general funds, or other applicable sources. In January 2022, the IWRB also adopted a threshold criteria for a project to be included on the List, which included that it must help achieve water supply sustainability on a regional, basin-wide, or statewide basis. Through this process, the City of Moscow was granted \$182,500 to be used to study the feasibility of a Clearwater River diversion as an alternate water supply to supplement the declining Palouse Basin Aquifer. The City of Moscow will manage the project with support from the Palouse Basin Aquifer Committee (PBAC). It is possible that additional funds for the project will be allocated by PBAC to complete the full scope of the study.

PROPOSED ACTIONS: Recommend approval of the Regional Water Sustainability Funding Contract With Idaho Water Resource Board as presented or provide staff further direction.

4. Resolution Authorizing City Attorney to Submit a claim on behalf of the City of Moscow for the Chevrolet Bolt Battery Litigation Settlement (ACTION ITEM) - Mia Bautista

A class action suit was filed against General Motors for defective batteries in model year 2017 through 2022 Chevrolet Bolt vehicles. A settlement agreement has been reached between General Motors, LG Electronics and representatives of eligible vehicle owners. The City purchased two Chevrolet Bolt vehicles in 2020 which are eligible under the settlement agreement. If the City does not submit a claim for a settlement payment, it will not be entitled to receive funds under the terms of the settlement agreement. Staff has prepared a resolution

authorizing the City Attorney to submit a claim and sign any documents or agreements related to the settlement claim on behalf of the City.

PROPOSED ACTIONS: Recommend approval of the Resolution Authorizing City Attorney to Submit a claim on behalf of the City of Moscow for the Chevrolet Bolt Battery Litigation Settlement; or provide staff further direction.

5. Idaho Airport Aid Program - Grant Agreement (ACTION ITEM) - Alisa Anderson

The Pullman-Moscow Regional Airport applied for a grant from the Idaho Transportation Department - Division of Aeronautics, Idaho Airport Aid Program to assist with General Aviation airport development. The grant request has been awarded for \$7,500 with a required project completion date of June 30, 2027. The attached Resolution authorizes the acceptance of the award in accordance with all Federal, State, and Local regulations and the execution of the Grant Agreement by the Mayor.

PROPOSED ACTIONS: Recommend approval to authorize acceptance of the Idaho Airport Aid grant award of \$7,500 from the Idaho Transportation Department - Division of Aeronautics and approve the corresponding Resolution, or provide staff further direction.

6. Proposed Lot Line Adjustment at 1638 and 1662 Christopher Lane and 815 Pheasant Run Road (ACTION ITEM) - Mike Ray

The applicants, Edward and Mandi Coulter, are requesting a lot line adjustment between three properties located at 1638 and 1662 Christopher Lane, and 815 Pheasant Run Road. The proposed lot line adjustment would increase 1638 Christopher Lane from 1.04 to 1.05 acres, decrease 1662 Christopher Lane from 1.13 to 1.07 acres, and increase 815 Pheasant Run Road from 1.47 to 1.53 acres. The applicant is requesting the lot line adjustment to accommodate an existing fence and an access easement created between owners. The subject properties are located within the Suburban Residential (SR) Zoning District. Within the SR Zoning District the minimum lot size is 1 acre and the minimum lot width is 100 feet. All of the proposed lots meet all zoning code requirements and all existing structures meet setback requirements.

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request with no conditions; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff further direction.

7. Consideration of Mayor and City Council Salary Adjustment Ordinance (ACTION ITEM) - Bill Belknap

Idaho Code § 50-203 requires compensation for a mayor and council to be fixed by ordinance. Moscow City Code Title 1, Chapter 8, Sec. 8-1, states "*The salary for elective officers shall be fixed by ordinance. Salary adjustments for such elective officers shall be made every two (2) years from the date of the previous adjustment in accordance and in proportion with adjustments in the Consumer Price Index, Series I.D. CUUR0000SA0 All Urban Consumers, U.S. All items, 1982-84=100. The statistics utilized shall be the figures for the annual percent change for each calendar year within the subject two (2) year period, as published by the United States Department of Labor in January of each year. Such adjustments must be specifically approved by ordinance at least six (6) months prior to the effective date of such adjustments.*" The reported CPI values were 4.1% and 2.9% for 2023 and 2024 respectively. Proposed increases to monthly salaries would be effective January 1, 2026, and are as follows: Mayor from \$2,396.96 per month to \$2,567.60 per month, and Council from \$831.03 per month to \$890.19 per month. Staff have prepared an ordinance to effectuate the adjustments in accordance with City Code.

PROPOSED ACTIONS: Recommend approval of the proposed ordinance making salary

adjustments for the Mayor and City Council effective January 1, 2026; or provide staff further direction.

ADJOURN

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

Public Works / Finance Committee



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, January 13, 2025

4:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Sandra Kelly, Hailey Lewis, Julia Parker

OTHERS: Mayor Art Bettge, Council Member Bryce Blankenship, Council Member Drew Davis

STAFF: Bill Belknap, Cody Riddle, Mia Bautista, Sarah Banks, Megan Cherry, Amanda Argona, Laurie M. Hopkins

REGULAR AGENDA

1. Selection of Committee Chair and Vice Chair (ACTION ITEM)

The Committee selected Lewis as chair and Kelly as vice-chair.

**2. Approval of Public Works/Finance Committee December 9, 2024 Minutes (ACTION ITEM)
- Laurie M. Hopkins**

The minutes were approved as presented.

3. Disbursement Report December 2024 (ACTION ITEM) - Sarah Decker

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

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

Decker went through major expenditures including payroll and purchasing of fire department radios, a street sweeper, and a new training van. The federal grant application for radios was denied. Belknap said Moscow wasn't rated with a high enough need and some criteria that Moscow is not able to meet. The Committee accepted the Disbursements Report for the month of December 2024.

4. First Quarter Financial Report October 1, 2024 to December 31, 2024 for FY2025 (ACTION ITEM) - Sarah Decker

Presentation of the financial report for the first quarter of Fiscal Year 2025 (October 1, 2024 to December 31, 2024).

PROPOSED ACTIONS: Approve the FY2025 First Quarter Financial Report, or provide staff with further direction.

Decker explained typically expenditures should be approximately 25% at the end of first quarter. IS and Fleet transfers are already at 100% as their larger purchases are completed at the beginning of the fiscal year, which in turn means IS and Fleet expenditures are running high this quarter. Capital Outlay and General Fund are higher as HVAC replacement was completed early. The Committee approved the FY2025 First Quarter Financial Report.

5. Moscow Winterfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

The Moscow Chamber of Commerce + Visitor Center is hosting its annual Moscow Winterfest on Saturday, February 1, from 12 pm to 4 pm on Main Street between 3rd and 6th Streets. The applicant anticipates nine licensed beer and/or wine vendors and ten non-alcoholic and/or food vendors, along with a variety of outdoor games and activities for all ages. Warming fires may be provided at the event at the determination of the Moscow Volunteer Fire Department. The event has been reviewed and approved as of December 12, 2024. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Moscow Winterfest is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Title 10, Chapter 1, Section 1-12; a draft resolution has been prepared for Public Works / Finance Committee for Council's consideration.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of the Entertainment District for Moscow Winterfest for the duration of the event; or provide staff further direction.

Argona introduced the item as written above. The application has been reviewed and approved by the pertinent departments. In answer to questions, the City doesn't set a limit on quantity of vendors although the sponsor certainly could. Some concerns have been received in the past depending on time of year. Argona said she provides an event update at a monthly business association meeting. No complaints have been received regarding this event. Parker brought up the issue of pedestrian safety and need for barricades at cross streets. Argona said this past fall she, Tyler Palmer and Steve Schulte received a demo about feasibility of barricades. Alisa Anderson is looking for grants but so far not encouraging. No additional safety measures are used but all events are routed for approval, including the police department. Belknap added a quote was received by staff for typical 3rd to 6th St footprint at \$150,000 and will bring forward during the FY2026 budget preparation. Parker asked if city vehicles could be parked at the locations and Belknap said he could assess that idea. The use of large bollards was discussed.

Alys Lease, Moscow Chamber, said event check-in is done by sponsors. This year some of the sponsors are Latah Credit Union, Inland North West, Alpha Kappa Lambda and a couple other businesses. Staff fills in where needed.

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

6. Idaho Commission on the Arts Grant Application: Public Programs in the Arts (ACTION ITEM) - Megan Cherry

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Public Programs in the Arts (PPA) grant program is intended to provide general operating support for arts organizations in Idaho. These funds will represent off-setting revenue in the production of Artwalk. If the application is successful, funds are typically available at the end of the City of Moscow's FY25, and would be deferred for use in FY26.

PROPOSED ACTIONS: Recommend approval of the Public Programs in the Arts (PPA) grant application for the current cycle, or provide staff further direction.

Cherry said this is an annual request and standard program. Applications come before Council now for FY2026. A FY2025 report will come before the Council in July. The final report for the grant doesn't require an itemized print out, rather the arts division budget is provided. The Committee recommended approval and that it be placed on the Council consent agenda.

7. Resolution Authorizing City Attorney to Submit a claim on behalf of the City of Moscow for the Payment Card Interchange Fee Settlement (ACTION ITEM) - Mia Bautista

A class action suit was filed against Visa and Mastercard and their issuing banks alleging that they violated the law by wrongfully inflating Interchange Fees. A \$5.5 billion Settlement was reached. The City is one of the merchants with Visa and/or Mastercard Interchange Fees paid from January 1, 2004, to January 25, 2019, and is eligible to submit a claim in this Settlement. If the City does not submit a claim for a Settlement Payment, it will not be entitled to receive funds under the terms of the Settlement.

PROPOSED ACTIONS: Recommend approval of the Resolution or provide staff further direction.

Bautista introduced the item as written above. In 2005, numerous merchants filed claims against Visa, MC and their issuing banks for alleging violations of the anti-trust law. At this point there is no way of knowing the potential of what the city could receive. Moscow is an eligible merchant as we were charged during this claim period at somewhere over \$75,000. It could be years before the City hears anything. Once all the claims are filed, the settlement class administrator puts together a proposal of the distribution and the court would have to approve. In doing so, the City agrees to not go after Visa or Mastercard separately. If opt in to the suit, legal will work with finance and the class administrator to research the maximum amount we can include.

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

ADJOURN

It was mutually agreed upon to adjourn at 4:27 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 10, 2025



AGENDA ITEM TITLE

Disbursement Report January 2025 (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending January 31, 2025. A summary of the major expenditures has been approximated by category and represents 94% of the total expenditure of \$2,555,431.04.

Payroll	\$1,255,779.00
Professional Services	\$139,075.00
Sanitation	\$412,321.00
Capital Outlay	\$26,102.00
Capital Outlay-Buildings	\$32,621.00
Capital Outlay-Improvements	\$103,605.00
Supplies	\$106,640.00
Utilities	\$89,335.00
Contractual Payments	\$205,159.00
ACH Wells Fargo	\$33,899.00
Total	\$2,404,536.00

REVIEWED BY

PROPOSED ACTIONS

ACTION: Accept the Disbursements Report for the month of January 2025.

STAFF RECOMMENDATION

Accept the Disbursements Report for the month of January 2025.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. January Revenue Report 2025
2. Cash & Investments Balances - January 2025
3. Disbursement Report - January 2025
4. Major Expenditures Report January 2025

RECEIPTS REPORT FOR JANUARY 2025

		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	
	FUND NAME											Grand Total
Fund #												
101	GENERAL	4,129,883.27	142,714.64	61,785.16	823,032.23	158,444.26	24,920.11	284,093.14	547,290.60	0.00	5,193.00	6,177,356.41
105	STREETS	592,108.30	0.00	0.00	267,334.34	0.00	0.00	0.00	261.00	0.00	0.00	859,703.64
120	RECREATION AND CULTURE	0.00	0.00	150.00	0.00	14,923.02	0.00	0.00	-340.72	1,000.00	0.00	15,732.30
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	9,068.75	0.00	0.00	0.00	0.00	0.00	0.00	9,068.75
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,770.59	0.00	0.00	0.00	0.00	0.00	1,770.59
220	WATER	0.00	0.00	0.00	0.00	548,357.54	0.00	1,437.60	0.00	0.00	0.00	549,795.14
230	SEWER	0.00	0.00	0.00	0.00	998,842.71	0.00	1,815.21	170.12	0.00	0.00	1,000,828.04
235	STORMWATER	0.00	0.00	0.00	0.00	62,068.67	0.00	0.00	0.00	0.00	0.00	62,068.67
240	SANITATION	0.00	0.00	0.00	0.00	504,897.52	0.00	0.00	0.00	0.00	0.00	504,897.52
290	FLEET	0.00	0.00	0.00	0.00	76,981.66	0.00	0.00	32.50	0.00	0.00	77,014.16
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,456.59	0.00	0.00	2.06	0.00	0.00	139,458.65
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
335	STORMWATER CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	1,800.00	0.00	0.00	0.00	29,265.37	0.00	0.00	0.00	31,065.37
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	2,993.82	0.00	0.00	0.00	2,993.82
590	BOND & INTEREST	562,413.27	0.00	0.00	0.00	0.00	0.00	313.11	0.00	0.00	0.00	562,726.38
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	5,284,404.84	142,714.64	63,735.16	1,099,435.32	2,505,742.56	24,920.11	319,918.25	547,415.56	1,000.00	5,193.00	9,994,479.44

City of Moscow Cash and Investments Balances as of 1/31/2025		
Fund	Year to Date Balance	
General Fund	\$	7,615,031.60
Street Fund	\$	2,475,238.04
Recreation & Culture	\$	1,617,844.48
MSDCP	\$	137,430.51
1912 Fund	\$	56,131.42
Transit Center	\$	68,243.42
Water Fund	\$	3,526,286.23
Sewer Fund	\$	4,141,936.20
Stormwater Fund	\$	436,312.40
Sanitation Fund	\$	2,284,763.80
Fleet Fund	\$	6,281,932.04
Information Systems	\$	2,939,225.28
Water Capital	\$	7,463,448.68
Sewer Capital	\$	23,572,277.26
Stormwater Capital	\$	240,134.69
Capital Projects	\$	17,957,381.40
Sanitation Capital	\$	10,718,849.41
LID Construction	\$	220.21
Hamilton	\$	794,948.35
Bond & Interest	\$	1,133,258.73
LID Funds	\$	23,740.79
Payroll Service	\$	1,170,262.58
Total Cash & Investments	\$	94,654,897.52

DISBURSEMENTS REPORT FOR JANUARY 2025												
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		1/2/2024	1/8/2025	1/15/2025	1/22/2025	1/29/2025	1/17/2025	1/2/2025	1/15/2025	1/10/2025	1/24/2025	
		1/25/2025	1/22/2025	1/23/2025	1/23/2025	1/23/2025	1/23/2025	1/23/2025	1/23/2025	1/23/2025	1/23/2025	
BATCH #		AP 1.2.2025	AP 1.8.2025	AP 1.15.2025	AP 1.22.2025	AP 10.29.2025	AP 1.10.2025 AP 1.31.2025	AP 1.7.2025 AP 1.15.2025 AP 1.22.2025	AP 1.15.2025 AP 1.23.2025	PR 127	PR 128	
CHECK #'s		111396-111454	111455-111516	111517-111600	111601-111652	111653-111732	January CC ACH's	January ACH's	111599 111469	21637-21638	21639-21640	
Fund #												0.00
101	GENERAL	70,085.68	74,841.63	27,385.66	5,122.62	64,004.56	13,445.35		(686.00)	358,099.37	379,862.95	992,161.82
105	STREETS	14,454.11	835.85	22,755.27	1,791.22	1,433.42	350.00			33,715.34	32,917.33	108,252.54
120	RECREATION AND CULTURE	4,266.55	2,583.11	7,942.36	2,910.21	5,453.77	5,304.31			55,484.39	58,725.61	142,670.31
121	MSD COMM. PLAY FIELDS		1,886.68	359.26						1,962.78	2,023.34	6,232.06
123	1912 CENTER		10,750.00									10,750.00
128	TRANSIT CENTER	926.25	173.08	230.93								1,330.26
220	WATER	42,171.82	7,530.95	44,354.71	8,099.29	17,002.85	1,235.26			49,797.70	51,447.39	221,639.97
230	SEWER	19,139.03	21,157.99	64,452.06	18,861.88	27,736.58	2,537.38	27,613.37		53,825.27	53,726.71	289,050.27
235	STORMWATER	1,800.00	876.33	794.61	507.96	291.79	924.85			18,379.75	18,130.78	41,706.07
240	SANITATION	1,764.43		126,906.41		150.00		257,802.10		8,231.11	8,401.74	403,255.79
290	FLEET	2,860.15	1,497.21	18,112.31	1,969.78	31,873.87	1,388.55			14,606.88	14,385.63	86,694.38
295	INFORMATION SYSTEMS	29,363.06		17,151.50	1,750.04	4,915.08	8,713.18			20,675.33	21,379.52	103,947.71
320	WATER CAPITAL PROJECTS			1,838.77				718.84				2,557.61
330	SEWER CAPITAL PROJECTS			1,838.77	539.40	7,842.50		718.84				10,939.51
335	STORMWATER CAPITAL PROJ			193.56								193.56
340	SANITATION CAPITAL PROJ				1,520.00							1,520.00
350	CAPITAL PROJECTS	16,969.14	1,110.00	33,876.45	35,825.63	10,812.25		33,935.71				132,529.18
355	LID CONSTRUCTION											0.00
380	HAMILTON - PARKS & REC											0.00
	TOTAL	203,800.22	123,242.83	368,192.63	78,898.03	171,516.67	33,898.88	320,788.86	(686.00)	614,777.92	641,001.00	2,555,431.04

<u>Sanitation</u>			<u>Utilities</u>	
Finlev Buttes Landfill	\$	126,905.17	Avista Utilities	\$ 89,334.81
Garbage - December 2024			December 2024	
Latah Sanitation (ACH Payment)	\$	279,290.47		\$ 89,334.81
Monthly LSI Billing for December 2024				
Latah Sanitation (ACH Payment)	\$	6,125.00	<u>Payroll</u>	\$ 1,255,778.92
Biosolids Compost Delivery & Disposal				
	\$	412,320.64	<u>Contractual Payments</u>	
			Gallagher Benefit Services - December 2024	\$ 3,333.33
<u>Supplies</u>			Gallagher Benefit Services - January 2025	\$ 3,333.33
Filtration Technology, Inc.	\$	9,174.90	Humane Society - January & February 2025	\$ 9,692.32
Pump repair for parts for Well #6 and the Filter Plant			Moscow Volunteer Fire Department - Jan. & Feb. 2025	\$ 3,500.00
GMCO Corporation	\$	7,317.48	Infosend, Inc.	\$ 3,865.39
Mag Chloride (34 tons @ \$215.22/ea)			HRA Veba Trust	\$ 73,200.00
Oxarc, Inc.	\$	7,235.31	City of Pullman - Airport Fire Flow Bonds	\$ 15,750.00
Chlorine and So2			City of Pullman - Airport operating & Maintenance	\$ 32,013.00
Oxarc, Inc.	\$	6,273.04	Regional Public Transportation, Inc.	\$ 35,082.25
Chlorine			Heart of the Arts	\$ 10,750.00
Oxarc, Inc.	\$	6,273.04	Watts Regulator Co.	\$ 10,242.25
Chlorine and So2			ArchiveSocial, LLC	\$ 4,397.40
Superior Floors, Inc.	\$	5,433.00		
FS3 Training Room LVT flooring				\$ 205,159.27
Superior Floors, Inc.	\$	6,748.00		
FS3 Offices LVT Flooring			<u>ACH Wells Fargo</u>	
Coleman Oil Co.	\$	12,100.55	Commercial Card Expense- January 3rd	\$ 13,765.68
Unleaded fuel (5,000 gals @ \$2.42/ea)			Commercial Card Expense- January 10th	\$ 2,796.60
Frontline Fall Protection, Inc.	\$	10,154.66	Commercial Card Expense- January 17th	\$ 7,057.63
Fall protection equipment			Commercial Card Expense- January 25th	\$ 10,278.97
TMG Services, Inc.	\$	11,984.39		
Parts for Annual Rebuild of Vacuum Regulators				
Oxarc, Inc.	\$	7,636.88		\$ 33,898.88
Chlorine and So2				
CHS, Inc.	\$	7,134.00	<u>Capital Outlay- Buildings</u>	
Diesel (2,900 gals @ \$2.46/ea)			LCA Architects, P.A. (ACH Payment)	\$ 20,538.39
Hells Canyon Upfitting & Sales	\$	3,076.00	City Shop Facility Design Services Nov 2024	
Steel window bars for patrol cars			LCA Architects, P.A. (ACH Payment)	\$ 12,082.50
Ovivo USA, LLC	\$	2,846.38	W. Palouse River Drive Property Study for Playground & School - Services Dec 2024	
Gearbox and motor for Clarifier				
Uline	\$	3,252.02		
Shelving for Bldg. A				
	\$	106,639.65		\$ 32,620.89
<u>Capital Outlay</u>				
Consolidated Supply Co.	\$	5,641.80		
Rolling Hills 2" services				
Canon Solutions America, Inc.	\$	7,452.22		
Canon Copier IRADVDXC3935I + Copier Attachment - ENG 2nd Floor				
Canon Solutions America, Inc.	\$	5,165.72		
IRADVDXC3926I + Copier Attachment - Water Magyar Building				
Roto Rooter Service	\$	7,842.50		
Pipe work for Chang Sing Restuarant - reconnecting sewer line				
	\$	26,102.24		

Total: \$203,009.48

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 10, 2025



AGENDA ITEM TITLE

Regional Water Sustainability Funding Contract With Idaho Water Resource Board (ACTION ITEM) - Tyler Palmer

RESPONSIBLE STAFF

Tyler Palmer, Deputy City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

In July 2021, the IWRB adopted an initial Regional Water Sustainability Priority List (List) to help guide the IWRB's spending for large, regional water sustainability projects from ARPA funds, state general funds, or other applicable sources. In January 2022, the IWRB also adopted a threshold criteria indicating that for a project to be included on the list. Through this process, the City of Moscow was granted \$182,500 to be used to study the feasibility of a Clearwater River diversion as an alternate water supply to supplement the declining Palouse Basin Aquifer. The City of Moscow will manage the project with support from the Palouse Basin Aquifer Committee (PBAC). It is possible that additional funds for the project will be allocated by PBAC to complete the full scope of the study.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Regional Water Sustainability Funding Contract With Idaho Water Resource Board as presented or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Regional Water Sustainability Funding Contract With Idaho Water Resource Board

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Regional Water Sustainability Grant Contract

REGIONAL WATER SUSTAINABILITY GRANT CONTRACT

Contract No. 6852

This Contract, between the Idaho Water Resource Board (IWRB) and City of Moscow (Sponsor), references the following facts:

- A. In July 2021, the IWRB adopted an initial Regional Water Sustainability Priority List (List) to help guide the IWRB's spending for large, regional water sustainability projects from ARPA funds, state general funds, or other applicable sources. In January 2022, the IWRB also adopted a threshold criteria indicating that for a project to be included on the List, it must help achieve water supply sustainability on a regional, basin-wide, or statewide basis.
- B. On October 26, 2022, the IWRB adopted criteria and a process for projects to be included on the List.
- C. On July 21, 2023, the IWRB adopted Resolution No. 31-2023 authorizing funding for this project.
- D. On September 13, 2024, the IWRB adopted Resolution No. 42-2024 approving terms and conditions associated with this Regional Water Sustainability Priority List project.

THE PARTIES AGREE AS FOLLOWS:

1. PROJECT COORDINATION

- A. The IWRB's Contract Manager shall be Neeley Miller, who shall be the IWRB's representative for the administration of this Contract.
- B. The Sponsor's Project Coordinator shall be Tyler Palmer, or their assigned duly authorized representative, who shall be the Sponsor's representative for the administration of this Contract.

2. PROJECT

- A. The Sponsor shall perform the tasks described in the project proposal attached as Attachment B and incorporated by this reference (the Project).
- B. The Sponsor shall be responsible for coordinating with all regulatory agencies and jurisdictions and for obtaining the required approvals and permitting to complete the Project.
- C. When requested by the IWRB, Sponsor shall provide a progress report to the Contract Manager. The progress report shall include at a minimum:
 - a. Updated schedule to completion
 - b. Issues encountered in the reporting period
 - c. Final cost forecasts where applicable
 - d. Up to date Project budget
- D. At the completion of the Project, the Sponsor shall submit to the IWRB a certificate of completion and final invoice.

3. INSPECTIONS BY THE IWRB

At the end of the Project, the IWRB's Contract Manager may inspect and review the work for compliance with the Scope of Work and terms of the Contract.

4. COMPENSATION AND PAYMENTS

- A. This is a cost reimbursement not to exceed Contract where the IWRB has approved funding of \$182,500 for the Project. The Sponsor shall pay the remainder of the Project costs.
- B. The Board will hold back 10% of funds until certificate of completion is submitted.
- C. Sponsor shall submit monthly invoices showing the total amount expended on the Project to IDWR Payable, PO Box 83720, Boise, ID 83720-0098, or by email idwrpayable@idwr.idaho.gov. Sponsor shall include a copy of all receipts and invoices paid during the invoicing period. The following information must be on invoices:
 - a. Billing date,
 - b. Sponsor's name, address, and telephone number,
 - c. Contract number,
 - d. Timeframe covered by the invoice,
 - e. Itemized activities performed during the billing period, and
 - f. Total amount being billed for the billing period.
- D. The Sponsor shall provide with the final invoice a financial summary of the total Project cost with a detailed list of the type and amount of funds used to pay for the Project. The financial summary shall include the following:
 - a. Total final cost of the Project based on expenditures.
 - b. List all funding sources and the amount used on any aspect of the Project.
 - c. If a Federal or State grant was awarded for any portion of the Project, include the amount awarded.
- E. Funding awards may be reallocated if a project is not completed within the Term of this Contract.
- F. The IWRB will review and upon approval, pay invoices in accordance with Idaho Code § 67-2302.

5. TERM

This Contract shall take effect when both parties have signed it. The date of this Contract will be the date the Contract is signed by the last party to sign it and shall continue in effect for one year from execution date.

6. GENERAL TERMS AND CONDITIONS

The Sponsor shall abide by all applicable terms and conditions contained in the Standard Contract Provisions, attached as Attachment A and incorporated by this reference. For purposes of this Contract, references to Contractor in the Standard Contract Provisions apply to the Sponsor.

7. COUNTERPARTS

This Contract may be executed with electronic signatures and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

The parties have executed this Contract on the date following their respective signatures.

IDAHO WATER RESOURCE BOARD
322 E Front Street, Suite 648
PO Box 83720
Boise, ID 83720-0098

CITY OF MOSCOW
206 E Third Street
Moscow, ID 83843

Brian Patton
Executive Manager

Art Bettge
Mayor

Date

Date

Attachment A

STANDARD CONTRACT PROVISIONS IDAHO WATER RESOURCE BOARD

1. DEFINITIONS

- A. “Board” or “IWRB” shall mean the Idaho Water Resource Board, 322 East Front Street, PO Box 83720, Boise, Idaho 83720-0098, by and through its authorized representatives.
- B. “Contract” shall mean the contract document to which these standard provisions are attached, without respect to the name of the contract document.
- C. “Contract Manager” shall mean that person appointed by the Board to administer this Contract on behalf of the Board and includes, except as otherwise provided in this Contract, an authorized representative of the Contract Manager acting within the limits of his authority.
- D. “Project Coordinator” shall mean that person appointed by the Contractor to administer this Contract on behalf of the Contractor and includes, except as otherwise provided in this Contract, an authorized representative of the Project Coordinator acting within the limits of his authority.

2. PROJECT COORDINATION

- A. All communications given to the Contract Manager or Project Coordinator shall be as binding as if given to the party.
- B. The Board, or anyone authorized to act on its behalf, may change the Contract Manager at any time by written notice served on the Contractor.
- C. The Project Coordinator shall be the Contractor’s representative for administration of this Contract and shall have full authority to act on behalf of the Contractor unless specified otherwise in the main body of the Contract. The Contractor may change its Project Coordinator by prior written notice served on the Board.

3. LIMITATION OF PROGRAM FUNDS

- A. The Contractor acknowledges that the Board cannot obligate funds prior to obtaining funding approval.
- B. The Board certifies that state or federal funds are presently available and authorized for expenditure to pay the portion of costs which will accrue during the current state or federal fiscal year or applicable grant period.
- C. All obligations of the Board, including the continuance of payments under this Contract, are contingent upon the availability and continued appropriation of funds. In the event funds become unavailable as determined by the Board, the Board may immediately terminate this Contract or amend it accordingly. In no event shall the Board be liable for any payments in excess of approved or appropriated funds available for this project.

4. TERMINATION FOR CONVENIENCE

- A. The Board may terminate for its convenience this Contract in whole or in part. In such event, the Board shall serve a written Notice of Termination for Convenience on the Contractor by deposit in the United States mail, as certified, return receipt requested with proper postage affixed. Notice of Termination for Convenience shall be deemed served upon its receipt.

- B. The Contractor shall not incur after the date of service of the Notice of Termination for Convenience any non-cancellable obligations, except as authorized in the written Notice of Termination for Convenience.
- C. If a termination for the convenience of the Board is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all non-cancellable obligations incurred prior to receipt of a Notice of Termination for Convenience.
- D. Within twenty days of receipt of a Notice of Termination for Convenience, the Contractor shall submit a summary detailing all completed work required by this Contract and deliver or otherwise make available to the Board all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing this Contract, whether completed or in process.

5. TERMINATION FOR DEFAULT

- A. In addition to any termination of this Contract in accordance with Section 4, the Board may terminate this Contract in whole or in part because of the failure of the Contractor to fulfill its obligations, if Contractor fails to cure such default after notice and a period to cure. Upon receipt of Notice of Termination for Default, the Contractor shall immediately discontinue all services affected. Oral notice of termination by the Board is effective when given, but in such a case, the Board shall confirm with written Notice of Termination for Default by deposit in the United States mail as certified, return receipt requested. The effective date of termination for default if no oral notice is given shall be the date of receipt of Notice of Termination for Default.
- B. If a termination for default is effected, the Board has the right to withhold payment for services provided that relate to the Contractor's default.
- C. Within twenty days of receipt of a Notice of Termination for Default, the Contractor shall submit a summary detailing all completed work required by this Contract and deliver or otherwise make available to the Board all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing this Contract, whether completed or in process.
- D. The rights and remedies of the Board provided in this Contract are in addition to any other rights and remedies provided by law or under this Contract.

6. INDEMNIFICATION

Both Contractor and Board are public governmental entities subject to the Idaho Tort Claims Act. Nothing in this agreement shall be interpreted or construed to alter those provisions or to waive the protections of the Act.

7. NO PERSONAL LIABILITY

In no event shall any official, officer, employee, or agent of the Board and the State of Idaho be personally liable for any representation, statement, covenant, warranty, or obligation contained in, or made in connection with, this Contract, express or implied.

8. WORKERS COMPENSATION INSURANCE

Unless the Contractor is exempt under the provisions of Idaho Code § 72-212, the Contractor warrants that it has purchased worker's compensation insurance for Contractor and all employees engaged in the performance of this Contract and shall provide the Board with a Certificate of Insurance to verify the same within 15 days of the execution of this Contract. The Contractor shall notify the Contract Manager within five days of any change in the status of its worker's compensation insurance.

9. INSURANCE

Contractor's liability coverage is provided through a self-funded liability program administered by the Idaho Counties Risk Management Program. Limits of liability are \$500,000 Combined Single Limits, which amount is Contractor's limit of liability under the Idaho Tort Claims Act.

10. RELATIONSHIP OF THE PARTIES

- A. The parties intend to create by the terms of this Contract, an independent contractor relationship between the Board and the Contractor.
- B. The parties do not intend to create by the terms of this Contract the relationship of employer and employee. Contractor's status under this Contract shall be that of an independent contractor and not that of an agent or employee of the State. Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation, and unemployment insurance premiums, health and life insurance premiums, pension contributions, and similar items. Contractor shall indemnify the Board and the State and hold them harmless from all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees, and costs that may be made or assessed against the State arising out of Contractor's failure to pay such taxes, fees or contributions.

11. ASSIGNMENT OF BENEFITS AND DELEGATION OF DUTIES

- A. The Contractor shall not delegate any duties under this Contract or assign any benefits, including any moneys due or to become due hereunder, without the prior written consent of the Board.
- B. In the event a delegation of duties or an assignment of benefits is approved by the Board, the Contractor shall remain responsible and agrees to bind every such delegate or assignee to comply with the terms and conditions of this Contract.

12. PUBLIC RECORDS

Pursuant to Idaho Code Title 74, Chapter 1, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate each portion as "exempt" on each page of such documents and shall indicate the basis for such exemption. The Board will not accept the marking of an entire document as exempt. In addition, the Board will not accept a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the Board against all liability, claims, damages, losses, expenses, actions, attorneys' fees, and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any portion of a document that is released by the Board shall constitute a complete waiver of any and all claims for damages caused by such release.

13. RIGHTS IN DATA

- A. All data, plans, drawings, specifications, reports, operating manuals, notes, and other written documents produced in the performance of this Contract or in contemplation thereof, are owned by and are for the exclusive use of the Board and are subject to the rights of the Board set forth in this section.
- B. The Board shall have the right to reproduce, publish, and use all such documents or any part, in any manner and for any purposes whatsoever and to authorize others to do so.
- C. The Board agrees to identify the Contractor or designate appropriate authorship on all materials reproduced and published that are a direct product of the work performed under this Contract.

14. RETENTION OF RECORDS AND ACCESS TO FACILITIES, PREMISES, AND RECORDS

- A. The Contractor shall establish and maintain project budget accounts and records for work and services required by this Contract in accordance with generally accepted accounting principles and practices. Records shall be retained by the Contractor throughout the term of this Contract and for a period of three years following final settlement.
- B. At all reasonable times during the term of this Contract and for a period of three years following final settlement, the Board, State of Idaho, and their authorized representatives shall have access at the Contractor's offices to its records related to the services performed under this Contract for the purposes of inspection, audit, and copying by the Board, State of Idaho, and their authorized representatives.

15. FORCE MAJEURE

- A. If a Force Majeure Event prevents a party from complying with any one or more obligations under this Contract, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under this section.
- B. "Force Majeure Event" means any event or circumstance, whether or not foreseeable, that was not caused by the claiming party and any consequences of that event or circumstance.
- C. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of that Force Majeure Event's occurrence, its effect on performance, and how long the noncomplying party expects it to last. The noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Contract.

16. ILLEGAL ALIENS

Contractor warrants it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and, that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach of this Contract and shall be cause for termination.

17. REQUIRED CERTIFICATIONS

- A. Boycott of Israel. Pursuant to Idaho Code § 67-2346, if payments under the Contract exceed \$100,000 and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.
- B. Ownership or Operation by China. Pursuant to Idaho Code § 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.
- C. Boycotting Certain Sectors. Pursuant to Idaho Code § 67-2347A, if payments under the Contract exceed \$100,000 and Contractor employs ten or more full-time employees, Contractor certifies that it is not currently engaged in, and will not for the duration of this Contract, engage in a boycott of any individual or company because the individual or company:
 - i. Engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
 - ii. Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d).

The terms in this section defined in Idaho Code § 67-2347A shall have the meaning defined therein.

18. ENTIRE AGREEMENT/MERGER

This Contract sets forth the entire agreement between the parties related to the subject matter of this Contract and may not be modified unless in writing and signed by both parties.

19. SEVERABILITY

If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

20. SURVIVAL

All terms in this Contract that might involve performance subsequent to termination or expiration of this Contract or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Contract shall survive. Survival of such terms shall not extend in violation of Article VII, Section 11 of the Idaho Constitution and Idaho Code §§ 59-1015 through 59-1017.

21. NO WAIVER

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract be construed as or deemed to be a waiver of any subsequent breach or default.

22. EFFECT OF SECTION HEADINGS

The section headings appearing in this Contract are not interpretations of the text but are inserted for convenience and reference only.

23. SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be considered a waiver of the State's sovereign immunity, which immunity is expressly reserved.

24. GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Idaho and the parties consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.

25. NOTICES

All notices shall be in writing and sent certified mail, postage prepaid, return receipt requested to:

Idaho Water Resource Board

Attn: Purchasing Agent
PO Box 83720
Boise, ID 83720-0098

Contractor

Address listed in the
Contractor's Signature Block

ATTACHMENT B

Project

The proposed project involves the diversion of surface water from the Clearwater River and the treatment and conveyance of the water to the Palouse Basin near the City of Moscow, Idaho. The diverted water may be utilized for direct consumption, aquifer recharge, or a combination of the two. The project aims to secure a sustainable water supply for the cities and universities located within the Palouse Basin, including Moscow and Pullman, as well as the University of Idaho and Washington State University.

The scope of the current study includes:

- Determining the project's engineering feasibility
- Estimating preliminary construction and operational costs
- Verifying available water rights and other permitting requirements

Additionally, the study will encompass preparatory work necessary for the application for a water right with the Idaho Department of Water Resources (IDWR).

1. Water Supply Assessment

- Perform hydrological studies to assess water availability in the Clearwater River, including seasonal and long-term variations.
- Determine the optimal point of diversion based on hydrological data and minimal environmental impact.
- Assess the potential impacts of future climate change and weather conditions upon available water supply, incorporating climate models to ensure project sustainability.

2. Conceptual Design Development

- Develop conceptual designs for water diversion/intake, treatment, pumping, storage, and conveyance systems, considering multiple alternatives for routes and technologies.
- Identify and estimate costs for all anticipated property acquisitions, easements, and other property rights necessary for the construction and operation of the proposed system.
- Evaluate the benefits, reliability, and cost-effectiveness of direct water use versus aquifer recharge as the means of diversion use, considering both options' long-term implications.
- Work with the City of Moscow and the PBAC to develop criteria for determining the proportion of drinking water versus aquifer recharge, which may significantly impact the system's design and operational requirements (e.g., storage capacity, treatment processes, pumping and conveyance systems, etc.).
- Provide preliminary construction and operational cost estimates including lifecycle and maintenance costs.

3. Regulatory Permitting Assessment

- Identify all regulatory requirements and permits needed for the project, including local, state, federal, and tribal regulations.
- Conduct necessary environmental impact studies and prepare a comprehensive environmental and regulatory feasibility assessment.
- Consult with all potential regulatory agencies and stakeholders early in the process to identify challenges and streamline permitting.
- Prepare an application for water rights following IDWR processes and requirements.

ATTACHMENT B

4. Stakeholder Engagement

- Participate in meetings and consultations with stakeholders, including public agencies, community groups, and affected parties as necessary.
- Collaborate with the Nez Perce Tribe to integrate their water rights and cultural values into the project planning and execution.

ESTIMATED PROJECT SCHEDULE

It is anticipated that the services will be completed within approximately 12 months.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 10, 2025



AGENDA ITEM TITLE

Resolution Authorizing City Attorney to Submit a claim on behalf of the City of Moscow for the Chevrolet Bolt Battery Litigation Settlement (ACTION ITEM) - Mia Bautista

RESPONSIBLE STAFF

Mia Bautista, City Attorney

ADDITIONAL PRESENTER(S)

DESCRIPTION

A class action suit was filed against General Motors for defective batteries in model year 2017 through 2022 Chevrolet Bolt vehicles. A settlement agreement has been reached between General Motors, LG Electronics and representatives of eligible vehicle owners. The City purchased two Chevrolet Bolt vehicles in 2020 which are eligible under the settlement agreement. If the City does not submit a claim for a settlement payment, it will not be entitled to receive funds under the terms of the settlement agreement. Staff has prepared a resolution authorizing the City Attorney to submit a claim and sign any documents or agreements related to the settlement claim on behalf of the City.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Resolution Authorizing City Attorney to Submit a claim on behalf of the City of Moscow for the Chevrolet Bolt Battery Litigation Settlement; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Resolution Authorizing City Attorney to Submit a claim on behalf of the City of Moscow for the Chevrolet Bolt Battery Litigation Settlement.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 2025 - Resolution Authorizing Opt in for Chevy Bolt Battery Litigation Settlement_final with attachment

RESOLUTION 2025-__

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE CITY ATTORNEY TO SUBMIT A CLAIM, ON BEHALF OF THE CITY OF MOSCOW, WITH THE CHEVY BOLT BATTERY LITIGATION SETTLEMENT; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the City purchased two (2) Chevy Bolt's in 2020; and

WHEREAS, the City received a notice that the City may be eligible to participate in the Chevy Bolt Battery Litigation Settlement by submitting a claim, attached as Attachment "A" and incorporated herein by this reference; and

WHEREAS, the City Attorney verified that the City is eligible to submit a claim for the Chevy Bolt Battery Litigation Settlement; and

WHEREAS, if the City does not submit a claim for a Settlement Payment, the City will not be entitled to receive funds under the terms of the Settlement; and

WHEREAS, the City Council believes that submitting a claim with the Chevy Bolt Battery Litigation Settlement would be in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

1. That Mia Bautista, City Attorney, is hereby granted the authority to submit claims with the Chevy Bolt Battery Litigation Settlement on behalf of the City of Moscow.
2. That Mia Bautista, City Attorney, has authority to execute any other documents related to this matter as they may become required.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

Gina Taruscio _____

Bryce Blankenship _____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of _____, 2025.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, Idaho held on _____, 2025 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

Attachment "A"

LEGAL NOTICE

**If you bought or leased
a Model Year 2017-2022
Chevrolet Bolt EV, you might
benefit from this class action
settlement.**

A federal court authorized this Notice.

1-888-726-1650

www.BoltEVBatterySettlement.com

Chevy Bolt Battery Litigation Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID
SANTA ANA, CA
PERMIT NO. 625



Postal Service: Please do not mark barcode

CBEV: ClaimID: [REDACTED]

PIN: [REDACTED]

1141749**P0803-S0218-88801****AUTO**ALL FOR AADC 990

City Of Moscow

206 E 3rd St

Moscow, ID 83843-2959



VISIT THE
SETTLEMENT
WEBSITE BY
SCANNING
THE PROVIDED
QR CODE

CBEV



A settlement has been proposed in a class action lawsuit against General Motors LLC and LG Chem, Ltd., LG Energy Solution, Ltd., LG Energy Solution Michigan, Inc., LG Electronics, Inc., and LG Electronics U.S.A., Inc. related to allegations that they manufactured and sold Chevy Bolt EV vehicles with defective battery modules.

Who is included? The Settlement includes all persons and entities within the United States who purchased (whether new or used) or leased, other than for resale, a model year 2017, 2018, 2019, 2020, 2021 or 2022 Chevrolet Bolt built and shipped to a dealer on or before August 19, 2021, and who have not received a buyback of their vehicle from General Motors or a General Motors authorized dealer ("Class Members").

What does the Settlement provide? Class Members are eligible to receive: (a) up to \$700 for 2017-2022 vehicles that are eligible for a battery replacement remedy; OR (b) \$700-\$1,400 for 2020-2022 vehicles that receive advanced diagnostic software.

How do I get benefits? You must complete and submit a Claim Form by **February 24, 2025**. Claim Forms are available and may be filed online at www.BoltEVBatterySettlement.com.

What are my other options? If you do not want to be legally bound by the Settlement, you must exclude yourself from it by **February 24, 2025**. Unless you exclude yourself, you will not be able to sue any of the Defendants or related parties for any claim released by the Settlement Agreement. If you do not exclude yourself from the Settlement, you may object and notify the Court that you or your lawyer intend to appear at the Court's Fairness Hearing. Objections are due **January 24, 2025**.

The Court's Fairness Hearing. The Court will hold a Fairness Hearing in this case (*In re Chevrolet Bolt EV Battery Litigation*, No. 2:20-cv-13256) on March 25, 2025, at 2:00 p.m. At this hearing, the Court will decide whether to approve: (1) the Settlement; (2) Class Counsel's request for attorneys' fees and expenses; and (3) service awards to each class representative.

Additional details of the Fairness Hearing and the Settlement, an explanation of your rights, and the court filings are available at www.BoltEVBatterySettlement.com.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 10, 2025



AGENDA ITEM TITLE

Idaho Airport Aid Program - Grant Agreement (ACTION ITEM) - Alisa Anderson

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Pullman-Moscow Regional Airport applied for a grant from the Idaho Transportation Department - Division of Aeronautics, Idaho Airport Aid Program to assist with General Aviation airport development. The grant request has been awarded for \$7,500 with a required project completion date of June 30, 2027. The attached Resolution authorizes the acceptance of the award in accordance with all Federal, State, and Local regulations and the execution of the Grant Agreement by the Mayor.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval to authorize acceptance of the Idaho Airport Aid grant award of \$7,500 from the Idaho Transportation Department - Division of Aeronautics and approve the corresponding Resolution, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval to authorize acceptance of the Idaho Airport Aid grant award of \$7,500 from the Idaho Transportation Department - Division of Aeronautics and approve the corresponding Resolution.

OTHER RESOURCES

FISCAL IMPACT

State Funding to match FAA Federal Funding award – No City match required.

PERSONNEL IMPACT

N/A

ATTACHMENTS

1. Moscow SYF25 AIP Letter
2. Resolution 2025- Airport Grant Acceptance from the State_final with attachment



IDAHO TRANSPORTATION DEPARTMENT

Division of Aeronautics
3483 Rickenbacker Street
itd.idaho.gov/aero

(208) 334-8775
Boise ID 83705

1/6/2025

City of Moscow
PO Box 9203
Moscow, ID 83843

GRANT AGREEMENT - IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-26 for the Pullman-Moscow Regional Airport
FS PROGRAM NUMBER: F258PUW

PROJECT DESCRIPTION:

This grant is in the amount of \$7,500.00 to match \$0.0 from the City of Moscow.

Dear Mayor,

The Idaho Division of Aeronautics is pleased to offer your airport this matching grant to assist in financing improvements to your airport during State FY-26. Enclosed is an electronic copy of the Grant Offer for the Idaho Airport Aid Program. Please read this letter and Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- Provide authority to execute the grant to the individual signing the grant
- Have the City Council ratify both the Grant Agreement and the City Resolution
- Authorized representative must execute the grant no later than 3/1/2025
- A final, .pdf copy of the grant will be e-mailed once all parties have signed
- Please have the City Clerk attest to and sign

To ensure proper stewardship of State funds, you are expected to submit payment requests for reimbursement of allowable incurred expenses in accordance with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Each payment request for reimbursement will include the following items:

- Request for Reimbursement letter stating FS Program #, request #, invoice total, and reimbursement requested
- FAA Form 270/271 or DELPHI eINVOICING PAYMENT SUMMARY WORKSHEET (if applicable)
- Applicable Invoices/Outlay Reports

I look forward to working with the City on this project. If you have any questions regarding the acceptance of this grant or how to request grant funds, please call me at (208) 334-8784.

Sincerely,

Steffen Verdin

Steffen Verdin
Airport Planning Manager

RESOLUTION 2025-__

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ACCEPTING THE GRANT OFFER OF SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) FROM THE STATE OF IDAHO THROUGH THE IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF AERONAUTICS; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the City jointly operates the Pullman-Moscow Regional Airport with the City of Pullman, in accordance with applicable Federal, State and Local regulations; and

WHEREAS, the City has received a grant offer from the State of Idaho under the Idaho Airport Aid Program for development of the Pullman-Moscow Regional Airport; and

WHEREAS, said grant offer requires acceptance from the City via Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

1. That the City shall accept the Grant Offer of the State of Idaho, in the amount of \$7,500, for the purpose of obtaining State Aid under FS Program Number: F258PUW, Project Number: AIP050 in the development of the Pullman-Moscow Regional Airport.
2. That the Mayor of the City of Moscow is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Acceptance) on behalf of the City as detailed in Attachment "A".
3. That the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid statement of Acceptance.
4. That a true copy of the Grant Agreement referred to herein be attached hereto as Attachment "A" and made a part thereof.
5. That provisions of this Resolution shall be deemed severable and the invalidity of any provision of this Resolution shall not affect the validity of the remaining provisions.
6. That this Resolution shall become effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____

Drew Davis

Julia Parker

Gina Taruscio

Bryce Blankenship

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of _____, 2025.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a full, true, and correct copy of Resolution 2025-__ adopted at a regular meeting of the City Council, City of Moscow, Idaho held on _____, 2025 and that the same is now in full force and effect. IN WITNESS WHEREOF, I hereunto set my hand and impressed the official seal of the City and attest to the Mayor's signature this ____ day of _____, 2025.

Laurie M. Hopkins, City Clerk

GRANT AGREEMENT
IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-26

TO: City of Moscow, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF
AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Pullman-Moscow Regional Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: General Aviation

FS Program Number: F258PUW

Project Number: AIP050

NOW THEREFORE, for carrying out the provisions of the Uniform State Aeronautics Department Act; Title 21 of the Idaho Code, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than a lump sum amount of \$7500.

This Grant incorporates the following terms and conditions:

A. The STATE affirms that:

1. The maximum obligation of the STATE payable under this Grant shall be \$7,500.00.
2. This grant expires on June 30, 2027 and the STATE shall have no further obligation after that date.

B. The SPONSOR shall:

1. Certify the availability of at least \$0.0 to match STATE participation in said project.
2. The Airport Sponsor agrees to comply with the regulations relative to non-discrimination in State assisted programs of the Idaho Transportation Department.
3. Diligently and expeditiously complete this project by June 30, 2027 and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.

4. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.
5. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures outlined in Idaho Statute Title 67, Chapter 28 of the Idaho Code and Title 2 CFR part 200 and provide solicitation documentation to the STATE.
6. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.
7. No State funds will be paid to the SPONSOR in any case until it certifies in writing that it has funds available and will spend at least the amount designated for this project in the Grant Agreement, solely for the project in question.
8. The SPONSOR agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project.
9. The SPONSOR shall grant no exclusive use or operating agreements, to any person, company, or corporation for the use of the airport by any person providing or intending to provide aeronautical services to the public. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.
10. Agrees to fulfill the FAA assurances applicable to this project and follow the requirements in 49 USC 471 Airport Development. (Only applies to FAA funded projects)
11. Agrees to follow and include applicable FAA required contract terms to any associated contracts granted in association with this grant. (Only applies to FAA funded projects)
12. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.
13. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport.
14. SPONSOR must develop the airport in accordance with current design standards as set forth by the FAA for airport receiving FAA funding or by the Division of Aeronautics for non-federally funded airports.
15. SPONSOR cannot allow any activity or action on the airport that would interfere with its use for airport purposes.
16. SPONSOR must allow all types, kinds, and classes of aeronautical activities use the airport. This includes such activities as parachute jumping and ultralight vehicles. One possible reason for not allowing an aeronautical activity on the airport is if it cannot be conducted

safely. The final safety determination is the responsibility of the Idaho Division of Aeronautics. FAA funded airports shall abide by FAA guidance as depicted in the FAA grant assurance 22.

17. SPONSOR must allow people to service their own aircraft according to all applicable Federal Aviation Regulations (FARs). IDAPA 39.04.01
 18. All revenue generated on the airport by the Sponsor will be used for airport purposes only.
 19. SPONSOR should have a master plan or an airport or heliport layout plan to be eligible for participation in the allocation program. The plan must be accepted by the Division of Aeronautics. IDAPA 39.04.01
 20. SPONSOR will have proof of ownership or lease of all land upon which any project is proposed in order to protect the investment of public funds.
 21. SPONSOR will maintain a fee and rental structure for services and facilities at the airport, which will make the airport as self-sustaining as possible taking into account such factors as the volume of traffic and economy of collection. The Division of Aeronautics can provide assistance with establishing the structure base.
 22. SPONSOR is required to make selection for professional engineering or construction management pursuant to Idaho Code Title 54 and will provide evidence of based selection to the Division of Aeronautics. Idaho Code 67-2320
 23. SPONSOR will have compatible land use and height zoning for the airport to prevent incompatible land uses and the creation or establishment of structures or objects of natural growth, which would constitute hazards or obstructions to aircraft operating to, from, on, or in the vicinity of the subject airport. Idaho Statute 67-6508q
- C. The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.
- D. The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.
- E. This offer shall expire and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR on or before 3/1/2025 or such subsequent date as may be prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

F. Inspection Schedule and Reporting System:

Inspection Schedule and Reporting System will vary for each project. The SPONSOR must make reports and be subject to inspections on the following schedule:

1. SPONSOR shall report project commencement date.
2. SPONSOR shall make quarterly reports during construction.

3. SPONSOR shall receive approval prior to any change in the scope of the project.
4. SPONSOR shall report project completion date and request final inspection and payment.
5. STATE may participate in the final inspection and shall sign off the project as completed.
6. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The execution of this instrument by the SPONSOR and ratification and adoption of the project application incorporated herein provides proof of the Sponsors commitment, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics

By: _____
Thomas Mahoney, Administrator

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this ____ day of _____, 2025.

By: _____
Arthur D. Bettge, Mayor

City of Moscow, City Council

ATTEST:

Laurie Hopkins, City Clerk

I, Laurie Hopkins, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the _____ day of _____, 2025, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this _____ day of _____, 2025.

Laurie Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 10, 2025



AGENDA ITEM TITLE

Proposed Lot Line Adjustment at 1638 and 1662 Christopher Lane and 815 Pheasant Run Road
(ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The applicants, Edward and Mandi Coulter, are requesting a lot line adjustment between three properties located at 1638 and 1662 Christopher Lane, and 815 Pheasant Run Road. The proposed lot line adjustment would increase 1638 Christopher Lane from 1.04 to 1.05 acres, decrease 1662 Christopher Lane from 1.13 to 1.07 acres, and increase 815 Pheasant Run Road from 1.47 to 1.53 acres. The applicant is requesting the lot line adjustment to accommodate an existing fence and an access easement created between owners. The subject properties are located within the Suburban Residential (SR) Zoning District. Within the SR Zoning District the minimum lot size is 1 acre and the minimum lot width is 100 feet. All of the proposed lots meet all zoning code requirements and all existing structures meet setback requirements.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request with no conditions; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the lot line adjustment request with no conditions.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Applicant Request
2. Existing Exhibits
3. Proposed Survey
4. Proposed Legal Descriptions

January 24, 2025

Mayor and City Council
City of Moscow, Idaho

Dear Mayor Bettge and City Council:

We would like to request a lot line adjustment for three properties in the city of Moscow. The lot line adjustment will align the property lines with the existing landscaping and features while maintaining compliance with all city code for setbacks and lot sizes. The adjustment will swap land from Coulter to Walker, from Poxleitner to Walker, from Coulter to Poxleitner, and from Poxleitner to Coulter.

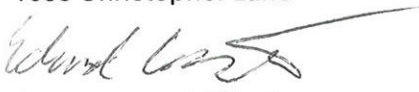
The properties are:

- 1638 Christopher Lane
- 1662 Christopher Lane
- 815 Pheasant Run Road

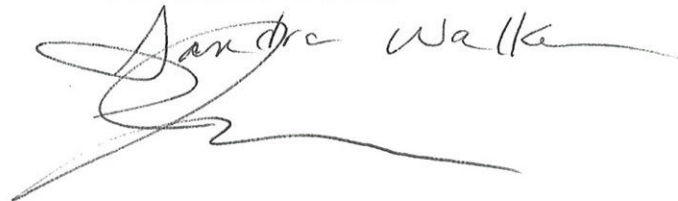
The attached dimensioned map, 4745 ROAS.pdf, shows the current boundaries and proposed line adjustments, as well as an access easement to be granted at the same time. Also attached are proposed updated legal descriptions.

Sincerely,

Edward & Mandi Coulter
1638 Christopher Lane


Mandi Cortig Coulter

J Lamonte and Sandra Walker
815 Pheasant Run Road

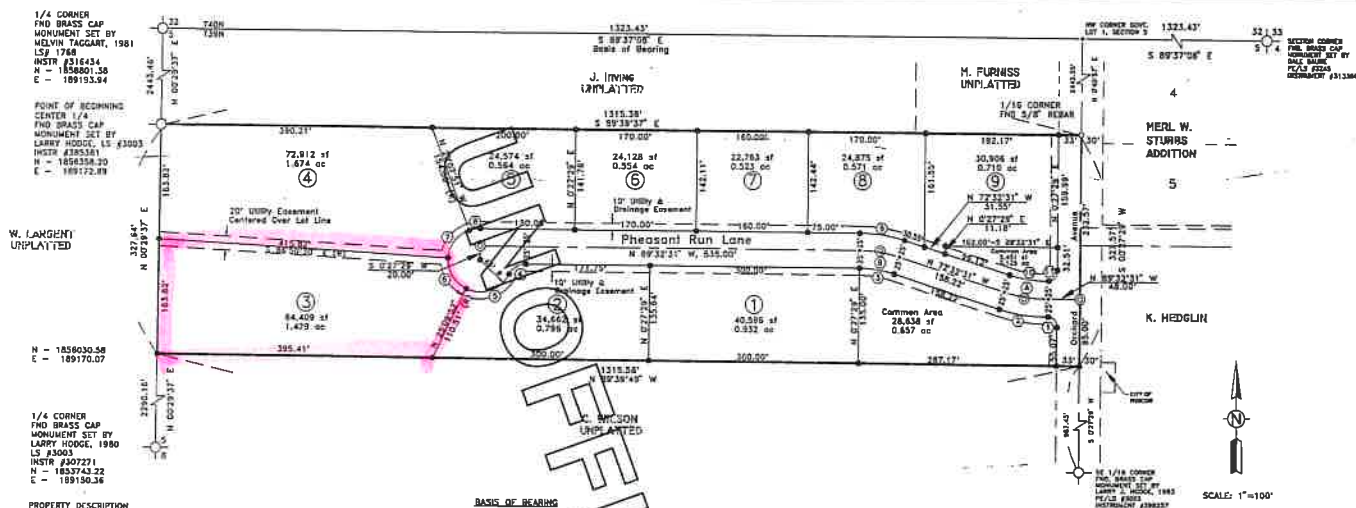


Heidi and Brian Poxleitner
1662 Christopher Lane


Heidi Poxleitner

CC: Aimee Hennrich

T39N R5W S5



BASIS OF BEARING

Magnetic Control Monuments based on State Plane Coordinates.

FILING

Filed for record on the 17th day of January, 1995 at 9:13 PM
of record of the County of Latah, Idaho, and recorded in
Book 1 of said page 1. Records of Latah County, State of Idaho.

410453

SUSAN PETERSEN

Latah County Recorder

FILED IN THIS OFFICE

APPROVALS

Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this 26th day of October, 1994.

Examined and approved by action of the Moscow City Council at a regular meeting with a quorum present this 17th day of October, 1994.

Examined and approved by the City Engineer on the 26th day of January, 1995.

Examined and approved by the Latah County Surveyor on the 26th day of January, 1995.

I hereby certify that taxes and assessments on property shown herein have been paid for 1994 and preceding years as of this 26th day of January, 1995.

Sanitary Restriction applies, Title 50, Chapter 13, Idaho Code.

North Central Health District

1-27-95

Date

CURVE DATA

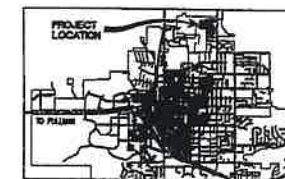
Curve	Delta	Radius (ft)	Arc (ft)	Tangent (ft)	Chord (ft)	Chord Ang.
1	90°00'00"	15.00	23.56	15.00	21.21	N 44°23'31" W
2	17°00'00"	238.38	70.73	35.63	70.47	N 81°02'03" W
3	17°00'00"	175.00	51.82	26.15	51.73	N 81°02'03" W
4	64°37'23"	25.00	28.20	15.81	26.73	S 58°08'47" W
5	89°19'45"	45.00	70.16	44.48	63.27	S 70°28'58" W
6	87°59'37"	45.00	53.40	30.35	30.32	N 30°50'18" W
7	68°42'38"	45.00	52.40	29.62	49.49	N 36°30'50" E
8	20°35'20"	45.00	16.17	8.17	16.08	N 60°00'48" E
9	17°00'00"	225.00	66.76	33.83	66.51	S 81°02'31" E
10	17°00'00"	188.38	55.89	28.15	55.68	S 81°02'31" E
11	90°00'00"	15.00	23.56	15.00	21.21	N 45°27'28" E

STREET CENTERLINE					
17°00'00"	213.38	63.31	31.89	63.06	N 81°02'31" W
17°00'00"	200.00	59.34	29.89	59.12	N 81°02'31" W

Page 42

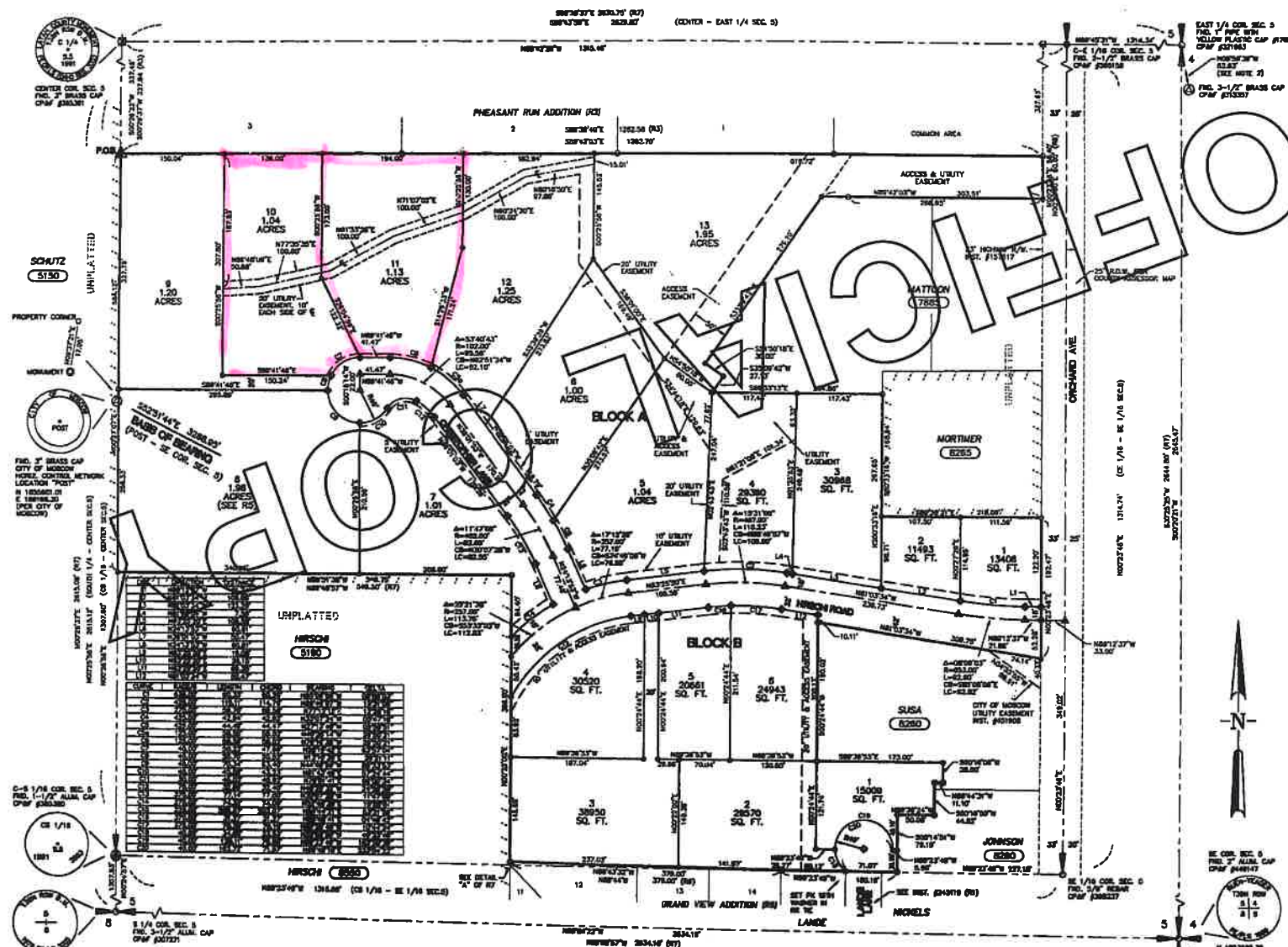
Received 01-23-2025

A PORTION OF THE SOUTHEAST QUARTER SEC. 5, T39N, R5W, B.M.
CITY OF MOSCOW, LATAH COUNTY, IDAHO



VICINITY MAP

NTS



FOUND 5/1" LR OR AS NOTED
 SET 5/1" x 30" REBAR WITH A PLASTIC CAP, MFD. PLS 1968
 RUEN-YEAGER
 SET 5/1" x 30" REBAR WITH A PLASTIC CAP, MFD. PLS
 1968 RUEN-YEAGER, TO BE SET ON OR BEFORE MAY, 2001
 PURSUANT TO SECTION 50-1333, IDAH CODE
 P.O. POINT OF BEGINNING 2" X 1/4" CAP MARKED
 "COSTON PLAS. NUMBER P.O.B. PL/LS 1966-2000"
 (ORIGINALLY FOUND 2" REBAR)
 CITY OF MOSCOW STANDARD STREET MONUMENT, TO BE
 SET ON OR BEFORE MAY, 2001 PURSUANT TO SECTION
 50-1333, IDAH CODE
 RECORD INFORMATION
 ASSESSOR'S PARCEL NUMBER
 EASEMENT LINE
 CITY OF MOSCOW/LATAH COUNTY BOUNDARY
 CALCULATED POINT NOTHING FOUND NOTHING SET

REFERENCES

- R1 DEED OF DEDICATION RECORDED AS INSTRUMENT #245119, LATAH COUNTY RECORDS
- R2 RECORD OF SURVEY BY LARRY J. HODGE, CE/LS 3003, RECORDED AS INSTRUMENT #384500, LATAH COUNTY RECORDS
- R3 PLAT OF PHEASANT RUN ADDITION BY LARRY J. HODGE, CE/LS 3003, RECORDED AS INSTRUMENT #410453, LATAH COUNTY RECORDS
- R4 RECORD OF SURVEY BY LARRY J. HODGE, CE/LS 3003, RECORDED AS INSTRUMENT #412130, LATAH COUNTY RECORDS
- R5 WARRANTY DEED RECORDED AS INSTRUMENT #447503, LATAH COUNTY RECORDS
- R6 PLAT OF GRASSY VIEW ADDITION, RECORDED AS INSTRUMENT #205853, LATAH COUNTY RECORDS
- R7 RECORD OF SURVEY BY LARRY J. HODGE, CE/LS 3003, RECORDED AS INSTRUMENT #386534, LATAH COUNTY RECORDS
- R8 WARRANTY DEED RECORDED AS INSTRUMENT #384313, LATAH COUNTY RECORDS
- R9 SEE EASEMENT AMENDMENT DOCUMENT #451404, LATAH COUNTY RECORDS

NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THIS PROPERTY OR SHOW ANY RECORDS OR HOMEOWNERS ENCUMBRANCES, RESTRICTIVE COVENANTS, AND OTHER TITLE EVIDENCE, EXCEPT FOR THOSE THAT ARE SHOWN HEREIN.
2. THIS SURVEY IS BASED ON MELVIN TAGGART'S RESURVEY OF THE CITY 1/4 OF SECTION 5 OF GRAF INST. #321963, LAMAR COUNTY, MISSOURI.
3. THE COORDINATES SHOWN HEREIN ARE CITY OF MOSCOW HORIZONTAL GRID COORDINATES.
4. LOTS 1,2,3, AND 4 OF BLOCK A ARE UNDER 1 ACRE IN SIZE. WITHIN THE SR ZONE ARE ACCEPTED WITHIN THIS PLANNED UNIT DEVELOPMENT.
5. ALL STREET CENTERLINE MONUMENTS ARE TO BE ENCLOSED WITH CITY OF MOSCOW STANDARD STREET MONUMENT BOXES.

BASIS OF BEARING

BACKS OF BEARING IS FROM USING CITY OF MOSCOW HORIZONTAL GRID COORDINATES AND IS SOUTH 52°51'44" EAST A DISTANCE OF 3288.93 FEET FROM A 3" BRASS CAP MARKING A CITY OF MOSCOW HORIZONTAL CONTROL NETWORK MONUMENT TITLED "POST" TO A 2" ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SECTION 15.



SCALE IN FEET



1/4	S	T	R	PROJECT: MP000001	RUBIN-YEAGER & ASSOCIATES, INC.	SCALE: 1" = 100'
	5	39		FILE NAME: M005	CONSULTING ENGINEER - LAND SURVEYOR	CHECKED BY: JMK
		N	W	DATE: 8/7/70	DATE: 8/7/70	DRAWN BY: JMK
						SHEET: 2 OF 2

58238 @ K

NO. 580349
AT THE REQUEST OF
LATAH COUNTY TITLE CO.DATE & HOUR
8.3.16 12:29
HENRIANNE K. WESTBERG
LATAH COUNTY RECORDER
FEE \$ 13.00 BY [Signature]**WARRANTY DEED**For Value Received, **Broadus R. Littlejohn III and Lizabeth W. Littlejohn, husband and wife**

the Grantors, hereby grant, bargain, sell, convey and warrant unto

Heidi Poxleitner and Brian Poxleitner, wife and husband

the Grantees, whose current address is: 1662 Christopher Lane, Moscow, ID 83843

the following described premises, located in Latah County State of Idaho to wit:

Lot 10, Block A, Christopher's Crossing Subdivision to the City of Moscow, as shown by the recorded plat thereof.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all water and water rights, ditch and ditch rights.**SUBJECT** to reservations in United States Patent, restrictive covenants, existing and recorded rights-of-way and easements, zoning and building ordinances, and taxes and assessments as prorated between the parties hereto.**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantees successors, heirs and assigns forever. Said Grantors do hereby covenant to and with said Grantees, that Grantors are the owner in fee simple of said premises; that said premises are free from all encumbrances except as hereinabove set forth of record and that Grantors will warrant and defend the same from all lawful claims whatsoever.

562930

55770

NO. _____ AT THE REQUEST OF:
LATAH COUNTY TITLE CO.
 DATE & HOUR 11.22.13 11:40
 SUSAN PETERSEN
 LATAH COUNTY RECORDER
 FEE \$ 13.00 BY [Signature]

WARRANTY DEED

For Value Received Elaine R. Rice Revocable Living Trust

the Grantors, hereby grant(s), bargain(s), sell(s), convey(s) and warrant(s) unto

Edward R. Coulter and Mandi Ortiz Coulter, husband and wife with a rights of survivorship

the Grantees, whose current address is: 1638 Christopher Lane Moscow, Idaho 83843

the following described premises, located in Latah County State of Idaho to wit:

Lot 11, Block A, Christopher's Crossing Subdivision to the City of Moscow, as shown by the recorded plat thereof.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all water and water rights, ditch and ditch rights.

SUBJECT to reservations in United States Patent, restrictive covenants, existing and recorded rights-of-way and easements, zoning and building ordinances, and taxes and assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees successors, heirs and assigns forever. Said Grantors do hereby covenant to and with said Grantees, that Grantors are owners in fee simple of said premises; that said premises are free from all encumbrances except as hereinabove set forth and that Grantors will warrant and defend the same from all lawful claims whatsoever.

452053



NORTH CENTRAL DISTRICT HEALTH DEPARTMENT

215 10th Street
Lewiston, ID 83501
799-3100
fax 799-0349

333 E. Palouse River Dr.
Moscow, ID 83843
882-7506
fax 882-3494

1075 Michigan Ave.
Orofino, ID 83544
476-7850
fax 476-7494

711 W. North Street
Grangeville, ID 83530
983-2842
fax 983-2845

132 N. Hill St.
Kamiah, ID 83536
935-2124
fax 935-0223

Serving you in Nez Perce, Latah, Clearwater, Idaho, and Lewis Counties.

August 9, 2000

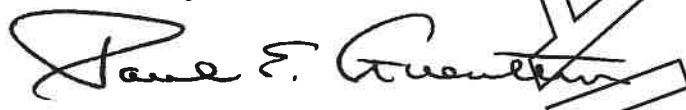
Susan Petersen
Latah County Recorder
Latah County Courthouse
P.O. Box 8068
Moscow, ID 83843

RE: Christopher Crossing Subdivision, Moscow, ID

Dear Ms. Peterson:

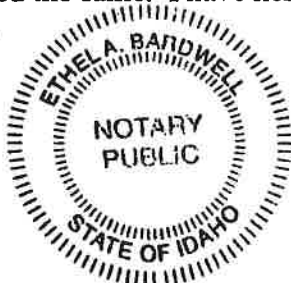
This letter is certification that plans and specifications for sanitary water and sewer facilities have been approved for Christopher's Crossing Subdivision, Latah County. The sanitary restrictions are hereby satisfied, in accordance with Idaho Code Title 50, Chapter 13. Sanitary restrictions may be reimposed, in accordance with section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Sincerely,


Paul E. Guenther, EHS
Director of Environmental Health

Cc: Matt Ruck, Lewis Development, LLC
Rich Gabriel, Sr. EHS, NCDHD
Ruen-Yeager and Associates
City of Moscow

On this 9th day of August in the year of 2000, before me, the undersigned, a Notary Public in and for said County and State, appeared Paul E. Guenther, known to me to be the person who name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same. I have hereunto set my hand and Notarial Seal the date last above written.




Notary Public, in and for the State of Idaho
My commission expires 9-22-04

WARRANTY DEED

Know All Men by These Presents:

That A. J. Marineau and Judith L. Marineau of Moscow
 State of Idaho, in consideration of Ten Dollars (\$10.00)
 and other valuable consideration do hereby grant, bargain, sell and convey
 unto J. Lamonte Walker and Sandra E. Walker, residing at 1338 Tamarack,
 Moscow, Idaho 83843 the following property, in Latah County, State of Idaho,
 to-wit:

Lot 3, and an undivided 1/9th interest in the Common Area
 of Pheasant Run Addition to the city of Moscow, as shown
 by recorded plat thereof. Provided that said undivided interest
 may not be sold separately from Lot 3 unless all owners of the
 Common Area enjoin in a conveyance of the entire Common
 Area.

TOGETHER WITH ALL AND SINGULAR, The tenements, hereditaments
 and appurtenances thereto belonging or in anywise appertaining

AND the above named grantors, hereby covenant, that the above
 described premises are free from all encumbrances, and that they will and
 their heirs, executors and administrators shall warrant and defend the above
 premises against all lawful claims and demands, except: Taxes subsequent to
 December 1, 1997. Restrictive Covenants, as more fully set out under Recorder's
 Fee No. 410452 and an Easement as shown on the recorded plat, under Recorder's
 Fee No. 410453.

SIGNED, this 21st day of November, 1997.

[Signature]

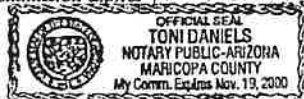
Judith L. Marineau

STATE OF *Arizona*
 County of *Maricopa*

On this 21st day of November, in the year 1997, before me the undersigned a NOTARY PUBLIC,
 in and for said state personally appeared A. J. Marineau and Judith L. Marineau known to me to be the
 persons whose names are subscribed to in the foregoing instrument, and acknowledged to me that they
 executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date last above
 written.

My commission expires 11-19-2000



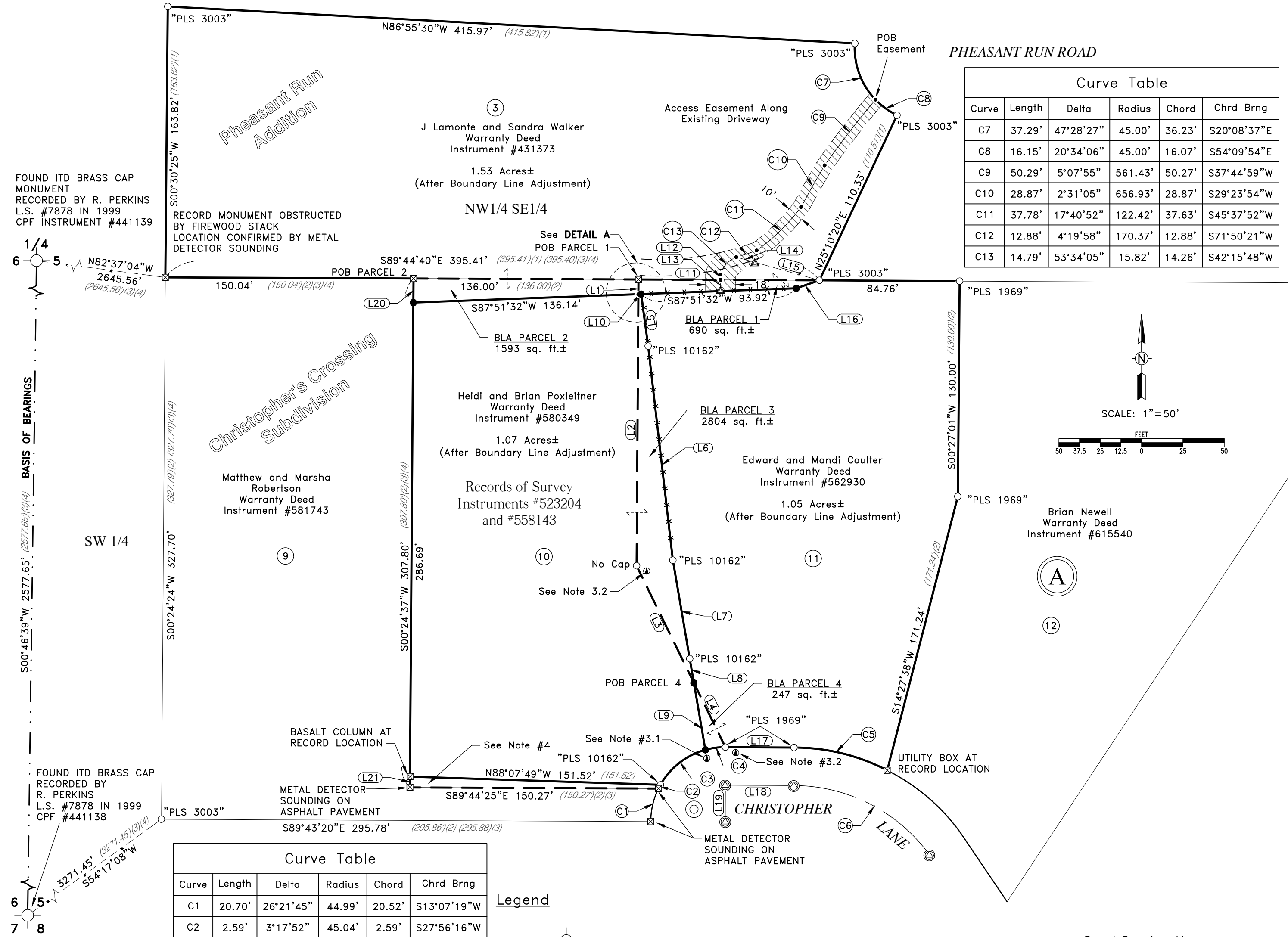
[Signature]
 Notary Public, Residing at *Maricopa*
 County, *Arizona*

NO. **431373**
 AT THE REQUEST OF:
Moscow Realty
 DATE & HOUR:
12/2/97 10:38 AM
 SUSAN PETERSEN
 LATAH COUNTY RECORDER
 FEE \$ 3.00 BY 6004/11/97
 201 EAST 3RD ST
 MOSCOW ID 83843

431373

Basis of Bearings

The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found West Quarter corner of Section 5 and the found Southwest corner of Section 5, said bearing being S00°46'39"W.



Surveyor's Certificate

I, Michael E. Dahlin, PLS #17534, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Edward Coulter in December 2024.

Section 05, T39N, R5W, BM

Survey References:

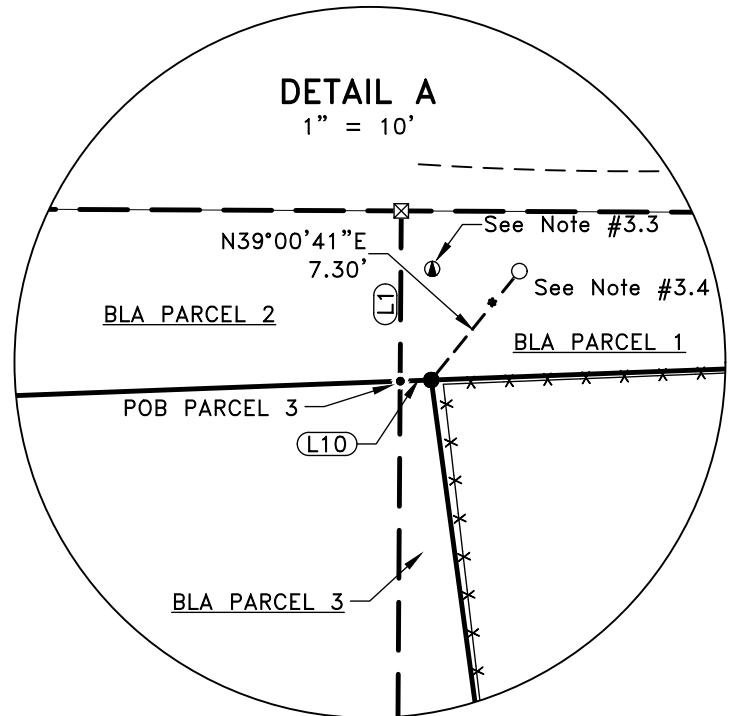
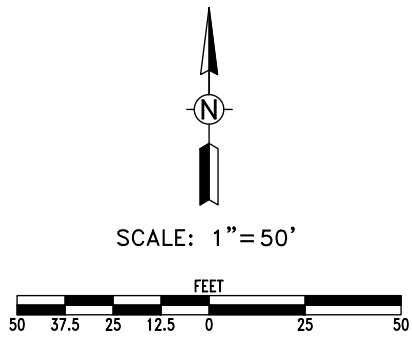
- Plat of Pheasant Run Addition, Instrument #410453, by L. Hodge, L.E./L.S. #3003.
- Plat of Christopher's Crossing Subdivision, Instrument #452053, by J. Kinney, L.E./L.S. #1969.
- Record of Survey, Instrument #523204, by J. Dunn, L.S. #10162.
- Record of Survey, Instrument #558143, by J. Dunn, L.S. #10162.
- Warranty Deed, Instrument #431373, Marineau to Walker.
- Warranty Deed, Instrument #562930, Elaine R. Rice Revocable Living Trust to Coulter.
- Warranty Deed, Instrument #580349, Littlejohn to Poxleitner.

Surveyor Narrative

- The purpose of this survey was to locate and map the boundaries of the parcels described in Warranty Deed, Instrument #562930, Warranty Deed, Instrument #580349, and Warranty Deed, Instrument #431373, to make boundary line adjustments between the three properties listed above, and to establish an access easement granted by Walker to Coulter, as shown hereon.
- The west line of the Southwest Quarter of Section 5 was located to establish the Basis of Bearings and primary boundary control. The Parcel described in Warranty Deed, Instrument #562930, was rotated to project basis and located accordingly.
- An incorrect base station location used for corners set per ROS #558143 caused a systematic error of approximately 6.8 - 7.0 feet to the southeast of the correct location. These monuments were held per request of property owners, except where noted below.
 - Corner originally set within Right-of-Way area. Moved to proper boundary location.
 - Monument intended to replace the original from PLS 1969. Original monument found and rebar from PLS 10162 removed.
 - Monument was incorrectly placed per Narrative Note #3 and removed.
 - Found monument set by PLS 10162 was selected for removal per Narrative Note #3. The rebar was set into a tree root below the surface, and could not be removed with typical field means. The cap was removed and the rebar left in place. This is not a property corner.
- Boundary Line adjustments shown per ROS #558143 were not deeded at the time of that survey.
- Survey data were collected using an Emild Reach RS2+ RTK GNSS Receiver.
- Prior to any conveyance, compliance with any state and local statutes, ordinances and regulations governing the division of land are the landowner's responsibility.
- This survey was conducted without a title search. It does not show the existence of all easements and or encumbrances, recorded or unrecorded that may affect this property.

PHEASANT RUN ROAD

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C7	37.29'	47°28'27"	45.00'	36.23'	S20°08'37"E
C8	16.15'	20°34'06"	45.00'	16.07'	S54°09'54"E
C9	50.29'	5°07'55"	561.43'	50.27'	S37°44'59"W
C10	28.87'	2°31'05"	656.93'	28.87'	S29°23'54"W
C11	37.78'	17°40'52"	122.42'	37.63'	S45°37'52"W
C12	12.88'	4°19'58"	170.37'	12.88'	S71°50'21"W
C13	14.79'	53°34'05"	15.82'	14.26'	S42°15'48"W



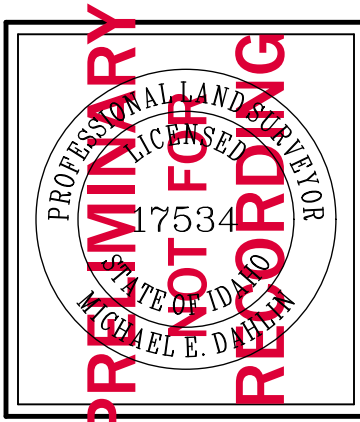
Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	20.70'	26°21'45"	44.99'	20.52'	S13°07'19"W
C2	2.59'	3°17'52"	45.04'	2.59'	S27°56'16"W
C3	35.30'	44°56'47"	45.00'	34.40'	S52°04'21"W
C4	12.24'	15°34'55"	45.00'	12.20'	S82°20'13"W
C5	58.58'	27°37'56"	121.48'	58.02'	N76°15'45"W
C6	95.56'	53°40'44"	102.00'	92.10'	N62°53'16"W

Legend

- Found Monument as Described
- Set 5/8" Rebar w/ Aluminum Cap Stamped "PLS 17534"
- Found 5/8" Diameter Rebar w/ Cap Stamped As Labelled
- Set 1/2" Rebar Diameter Rebar w/ Cap Stamped "Easement PLS 17534"
- Found Centerline Monument
- Record Monument Not Found
- Found 5/8" Diameter Rebar w Aluminum Cap Stamped "10162" to be Removed (See Note #3)
- Manhole
- Calculated Position
- Block Number
- Lot Number
- Point of Beginning
- Boundary Line Adjustment Parcel
- Record Data - See Survey References
- Parcel Boundary Line
- Original Boundary Line Made Obsolete This Survey
- Adjacent Lot Line
- Fence Line
- Section/Section Subdivision Line
- Centerline
- Right-of-Way
- Fly Tie Line
- Driveway Boundary
- Easement

Line Table			
Line	Bearing	Distance	Record
L1	S0°22'38"W	8.87'	(173.00)/(2)
L2	S0°22'38"W	164.28'	
L3	S26°04'12"E	78.76'	(122.32)/(2)
L4	S26°04'12"E	43.32'	
L5	S7°43'55"E	31.76'	~
L6	S6°34'47"E	130.33'	~
L7	S9°43'24"E	60.40'	~
L8	S9°43'24"E	14.83'	~
L9	S9°43'24"E	41.13'	~
L10	S87°51'32"W	1.62'	~
L11	S89°44'40"E	109.36'	(109.36)/(3)

Line Table			
Line	Bearing	Distance	Record
L12	S0°00'00"E	3.20'	~
L13	S0°00'00"E	6.80'	~
L14	N74°22'47"W	11.57'	~
L15	N74°22'47"W	40.54'	~
L16	S70°58'47"W	14.76'	~
L17	S89°40'45"E	41.47'	(41.47)/(2)
L18	S89°43'33"E	41.47'	(41.47)/(2)
L19	N0°16'27"E	22.00'	(22.00)/(2)
L20	N0°24'37"E	14.56'	~
L21	S0°24'37"W	6.55'	(6.55)/(4)



Record of Survey for:
Edward and Mandi Coulter
Moscow, Idaho

Drafted by:	BCB
Checked by:	MED
File Name:	4745 ROSA.dwg
Tab:	Layout
Plot Style	OCE.ctb
Project:	4745 07 2024
Date:	12/5/24

December 5, 2024

Legal Description for Edward and Mandi Coulter After Boundary Line Adjustment

A parcel of land located in Christopher's Crossing Subdivision of the City of Moscow, Section 5, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Lot 11, Block A, of said Christopher's Crossing Subdivision, as shown by recorded plat thereof.

INCLUDING a portion of Lot 10 of said Christopher's Crossing Subdivision of the City of Moscow, described as follows:

Commencing at the northwest corner of Lot 9 of the Christopher's Crossing Subdivision, thence along the north line of said Lot 9, S89°44'40"E, 150.04 feet, to the northwest corner of Lot 10 of the Christopher's Crossing Subdivision, thence continuing S89°44'40"E, 136.00 feet, along the north line of said Lot 10, to the northeast corner of said Lot 10, thence along the east line of said Lot 10, S00°22'38"W, 173.15 feet, to a point, thence continuing along said east line, S26°04'12"E, 78.76 feet, to the **Point of Beginning**:

Thence continuing along said east line S26°04'12"E, 43.32 feet, to the north right-of-way of Christopher Lane;

Thence along said right-of-way, 12.24 feet along a non-tangent curve to the left, said curve having a Delta = 15°34'55", Radius = 45.00 feet, Chord Distance = 12.20 feet, and Chord Bearing = S82°20'13"W;

Thence leaving said right-of-way, N09°43'24"W, 41.13 feet, to the **Point of Beginning**.

EXCEPTING a parcel of land located in said Lot 11, described as follows:

Commencing at the northwest corner of Lot 9 of the Christopher's Crossing Subdivision, thence along the north line of said Lot 9, S89°44'40"E, 150.04 feet, to the northwest corner of Lot 10 of the Christopher's Crossing Subdivision, thence continuing S89°44'40"E, 136.00 feet, along the north line of said Lot 10, to the northwest corner of said Lot 11, and the **Point of Beginning**:

Thence continuing along the north line of Lot 11, S89°44'40"E, 109.36 feet, to the southeast corner of Lot 3 of the Pheasant Run Addition to the City of Moscow;

Thence leaving said north line, S70°58'47"W, 14.76 feet, to a point;

Thence S87°51'32"W, 95.54 feet, to a point on the west line of said Lot 11;

Thence N00°22'38"E, 8.87 feet, to the **Point of Beginning**.

ALSO EXCEPTING a parcel of land located in said Lot 11, described as follows:

Commencing at the northwest corner of Lot 9 of the Christopher's Crossing Subdivision, thence along the north line of said Lot 9, S89°44'40"E, 150.04 feet, to the northwest corner of Lot 10 of the Christopher's Crossing Subdivision, thence continuing S89°44'40"E, 136.00 feet, along the north line of said Lot 10, to the northeast corner of said Lot 10, thence along the east line of said Lot 10, S00°22'38"W, 8.87 feet, to the **Point of Beginning**:

Thence leaving said east line, N87°51'32"E, 1.62 feet, to a point,

Thence along an existing fence line, S07°43'55"E, 31.76 feet, to a point;

Thence continuing along said fence line, S06°34'47"E, 130.33 feet, to a point;

Thence leaving said fence line, S09°43'24"E, 75.23 feet, to a point on said east line of Lot 10;

Thence along said east line, N26°04'12"W, 78.76 feet, to a point;

Thence N00°22'38"E, 164.28 feet, to the **Point of Beginning**.

December 5, 2024

TOGETHER WITH an easement for the purposes of ingress and egress, which begins as 10 feet in width, then widens to 18 feet, located in said Lot 3 of the Pheasant Run Addition to the City of Moscow, and said Lot 11 of the Christopher's Crossing Subdivision of the City of Moscow, in said Section 5, the centerline of which is described as follows:

Commencing at the northeast corner of said Lot 3, thence southeasterly along the cul-de-sac of Pheasant Run Road, 37.29 feet along a non-tangent curve to the left, said curve having a Delta = $47^{\circ}28'27''$, Radius = 45.00 feet, Chord Distance = 36.23 feet, and Chord Bearing = $S20^{\circ}08'37''E$, to the centerline of an existing driveway, and the **Beginning of Easement**:

Thence along said centerline the following four (4) courses:

50.29 feet along a non-tangent curve to the left, said curve having a Delta = $05^{\circ}07'55''$, Radius = 561.43 feet, Chord Distance = 50.27 feet, and Chord Bearing = $S37^{\circ}44'59''W$;

Thence 28.87 feet along a tangent curve to the left, said curve having a Delta = $02^{\circ}31'05''$, Radius = 656.93 feet, Chord Distance = 28.87 feet, and Chord Bearing = $S29^{\circ}23'54''W$;

Thence 37.78 feet along a non-tangent curve to the right, said curve having a Delta = $17^{\circ}40'52''$, Radius = 122.42 feet, Chord Distance = 37.63 feet, and Chord Bearing = $S45^{\circ}37'52''W$;

Thence 12.88 feet along a non-tangent curve to the left, said curve having a Delta = $04^{\circ}19'58''$, Radius = 170.37 feet, Chord Distance = 12.88 feet, and Chord Bearing = $S71^{\circ}50'21''W$, to a point that bears $N74^{\circ}22'47''W$, 52.11 feet, from the southeast corner of said Lot 3, and at which point the easement widens to 18 feet;

Thence leaving said centerline, 14.79 feet along a non-tangent curve to the left, said curve having a Delta = $53^{\circ}34'05''$, Radius = 15.82 feet, Chord Distance = 14.26 feet, and Chord Bearing = $S42^{\circ}15'48''W$;

Thence $S00^{\circ}W$, 3.20 feet, to the north line of said Lot 11;

Thence continuing $S00^{\circ}W$, 6.80 feet, to the **End of Easement**.

SUBJECT TO an easement granting access to the water meter and irrigation controls as originally designated to Lot 10, Block A, of Christopher's Crossing Subdivision, located along the north right-of-way of Christopher Lane.

Parcel contains 1.05 acres, more or less.



December 5, 2024

Legal Description for J. Lamonte and Sandra Walker After Boundary Line Adjustment

A parcel of land located in the Pheasant Run Addition to the City of Moscow, Section 5, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Lot 3 and an undivided 1/9th interest in the Common Area of said Pheasant Run Addition, as shown by the recorded plat thereof. Provided that said undivided interest may not be sold separately from Lot 3 unless all owners of the Common Area enjoin in a conveyance of the entire Common Area.

ALSO, a portion of Lot 10, Block A, of the Christopher's Crossing Subdivision of the City of Moscow in said Section 5, described as follows:

Commencing at the northwest corner of Lot 9 of said Christopher's Crossing Subdivision, thence along the north line of said Lot 9, S89°44'40"E, 150.04 feet, to the northwest corner of said Lot 10, and the **Point of Beginning**:

Thence continuing along the north line of Lot 10, S89°44'40"E, 136.00 feet, to the northeast corner of Lot 10 of said Christopher's Crossing Subdivision;

Thence along the east line of said Lot 10, S00°22'38"W, 8.87 feet, to a point;

Thence S87°51'32"W, 136.14 feet, to the west line of said Lot 10;

Thence N00°24'37"E, 14.56 feet, to the **Point of Beginning**.

ALSO, a portion of Lot 11, Block A, of the Christopher's Crossing Subdivision of the City of Moscow in said Section 5, described as follows:

Commencing at the northwest corner of Lot 9 of the Christopher's Crossing Subdivision, thence along the north line of said Lot 9, S89°44'40"E, 150.04 feet, to the northwest corner of Lot 10 of the Christopher's Crossing Subdivision, thence continuing S89°44'40"E, 136.00 feet, along the north line of said Lot 10, to the northwest corner of said Lot 11, and the **Point of Beginning**:

Thence continuing along the north line of Lot 11, S89°44'40"E, 109.36 feet, to the southeast corner of Lot 3 of the Pheasant Run Addition to the City of Moscow;

Thence leaving said north line, S70°58'47"W, 14.76 feet, to a point;

Thence S87°51'32"W, 95.54 feet, to a point on the west line of said Lot 11;

Thence N00°22'38"E, 8.87 feet, to the **Point of Beginning**.

SUBJECT TO an easement for the purposes of ingress and egress, which begins as 10 feet in width, then widens to 18 feet, located in said Lot 3 of the Pheasant Run Addition to the City of Moscow, and said Lot 11 of the Christopher's Crossing Subdivision of the City of Moscow, in said Section 5, the centerline of which is described as follows:

Commencing at the northeast corner of said Lot 3, thence southeasterly along the cul-de-sac of Pheasant Run Road, 37.29 feet along a non-tangent curve to the left, said curve having a Delta = 47°28'27", Radius = 45.00 feet, Chord Distance = 36.23 feet, and Chord Bearing = S20°08'37"E, to the centerline of an existing driveway, and the **Beginning of Easement**:

Thence along said centerline the following four (4) courses:

December 5, 2024

50.29 feet along a non-tangent curve to the left, said curve having a Delta = $05^{\circ}07'55''$,
 Radius = 561.43 feet, Chord Distance = 50.27 feet, and
 Chord Bearing = $S37^{\circ}44'59''W$;
 Thence 28.87 feet along a tangent curve to the left, said curve having a
 Delta = $02^{\circ}31'05''$, Radius = 656.93 feet, Chord Distance = 28.87 feet, and
 Chord Bearing = $S29^{\circ}23'54''W$;
 Thence 37.78 feet along a non-tangent curve to the right, said curve having a
 Delta = $17^{\circ}40'52''$, Radius = 122.42 feet, Chord Distance = 37.63 feet, and
 Chord Bearing = $S45^{\circ}37'52''W$;
 Thence 12.88 feet along a non-tangent curve to the left, said curve having a
 Delta = $04^{\circ}19'58''$, Radius = 170.37 feet, Chord Distance = 12.88 feet, and
 Chord Bearing = $S71^{\circ}50'21''W$, to a point that bears $N74^{\circ}22'47''W$, 52.11 feet,
 from the southeast corner of said Lot 3, and at which point the easement widens to 18
 feet;
 Thence leaving said centerline, 14.79 feet along a non-tangent curve to the left, said curve having a
 Delta = $53^{\circ}34'05''$, Radius = 15.82 feet, Chord Distance = 14.26 feet, and
 Chord Bearing = $S42^{\circ}15'48''W$;
 Thence $S00^{\circ}W$, 3.20 feet, to the north line of said Lot 11;
 Thence continuing $S00^{\circ}W$, 6.80 feet, to the **End of Easement**.

Parcel contains 1.53 acres, more or less.



December 5, 2024

Legal Description for Heidi and Brian Poxleitner After Boundary Line Adjustment

A parcel of land located in Christopher's Crossing Subdivision of the City of Moscow, Section 5, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Lot 10, Block A, of said Christopher's Crossing Subdivision, as shown by recorded plat thereof.

EXCEPTING a parcel of land located in said Lot 10, described as follows:

Commencing at the northwest corner of Lot 9 of said Christopher's Crossing Subdivision, thence along the north line of said Lot 9, S89°44'40"E, 150.04 feet, to the northwest corner of said Lot 10, and the **Point of Beginning**:

Thence continuing along the north line of Lot 10, S89°44'40"E, 136.00 feet, to the northeast corner of Lot 10 of said Christopher's Crossing Subdivision;

Thence along the east line of said Lot 10, S00°22'38"W, 8.87 feet, to a point;

Thence S87°51'32"W, 136.14 feet, to the west line of said Lot 10;

Thence N00°24'37"E, 14.56 feet, to the **Point of Beginning**.

ALSO EXCEPTING a parcel of land located in said Lot 10, described as follows:

Commencing at the northwest corner of Lot 9 of the Christopher's Crossing Subdivision, thence along the north line of said Lot 9, S89°44'40"E, 150.04 feet, to the northwest corner of Lot 10 of the Christopher's Crossing Subdivision, thence continuing S89°44'40"E, 136.00 feet, along the north line of said Lot 10, to the northeast corner of said Lot 10, thence along the east line of said Lot 10, S00°22'38"W, 173.15 feet, to a point, thence continuing along said east line, S26°04'12"E, 78.76 feet, to the **Point of Beginning**:

Thence continuing along said east line S26°04'12"E, 43.32 feet, to the north right-of-way of Christopher Lane;

Thence along said right-of-way, 12.24 feet along a non-tangent curve to the left, said curve having a

Delta = 15°34'55", Radius = 45.00 feet, Chord Distance = 12.20 feet, and Chord Bearing = S82°20'13"W;

Thence leaving said right-of-way, N09°43'24"W, 41.13 feet, to the **Point of Beginning**.

INCLUDING a portion of Lot 11, Block A, in said Christopher's Crossing Subdivision, described as follows:

Commencing at the northwest corner of Lot 9 of the Christopher's Crossing Subdivision, thence along the north line of said Lot 9, S89°44'40"E, 150.04 feet, to the northwest corner of Lot 10 of the Christopher's Crossing Subdivision, thence continuing S89°44'40"E, 136.00 feet, along the north line of said Lot 10, to the northeast corner of said Lot 10, thence along the east line of said Lot 10, S00°22'38"W, 8.87 feet, to the **Point of Beginning**:

Thence leaving said east line, N87°51'32"E, 1.62 feet, to a point,

Thence along an existing fence line, S07°43'55"E, 31.76 feet, to a point;

Thence continuing along said fence line, S06°34'47"E, 130.33 feet, to a point;

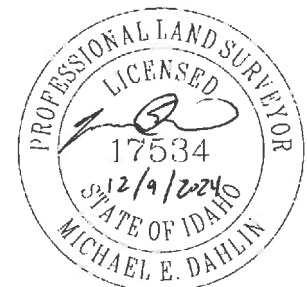
Thence leaving said fence line, S09°43'24"E, 75.23 feet, to a point on said east line of Lot 10;

Thence along said east line, N26°04'12"W, 78.76 feet, to a point;

Thence N00°22'38"E, 164.28 feet, to the **Point of Beginning**.

TOGETHER WITH an easement granting access to the water meter and irrigation controls as originally designated to said Lot 10, located along the north right-of-way of Christopher Lane.

Parcel contains 1.07 Acres, more or less.



F:\4745-Coulter Pin Locate & Topo\4745-Word\4745 Poxleitner Legal Description STAMP.docx

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 10, 2025



AGENDA ITEM TITLE

Consideration of Mayor and City Council Salary Adjustment Ordinance (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Administrator

ADDITIONAL PRESENTER(S)

DESCRIPTION

Idaho Code § 50-203 requires compensation for a mayor and council to be fixed by ordinance. Moscow City Code Title 1, Chapter 8, Sec. 8-1, states "*The salary for elective officers shall be fixed by ordinance. Salary adjustments for such elective officers shall be made every two (2) years from the date of the previous adjustment in accordance and in proportion with adjustments in the Consumer Price Index, Series I.D. CUUR0000SA0 All Urban Consumers, U.S. All items, 1982-84=100. The statistics utilized shall be the figures for the annual percent change for each calendar year within the subject two (2) year period, as published by the United States Department of Labor in January of each year. Such adjustments must be specifically approved by ordinance at least six (6) months prior to the effective date of such adjustments.*" The reported CPI values were 4.1% and 2.9% for 2023 and 2024 respectively. Proposed increases to monthly salaries would be effective January 1, 2026, and are as follows: Mayor from \$2,396.96 per month to \$2,567.60 per month, and Council from \$831.03 per month to \$890.19 per month. Staff have prepared an ordinance to effectuate the adjustments in accordance with City Code.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the proposed ordinance making salary adjustments for the Mayor and City Council effective January 1, 2026; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the proposed ordinance making salary adjustments for the Mayor and City Council effective January 1, 2026.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ordinance 2025- Title 1 Chapter 8 - Adjusting Council Mayor 2026 Salary_final

ORDINANCE NO. 2025 – ____

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 1, CHAPTER 8; PROVIDING FOR THE PRESCRIBED INCREASE IN THE SALARIES OF CITY ELECTIVE OFFICERS AND SAID SALARIES EFFECTIVE UPON JANUARY 1, 2026; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Moscow City Code Title 1, Chapter 8, Section 8-1, specifies that the salary for elected officers shall be fixed by ordinance and shall be adjusted every two (2) years from the date of the prior adjustment in accordance with the Consumer Price Index, and such adjustments shall be made at least six (6) months prior to the effective date of said adjustments; and

WHEREAS, the salary for the City’s elected officers was last adjusted through Ordinance 2023-03, effective on January 1, 2024; and

WHEREAS, according to the U.S. Bureau of Labor Statistics, the annual percent change in the Consumer Price Index for the past two years was four-point one percent (4.1%) for 2023, and two-point nine percent (2.9%) for 2024; and

WHEREAS, utilizing said Consumer Price Index, Moscow City Code Title 1, Chapter 8, Section 8-2, shall be amended to reflect the appropriate salary for the office of Mayor as two thousand, five hundred sixty-seven dollars and sixty cents (\$2,567.60) per month, and the salary for members of the City Council shall be amended to eight hundred ninety dollars and nineteen cents (\$890.19) per month;

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

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

SECTION 2: That Title 1, Chapter 8, Section 8-2 of the Moscow City Code be, and the same is hereby amended to read as follows:

...

Sec. 8-2. Salaries of Elective Officers.

The salary for elective officers shall be as follows:

A. Effective January 1, 2024, through December 31, 2025:

Mayor	\$2,396.96 per month
Council	\$831.03 per month

B. Effective January 1, 2026, through December 31, 2027:
Mayor \$2,567.60 per month
Council \$890.19 per month

...

SECTION 3: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions. The remaining sections of Title 1, Chapter 8 shall be in full force and effect.

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

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
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 February, 2025.

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 February ____, 2025, and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk