

Moscow City Council



Regular Meeting ~Amended Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, March 16, 2020

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight'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; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. For regular agenda items the public will usually have the opportunity for comment on that agenda item after the staff presentation. These agenda items do not include the consent agenda and reports. Please limit any remarks to three (3) minutes or less. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council March 2, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes as presented.

B. Disbursement Report February 2020 - Sarah Banks

Accounts Payable Report for the month ending February 2020. This was reviewed and signed by the Public Works/Finance Committee on March 9, 2020 and recommended for approval.

ACTION: Confirm approval of the Disbursements Report for the month of February 2020.

C. Fourth Quarter Financial Report July 1, 2019 to September 30, 2019 for FY2019 - Sarah Banks

Financial report for the fourth quarter of Fiscal Year 2019 (July 1, 2019 to September 30, 2019).

ACTION: Approve the FY2019 Fourth Quarter Report.

D. Request Authorization for Beer Garden for Renaissance Fair 2020 - Dwight Curtis

In accordance with Moscow City Code 5-13-4(B), Renaissance Fair 2020 is requesting that the City Council approve a Resolution allowing them to have a beer garden catered by a licensed vendor in East City Park for Renaissance Fair on May 2, 2020 between 11:00 a.m. and 7:30 p.m., and May 3, 2020, from 11:00 a.m. and 5:30 p.m. The event is open to the public and there have been no issues related to this request since the first beer garden request was approved in 2016. This was reviewed by the Administrative Committee on March 9, 2020 and recommended for approval.

ACTION: Approve the resolution authorizing the beer garden request for 2020 Moscow Renaissance Fair.

E. Request Authorization for Beer Garden for Rendezvous in the Park 2020 - Dwight Curtis

In accordance with Moscow City Code 5-13-4(B), Rendezvous in Moscow, Inc. is requesting that the City Council approve a Resolution allowing them to have a beer garden catered by a licensed vendor in East City Park for Rendezvous in the Park 2020 on July 16th, 17th and 18th, 2020, between 4:00 p.m. and 10:00 p.m. The event is open to the public and there have been no issues related to this request since the first beer garden request was approved. This was reviewed by the Administrative Committee on March 9, 2020 and recommended for approval.

ACTION: Approve the resolution authorizing the beer garden request for Rendezvous in the Park 2020.

F. Law Enforcement Mutual Assistance Agreements with Multiple Agencies - James Fry

The City of Moscow benefits from having mutual aid agreements with surrounding law enforcement agencies. These agreements provide that when assistance is needed for a mutual aid partner to meet the need of an emergency, another partner may render that assistance. The Moscow Police Department would like to enter into mutual aid agreements with the Clarkston, Washington Police Department, the Whitman County, Washington Sheriff's Office, and the Asotin County, Washington Sheriff's Office. Each agency has determined that cooperative provision of law enforcement assistance across jurisdictional lines will enhance the ability of the agency to preserve the safety and welfare of the entire geographic area. This was reviewed by the Administrative Committee on March 9, 2020 and recommended for approval.

ACTION: Approve the three individual Mutual Assistance Compact Agreements between the City of Moscow, Whitman County, Washington Sheriff's Office, Asotin County, Washington Sheriff's Office, and the City of Clarkston, Washington.

G. 2020 Moscow Farmers Market Handbook - Amanda Argona

In 2018, the Moscow Farmers Market implemented the first iteration of the Moscow Farmers Market Vendor Handbook. The Handbook is an expanded policy document meant to provide increased clarity and serve as a resource for current and future Market Vendors. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the updated document on February

4, 2020, and moved unanimously to forward the Handbook on to the Council with a recommendation for approval and adoption for the 2020 Market Season. This was reviewed by the Public Works/Finance Committee on March 9, 2020 and recommended for approval.

ACTION: Approve the 2020 Moscow Farmers Market Handbook.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner (Removed)

3. Mayors Appointments (ACTION ITEM)

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

5. Heart of the Arts Annual Report on the 1912 Center - Dwight Curtis / Jenny Kostroff (Removed)

6. Comprehensive Annual Financial Report Presentation (ACTION ITEM) - Sarah Banks / Mitch Marx

Presnell Gage PLLC, the City's auditors, will be presenting the City's FY2019 Comprehensive Annual Financial Report (CAFR) and reporting significant changes to City Council regarding the annual audit and outlining comparative changes compared to the FY2018 CAFR. The City has received the Certificate of Achievement for Excellence in Financial Reporting for the CAFR for 16 consecutive years. After approval, staff will submit the FY2019 CAFR for consideration for the award. The accompanying final draft of the FY2019 CAFR is submitted for City Council review.

PROPOSED ACTIONS: Accept the City of Moscow audited Comprehensive Annual Financial Report for FY2019 as presented; or take such other action deemed appropriate.

7. Jim Lyle Rotary Park Playground Equipment Selection (ACTION ITEM) - David Schott

The Parks and Recreation Department is requesting authorization to purchase playground equipment and rubber tile safety surfacing at the cost of \$58,000 from Allplay Systems for Jim Lyle Rotary Park. In addition, the Parks and Recreation Department is requesting an additional \$3,000 for materials and supplies for parks staff to install the playground equipment and rubber tile safety surfacing. The playground equipment is intended for 5 to 12-year-old children and will replace the existing wooden structure at Jim Lyle Rotary Park. This project was approved in the FY2020 budget with the use of Hamilton Funds as required by Resolution 2017-07. Attendant pathways are already installed and in good working order at the Park. If approved, the tile and equipment will be installed by the City of Moscow certified installers and Parks Crews, a process that typically saves approximately \$15,000 per installation. The Public Works / Finance Committee reviewed and recommended approval at their March 9, 2020 meeting.

PROPOSED ACTIONS: Recommend approval of the purchase of playground equipment and rubber tile safety surfacing at the cost of \$58,000 from Allplay Systems for Jim Lyle Rotary Park and an additional \$3,000 for materials and supplies for parks staff to install the playground equipment and rubber tile safety surfacing with funding from the Hamilton Fund or take such other action deemed appropriate.

8. Preparedness Planning Report - Jen Pfiffner/Gary J. Riedner

9. Resolution for Continuation of Mayoral Local Emergency Proclamation - Gary J. Riedner

On March 13, 2020, Mayor Bill Lambert issued a Local Emergency Proclamation in response to the pandemic threat identified by the World Health Organization (WHO) as COVID-19, commonly known as the coronavirus. The Mayor's proclamation followed an emergency declaration issued by the President of the United States and a state of emergency declared by Idaho Governor Brad Little for the state of Idaho. Idaho code section 46-1011 provides legal authority for the mayor of a political subdivision to declare a disaster emergency. The term of the proclamation is for a period of 7 days, after which it may be continued by, or with the consent of the City Council. Attached is a Resolution continuing the Local Emergency Proclamation to be in effect until May 5, 2020.

Proposed Actions: Review and approve the Resolution continuing the Local Emergency Proclamation issued by Mayor Lambert until May 5, 2020, or take such other action deemed appropriate.

REPORTS

City Council

Mayor

Staff

ADJOURN

NOTICE: Moscow City Council and committee meetings are televised, videotaped and/or recorded. Individuals attending the meeting who require special assistance to accommodate physical, hearing, or other impairments, please contact the City Clerk, at (208) 883-7015 or TDD 883-7019, as soon as possible so that arrangements may be made.

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, March 2, 2020

7:00 PM

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

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

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Anne Zabala

ABSENT: Gina Taruscio

STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, Brian Nickerson, Debby Carscallen, Mike Ray, David Schott, Dan Ellinwood, Scott Williams, Tyler Palmer, Jen Pfiffner, Laurie M. Hopkins and numerous volunteer firefighters

PLEDGE OF ALLEGIANCE

Council Member Laflin led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council February 18, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes as presented.

B. Lot Line Adjustment for 1122 S Mountain View Road - (Heron's Hideout Park) – Aimee Hennrich

The City of Moscow is requesting a lot line adjustment to the property adjacent to the City's Heron's Hideout Park and addressed as 1122 S. Mountain View Road. At the December 16, 2019 City Council meeting, the Council voted to approve the purchase of a 1.22-acre portion of the 1.87-acre parcel. The proposed lot line adjustment will increase the size of Heron's Hideout Park by 1.22 acres and result in a remnant parcel of 0.64 acres which currently contains a single-family dwelling. The subject property is within the Low Density, Single Family Residential (R-1) Zone, which requires a minimum lot size of 9,600 square feet and a minimum lot width of 80 feet. The proposed lot line adjustment would meet both of these standards and the existing home will meet all setback requirements. This was reviewed by Public Works/Finance Committee on February 24, 2020 and recommended for approval.

ACTION: Approve lot line adjustment request with no conditions.

C. Electronic Signature Policy – Mia Bautista / Gary J. Riedner

Idaho Code allows the use of electronic signatures and specifically allows cities to utilize electronic signatures as long as due consideration is given to the security of those processes. Currently the City of Moscow has no policy regarding electronic signatures, nor other electronic

records used to conduct the official business of the City. The attached policy provides the parameters of the use of these processes in conducting the City's business. This was reviewed by the Public Works/Finance Committee on February 24, 2020 and recommended for approval.

ACTION: Approve the City of Moscow Electronic Signature Policy.

Bettge moved and Kelly seconded approval of the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

None offered.

3. Mayors Appointments (ACTION ITEM)

Mayor Lambert presented Ryan Lazo to the Farmers Market Commission. Bettge moved and Sullivan seconded approval of the appointment. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

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

Ben Aiman, 407 N Monroe St, introduced himself. He is the new Executive Director at SMART Transit. SMART plays an important roll in the city and he appreciates the support from the City and community.

Patty Brehm, Kitchen Counter owner, wanted to bring an issue with sewer classification to the Council's attention. She spoke on her high water bill and being designated "restaurant". There was a rate study in 2013 that suggested a three tier system but the classifications have not changed. She requests a change from "restaurant" to "commercial". Brehm requested a list of food businesses on Main Street, First to Seventh, which totaled nineteen. Eight of those businesses were designed restaurant, and all were larger than her business. She feels there is inequity in the billing of sewer and businesses are closing due to the high bills. Riedner responded saying the City Council did not accept the 2013 rate study recommendations. A new rate study is in the works and a committee will be established. Part of the inequality in rates is that the city does not have a business registration/licensing program to determine the exact type of business.

Troy Zakariasen, PACT EMS said the EMS services seem to be a politically and emotionally charged subject. He wants to work alongside the MFVD and build the Moscow we know into the great community it is.

5. Citizen Commission Report – Planning and Zoning Commission – Mike Ray / Wendy McClure

Ray introduced Wendy McClure, Chair of the P&Z. McClure listed the Commission members and recent/current projects: ADU ordinance revisions, use table amendments, manufactured home and recreational vehicles park update and changes, subdivision code updates; 5G federal regulations, and sign code amendments.

6. 2019 Weed Monitoring Report – David Schott

Schott explained in April of 2019, the Parks and Recreation Department began general observations and established photopoints at Lillian Otness Park and Almon Asbury Lieuallen Park in regards to

weeds. Response to concerns of pesticide use in parks, both parks were then used as a pilot project whereas the weeds were not managed with pesticides for the 2019 season. General observations were made ranking the type of weed as: not observed, low infestation, moderate infestation, and heavy infestation. Overall, findings found a slight increase in weeds and an increase in staff time controlling weeds through mechanical means. Schott detailed the observations of each weed in different locations using a 0-3 scale. Staff recommends monitoring both parks for the 2020 season to gain more data regarding pesticide use.

7. Moscow Volunteer Fire Department EMS Report – Brian Nickerson / Debby Carscallen

Carscallen has been a member of the MVFD since 2002, and then hired by the City in June 2017 as the Division Chief / EMS Operations Manager. The MVFD has three fire stations, three fire engines, one ladder engine, four ambulances and two paramedic vehicles. The paramedic vehicles are supported by 46 EMT members with Basic Life Support (BLS) certification, and an additional State of Idaho optional modules certification. Fifteen of the members have Advanced Life Support (ALS) certification. Carscallen explained what it takes to become a paramedic. The MVFD covers 24 hours, 7 days a week, 365 days a year. Besides Moscow, they also cover the surrounding towns in busy times, which allows more experience for ALS calls. Processes for dispatching EMS personnel begins with Whitcom. Whitcom uses an Alpha through Echo call level designation, with the most life-threatening ALS level being Echo. Whitcom dispatches what is necessary for the designated level, all determined by the information of the call. As resources arrive, members can activate more resources and add additional response levels as the scene is assessed. The Moscow Police Department also go to calls and are invaluable to the response team. Personnel is organized into shifts. Off-call personnel are utilized in other areas such as drivers. The department is always working on quality improvement and looks to the future to improve. They review past calls for feedback; encourage debriefs after a call; talk with the crews about needed equipment, training and other suggestions. Training sessions are provided to all the brigades so that if someone cannot make it to their training, they can attend another. This allows crews to interact with each other for inter-crew collaboration. The MVFD has a close relationship with Dr. Garrett, trauma ER doctor at Gritman. The Department does not have an adopted standard for response times but uses the National Fire Protection Association as a guideline, and the Washington Administrative Code allows for more goals. Moscow's response times include transfers, medical rendezvous, and rural fire districts responses. Carscallen provided response time statistics.

Dr. Garrett read a letter from the Moscow Emergency Physicians (see attached). Information regarding the patient is gathered from the EMS personnel, family and others that were at the scene. For patients that need transport, Gritman will call the company that best fits the situation. Garrett said he has witnessed many ambulance companies including paid, volunteers, east coast, west coast and Moscow is second to none for this small community.

Currently, during breaks, a survey goes out to assess how many will be around. A new scheduling software will assist with vacations and school breaks. Carscallen spoke on the larger emergencies in Moscow where assistance was requested from Pullman. There are mutual aid agreements with some of the surrounding communities. Questions were asked regarding the NFPA guidelines. Carscallen explained if you adopt the NFPA guidelines, you must follow every rule, and for a volunteer entity, it is difficult to meet some requirements, such as the high training requirements. Nickerson explained not many of the organizations adopt all the standards but use them as guidelines to shoot for. Filtering the response information within the software is difficult. The information within the software includes the rural district calls which can skew the Moscow information.

Mayor Lambert called a recess at 8:24 p.m.

The meeting was reconvened at 8:31 p.m.

8. Downtown Parking Study Request for Qualifications (ACTION ITEM) - Bill Belknap

During the preparation of the FY2020 budget, the City Council included \$45,000 in funding to hire a consulting firm to conduct an assessment and prepare recommendations related to the utilization, operation and management of the public parking system within the downtown area. Staff has prepared a Request for Qualifications (RFQ) for the Council's review and approval. This item was reviewed by the Public Works Finance Committee on February 24, 2020.

PROPOSED ACTIONS: Approve publication of the Downtown Parking Study Request for Qualifications; or take such other actions deemed appropriate.

Belknap introduced the item as written above and explained the area includes C Street south to Lewis Street, and Jefferson west to the alley between Almon and Jackson Streets. The study approach will include understanding and evaluating the existing conditions, estimating the future demand for parking in downtown, identifying best practices for parking solutions in downtown, and study recommendations. A working group will be put together to assist during the development of the study and will include representatives from the Transportation Commission, Planning and Zoning Commission, Moscow Chamber of Commerce, several downtown business owners, a council member, members at large, a possible Gritman representative, a citizen with accessibility issues, and staff in supporting roles.

Eliza Landis shared some observations including holding the parking study off until EMSI does their first hiring, as it will contribute to the study significantly.

Bettge moved approval and Laflin seconded to approve the publication of the Downtown Parking Study Request for Qualifications. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

9. Phase 5 of the Runway Realignment Project and Terminal Design Grant Application Approval (ACTION ITEM) - Gary J. Riedner

The Pullman-Moscow Regional Airport has applied for grants from the U.S. Department of Transportation Federal Aviation Administration Airport Improvement Program for the purpose of completing Phase 5 of the Runway Realignment Project and Terminal Design. The amount of the grants is up to \$8,000,000 with a local match of \$649,600.00 from multiple sources, which includes a possible ITD Aviation Division state grant. To facilitate the FAA grant, it is appropriate to preauthorize its acceptance. The attached resolution has been prepared for that purpose. The resolution also authorizes the execution of related assurances and certifications. This was reviewed by the Public Works/Finance Committee on February 24, 2020 and recommended for approval.

PROPOSED ACTIONS: Adopt the resolution preauthorizing the acceptance of grant offer AIP 3-53-0051-051 from the FAA Airport Improvement Program, or take such other action deemed appropriate.

Riedner introduced the item as written about and answered questions posed at the committee meeting regarding specific match funding. An overrun requiring a match of \$491,000 will need to be raised. The airport will solicit other entities and will continue to do so, but if unsuccessful, Moscow and Pullman are ultimately responsible but could match with the bridge loan from Pullman and pay back over time by passenger boarding's.

Bettge moved and Kelly seconded to adopt the resolution preauthorizing the acceptance of grant offer AIP 3-53-0051-051 from the FAA Airport Improvement Program. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

10. Investment Policy Resolution (ACTION ITEM) - Gary J. Riedner

On February 18, 2020, the City Council approved the agreement with Moreton Asset Management to act as the City's investment consultants. One of the questions posed to responders in the Request for Qualifications for investment consultants was to review the City's current investment policy (adopted by Resolution 2010-02) and make recommendations for any perceived changes. Virtually all of the responders suggested that the length of time to maturity for investments should be reduced from the current maximum length of fifteen years and that the number of competitive bids from brokers for purchase of investment instruments on the secondary market should be increased from the current minimum requirement of two bids. The attached Resolution makes those changes, decreasing the length of investment to maturity from fifteen (15) years to five (5) years, and increasing the minimum number of bids from brokers from two (2) to three (3). Other minor housekeeping changes include referencing statutory regulations in the Idaho Code by citation, rather than including the actual language in the Resolution. This will assure that the Investment Policy will remain current with current Idaho law now and into the future, without having to amend the Resolution. The attached Resolution replaces Resolution 2010-02.

PROPOSED ACTIONS: Approve the Investment Policy as stated in the attached Resolution and adopt the Resolution, or take such other action deemed appropriate.

Riedner introduced the item as written above. Sullivan moved, Laflin seconded approval of the investment policy as stated in the resolution and adopt the resolution. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Historic Preservation Commission – Bettge said the Commission chose to skip the annual newspaper insert and instead do a trifold on historic walking tours. They are also looking at the potential of another historic district and discussing interpretive signs.

1912 Facilities Committee – Kelly reported the HVAC installations and pocket doors were on schedule.

Clearwater Economic Development Association – Kelly said the organization running the youth core is no longer able to. CEDA will be taking it over

Everyone attended the Capital Improvement Plan and Strategic Planning workshop.

Mayor

Mayor Lambert said the State of the City was on February 19th; participated in an AIC legislative call regarding HB 408 and 409; AIC hired an executive director but the candidate chose not to accept; attended the coffee with legislatures; held a MYAC meeting that included a presentation regarding Good Samaritan. The Airport Board is working on a flight to Boise and Denver.

Staff

Riedner said the Mayor, Art and himself would be attending the NLC conference next week; he thanked the Council for attending the CIP/SP workshop; and the budget calendar is being put together. Riedner said he spoke with Carol Moerhle, Public Health, and she indicate at this point, she suggests washing hands, using disinfectant, covering your cough, the same steps as preventing colds and flus. The department head meeting will include a discussion regarding continuity of service and precautionary measures. cdc.gov has many resources and information.

ADJOURN

The meeting adjourned at 9:06 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, March 16, 2020



RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

This was reviewed and signed by the Public Works/Finance Committee on March 9, 2020 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report February 2020 - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending February 29, 2020. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$2,669,210.35.

Payroll	\$1,106,155.00
Professional Services	\$62,387.00
Sanitation	\$315,212.00
Capital Outlay	\$150,822.00
Capital Outlay-Vehicles	\$383,607.00
Capital Outlay - Improvements	\$13,247.00
Supplies	\$97,947.00
Utilities	\$72,726.00
Contractual Payments	\$296,531.00
ACH Wells Fargo	\$50,137.00
Total	\$2,548,771.00

STAFF RECOMMENDATION

Confirm approval of the Disbursements Report for the month of February 2020.

PROPOSED ACTIONS

ACTION: Confirm approval of the Disbursements Report for the month of February 2020.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Cash & Investments Feb 2020
2. Revenue report Feb 2020
3. February 2020 Disbursement report

City of Moscow
Cash and Investments
Balances as of 2/29/2020

Fund		Year to Date Balance
General Fund	\$	6,649,351.26
Street Fund	\$	1,860,303.72
Culture & Recreation	\$	1,321,733.65
MSDCPF	\$	153,400.65
1912 Fund	\$	45,012.95
Transit Center	\$	83,022.10
Water Fund	\$	2,890,018.37
Sewer / WRRF	\$	4,707,175.84
Sanitation Fund	\$	2,789,750.15
Fleet Fund	\$	3,267,780.46
Information Systems	\$	2,189,883.49
Water Capital	\$	7,884,883.53
Sewer Capital	\$	11,085,722.44
Capital Projects	\$	11,266,299.92
Sanitation Capital	\$	5,910,329.36
LID construction	\$	98,715.63
Hamilton	\$	2,317,141.08
Bond & Interest	\$	460,013.14
LID Funds	\$	25,124.55
Payroll Service	\$	519,863.32
Total Cash & Investments	\$	65,525,525.61

RECEIPTS REPORT FOR February 2020

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	126,752.87	120,373.63	33,760.76	181,580.80	134,969.12	10,842.06	35,993.72	49,342.78	0.00	4,323.39	697,939.13
105	STREETS	17,182.24	0.00	0.00	14,624.78	24,523.77	0.00	0.00	43.88	0.00	0.00	56,374.67
120	RECREATION AND CULTURE	0.00	0.00	75.00	0.00	8,939.44	0.00	0.00	-162.06	0.00	0.00	8,852.38
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,405.12	0.00	0.00	0.00	0.00	0.00	0.00	5,405.12
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	1,438.71	0.00	0.00	0.00	0.00	0.00	1,438.71
220	WATER	0.00	0.00	0.00	0.00	429,765.82	0.00	42,389.05	0.00	0.00	0.00	472,154.87
230	SEWER	0.00	0.00	0.00	0.00	588,569.66	0.00	3,748.73	86.06	0.00	0.00	592,404.45
240	SANITATION	0.00	0.00	0.00	0.00	465,104.18	0.00	0.00	2,000.00	0.00	0.00	467,104.18
290	FLEET	0.00	0.00	0.00	0.00	97,358.01	0.00	0.00	0.00	0.00	0.00	97,358.01
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	117,298.00	0.00	0.00	0.00	0.00	0.00	117,298.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	14,274.84	488.00	0.00	944.71	15,707.55
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,430.53	1,430.53
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	3,660.43	0.00	0.00	0.00	3,660.43
590	BOND & INTEREST	20,424.98	0.00	0.00	0.00	0.00	0.00	47.01	0.00	0.00	0.00	20,471.99
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	164,360.09	120,373.63	33,835.76	201,610.70	1,867,966.71	10,842.06	100,113.78	51,798.66	0.00	6,698.63	2,557,600.02

DISBURSEMENTS REPORT FOR FEBRUARY 2020											
		ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE	FUND NAME	2/6/2020	2/13/2020	2/20/2020	2/20/2020	2/27/2020	2/14/2020 2/28/2020	2/13/2020	2/14/2020	2/28/2020	
BATCH #		00001.02.2020	00002.02.2020	00005.02.2020	00007.02.2020	00008.02.2020	00006.02.2020 00009.02.2020	00002.02.2020	00001.02.2020	00200.20.2020	
CHECK #'s		93929-94000	94001-94094	94095-94160	94161	94162-94236	February ACH and ITD ACH	94035	21162-21171	21172-21181	
Fund #	ACH for Wells Fargo to be Imported										0.00
101	GENERAL	21,824.28	15,688.88	117,980.44	1,165.58	32,977.00	20,918.14		324,935.82	340,347.13	875,837.27
105	STREETS	25,328.41	4,460.25	28,538.81		5,118.14	3,448.81		26,635.55	27,079.55	120,609.52
120	RECREATION AND CULTURE	9,314.64	17,973.31	29,069.02		21,297.33	4,470.54		56,318.78	54,789.55	193,233.17
121	MSD COMM. PLAY FIELDS	549.37	222.70	1,195.00		60.40					2,027.47
123	1912 CENTER			7,916.67							7,916.67
128	TRANSIT CENTER	391.78	1,880.20								2,271.98
220	WATER	23,950.60	12,756.58	27,726.25		13,109.68	4,388.47		55,589.01	50,255.74	187,776.33
230	SEWER	31,903.46	34,294.70	66,065.17		11,820.37	3,153.40		47,383.99	48,006.05	242,627.14
240	SANITATION		297,663.93	742.00		608.95			5,439.02	5,535.17	309,989.07
290	FLEET	15,425.68	381,315.86	6,136.36		17,477.16	3,413.66		11,800.11	11,927.41	447,496.24
295	INFORMATION SYSTEMS	17,796.88		12,304.69		25,310.84	10,323.34		19,972.64	20,139.50	105,847.89
320	WATER CAPITAL PROJECTS	8,539.39		234.00							8,773.39
330	SEWER CAPITAL PROJECTS					2,003.42					2,003.42
340	SANITATION CAPITAL PROJ										0.00
350	CAPITAL PROJECTS	6,986.65	13,238.00	55,383.26		87,171.88	3,021.00	(3,000.00)			162,800.79
355	LID CONSTRUCTION										0.00
380	HAMILTON - PARKS & REC										0.00
590	BONDS & INTEREST										0.00
	TOTAL	162,011.14	779,494.41	353,291.67	1,165.58	216,955.17	53,137.36	(3,000.00)	548,074.92	558,080.10	2,669,210.35

WIRE Transfers:

_____ Art Bettge

_____ Gina Taruscio

_____ Sandra Kelly

_____ Sarah L. Banks, Finance Director

CITY COUNCIL STAFF REPORT

DATE: Monday, March 16, 2020



RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on March 9, 2020 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Fourth Quarter Financial Report July 1, 2019 to September 30, 2019 for FY2019 - Sarah Banks

DESCRIPTION

Financial report for the fourth quarter of Fiscal Year 2019 (July 1, 2019 to September 30, 2019).

STAFF RECOMMENDATION

Approve the FY2019 Fourth Quarter Report.

PROPOSED ACTIONS

ACTION: Approve the FY2019 Fourth Quarter Report.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 4th Qtr 2019 Financial Report

City of Moscow
QUARTERLY FINANCIAL REPORT
Budget For Fiscal Year Ending September 30, 2019
SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

				Percent of Year 100%
				Budget to Actual
	Fund	Original Budget	Final Budget	September-19 YTD
				To Date
101	General Fund Revenues	15,957,040	15,957,040	15,703,463
	Salaries & Benefits	8,959,744	8,959,744	8,891,009
	Operations	4,005,314	4,005,314	3,206,663
	Capital Outlay	29,564	29,564	0
	Transfers	2,962,418	2,962,418	3,390,991
	Total General Fund Expenditures	15,957,040	15,957,040	15,488,662
105	Street Department Revenues	3,568,041	3,568,041	3,194,679
	Salaries & Benefits	879,634	879,634	686,147
	Operations	1,205,132	1,205,132	937,994
	Capital Outlay	0	0	0
	Transfers	1,483,275	1,483,275	1,616,465
	Total Street Fund Expenditures	3,568,041	3,568,041	3,240,606
120	Recreation & Culture Revenues	3,290,264	3,294,664	2,739,135
	Salaries & Benefits	1,919,703	1,919,703	1,690,098
	Operations	1,301,703	1,306,103	1,022,069
	Capital Outlay	68,558	68,558	0
	Debt Service	0	0	0
	Transfers	300	300	80,300
	Total Parks & Rec Expenditures	3,290,264	3,294,664	2,792,466
121	MSD Community Playfields Revenues	146,349	163,182	135,797
	Salaries & Benefits	62,838	62,838	55,813
	Operations	79,500	96,333	74,029
	Transfers	4,011	4,011	4,011
	Total MSD Community Playfields	146,349	163,182	133,853
123	1912 Center Revenues	106,100	106,100	68,090
	Operations	106,100	106,100	101,540
	Capital Outlay	0	0	0
	Total 1912 Center Expenditures	106,100	106,100	101,540
128	Transit Center Revenues	66,716	66,716	35,366
	Operations	66,716	66,716	20,816
	Total Transit Center Fund	66,716	66,716	20,816
220	Water Fund Revenues	6,633,223	6,633,223	6,067,630
	Salaries & Benefits	1,379,490	1,379,490	1,244,307
	Operations	2,032,278	2,032,278	1,385,288
	Capital Outlay	330,800	330,800	147,882
	Transfers	2,890,655	2,890,655	3,500,655
	Total Water Fund Expenditures	6,633,223	6,633,223	6,278,132
230	Sewer Fund Revenues	8,082,005	8,082,005	8,301,388
	Salaries & Benefits	1,366,860	1,366,860	1,203,183
	Operations	1,679,918	1,679,918	1,382,739
	Capital Outlay	525,000	525,000	63,452
	Debt Service	1,110,794	1,110,794	1,024,325
	Transfers	3,399,433	3,399,433	3,399,433
	Total Sewer Fund Expenditures	8,082,005	8,082,005	7,073,133

240	Sanitation Fund Revenues	6,004,699	6,004,699	6,337,109	105.54%
	Salaries & Benefits	100,692	100,692	127,030	126.16%
	Operations	4,410,336	4,410,336	4,213,603	95.54%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,493,671	1,493,671	1,659,671	111.11%
	Total Sanitation Fund	6,004,699	6,004,699	6,000,304	99.93%
290	Fleet Management Revenues	2,210,115	2,880,087	2,223,761	77.21%
	Salaries & Benefits	333,250	333,250	311,469	93.46%
	Operations	1,056,195	1,056,195	439,101	41.57%
	Capital Outlay	809,470	1,479,442	1,372,246	92.75%
	Debt Service	11,200	11,200	6,344	56.64%
	Transfers	0	0	0	0.00%
	Total Fleet Management Expenditures	2,210,115	2,880,087	2,129,159	73.93%
295	Information Systems	1,581,637	1,593,637	1,370,475	86.00%
	Salaries & Benefits	469,600	469,600	465,204	99.06%
	Operations	1,092,305	1,092,305	626,641	57.37%
	Capital Outlay	15,732	27,732	30,725	110.79%
	Transfers	4,000	4,000	4,000	100.00%
	Total Information Systems Expenditures	1,581,637	1,593,637	1,126,570	70.69%
	Revenue for Miscellaneous Funds				
320	Water Construction Fund	6,839,895	6,839,895	2,097,068	30.66%
330	Sewer Construction Fund	8,695,601	8,695,601	2,211,429	25.43%
340	Sanitation Construction Fund	5,346,655	5,346,655	760,477	14.22%
350	Capital Projects Fund	6,854,736	7,812,356	3,436,868	43.99%
355	LID Construction Fund	180,313	180,313	4,038	2.24%
380	Hamilton P & R	239,792	239,792	55,605	23.19%
590	Bond & Interest Debt Service Fund	10,010,295	10,860,295	9,765,975	89.92%
595	LID Bonded Debt Service Fund	29,989	29,989	1,207	4.03%
	Total Miscellaneous Fund Revenue	38,197,276	40,004,896	18,332,668	45.83%
	Expenses for Miscellaneous Funds				
320	Water Construction Fund	6,839,895	6,839,895	944,488	13.81%
330	Sewer Construction Fund	8,695,601	8,695,601	412,698	4.75%
340	Sanitation Construcion Fund	5,346,655	5,346,655	0	0.00%
350	Capital Projects Fund	6,854,736	7,812,356	4,953,842	63.41%
355	LID Construction Fund	180,313	180,313	35,168	19.50%
380	Hamilton P & R	239,792	239,792	261,795	109.18%
590	Bond & Interest Debt Service Fund	10,010,295	10,860,295	971,529	8.95%
595	LID Bonded Debt Service Fund	29,989	29,989	15,000	50.02%
	Total Miscellaneous Fund Expenses	38,197,276	40,004,896	7,594,520	18.98%
	Total City Revenue (1)	85,843,465	88,354,290	64,509,560	73.01%
	Total City Expenses	85,843,465	88,354,290	51,979,760	58.83%

Note: Citizens are invited to inspect the detailed supporting records of the above financial statements.

(1) Revenues do not include beginning fund balance as a resource available in this report

CITY COUNCIL STAFF REPORT

DATE: Monday, March 16, 2020



RESPONSIBLE STAFF

Dwight Curtis, Parks & Recreation Director

REVIEWED BY

This was reviewed by the Administrative Committee on March 9, 2020 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Request Authorization for Beer Garden for Renaissance Fair 2020 - Dwight Curtis

DESCRIPTION

Renaissance Fair 2020 is requesting that the City Council approve a Resolution allowing them to have a beer garden catered by a licensed vendor in East City Park for Renaissance Fair on May 2, 2020 between 11:00 a.m. and 7:30 p.m., and May 3, 2020, from 11:00 p.m. and 5:30 p.m. The event is open to the public and there have been no issues related to this request since the first beer garden request was approved in 2016.

The location of the beer garden has not changed and the map is attached.

Security will be provided by Allied Universal Security Services. No City police officers are required. The Chief of Police has reviewed the request, as well as the safety requirements addressed in the agreement, and had no issue with this request.

This request was reviewed by the City Attorney without issue.

STAFF RECOMMENDATION

No Recommendation

PROPOSED ACTIONS

ACTION: Approve the resolution authorizing the beer garden request for 2020 Moscow Renaissance Fair.

FISCAL IMPACT

PERSONNEL IMPACT

None

ATTACHMENTS

1. RenFair 2020 Beer-Wine Agreement 2-5-20
2. RenFair 2020 Beer-Wine Hold Harmless Agreement 2-5-20
3. RenFairMap2020
4. MEMORANDUM-2020-MRFAcoholUsePermit

RESOLUTION NO. 2020 -

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE IN EAST CITY PARK UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS, PURSUANT TO MOSCOW CITY CODE 5-13-4(B); PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code 5-13-4(B) prohibits the possession of alcoholic beverages while present in a public park in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by Council by Resolution; and

WHEREAS, East City Park in Moscow is a City Park as defined at Moscow City Code 5-13-3(D) (hereinafter “the Park”); and

WHEREAS, Moscow Renaissance Fair (hereinafter “the Permitted Event(s)”) is an event or series of events sponsored by Moscow Renaissance Fair (hereinafter “the Event Sponsor”), intended to promote family and community fellowship; and

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and/or wine under certain conditions contained herein, and during limited hours during the Permitted Event(s); and

WHEREAS, the Event Sponsor has paid the fee associated with the consideration of this Resolution; and

WHEREAS, Council wishes to prohibit the sale and/or consumption of liquor during the Permitted Event(s); and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes that the specific regulations contained herein balance health and safety concerns of citizens, with the desire to promote responsible consumption of beer and wine; and

WHEREAS, nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within City limits; and

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of the Event Sponsor or of the Permitted Event(s), and/or its affiliates, associations, contributors, supporters, participants, etc.;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho as follows:

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING MOSCOW RENAISSANCE FAIR 2020:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (and not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event(s). Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event(s) held on the 2nd day of May 2020, from 11:00 a.m. to 7:30 p.m. and on the 3rd day of May, 2020 from 11:00 a.m. to 5:30 p.m. local time.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event(s) at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the City Clerk one (1) copy of written proof that the licensed vendor has current, paid up, off-premise alcoholic beverage liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. No less than ten (10) days prior to the first activity of the Permitted Event(s) herein described, the Event Sponsor shall deliver to the City Clerk one (1) copy of written proof that the Permitted Event(s) has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event(s).
3. City shall be named as an additional insured on the insurance policy of the licensed vendor.
4. No less than ten (10) days prior to the Permitted Event(s), the Event Sponsor shall deliver to the City Clerk the signed original of the agreement, attached as Exhibit "A", with City to defend, hold harmless and indemnify City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Event Sponsor use of the Park premises.
5. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time he/she reasonably determines that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or his/her designee to terminate all or part of the Permitted Event(s).

Vendor:

1. There shall be only one (1) licensed vendor of beer and/or wine at the Permitted Event(s);
2. All alcoholic beverages shall be sold only by a licensed vendor;
3. Every licensed vendor shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a catering permit;
4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the City Clerk no less than ten (10) days prior to the Permitted Event(s) at which such licensed vendor shall sell alcoholic beverages;
5. The City shall play no role in determining which vendor shall be selected to sell beer and/or wine beverages in the Park during the Permitted Event(s); described herein
6. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event(s). These persons shall be clearly identified and shall be stationed at the entrance to the designated sales and consumption area and no less than ten feet (10') from any sales or dispensing counter;

7. There shall be at least two (2) security officers from a City-approved security firm, clearly identified as such, providing security on duty at all times whenever beer and/or wine is being served. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event(s), including, but not limited to, every police officer required by this Agreement.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event(s) at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the City Clerk three (3) copies of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer and/or wine garden within the Park; (b) the barricade, sales and/or dispensing area, consumption area, entry and exit points; (c) identification checking station; and (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow City Parks and Recreation Director or his/her designee, and by the Moscow Chief of Police prior to the Permitted Event(s).
2. All beer and/or wine sales and consumption shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution;
3. The designated sales and service area(s) shall be physically separated from the rest of the Park by a barricade which is no less than forty four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map required by this Resolution. All sales, dispensing, service, and consumption shall take place inside the approved barricade;
4. All food sales and service shall be located outside the approved barricade and have a space of no less than ten feet (10') between the approved barricade and food sales or service area;
5. No person shall be allowed to purchase, consume or possess alcohol other than within the area designated for beer/wine sales and consumption as shown on the map required by this Resolution;
6. There shall be no more than one (1) entrance and one (1) exit to each area designated for beer and/or wine consumption, as shown on the map required by this Resolution;
7. All beer and/or wine shall be dispensed in and consumed from its original container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage;
8. Every occupant within the area(s) designated for beer and/or wine consumption shall provide identification to law enforcement officers or City employees who request it.
9. No person under twenty one (21) years of age shall be present in the area(s) designated for beer and/or wine sales or consumption at any time beer/wine is being served.
10. A sign shall be prominently posted at or near the entrance and exit to each area designated for beer and/or wine sales or consumption stating that entrance by persons under twenty one (21) years of age is prohibited.
11. Beer and wine shall be sold only within the designated areas at the Park only between the hours of 11:00 a.m. and 7:30 p.m. local time on the 2nd^h day of May, 2020 and between the hours of 11:00 a.m. and 5:30 p.m. local time on the 3rd day of May, 2020.
12. Beer and wine shall be consumed only within the designated area at the Park only between the hours of 11:00 a.m. and 7:30 p.m. local time on the 2nd^h day of May, 2020 and between the hours of 11:00 a.m. and 5:30 p.m. local time on the 3rd day of May, 2020, during the Permitted Event(s);
13. No person shall carry or consume an alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event(s) and consumed within the

approved consumption area. Consumption of alcohol within the Park and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

Failure To Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits in public parks for a period of no less than five (5) years.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of _____, 2020.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Attachment: Hold Harmless Agreement

AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY
BETWEEN CITY OF MOSCOW, IDAHO AND
MOSCOW RENAISSANCE FAIR
FOR THE MOSCOW RENAISSANCE FAIR EVENT

THIS AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and the sponsor of the event, Moscow Renaissance Fair (hereinafter "RENFAIR"), is made and entered into this _____ day of _____, 2020.

WHEREAS, Resolution No. 2020-_____ of the City of Moscow, Idaho, passed and approved on the _____ day of _____, 2020, provides, in part, for the person(s) and or group holding the approved event to enter into an agreement with CITY to defend, hold harmless and indemnify CITY, its agents, servants, employees, officers, and contractors from any and all claims, causes of action, or damages which may arise from the sponsor's use of CITY Park premises for the approved event; and

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY and RENFAIR agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY;

RENFAIR, through its duly and specifically authorized agents, hereby releases CITY and agrees, contracts and covenants not to bring suit, and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by RENFAIR's own agents, officers, employees and representatives to which RENFAIR might otherwise be immune, arising from the Moscow Renaissance Fair event scheduled to occur May 2, 2020 through May 3, 2020, permitted under the terms of Resolution No. 2020-_____, except for claims based upon the sole negligent, intentional acts of CITY.

RENFAIR expressly agrees that this indemnity provision extends to any and all claims for injury, sickness, or death of any person, including officers, employees, agents and representatives arising out of, related to, or caused by the presence, dispensing, sale, gift, or ingestion of alcohol by RENFAIR or its officers, employees, agents and representatives including, but not limited to, the caterer and/or vendor of alcohol during the Moscow Renaissance Fair event.

Inspection, review and/or acceptance by CITY of any activity performed by or during Moscow Renaissance Fair or any activity or non-activity by CITY police officers or other officers, employees, agents or representatives of CITY, shall not be grounds for avoidance of any of the

covenants of defense, indemnification or hold harmless by RENFAIR in behalf of CITY contained in this Agreement.

RENFAIR agrees that she/he (i) has read the foregoing Agreement, understands it, and agrees with its contents and conditions; (ii) has had an opportunity to speak with legal counsel prior to signing this Agreement; and (iii) understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement.

SIGNED this ____ day of _____, 2020.

RENFAIR

CITY OF MOSCOW, IDAHO

Randy Emerson, President

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, appeared Randy Emerson, known to me to be the person named above and acknowledged that he executed the foregoing document as having been specifically authorized and having authority to bind Moscow Renaissance Fair to this Agreement.

Notary Public for the State of Idaho
Residing at _____
My commission expires _____



MEMORANDUM

19 February, 2020

To: Dwight Curtis, Director
City of Moscow Parks and Recreation Department

From: Dean Pittenger, Beer Garden Coordinator
Randy Emerson, President
Moscow Renaissance Fair
P.O. Box 8848, Moscow, ID 83843
Dean Pittenger Cell: 208-874-7144

Re: Request for Alcohol Permit for 2020 Moscow Renaissance Fair

The sole mission of the Moscow Renaissance Fair (MRF) is to produce Moscow's annual celebration of spring. Always held the weekend of the first Sunday in May, the two-day craft and music festival provides a venue for area artists, craftspeople and musicians, and a fundraising opportunity for local non-profit groups, which run all the food booths. There is no charge for admission and many free activities for children. Held outdoors in East City Park, our main motivation is to encourage the community to get outside and throw off winter – dance, have fun with kids and meet up with friends to enjoy great music, exceptional shopping and fantastic food.

Given the continued success and popularity of the MRF Beer Garden, we look forward to sponsoring this event in 2020. We will work with Moscow Brewing Company this year. The beer garden will remain in the same location as last year - just north of, and adjacent to, the Peter Basoa Stage in East City Park. A map of the park showing the location of the approximately 60' x 35' area is attached. A portion of this area may be covered by an awning (weather dictated) and the entire area will be fenced as per the standard Resolution conditions. The beverages will be vended from a tent erected along the pavement at the NE corner of the asphalt apron adjacent to the stage.

In keeping with the policy of the Moscow Renaissance Fair that crafters, artisans and food providers create what they sell, we are pleased to work with Moscow Brewing Company. We are working closely with Owner Aaron Hart to ensure a safe, enjoyable weekend for all. Their catering permit request has been filed with Moscow City Clerk, Laurie Hopkins. Both Moscow Brewing Company and Moscow Renaissance Fair have purchased insurance policies as per the Resolution conditions and will file proof of such with the City Clerk as soon as possible.

The 2020 Moscow Renaissance Fair will take place Saturday, May 2nd, and Sunday, May 3rd. The fair starts up at 10:00 a.m. both days. Music ends at 7:30 p.m. on Saturday and the fair closes at 5:30 p.m. on Sunday. The beer garden will be open 11:00AM to 7:30 p.m. on Saturday and 11-5:30 p.m. on Sunday.

Moscow Renaissance Fair has engaged Allied Universal Security to provide security in the beer garden as recommended by Moscow Police Department Chief James Fry. Two (2) Allied Universal Security

professionals will be present at all times while alcohol is being served. Moscow Brewing Company will provide staff to check IDs at the entrance to the beer garden. There will be a single opening in the fence on the south side of the area for both entrance and exit posted with an "Over 21 Only" sign. Only beer, wine, and cider will be sold in the beer garden and only by Moscow Brewing Company Brewery staff.

Summary

Event: 47th Annual Moscow Renaissance Fair

Dates/hours of event: Saturday, May 2, 2020, 10:00 a.m. to 7:30 (beer garden 11:00 a.m. – 7:30 p.m.)
Sunday, May 3, 2020, 10:00 a.m. to 5:30 p.m. (beer garden 11:00 a.m. - 5:30 p.m.)

Event sponsor: Moscow Renaissance Fair

P.O. Box 8848

Moscow, ID 83843

Contacts:

Dean Pittenger, Beer Garden coordinator, 208-874-7144, dpitt@moscow.com

Randy Emerson, MRF President, 509-595-6004, president@moscowrenfair.org

Vendor: The Moscow Brewing Company, LLC

630 N. Almon St. Suite 130

Moscow, ID 83843

208-596-4058

Contact: Aaron Hart

Proposed changes to standard Resolution:

1. Beer and wine may be dispensed from taps and thus not in original containers.

CITY COUNCIL STAFF REPORT

DATE: Monday, March 16, 2020



RESPONSIBLE STAFF

Dwight Curtis, Parks & Recreation Director

REVIEWED BY

This was reviewed by the Administrative Committee on March 9, 2020 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Request Authorization for Beer Garden for Rendezvous in the Park 2020 - Dwight Curtis

DESCRIPTION

Rendezvous in Moscow, Inc. is requesting that the City Council approve a Resolution allowing them to have a beer garden catered by a licensed vendor in East City Park for Rendezvous in the Park 2020 between 4:00 p.m. and 10:00 p.m. on July 16th, 17th, and 18th. The event is open to the public and there have been no issues related to this request since the first beer garden request was approved.

The location of the beer garden has not changed and the map is attached.

Security will be provided by Allied Universal Security Services. No City police officers are required. The Chief of Police has reviewed the request, as well as the safety requirements addressed in the agreement, and had no issue with this request.

This request was reviewed by the City Attorney without issue.

STAFF RECOMMENDATION

No recommendation

PROPOSED ACTIONS

ACTION: Approve the resolution authorizing the beer garden request for Rendezvous in the Park 2020.

FISCAL IMPACT

PERSONNEL IMPACT

None

ATTACHMENTS

1. Beer-WineRendezvousInThePark2020(HoldHarmless)_clean 2-27-2020
2. Beer-WineRendezvousInThePark-Resolution-2020

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY
BETWEEN CITY OF MOSCOW, IDAHO AND
RENDEZVOUS IN MOSCOW, INC., FOR
THE RENDEZVOUS IN THE PARK EVENT

THIS AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and the sponsor of the event, Rendezvous In Moscow, Inc. (hereinafter "SPONSOR"), is made and entered into this _____ day of _____, 2020.

WHEREAS, Resolution No. 2020-_____ of the City of Moscow, Idaho passed and approved on the _____ day of _____, 2020 provides, in part, for the person(s) and or group holding the approved event to enter into an agreement with CITY to defend, hold harmless, and indemnify CITY, its agents, servants, employees, officers and contractors from any and all claims, causes of action, or damages which may arise from the SPONSOR's use of CITY park premises for the approved event; and

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY and SPONSOR, agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY

SPONSOR, through its duly and specifically authorized agents, hereby releases CITY and agrees, contracts and covenants not to bring suit, and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives to which SPONSOR might otherwise be immune, arising from the event scheduled to occur the 16th, 17th, and 18th days of July, 2020, permitted under the terms of Resolution No. 2020-_____.

SPONSOR expressly agrees that this indemnity provision extends to any and all claims, losses, actions or judgments for damages to property or injury, sickness or death to persons, arising out of, or in connection with, the acts and/or any performances or activities of SPONSOR, SPONSOR's officers, employees, agents, and representatives, or caused by the presence, dispensing, sale, gift, or ingestion of alcohol by SPONSOR or its officers, employees, agents, and representatives including, but not limited to, the caterer and/or vendor of alcohol during the event.

Inspection, review and/or acceptance by CITY of any activity performed by or during the event or any activity or non-activity by CITY police officers or other officers, employees, agents or representatives of CITY shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY contained in this Agreement. SPONSOR agrees that she/he (i) has read the foregoing Agreement, understands it, and agrees with its contents and conditions; (ii) has had an opportunity to speak with legal counsel prior to signing this Agreement; and (iii) understands that the terms of this Agreement are contractually

and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement.

I Cyndi Faircloth, Co-Chair, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I have the authority to bind Rendezvous In Moscow, Inc. to this Agreement.

SIGNED this _____ day of _____, 2020.

RENDEZVOUS IN MOSCOW, INC.

CITY OF MOSCOW, IDAHO

Cyndi Faircloth, Co-Chair

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

RESOLUTION NO. 2020 -

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE IN EAST CITY PARK UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 5-13-4B; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code 5-13-4B prohibits the possession of alcoholic beverages while present in a public park in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, East City Park in Moscow is a City park as defined in Moscow City Code 5-13-3.D. (hereinafter “the Park”); and

WHEREAS, Rendezvous in the Park (hereinafter “the Permitted Event”) is an event or series of events sponsored by Rendezvous In Moscow, Inc., (hereinafter “the Event Sponsor(s)”), intended to promote family and community fellowship; and

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and/or wine under certain conditions, contained herein and during limited hours during the Permitted Event; and

WHEREAS, Council wishes to prohibit the sale and/or consumption of liquor during the Permitted Event; and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes that the specific regulations contained herein balance health and safety concerns of citizens with the desire to promote responsible use of alcoholic beverages; and

WHEREAS, nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within City limits (including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit); and

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of the Event Sponsor(s) or of the Permitted Event, and/or its affiliates, associations, contributors, supporters, participants, etc.;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho as follows:

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING RENDEZVOUS IN THE PARK 2020:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 16th, 17th, and 18th days of July, 2020, from 4:00 p.m. to 10:00 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor(s) shall deliver to the City Clerk one (1) copy of written proof that the licensed vendor has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor(s) shall deliver to the City Clerk one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event.
3. City shall be named as an additional insured on the insurance policy of the licensed vendor.
4. No less than ten (10) days prior to the Permitted Event, the Event Sponsor(s) shall deliver to the City Clerk the signed original of the Agreement, attached as Exhibit "A", with City to defend, hold harmless and indemnify City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Event Sponsor(s) use of the Park premises.
5. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time he/she reasonably determines that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or his designee to terminate all or part of the Permitted Event.

Vendor:

1. There shall be only one (1) licensed vendor of beer and/or wine at the Permitted Event;
2. All beer and/or wine shall be sold only by a licensed vendor;
3. Every licensed vendor shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit;
4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided

to the City Clerk no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell beer and/or wine;

5. The City shall play no role in determining which vendor shall be selected to sell alcoholic beverages in the Park during the Permitted Event; described herein
6. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed no less than ten feet (10') from the vendor's sales or dispensing counter;
7. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and/or wine is being served during the Permitted Event. The Event Sponsor(s) shall have sole discretion on who will provide security at the Permitted Event and shall be responsible for all payment and costs associated with such security services.
8. The Event Sponsor(s) and City both specifically understand and acknowledge that the Event Sponsor(s) shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor(s) for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the City Clerk three (3) copies of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer and/or wine garden within the Park; (b) the barricade, sales and/or dispensing area, consumption area, entry and exit points; (c) identification checking station; and (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow City Parks and Recreation Director or his/her designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and/or wine sales and consumption shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution;
3. The designated sales and service area(s) shall be physically separated from the rest of the Park by a barricade which is no less than forty four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map required by this Resolution. All sales, dispensing, service, and consumption shall take place inside the approved barricade;
4. All food sales and service shall be located outside the approved barricade and have a space of no less than ten feet (10') between the approved barricade and food sales or service area;
5. No person shall be allowed to purchase, consume or possess beer and/or wine other than within the area designated for beer/wine sales and consumption as shown on the map required by this Resolution;
6. There shall be no more than one (1) entrance and one (1) exit to each area designated for beer and/or wine consumption, as shown on the map required by this Resolution;
7. All beer and/or wine shall be dispensed in and consumed from its original container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage;
8. Every occupant within the area(s) designated for beer and/or wine consumption shall provide identification to law enforcement officers or City employees who request it.

9. No person under twenty one (21) years of age shall be present in the area(s) designated for beer and/or wine sales or consumption at any time beer and/or wine is being served.
10. A sign shall be prominently posted at or near the entrance and exit to each area designated for beer and/or wine sales or consumption, stating that entrance by persons under twenty one (21) years of age is prohibited.
11. Beer and wine shall be sold only within the designated areas at the Park only between the hours of 4:00 p.m. and 10:00 p.m. local time on the 16th, 17th, and 18th days of July, 2020, during the Permitted Event.
12. Beer and wine shall be consumed only within the designated area at the Park only between the hours of 4:00 p.m. and 10:00 p.m. local time on the 16th, 17th, and 18th days of July, 2020, during the Permitted Event.
13. No person shall carry or consume any alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event and consumed within the approved consumption area. Consumption of alcohol within the Park and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

Fee:

The Event Sponsor shall submit to the City Clerk, within ten (10) days of the event, the required fee established by Council that is associated with this Resolution.

Failure To Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits in public parks for a period of no less than five (5) years.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of _____, 2020.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Signature of Authorized Representative:

I, _____, as the authorized representative of the Event Sponsor have read, understood, and agree to fulfill all of the conditions and obligations set forth in this Resolution.

Signature

Date

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Rendezvous In Moscow, Inc.

Notary Public for the State of Idaho
Residing at _____
My commission expires _____

Exhibit A



CITY COUNCIL STAFF REPORT

DATE: Monday, March 16, 2020



RESPONSIBLE STAFF

James Fry, Police Chief

REVIEWED BY

This was reviewed by the Administrative Committee on March 9, 2020 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Law Enforcement Mutual Assistance Agreements with Multiple Agencies - James Fry

DESCRIPTION

The City of Moscow benefits from having mutual aid agreements with surrounding law enforcement agencies. These agreements provide that when assistance is needed for a mutual aid partner to meet the need of an emergency, another partner may render that assistance. The Moscow Police Department would like to enter into mutual aid agreements with the Clarkston Washington Police Department, the Whitman County Washington Sheriff's Office, and the Asotin County Washington Sheriff's Office. Each agency has determined that cooperative provision of law enforcement assistance across jurisdictional lines will enhance the ability of the agency to preserve the safety and welfare of the entire geographic area.

These individual Compacts will permit the Moscow Police Department to cooperate to their mutual advantage, utilizing services and equipment to provide mutual assistance to the other agencies in case of an emergency where one of the agencies may need the assistance from the Moscow Police Department (and vice versa) to provide law enforcement protection and control. The duty of each agency under this Compact is wholly discretionary. Examples of such incidents are: SWAT team call-outs, riots, Internet Crimes Against Children cases, etc. Each agency is responsible for their own employees' expenses, wages, fringe benefits, worker's compensation and wear and tear on equipment. This was reviewed by the Administrative Committee on March 9, 2020 and recommended for approval.

STAFF RECOMMENDATION

Approve the three individual Mutual Assistance Compact Agreements between the City of Moscow, Whitman County, Washington Sheriff's Office, Asotin County, Washington Sheriff's Office, and the City of Clarkston, Washington.

PROPOSED ACTIONS

ACTION: Approve the three individual Mutual Assistance Compact Agreements between the City of Moscow, Whitman County, Washington Sheriff's Office, Asotin County, Washington Sheriff's Office, and the City of Clarkston, Washington.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Mutual Assistance Compact Clarkston (final)
2. Mutual Assistance Compact Asotin County (final)
3. Mutual Assistance Compact Whitman County (final)

**LAW ENFORCEMENT MUTUAL ASSISTANCE COMPACT
BETWEEN CITY OF MOSCOW, IDAHO AND
CITY OF CLARKSTON, WASHINGTON**

THIS LAW ENFORCEMENT MUTUAL ASSISTANCE COMPACT BETWEEN CITY OF MOSCOW, IDAHO AND CITY OF CLARKSTON, WASHINGTON (hereinafter "Compact"), is entered into effective the _____ day of _____, 2020 by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "MOSCOW") and City of Clarkston, Washington, a municipal corporation of the state of Washington, 829 5th Street, Clarkston, WA 99403 (hereinafter "CLARKSTON") and each of the above entities' respective law enforcement departments, all being political subdivisions, or governmental entities, of or within the State of Idaho and the State of Washington herein each individually referred to as a "Party", and collectively, the "Parties."

WITNESSETH:

WHEREAS, each Party hereto is legally authorized to provide police services in the communities of Moscow, Idaho and Clarkston, Washington, respectively;

WHEREAS, each Party is authorized to enter into this Compact under and pursuant to Idaho Code § 67-2337(2)(4) and the Revised Washington Code (RWC) 10.93.090(2), respectively;

WHEREAS, each Party owns and maintains equipment and employs personnel who are trained to provide police services;

WHEREAS, each Party has sufficient equipment and personnel to enable it to provide such assisting services to the other Party under this Compact;

WHEREAS, the geographical boundaries of each Party under this compact are immediately adjacent to and located in such a manner as to enable each Party to render mutual assistance to the other; and

WHEREAS, each Party has determined that the cooperative provision of law enforcement assistance across jurisdictional lines will enhance the ability of each to preserve the safety and welfare of the entire geographic area;

NOW, THEREFORE, subject to the limitations of this Compact and in order to provide the above mutual assistance between MOSCOW and CLARKSTON, it is hereby agreed as follows:

SECTION 1: IMPLEMENTATION, DURATION, AND TERMINATION

This Compact shall not be effective until it is approved by the Mayor and the Police Chief of the MOSCOW and by the Mayor and the Police Chief of CLARKSTON. It shall continue in full force and effect until terminated by either Party. Termination shall be given in written form,

signed by the official or public agent having power of control and a copy given to the other Party, and will be effective immediately upon receipt of the written notification of termination.

SECTION 2: PURPOSE OF MUTUAL ASSISTANCE

The purpose of this Compact is to permit the Parties to cooperate to their mutual advantage, utilizing services and equipment to provide mutual assistance to the other Party for duties associated with law enforcement protection and control in the case of an emergency where one of the Parties may need the assistance of the other Party to provide such law enforcement, protection and control. The duty of each Party under this Compact is wholly discretionary, but each Party agrees that it will provide such assistance to the extent it determines that it has sufficient equipment and personnel to provide the requested assistance. All Parties agree that it is not the purpose of the Compact to provide the normal and usual law enforcement, police protection, and police patrol which it performs as a public agency. Each Party acknowledges that it has no right to demand of another Party that it provide any specific assistance under any circumstances.

SECTION 3: REQUEST FOR ASSISTANCE

When an emergency involving the safety or welfare of person or property exists within the jurisdiction of either of the Parties and assistance is needed or desired, the chief law enforcement officer or the highest ranking official of that law enforcement agency who is available at the time the assistance is requested shall notify the other Party of such emergency and the need for law enforcement assistance. The request may be oral, which shall be confirmed in writing, and shall specify the time and place of the requested assistance, the equipment and the personnel requested, and the name of the official who is in charge of the police protection or police control at the place where assistance is requested. Such assistance shall be rendered according to the procedures of the Party requesting assistance until such time as there is a plan developed by the Parties, after which each Party and its employees shall render assistance in accordance to the plan.

SECTION 4: PLANNING

The chief law enforcement officer or their respective designees may develop operational plans for any mutual assistance under this Compact. The plan may indicate the procedures to be followed in responding to a request for assistance.

The chief law enforcement officer or the commanding officers of the Parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where mutual assistance may be needed. This Compact may be supplemented by schedules and lists of types of equipment and personnel that would be dispatched under certain circumstances. In addition, the Parties may engage in mutual training sessions to ensure the efficient operation of this Compact.

SECTION 5: RESPONSE TO REQUEST

Only the chief law enforcement officer of a responding participating agency may determine whether or not to respond to a request for emergency law enforcement assistance under this Compact, or in the absence of the chief law enforcement officer, a designee named by title of position held with the responding agency.

Law enforcement personnel responding to a request for emergency assistance shall meet reasonable training or certification standards as required by each state's Certification Standards. If the responding agency agrees to provide mutual assistance, it shall notify the requesting agency of

the equipment and personnel which will be engaged in such assistance as well as the time it/they will be provided and the name of the person who will be in charge of providing the assistance. If the amount of assistance varies after the initial request for assistance is made, the responding agency shall amend the notification so that the requesting agency will know what assistance was intended.

SECTION 6: RESPONSIBILITIES OF PARTIES

- A. Participation of Parties in activities and operations governed by this Compact is voluntary.
- B. Participation of Parties in activities and operations governed by this Compact does not create any employer/employee relationship nor does it create any property rights.
- C. The Parties shall have no authority to enter into contracts or agreements on behalf of the other Party. This Compact does not create a partnership between the agencies.
- D. Direction and control over any investigation or activity covered by this Compact shall be the responsibility of the Party in whose jurisdiction the investigation or activity occurs.
- E. The Parties, during the performance of this Compact, agree to comply with all applicable requirements of Federal and State statutes, rules and regulations.
- F. Parties shall complete reports of investigations and activities on a timely and accurate basis. Records kept in regard to investigations and activities shall be kept by the Party with jurisdiction over the investigation or activity. The release of such documents, if any, shall comport to the legal requirements of the jurisdiction of the Party in custody of such records. No records shall be released without written authorization from the entity in whose jurisdiction the investigation or activity occurred.
- G. Parties shall cooperate with the prosecution of any cases filed as a result of the assistance provided, including receiving out of state subpoena's, meeting with the handling jurisdiction's prosecutor and testifying in Court.
- H. Press releases concerning investigations and activities conducted by Parties under this Compact shall be made by the Party with jurisdiction over the investigation or activity. Prior to the release of any information, the Party with jurisdiction should consult with the other Party.
- I. The Parties and their respective personnel operating under the authority of this Compact shall comply with the provisions of Idaho Code §67-2337, entitled "Extraterritorial Authority of Peace Officers" and RWC 10.93.090, Entitled "Specially Commissioned Peace Officer – Powers of, Circumstances", which gives peace officers reciprocal police powers while performing duties outside of their normally recognized jurisdictional boundaries. Law enforcement officers of the Parties operating under said extension of authority shall comply with all the statutory conditions specified in the Idaho or Washington statute, whichever is applicable. With the exception of investigations or activities initiated in their jurisdiction and those investigations and activities initiated under this or other mutual assistance compacts, personnel of Parties shall not be assigned duties outside their jurisdiction. Extended duties covered under this Compact outside a jurisdiction shall require approval of the Chief of Police or his or her designee.
- J. Officers of the Parties shall conduct themselves as professional law enforcement officers. Officers shall adhere to their respective policies and procedures concerning personnel matters, conduct, use and care of equipment, and performance of duties. Acts of actual or alleged misconduct shall be reported to the appropriate law enforcement head in accordance with the

- respective policies and procedures. Investigation, action and/or discipline taken with regard to actual or alleged misconduct, if any, shall be the responsibility of the accused officer's employer.
- K. When the mutual assistance requested is no longer required, the requesting Party shall notify the responding Party of the release of its command of all equipment and personnel and such shall be returned to their normal place of operation.
 - L. Each Party is responsible for their own employees' expenses, wages, fringe benefits, worker's compensation, and wear and tear on equipment.
 - M. Response Time: As soon as available, may have to decline because of personnel issues.

SECTION 7: STANDARD OF CONDUCT

Each officer providing assistance shall maintain the standards of professional conduct as required by the standards of the requesting agency. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine whether there has been any breach of professional standards and to carry out the appropriate discipline, if any. However, the requesting agency may request that a particular officer be removed from a particular situation or from the jurisdiction and the responding agency will honor such a request as soon as practicable. At all times, the responding officers will be assigned duties customarily and lawfully performed by law enforcement officers in their respective jurisdictions and there shall be due and usual regard given to the personal safety of the officers and public consistent with needs or circumstances and the law enforcement problem being addressed.

SECTION 8: CROSS-DEPUTIZATION

By each Party's signature to this Compact, the Parties authorize special commissioning to the full extent authorized by Washington and Idaho law. The Parties herein authorize the cross-deputization of its officers or responding officers when operating under the terms of this Compact to facilitate its intent.

SECTION 9: COMMAND OF EQUIPMENT AND PERSONNEL

The requesting Party shall have on-site command and direction of equipment and personnel provided by the responding Party. The requesting Party shall always keep the responding Party advised as to the person who is exercising command and direction. The requesting Party and the responding Party shall utilize the incident command system (ICS). When requested by the requesting Party or requested by the responding Party, the senior ranking member of the responding Party shall report to the command post or emergency operating center and coordinate with the senior ranking member of the requesting Party.

A requesting Party shall have and exercise general control in directing the responding Party to locations as required, however, the officer in charge or specialized unit commander of the responding Party shall be responsible for exercising control over its personnel in response to the general directions of the requesting Party. Specialized units will maintain their unit integrity and shall be responsible to their own team command. The responding Party's rules and procedures will prevail and the officer in charge or team commander shall retain full authority to assign, deploy and initiate action. The responding Party shall have the authority to refuse, restrict, or terminate its involvement in an operation.

When the mutual assistance is no longer needed, the requesting Party shall release its command and direct that all equipment and personnel are returned to the responding agency.

Personnel who participate in mutual aid assistance shall remain the employees of their employer for all purposes, including, but not limited to the payment of wages and their entitlement to the benefits of their employment.

SECTION 10: FINANCING

There shall be no joint financing of activities under this Compact except by written amendment to this Compact regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished by a Party under this Compact. Each Party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual assistance under this Compact for another Party. The Parties shall be individually responsible for all costs associated with providing assistance under this Compact and shall make no claim against other Party for reimbursement of expenses incurred.

SECTION 11: GENERAL PROVISIONS

- A. Assumption of Liability. The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. MOSCOW's liability is further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment. The original employing Party shall have and assume complete liability for all of the acts of its personnel and of the operation of its equipment under this Compact in accordance with Idaho Code §67-2337(6).
- B. Rights Not Assignable. Parties shall not assign any rights or duties under this Compact to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.
- C. Interpretation. As a further condition of this Compact, Parties acknowledge that this Compact shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.
- D. Jurisdiction and Venue. It is agreed that this Compact shall be construed under and governed by the laws of the State of Idaho. In event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
- E. Binding Authority. The Parties each represent and warrant to the other that this Compact (i) has been validly executed and delivered; (ii) has been duly authorized; and (iii) constitutes a valid binding Agreement of such Party enforceable in accordance with its terms.
- F. Notice. All communication or notification to be given pursuant to this Compact shall be given to the following:

Notice to Clarkston Police Department:
830 5th St.
Clarkston, WA 99403

Notice to Moscow Police Department:
118 E. 4th St.
Moscow, ID 83843

- G. Complete Agreement. This Compact constitutes the entire expression of intent and/or agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.
- H. Severability. If any part of this Compact is held unenforceable, the remaining portions of this Compact will nevertheless remain in full force and effect.
- I. Document Control. A duplicate original of this Compact shall be filed at the administrative offices of each Party. Copies of this Compact shall be filed with the Moscow City Clerk and the Clarkston County Auditor prior to its entry into force.

IN WITNESS WHEREOF, Parties, by and through their respective officials designated below, have caused this Compact to be executed on the date and year first above written.

City of Clarkston:

City of Moscow:

Monika Lawrence, Mayor

Bill Lambert, Mayor

Joel Hastings, Chief of Police

James Fry, Police Chief

ATTEST:

Laurie M. Hopkins, City Clerk

APPROVED AS TO FORM:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2020, before me, a Notary Public in and for said City, appeared Monika Lawrence, Mayor, known to me to be the persons named above and acknowledged that they executed the foregoing document as the duly authorized representatives.

Notary Public for the State of Idaho
Residing at _____
My commission expires _____

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2020, before me, a Notary Public in and for said City, appeared Joel Hastings, Chief of Police, known to me to be the persons named above and acknowledged that they executed the foregoing document as the duly authorized representatives.

Notary Public for the State of Idaho
Residing at _____
My commission expires _____

**LAW ENFORCEMENT MUTUAL ASSISTANCE COMPACT
BETWEEN CITY OF MOSCOW, IDAHO AND
ASOTIN COUNTY, WASHINGTON**

THIS LAW ENFORCEMENT MUTUAL ASSISTANCE COMPACT BETWEEN CITY OF MOSCOW, IDAHO AND ASOTIN COUNTY, WASHINGTON (hereinafter "Compact"), is entered into effective the _____ day of _____, 2020 by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") and Asotin County, Washington, [insert address] (hereinafter "COUNTY") an essential administrative unit of the state of Washington and each of the above entities' respective law enforcement departments, all being political subdivisions, or governmental entities, of or within the State of Idaho and the State of Washington herein each individually referred to as a "Party", and collectively, the "Parties."

WITNESSETH:

WHEREAS, each Party hereto is legally authorized to provide police services in the communities of Moscow, Idaho and Asotin County, Washington, respectively;

WHEREAS, each Party is authorized to enter into this Compact under and pursuant to Idaho Code § 67-2337(2)(4) and the Revised Washington Code (RWC) 10.93.090(2), respectively;

WHEREAS, each Party owns and maintains equipment and employs personnel who are trained to provide police services;

WHEREAS, each Party has sufficient equipment and personnel to enable it to provide such assisting services to the other Party under this Compact;

WHEREAS, the geographical boundaries of each Party under this compact are immediately adjacent to and located in such a manner as to enable each Party to render mutual assistance to the other; and

WHEREAS, each Party has determined that the cooperative provision of law enforcement assistance across jurisdictional lines will enhance the ability of each to preserve the safety and welfare of the entire geographic area;

NOW, THEREFORE, subject to the limitations of this Compact and in order to provide the above mutual assistance between CITY AND COUNTY, it is hereby agreed as follows:

SECTION 1: IMPLEMENTATION, DURATION, AND TERMINATION

This Compact shall not be effective until it is approved by the Mayor and the Police Chief of CITY and by the County Commissioner Chairman and the Sheriff of COUNTY. It shall continue in full force and effect until terminated by either Party. Termination shall be given in

written form, signed by the official or authorized public agent and a copy given to the other Party, and will be effective immediately upon receipt of the written notification of termination.

SECTION 2: PURPOSE OF MUTUAL ASSISTANCE

The purpose of this Compact is to permit the Parties to cooperate to their mutual advantage, utilizing services and equipment to provide mutual assistance to the other Party for duties associated with law enforcement protection and control in the case of an emergency where one of the Parties may need the assistance of the other Party to provide such law enforcement protection and control. The duty of each Party under this Compact is wholly discretionary, but each Party agrees that it will provide such assistance to the extent it determines that it has sufficient equipment and personnel to provide the requested assistance. All Parties agree that it is not the purpose of the Compact to provide the normal and usual law enforcement duties, police protection, and police patrol which it performs as a public agency. Each Party acknowledges that it has no right to demand of another Party that it provide any specific assistance under any circumstances.

SECTION 3: REQUEST FOR ASSISTANCE

When an emergency involving the safety or welfare of person or property exists within the jurisdiction of either of the Parties and assistance is needed or desired, the chief law enforcement officer or the highest ranking official of that law enforcement agency who is available at the time the assistance is requested shall notify the other Party of such emergency and the need for law enforcement assistance. The request may be oral, which shall be confirmed in writing, and shall specify the time and place of the requested assistance, the equipment and the personnel requested, and the name of the official who is in charge of the police protection or police control at the place where assistance is requested. Such assistance shall be rendered according to the procedures of the Party requesting assistance until such time as there is a plan developed by the Parties, after which each Party and its employees shall render assistance in accordance to the plan.

SECTION 4: PLANNING

The chief law enforcement officer or their respective designees may develop operational plans for any mutual assistance under this Compact. The plan may indicate the procedures to be followed in responding to a request for assistance.

The chief law enforcement officer or the commanding officers of the Parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where mutual assistance may be needed. This Compact may be supplemented by schedules and lists of types of equipment and personnel that would be dispatched under certain circumstances. In addition, the Parties may engage in mutual training sessions to ensure the efficient operation of this Compact.

SECTION 5: RESPONSE TO REQUEST

Only the chief law enforcement officer of a responding participating agency may determine whether or not to respond to a request for emergency law enforcement assistance under this Compact, or in the absence of the chief law enforcement officer, a designee named by title of position held with the responding agency.

Law enforcement personnel responding to a request for emergency assistance shall meet reasonable training or certification standards as required by each state's Certification Standards. If

the responding agency agrees to provide mutual assistance, it shall notify the requesting agency of the equipment and personnel which will be engaged in such assistance as well as the time it/they will be provided and the name of the person who will be in charge of providing the assistance. If the amount of assistance varies after the initial request for assistance is made, the responding agency shall amend the notification so that the requesting agency will know what assistance was intended.

SECTION 6: RESPONSIBILITIES OF PARTIES

- A. Participation of Parties in activities and operations governed by this Compact is voluntary.
- B. Participation of Parties in activities and operations governed by this Compact does not create any employer/employee relationship nor does it create any property rights.
- C. The Parties shall have no authority to enter into contracts or agreements on behalf of the other Party. This Compact does not create a partnership between CITY and COUNTY.
- D. Direction and control over any investigation or activity covered by this Compact shall be the responsibility of the Party in whose jurisdiction the investigation or activity occurs.
- E. The Parties, during the performance of this Compact, agree to comply with all applicable requirements of Federal and State statutes, rules and regulations.
- F. Parties shall complete reports of investigations and activities on a timely and accurate basis. Records kept in regard to investigations and activities shall be kept by the Party with jurisdiction over the investigation or activity. The release of such documents, if any, shall comport to the legal requirements of the jurisdiction of the Party in custody of such records. No records shall be released without written authorization from the entity in whose jurisdiction the investigation or activity occurred.
- G. Parties shall cooperate with the prosecution of any cases filed as a result of the assistance provided, including receiving out of state subpoena's, meeting with the handling jurisdiction's prosecutor and testifying in Court.
- H. Press releases concerning investigations and activities conducted by Parties under this Compact shall be made by the Party with jurisdiction over the investigation or activity. Prior to the release of any information, the Party with jurisdiction should consult with the other Party.
- I. The Parties and their respective personnel operating under the authority of this Compact shall comply with the provisions of Idaho Code §67-2337, entitled "Extraterritorial Authority of Peace Officers" and RWC 10.93.090, entitled "Specially Commissioned Peace Officer – Powers of, Circumstances", which gives peace officers reciprocal police powers while performing duties outside of their normally recognized jurisdictional boundaries. Law enforcement officers of the Parties operating under said extension of authority shall comply with all the statutory conditions specified in the Idaho or Washington statute, whichever is applicable. With the exception of investigations or activities initiated in their jurisdiction and those investigations and activities initiated under this or other mutual assistance compacts, personnel of Parties shall not be assigned duties outside their jurisdiction. Extended duties covered under this Compact outside a jurisdiction shall require approval of the Chief of Police or Sheriff or his or her designee.
- J. Officers of the Parties shall conduct themselves as professional law enforcement officers. Officers shall adhere to their respective policies and procedures concerning personnel matters, conduct, use and care of equipment, and performance of duties. Acts of actual or alleged

misconduct shall be reported to the appropriate law enforcement head in accordance with the respective policies and procedures. Investigation, action and/or discipline taken with regard to actual or alleged misconduct, if any, shall be the responsibility of the accused officer's employer.

- K. When the mutual assistance requested is no longer required, the requesting Party shall notify the responding Party of the release of its command of all equipment and personnel and such shall be returned to their normal place of operation.
- L. Each Party is responsible for their own employees' expenses, wages, fringe benefits, worker's compensation, and wear and tear on equipment.
- M. Response Time: As soon as available, may have to decline because of personnel issues.

SECTION 7: STANDARD OF CONDUCT

Each officer providing assistance shall maintain the standards of professional conduct as required by the standards of the requesting agency. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine whether there has been any breach of professional standards and to carry out the appropriate discipline, if any. However, the requesting agency may request that a particular officer be removed from a particular situation or from the jurisdiction and the responding agency will honor such a request as soon as practicable. At all times, the responding officers will be assigned duties customarily and lawfully performed by law enforcement officers in their respective jurisdictions and there shall be due and usual regard given to the personal safety of the officers and public consistent with needs or circumstances and the law enforcement problem being addressed.

SECTION 8: CROSS-DEPUTIZATION

By each Party's signature to this Compact, the Parties authorize special commissioning to the full extent authorized by Washington and Idaho law. The Parties herein authorize the cross-deputization of its officers or responding officers when operating under the terms of this Compact to facilitate its intent.

SECTION 9: COMMAND OF EQUIPMENT AND PERSONNEL

The requesting Party shall have on-site command and direction of equipment and personnel provided by the responding Party. The requesting Party shall always keep the responding Party advised as to the person who is exercising command and direction. The requesting Party and the responding Party shall utilize the incident command system (ICS). When requested by the requesting Party or requested by the responding Party, the senior ranking member of the responding Party shall report to the command post or emergency operating center and coordinate with the senior ranking member of the requesting Party.

A requesting Party shall have and exercise general control in directing the responding Party to locations as required, however, the officer in charge or specialized unit commander of the responding Party shall be responsible for exercising control over its personnel in response to the general directions of the requesting Party. Specialized units will maintain their unit integrity and shall be responsible to their own team command. The responding Party's rules and procedures will prevail and the officer in charge or team commander shall retain full authority to assign, deploy

and initiate action. The responding Party shall have the authority to refuse, restrict, or terminate its involvement in an operation.

When the mutual assistance is no longer needed, the requesting Party shall release its command and direct that all equipment and personnel are returned to the responding agency. Personnel who participate in mutual aid assistance shall remain the employees of their employer for all purposes, including, but not limited to the payment of wages and their entitlement to the benefits of their employment.

SECTION 10: FINANCING

There shall be no joint financing of activities under this Compact except by written amendment to this Compact regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished by a Party under this Compact. Each Party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual assistance under this Compact for another Party. The Parties shall be individually responsible for all costs associated with providing assistance under this Compact and shall make no claim against the other Party for reimbursement of expenses incurred.

SECTION 11: GENERAL PROVISIONS

- A. Assumption of Liability. The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. CITY's liability is further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment. The original employing Party shall have and assume complete liability for all of the acts of its personnel and of the operation of its equipment under this Compact in accordance with Idaho Code §67-2337(6).
- B. Rights Not Assignable. Parties shall not assign any rights or duties under this Compact to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.
- C. Interpretation. As a further condition of this Compact, CITY and COUNTY acknowledge that this Compact shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.
- D. Jurisdiction and Venue. It is agreed that this Compact shall be construed under and governed by the laws of the State of Idaho. In event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
- E. Binding Authority. The Parties each represent and warrant to the other that this Compact (i) has been validly executed and delivered; (ii) has been duly authorized; and (iii) constitutes a valid binding Agreement of such Party enforceable in accordance with its terms.

F. Notice. All communication or notification to be given pursuant to this Compact shall be given to the following:

Notice to Asotin County Sheriff:
127 2nd St.
Asotin, WA 99402

Notice to Moscow Police Department:
118 E. 4th St.
Moscow, ID 83843

G. Complete Agreement. This Compact constitutes the entire expression of intent and/or agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.

H. Severability. If any part of this Compact is held unenforceable, the remaining portions of this Compact will nevertheless remain in full force and effect.

I. Document Control. A duplicate original of this Compact shall be filed at the administrative offices of each Party. Copies of this Compact shall be filed with the Moscow City Clerk and the Asotin County Auditor prior to its entry into force.

IN WITNESS WHEREOF, Parties, by and through their respective officials designated below, have caused this Compact to be executed on the date and year first above written.

Asotin County:

City of Moscow:

Jim Jeffords, Commission Chair

Bill Lambert, Mayor

John Hilderbrand, Sherriff

James Fry, Police Chief

ATTEST:

Laurie M. Hopkins, City Clerk

APPROVED AS TO FORM:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, appeared Jim Jeffords, Commission Chair, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

Notary Public for the State of Idaho
Residing at _____
My commission expires _____

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, appeared John Hilderbrand, Sherriff, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

Notary Public for the State of Idaho
Residing at _____
My commission expires _____

**LAW ENFORCEMENT MUTUAL ASSISTANCE COMPACT
BETWEEN CITY OF MOSCOW, IDAHO AND
WHITMAN COUNTY, WASHINGTON**

THIS LAW ENFORCEMENT MUTUAL ASSISTANCE COMPACT BETWEEN CITY OF MOSCOW, IDAHO AND WHITMAN COUNTY, WASHINGTON (hereinafter "Compact"), is entered into effective the _____ day of _____, 2020 by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") and Whitman County, Washington, 411 N. Mill Street, Colfax, WA 99111 (hereinafter "COUNTY") an essential administrative unit of the state of Washington and each of the above entities' respective law enforcement departments, all being political subdivisions, or governmental entities, of or within the State of Idaho and the State of Washington herein each individually referred to as a "Party", and collectively, the "Parties."

W I T N E S S E T H:

WHEREAS, each Party hereto is legally authorized to provide police services in the communities of Moscow, Idaho and Whitman County, Washington, respectively;

WHEREAS, each Party is authorized to enter into this Compact under and pursuant to Idaho Code § 67-2337(2)(4) and the Revised Washington Code (RWC) 10.93.090(2), respectively;

WHEREAS, each Party owns and maintains equipment and employs personnel who are trained to provide police services;

WHEREAS, each Party has sufficient equipment and personnel to enable it to provide such assisting services to the other Party under this Compact;

WHEREAS, the geographical boundaries of each Party under this compact are immediately adjacent to and located in such a manner as to enable each Party to render mutual assistance to the other; and

WHEREAS, each Party has determined that the cooperative provision of law enforcement assistance across jurisdictional lines will enhance the ability of each to preserve the safety and welfare of the entire geographic area;

NOW, THEREFORE, subject to the limitations of this Compact and in order to provide the above mutual assistance between CITY AND COUNTY, it is hereby agreed as follows:

SECTION 1: IMPLEMENTATION, DURATION, AND TERMINATION

This Compact shall not be effective until it is approved by the Mayor and the Police Chief of CITY and by the County Commissioner Chairman and the Sheriff of COUNTY. It shall continue in full force and effect until terminated by either Party. Termination shall be given in written form, signed by the official or public agent having power of control and a copy given to

the other Party, and will be effective immediately upon receipt of the written notification of termination.

SECTION 2: PURPOSE OF MUTUAL ASSISTANCE

The purpose of this Compact is to permit the Parties to cooperate to their mutual advantage, utilizing services and equipment to provide mutual assistance to the other Party for duties associated with law enforcement protection and control in the case of an emergency where one of the Parties may need the assistance of the other Party to provide such law enforcement, protection and control. The duty of each Party under this Compact is wholly discretionary, but each Party agrees that it will provide such assistance to the extent it determines that it has sufficient equipment and personnel to provide the requested assistance. All Parties agree that it is not the purpose of the Compact to provide the normal and usual law enforcement, police protection, and police patrol which it performs as a public agency. Each Party acknowledges that it has no right to demand of another Party that it provide any specific assistance under any circumstances.

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Law enforcement personnel responding to a request for emergency assistance shall meet reasonable training or certification standards as required by each state's Certification Standards. If

the responding agency agrees to provide mutual assistance, it shall notify the requesting agency of the equipment and personnel which will be engaged in such assistance as well as the time it/they will be provided and the name of the person who will be in charge of providing the assistance. If the amount of assistance varies after the initial request for assistance is made, the responding agency shall amend the notification so that the requesting agency will know what assistance was intended.

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- F. Parties shall complete reports of investigations and activities on a timely and accurate basis. Records kept in regard to investigations and activities shall be kept by the Party with jurisdiction over the investigation or activity. The release of such documents, if any, shall comport to the legal requirements of the jurisdiction of the Party in custody of such records. No records shall be released without written authorization from the entity in whose jurisdiction the investigation or activity occurred.
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- I. The Parties and their respective personnel operating under the authority of this Compact shall comply with the provisions of Idaho Code §67-2337, entitled "Extraterritorial Authority of Peace Officers" and RWC 10.93.090, entitled "Specially Commissioned Peace Officer – Powers of, Circumstances", which gives peace officers reciprocal police powers while performing duties outside of their normally recognized jurisdictional boundaries. Law enforcement officers of the Parties operating under said extension of authority shall comply with all the statutory conditions specified in the Idaho or Washington statute, whichever is applicable. With the exception of investigations or activities initiated in their jurisdiction and those investigations and activities initiated under this or other mutual assistance compacts, personnel of Parties shall not be assigned duties outside their jurisdiction. Extended duties covered under this Compact outside a jurisdiction shall require approval of the Chief of Police or Sheriff or his or her designee.
- J. Officers of the Parties shall conduct themselves as professional law enforcement officers. Officers shall adhere to their respective policies and procedures concerning personnel matters, conduct, use and care of equipment, and performance of duties. Acts of actual or alleged

misconduct shall be reported to the appropriate law enforcement head in accordance with the respective policies and procedures. Investigation, action and/or discipline taken with regard to actual or alleged misconduct, if any, shall be the responsibility of the accused officer's employer.

- K. When the mutual assistance requested is no longer required, the requesting Party shall notify the responding Party of the release of its command of all equipment and personnel and such shall be returned to their normal place of operation.
- L. Each Party is responsible for their own employees' expenses, wages, fringe benefits, worker's compensation, and wear and tear on equipment.
- M. Response Time: As soon as available, may have to decline because of personnel issues.

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Each officer providing assistance shall maintain the standards of professional conduct as required by the standards of the requesting agency. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine whether there has been any breach of professional standards and to carry out the appropriate discipline, if any. However, the requesting agency may request that a particular officer be removed from a particular situation or from the jurisdiction and the responding agency will honor such a request as soon as practicable. At all times, the responding officers will be assigned duties customarily and lawfully performed by law enforcement officers in their respective jurisdictions and there shall be due and usual regard given to the personal safety of the officers and public consistent with needs or circumstances and the law enforcement problem being addressed.

SECTION 8: CROSS-DEPUTIZATION

By each Party's signature to this Compact, the Parties authorize special commissioning to the full extent authorized by Washington and Idaho law. The Parties herein authorize the cross-deputization of its officers or responding officers when operating under the terms of this Compact to facilitate its intent.

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The requesting Party shall have on-site command and direction of equipment and personnel provided by the responding Party. The requesting Party shall always keep the responding Party advised as to the person who is exercising command and direction. The requesting Party and the responding Party shall utilize the incident command system (ICS). When requested by the requesting Party or requested by the responding Party, the senior ranking member of the responding Party shall report to the command post or emergency operating center and coordinate with the senior ranking member of the requesting Party.

A requesting Party shall have and exercise general control in directing the responding Party to locations as required, however, the officer in charge or specialized unit commander of the responding Party shall be responsible for exercising control over its personnel in response to the general directions of the requesting Party. Specialized units will maintain their unit integrity and shall be responsible to their own team command. The responding Party's rules and procedures will prevail and the officer in charge or team commander shall retain full authority to assign, deploy

and initiate action. The responding Party shall have the authority to refuse, restrict, or terminate its involvement in an operation.

When the mutual assistance is no longer needed, the requesting Party shall release its command and direct that all equipment and personnel are returned to the responding agency. Personnel who participate in mutual aid assistance shall remain the employees of their employer for all purposes, including, but not limited to the payment of wages and their entitlement to the benefits of their employment.

SECTION 10: FINANCING

There shall be no joint financing of activities under this Compact except by written amendment to this Compact regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished by a Party under this Compact. Each Party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual assistance under this Compact for another Party. The Parties shall be individually responsible for all costs associated with providing assistance under this Compact and shall make no claim against other Party for reimbursement of expenses incurred.

SECTION 11: GENERAL PROVISIONS

- A. Assumption of Liability. The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. CITY's liability is further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment. The original employing Party shall have and assume complete liability for all of the acts of its personnel and of the operation of its equipment under this Compact in accordance with Idaho Code §67-2337(6).
- B. Rights Not Assignable. Parties shall not assign any rights or duties under this Compact to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.
- C. Interpretation. As a further condition of this Compact, CITY and COUNTY acknowledge that this Compact shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.
- D. Jurisdiction and Venue. It is agreed that this Compact shall be construed under and governed by the laws of the State of Idaho. In event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
- E. Binding Authority. The Parties each represent and warrant to the other that this Compact (i) has been validly executed and delivered; (ii) has been duly authorized; and (iii) constitutes a valid binding Agreement of such Party enforceable in accordance with its terms.

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Colfax, WA 99111

Notice to Moscow Police Department:
118 E. 4th St.
Moscow, ID 83843

G. Complete Agreement. This Compact constitutes the entire expression of intent and/or agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.

H. Severability. If any part of this Compact is held unenforceable, the remaining portions of this Compact will nevertheless remain in full force and effect.

I. Document Control. A duplicate original of this Compact shall be filed at the administrative offices of each Party. Copies of this Compact shall be filed with the Moscow City Clerk and the Whitman County Auditor prior to its entry into force.

IN WITNESS WHEREOF, Parties, by and through their respective officials designated below, have caused this Compact to be executed on the date and year first above written.

Whitman County:

City of Moscow:

Brett Myers, Sheriff

Bill Lambert, Mayor

James Fry, Police Chief

ATTEST:

Laurie M. Hopkins, City Clerk

APPROVED AS TO FORM:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, appeared Brett Meyers, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

Notary Public for the State of _____
Residing at _____
My commission expires _____

CITY COUNCIL STAFF REPORT

DATE: Monday, March 16, 2020



RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

REVIEWED BY

This was reviewed by the Public Works / Finance Committee on March 9, 2020 and recommended for approval.

ADDITIONAL PRESENTER(S)

Jen Pfiffner, Assistant City Supervisor

OTHER RESOURCES

AGENDA ITEM TITLE

2020 Moscow Farmers Market Handbook - Amanda Argona

DESCRIPTION

In 2018, the Moscow Farmers Market implemented the first iteration of the Moscow Farmers Market Vendor Handbook. The Handbook is an expanded policy document meant to provide increased clarity and serve as a resource for current and future Market Vendors. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the updated document on February 4, 2020, and moved unanimously to forward the Handbook on to the Council with a recommendation for approval and adoption for the 2020 Market Season. This was reviewed by the Public Works / Finance Committee on March 9, 2020 and recommended for approval.

STAFF RECOMMENDATION

Approve the 2020 Moscow Farmers Market Handbook.

PROPOSED ACTIONS

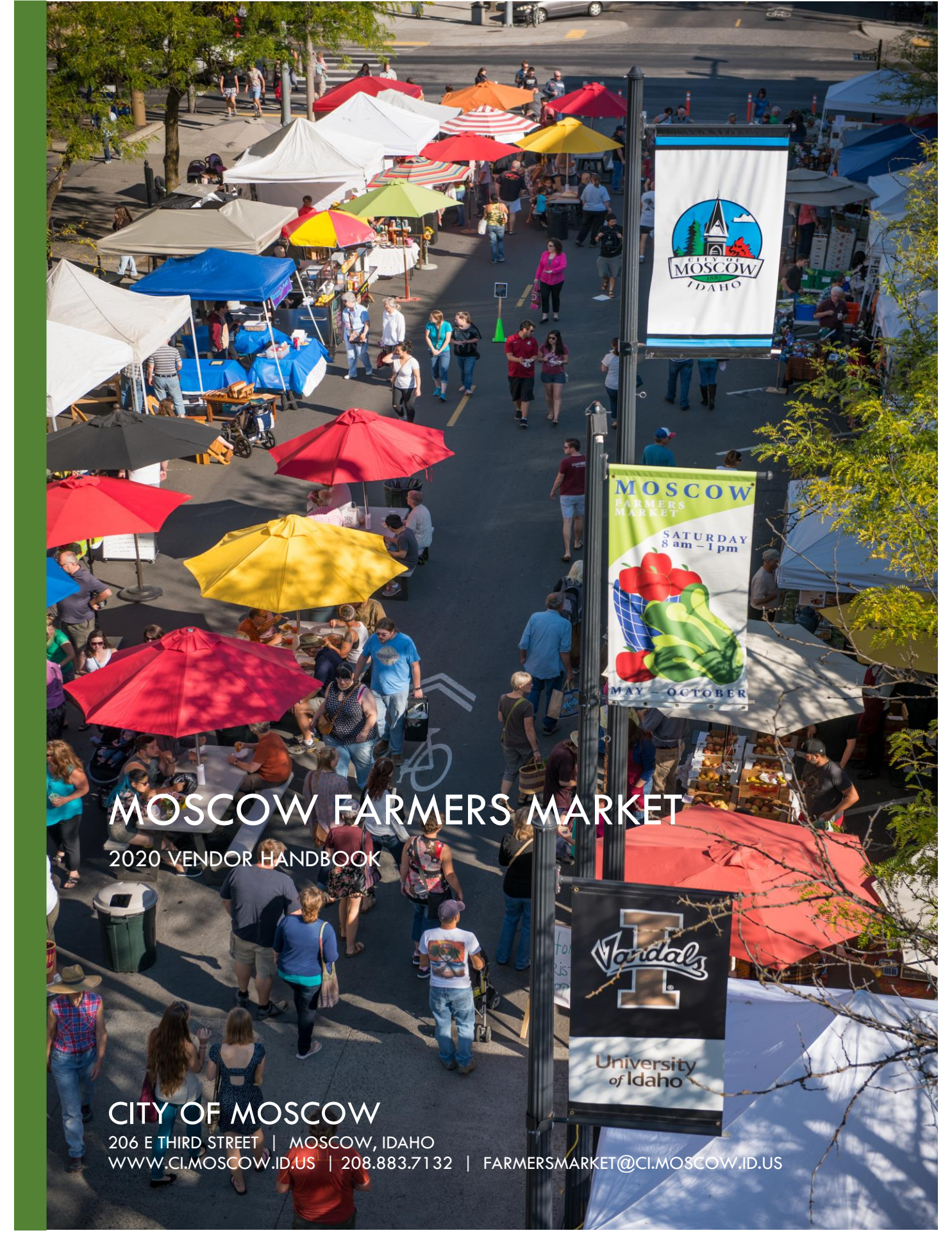
ACTION: Approve the 2020 Moscow Farmers Market Handbook.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 2020_Moscow Farmers Market_Vendor Handbook_DRAFT



MOSCOW FARMERS MARKET

2020 VENDOR HANDBOOK

CITY OF MOSCOW

206 E THIRD STREET | MOSCOW, IDAHO

WWW.CI.MOSCOW.ID.US | 208.883.7132 | FARMERSMARKET@CI.MOSCOW.ID.US



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Moscow Farmers Market Overview

The Moscow Farmers Market has been a treasured and vibrant part of the community since its inception in 1977 as a small grass-roots gathering. It serves to provide locally grown produce and quality wares, as well as bring the community together in ways no other event or service does. Whether Market goes visit to purchase their weekly groceries or simply to enjoy the music and socialize, the experience of the Market promotes a sense of place, and helps citizens feel tied to the community. The Moscow Farmers Market is unique in its ability to stay rooted to its original purpose and charm of a local market, while growing and progressing with trends and needs. The variety of stakeholders invested in the Moscow Farmers Market means that each decision can have a great impact on our residents, vendors, local businesses, City staff, and more.

Market Leadership is formed by a collaboration of City of Moscow Staff and a Moscow Farmers Market Commission comprised of community residents, vendors, and other representatives. City staff manages the operational and regulatory aspects of the Market while Commission members guide the vision and values of the Market.

It is the duty of the Commission to suggest ways to promote and improve the Farmers Market, propose and/or review Market policies, keep abreast of trends and opportunities for advancing Market interests, products, standards, and offerings, and to otherwise act in an advisory role to the Moscow City Council.

The Commission meets regularly on the first Tuesday of each month, from 4:00 p.m. to 5:30 p.m. in the Council Chambers at City Hall, 206 E. Third Street, Moscow, Idaho. Meetings are open to the public.

Farmers Market Commission Members

VENDOR REPRESENTATIVES

Kelly Kingsland

Produce Vendor Representative

Renee Love – Vice Chair

Specialty Food Vendor Representative

Stu Scott

Crafts Vendor Representative

COMMUNITY REPRESENTATIVES

Jamie Hill – Chair

At-Large Representative

Mackenzie Lawrence

At-Large Representative

Ryan Lazo

At-Large Representative

Kerry Morsek

At-Large Representative

SPECIALTY REPRESENTATIVES

Colette DePhelps

University of Idaho Extension Representative

Jenny Ford

Moscow Chamber of Commerce Representative

The Moscow Farmers Market does not discriminate on account of race, color, gender, religion, sex, national origin, physical or mental disability, age, marital or familial status, sexual orientation or gender expression in its selection and inclusion of vendors.

Mission Statement

The Moscow Farmers Market celebrates life on the Palouse by providing the community with the opportunity to buy and sell locally farmed and/or created agricultural products (e.g., crops, meat, cheese, wine, etc.), distinctive handmade goods, artisan pieces, and original-recipe cuisine. This venue is meant to encourage and support sustainable economic, social and environmental practices.

Core Values

Access: Providing access to locally grown produce, foods, unique hand-made goods and their producers.

Economic Opportunity: Contributing to the greater Moscow economy with emphasis on assisting local, small, independently owned, and start-up enterprises.

Community: Building community by welcoming all residents and visitors, and providing a safe space and opportunity for community engagement, interaction, entertainment, and cultural enrichment.

Information: Increasing awareness of, and providing education about and in support of health and wellness practices, regional agriculture, sustainability, and sound environmental practices.

City of Moscow Farmers Market Staff

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FIND, LIKE & FOLLOW THE MOSCOW FARMERS MARKET

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Twitter @MosFarmersMkt

Instagram @cityofmoscowid

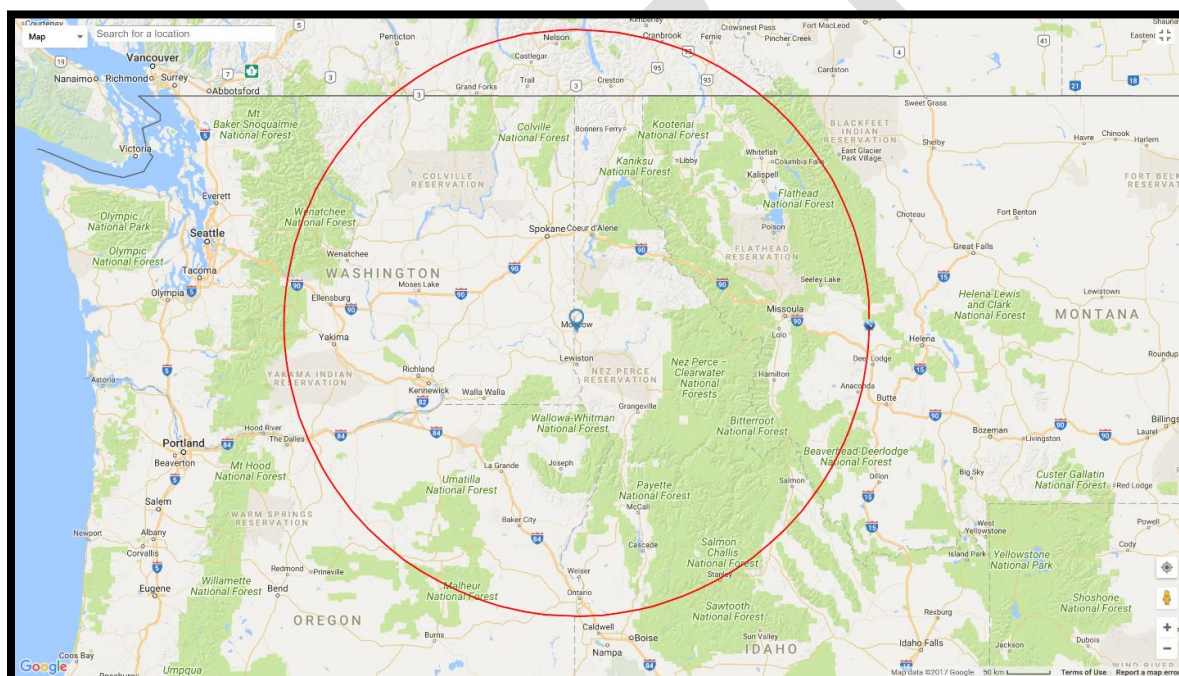
Philosophies

The Market has adopted several important philosophies to maintain its integrity. Using these concepts, in conjunction with the Mission and values, has provided operational guidelines for the Market for many years.

Agricultural Focus: It is the goal of the Moscow Farmers Market to have fifty percent (50%) of all approved Vendors selling agricultural products.

Economic Development: The Market encourages all Vendors to utilize local sourcing that is direct from producer, in an effort to support regional agriculture and small businesses.

Local Production: All Vendors shall be the grower/producer and conduct their operation in a location not more than two hundred (200) air miles from Moscow, Idaho.



200 AIR MILES FROM THE CITY OF MOSCOW, IDAHO

Definition of Terms

These definitions are included to provide a background for terms used throughout this document. The Market relied on a variety of sources in formulating the following definitions, which included the use of definitions from entities like the Farmers Market Coalition, U.S. Department of Agriculture, Washington State Farmers Market Association, etc. to keep on trend with best practices for farmers markets. Ultimate decision regarding interpretation of these definitions lies with the Market Manager.



Agriculture: The science, art, or practice of cultivating the soil, producing crops, and raising livestock, and in varying degrees, the preparation and marketing of the resulting products.

Approved Vendor: An individual or a group that qualify to participate in selling at the Market in at least one (1) of the listed vending categories, as defined in this Handbook. Agricultural Vendors are approved through an interview and trial period, followed by a site visit. All other Vendors are approved through a jury process as outlined in Appendix 6. These vetting processes are in place to ensure compliance with Market Policy and Philosophies. All Vendors are subject to a site visit.

Handmade: Items show evidence of manual skills and dedication of one's own design, creativity, and making.

Local: For the purposes of this Handbook, the Market defines 'local' as "No more than two hundred (200) air miles from the City of Moscow, Idaho". Please see the visual aid on page 3.

Local Sourcing: The purchase of goods directly from local growers / producers for use in creating a product for sale at the Moscow Farmers Market.

Product Mix: A recognition that the Moscow Farmers Market, as a whole, needs a balance of products.

Sustainable Practices: An integrated system of plant and animal production practices that are capable of maintaining their productivity and usefulness to society over the course of time. These systems incorporate the most efficient use of nonrenewable resources and on-farm resources, and where appropriate, utilize natural biological cycles and controls that maintain agricultural productivity, promote economic viability in both the short and long term, and maintain stable rural communities and quality of life.

Vendor Categories

All Vendors are required to submit relevant copies of permits, licenses, and/or third party certifications prior to vending. It is the responsibility of the Vendor to know and understand what regulations may apply to their operation. See Appendix 5 for a list of resources.

Agriculture Vendors

Vendors who participate in the cultivation, harvesting, or production of crops, or management of livestock and bees. Vendors are strongly encouraged to be hygienic and sustainable with their practices in the planting, growing, cultivating, harvesting, transporting, and offering of such items for sale.

Fresh Produce and Nursery: Vendors who grow or produce herbs, fruits, vegetables, cut flowers, plants, grains, seeds, raw nuts, shrubs, trees, and vine starts.

Meat / Poultry: Vendors who raise animals with the intent of selling the majority of those products as cuts of meat, “off the hoof” sales, and byproducts like milk, eggs, etc.

Apiarist: Vendors who keep bees and manage beehives where the majority of products sold are the honey, honeycomb, and wax from their hives.

Value-Added: Vendors who produce supplies or ingredients for their processed goods and/or foods, which includes fibers, wood products, preserves, jams, jellies, ciders, beer, wine, syrups, salsas, smoked meats, cheeses, dried fruits and herbs, flours, oils, etc. The significant constituents of the product must be grown or raised on the producer’s farm, ranch or market garden. If a Vendor is unable to be the processor of their items and/or does not have complete oversight and ownership of the final product, then items are subject to the jury process unless required by law to use a third-party processor (i.e. meat products).

Forager: Vendors who harvest qualified, unaltered items from the wild.

Non-Agriculture Vendors

Prepared Food Vendors: Vendors who offer prepared foods must make these items in accordance with Local and State regulations. State Code requires the use of commercial kitchens to prepare certain foods.

Processed Foods: Vendors who create and process foods not intended for immediate consumption, including, but not limited to, preserves, jams, jellies, ciders, beer, wine, syrups, salsas, smoked meats, cheeses, dried fruit, dried herbs, roasted nuts, seasonings, drink mixes, flavored oils, etc., with all such ingredients **not** grown or raised by the producer.

Ready to Eat Foods. Vendors who create ready-to-eat foods made on-site on Market day, or prepared in advance and served on Market day that may be used for immediate consumption.

Craft and/or Artisan Vendors: Vendors who hand-make or hand-design products that are of a home, studio, or cottage-type industry using an intermediate type technology rather than industrial-type production. Vendors in this category may not sell items made by others, unless it is a part of the product design as a whole (i.e. a ceramic honey pot and wooden honey dipper; pendant and

chain; frame for a photo; etc.). Examples of unacceptable items include, but are not limited to, tracings, paint-by-number, wood or metal products using duplicating machines, kits in any form, and any other items which clearly do not reflect originality of design, as determined by the jury process or Community Events Manager. The following sub-categories apply to Craft and/or Artisan Vendors:

Fine Arts such as painting, drawing, sculpture, pottery, ceramics, etc.

Heritage Arts such as basket-making, soap-making*, candle-making, woodworking, blacksmithing, knitting, crocheting, etc.

Decorative Arts for self, home and garden, such as jewelry, birdhouses, furniture from recycled materials, mosaics, stained-glass items, lawn sculpture, photography, etc.

**Cosmetics fall under Crafts and/or Artisan, unless the Vendor grows or raises the majority of items used to create the final product. Cosmetics include creams, lotions, shampoos, and some soap products. The Market does not consider items consisting primarily of alkali salts and of fatty acids that make no label claim other than the cleansing of the human body as cosmetics), but the following rules may still apply. Cosmetics must follow rules set by the Federal Drug Administration, comply with the Federal Food, Drug, and Cosmetic Act, and the Fair Packaging and Labeling Act.*

Youth Vendors

The Market encourages and supports early entrepreneurial interest of farming, gardening, crafts, and food preparation. This Handbook generally applies to Youth Vendors. Adults, chaperones, guardians, and/or other family members in attendance with a Youth Vendor shall also abide by this Handbook and subsequent policies, especially in decorum and etiquette.

The following sub-categories are applicable to Youth Vendors to assist with product distribution:

Sprouts (ages 6-12) – Youth Vendors in this age category are limited to a three foot by three foot (3'x3') space located at the intersection of 5th Street and Main Street. Three (3) spaces will be available to Sprouts on a Market day.

Juniors (ages 13-17) – Youth Vendors in this age category are limited to a five foot by fifteen foot (5'x15') space located at the intersection of 5th Street and Main Street. Three (3) spaces in this area will be available to Juniors on a Market day. Juniors may be assigned to a shared five foot by fifteen foot (5'x15') space along Main Street pending availability. Juniors requesting an eleven foot by fifteen foot (11'x15') space will be required to jury their products or will submit to a site visit, as outlined in Appendix 6. Pending acceptance through these processes, Juniors will be subject to Tier 1, 2, or 3 registration and stall fees in the Vendor Fee Schedule in Appendix 2 and the Youth Fee will no longer be applicable.

All Youth Vendors shall adhere to the following:

- Be the grower or producer of items for sale.
- Complete and submit paperwork.
 - Food Risk Assessment form (applicable for the sale of drink/food).

- Youth Vendor registration form.
- Release and Hold Harmless form.
- ST-124 tax form (submitted to the Idaho Tax Commission at the end of the season).
- Request space by Tuesday at 5:00 p.m. for priority consideration.
- Actively sell their goods and items without the assistance of a parent and/or chaperone, where possible.
- Have an adult chaperone present at the Moscow Farmers Market, or be supervised by a parent and/or guardian.
- Be limited to no more than three (3) individual youths in the cases of group participation.

Performance Vendors (Buskers)

The Market values the performing arts and has created the Performance Vendor category to support emerging artists in developing their skills and audience at an affordable rate. The Market defines Performance Vendors as any person or group of persons who provide entertainment in the Market by playing musical instruments, singing, dancing, speaking, face painting, balloon tying, etc. Commercial vending of products is not a “performance”. This definition is not applicable to live entertainment scheduled in Friendship Square. Space availability for Performance Vendors is on a first come, first serve basis, with sign-ups beginning at 7:45 am on Market day. Performance Vendors must complete and submit paperwork prior to receiving a space assignment. Moscow Farmers Market staff reserve the right to designate locations for theMse activities in non-Vendor spaces, screen Performance Vendors for suitability, and rotate space assignments to create a varied atmosphere and ambiance for patrons, shoppers, and vendors. This Handbook generally applies to Performance Vendors. Adults, chaperones, guardians, and/or other family members in attendance with a Performance Vendor who is a minor shall also abide by this Handbook and subsequent policies, especially in decorum and etiquette.

All Performance Vendors shall adhere to the following:

- Complete and submit paperwork
 - Performance Vendor registration form
 - Release and Hold Harmless form
 - ST-124 tax form
- Amplification is prohibited.
- May only seek tips or donations.
- Shall only perform in designated areas.
- May not utilize tents, canopies, or umbrellas.
- Limit their performance group to three (3) individuals or fewer.
- Hawking, swearing, and/or aggressive, lewd, and inciting language is prohibited.
- May not occupy the same, designated space for more than a two and one-half (2.5) hour time period.

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Policies

Market Policies shall apply to the Moscow Farmers Market and its Vendors. The Farmers Market Commission and Market Management developed these Policies, and City Council approved them. Failure to abide by these Policies is grounds for penalty action.

Market Operating Policies

1. Market Location

The Market is located generally on Main Street south of Third Street and north of Sixth Street, east of Main Street on the 4th Street right-of-way (west) of the cul-de-sac, east on 5th Street from Main Street to the alley, and Friendship Square in downtown Moscow, unless temporarily located or extended elsewhere when found to be in the best interest of the City. *Most generally, the Market moves off Main Street for University of Idaho's Homecoming Parade.* See Appendix I (Moscow Farmers Market Map & Boundaries).

2. Vendor Production and Location Rule

All Vendors shall be the grower/producer and shall conduct their growing/producing operations in a location not more than two hundred (200) air miles from the City of Moscow, Idaho.

3. Market Schedule

- a. Market Season is every Saturday in the months of May through October, annually.
- b. Market sales occur between the hours of 8:00 a.m. and 1:00 p.m., local time.
- c. Main Street will be closed by City of Moscow Staff beginning at 5:00 a.m. and re-opened by 2:00 p.m. by City of Moscow Staff.
- d. The City of Moscow Police Department will have any non-Market related vehicles removed from Main Street and 5th Street, and any non-ADA vehicles removed from the first parking bay of the Jackson Street parking lot, by 5:00 a.m.

4. Becoming a Market Vendor

- a. New Vendors. Vending at the Moscow Farmers Market for new Vendors, or Vendors who have been absent from the Market for two (2) or more consecutive seasons, requires first to be subject to the approval process, and second followed by the registration process. These processes are specific for different vending categories. To become an approved Vendor at the Moscow Farmers Market, please follow the steps outlined in Appendix 6.
- b. Returning Vendors. Returning Vendors will need to register for the upcoming season and submit relevant required documents.

5. Market Vendor Space

- a. Space dimensions and safety. Most Vendor spaces will be marked as an eleven foot by fifteen foot (11' wide x 15' deep) space. A Vendor's business must be conducted within their assigned space. Vendors may not extend beyond the limits of the assigned space or into the pedestrian area at the entrance of the Vendor space unless specifically authorized by Market Management. Any Vendor utilizing

coverings for their space, such as canopies, tents, and/or umbrellas, may not extend these items outside their assigned space. Requests for additional adjacent space will be granted at the discretion of Community Events Manager, where possible. All Vendors are subject to unscheduled inspections throughout the Market Season, by the Moscow Volunteer Fire Department for compliance with relevant safety regulations to ensure public safety and emergency vehicle accessibility. See Appendix 3 – Safety Compliance Requirements.

- b. Space assignments. The Market recognizes the value of Vendors maintaining a consistent location for the development of a healthy customer base. Without compromising quality, preference will be given to the most local grower/producer when space becomes available. Vending space allocation is decided at the discretion of the Community Events Manager and is based on the level of commitment chosen by the Vendor as defined in the fee schedule (see Appendix 2), as well as historical occupation and availability as it pertains to Market Product Mix. Vendors that have consistently occupied a specific space(s) in the Market during the previous Market Season, and who purchase the Tier 3 vending package for the upcoming Market Season, will be given the opportunity to remain in that same location for the duration of that Market Season. Agricultural based Vendors whose product readiness is determined by the growing seasons, will be given special consideration by Market Management on a case by case basis.
- c. Vehicles in spaces. Tier 3 Vendors may utilize motor vehicles or tow-behind trailers in their assigned space. Such usage will result in an additional vehicle surcharge fee. The Community Events Manager may grant Tier 1 and Tier 2 Vendors motor vehicle usage pending space availability and feasibility of access on a market-to-market basis. The Market defines motor vehicles and tow-behind trailers as any road-ready and licensed vehicle.
- d. Non-neighbor spaces. The Market recognizes that spaces which do not have adjacent vendors are more valuable due to greater visibility and/or increased customer access. The Market defines these spaces as non-neighbor spaces (previously referred to as 'corner' and/or 'walk-thru' spaces). Vendors occupying a space with this type of designation are subject to an additional surcharge fee.
- e. Space use. Use of a Vendor space for purposes other than those outlined in this Handbook is prohibited, unless specifically authorized.
- f. Sharing spaces. Any proposal by Vendors to share a Vendor space must be approved by the Community Events Manager.
- g. Space allocation. The City reserves the right to make the final decision on vending space and Tier package allocation, based upon Overall Market and Market Product Mix needs.

6. Market Fees

Fees include an annual registration fee, a daily per booth fee, and any additional amenity fees as outlined in Appendix 2 – Moscow Farmers Market Fees.

- a. **Structure.** The Market utilizes a tier structure based on the number of Market days a Vendor plans on attending during the Season. A Vendor's rate is determined based on the tier they select. Vendors pay the same rate throughout the Season, regardless if they attend more or less of their anticipated Market dates.
- **Annual Registration Fee.** All Vendors, regardless of their selected tier will be required to pay their associated registration fee at the Annual Vendor Orientation. Vendors unable to attend the Orientation shall make arrangements to pay this fee prior to the start of the Season.
 - **Invoices.** All Vendors will receive invoices (weekly, monthly, or entire season), via Farmspread, showing records of payments.
 - **Refunds.** The Market does not provide refunds to Vendors for days that are cancelled or missed.
 - **Payments.** To reduce risk of theft and improve record keeping, payments will be collected prior to Saturday. Failure to submit payment prior to Saturday, will result in the Vendor's space being revoked for the following Market. Vendors may choose to pay their fees through the following ways:
 - Online via Farmspread invoices.
 - In-person with cash, check, or credit card.
 - By mailing a check to the Moscow Farmers Market, P O Box 9203, Moscow, Idaho, 83843.
- b. **Tier Packages.** Packages are non-transferrable and non-refundable. The Market currently offers the following tier packages to Vendors.
- **Tier-3** – Seventy-five percent (75%) or more attendance
 - Vendor chooses to attend between eighteen (18) and twenty-six (26) consecutive Markets
 - Highest registration fee
 - Lowest daily per booth fee
 - Guaranteed same location
 - Allowed to substitute representation for two (2) Markets
 - Must notify Management of their first and last anticipated attendance date
 - **Tier-2** – Thirty to sixty percent (30-60%) attendance
 - Vendor chooses to attend between nine (9) and seventeen (17) Markets
 - Mid-range registration fee
 - Mid-range daily booth fee
 - Same block location, as available
 - **Tier-1** – Less than thirty percent (30%) attendance
 - Vendor chooses to attend between one (1) and eight (8) Markets
 - Lowest registration fee
 - Highest daily per booth fee

- No guaranteed same location
- c. **Registration.** Registration for the Season will open annually in March, with notice sent to all Vendors.
- d. **Attendance Requests.** In order to streamline communication with the Community Events Manager, Vendors are encouraged to use the Farmspread platform when requesting, changing, or cancelling attendance days. Requests during the Season shall be made by Tuesday at 5:00 p.m. for priority consideration. Requests submitted after this time will be considered at the discretion of the Community Events Manager.

7. Regulation of Certain Activities during Market Operations

Because it is important for the continuing success of the Market to preserve its character and appearance, and because the Market was established and remains primarily a local growers Market, certain activities that otherwise occur during non-Market hours are regulated in the public right-of-way during the Market hours, as follows:

- a. **“Cart” Vendors.** Vendors who are licensed pursuant to Moscow City Code Title 9, Chapter 11, shall not be allowed in the Market Location during Market hours unless they qualify as a current authorized Farmers Market Vendor, independently of their Vending license. See M.C.C. § 9-11-13.
- b. **Licensed Sidewalk Cafes.** The possessor of a current, valid, sidewalk café license from the City may operate a sidewalk café in the Market during Market hours, pursuant to regulations contained within Moscow City Code Title 9, Chapter 12. Council recognizes and reaffirms that the purpose of the sidewalk café license is to allow the contiguous storefront restaurant to extend its typical and customary service into the portion of the public right-of-way shown in its license. Independent contractors, sub-contractors, sub-lessees, agents, or others who are not part of the day-to-day business of the contiguous restaurant owner, shall not be allowed to sell or promote in the Market, unless they otherwise qualify as a Farmers Market Vendor and meet all of the Farmers Market Vendor’s requirements in this Policy. See, M.C.C. § 9-12-6(B).
- c. **Downtown Businesses Other Than Sidewalk Cafes.** Downtown businesses may continue their operations during Market hours. The areas in the Market that are contiguous with non-retail business(es) or business(es) that are closed during Market hours, are not to be used for the display or sale or promotion of produce, products, goods or services by such business(es) or by any person or group, other than as specifically authorized by the Council or by this Policy. Sales, promotions tables, and displays placed contiguous with the front of downtown business(es) are allowed as long as those sales or displays are an extension of what is available for sale or promotion by and within the contiguous business, and such sales or promotions are carried out by the owners or their employees. No activity which directly interferes with or competes with the Market and/or its Vendors shall be allowed within the public right-of-way during Market hours, unless that activity occurs by and within the contiguous business on a day-to-day basis as an integral part of such business. Independent contractors, sub-contractors, sub-lessees, agents, or others who are not

part of the day-to-day business of the contiguous owner shall not be allowed to sell or promote in the Market unless they otherwise qualify as a Farmers Market Vendor and meet all of the Farmers Market Vendor's requirements in this Policy. Sales tables, clothes racks, free-standing displays, etc., shall be placed contiguous with the storefront in a manner that allows the preservation of an unobstructed pedestrian access on the sidewalk of not less than four (4) contiguous feet, and as approved by the City Fire Marshall.

- d. **Universities, Colleges or Other Educational Institutions Participation in Farmers Market.** Universities, colleges, or other educational institutional departments and retail outlets are not allowed to apply as Market Vendors. Student organizations, if qualified, may participate as Vendors.
- e. **First Amendment Activities.** Because of the importance the City places on First Amendment rights and activities, the Council has adopted specific regulations relative to downtown First Amendment activities during Farmers Market hours. The City has established reasonable time, place, and manner restrictions and has designated Friendship Square as the location for such activities in the downtown area during Farmers Market hours. See Resolution No. 2012-12. No separate, additional, or expanded First Amendment activities shall be allowed within the Market during Market hours, unless specifically authorized by Council or required by the United States or Idaho Constitutions.

Per Resolution No. 2012-05, *"The City wishes to coordinate the multiple and varied uses of Friendship Square during Market days of the Market Season. Uses include playground, pedestrian, and other travel through Friendship Square, maintenance of an emergency access lane, music and arts performances, demonstrations by various arts groups and the like, and presentations of various messages, ideas, philosophies, and opportunities by various individuals and groups who wish access to the Market participants and members of the public on Market day. The City does not intend to control, or regulate and coordinate the message or content of a Speaker's "speech" on a Market day, but rather, desires to reasonably regulate and coordinate the time, place, and manner of the speech by allowing Speakers to avail themselves of the designated Friendship Square Speakers Space on Market days, while continuing to coordinate and accommodate their use of Friendship Square on Market day. Also, the City desires to preserve the principally non-commercial nature of Friendship Square and the Speakers Space to the extent allowed by law."* Please see Appendix 7 for the complete Resolution.

- f. **Nicotine Products.** All types and kinds of nicotine use, including smoking, vaping in all forms (including nicotine-free vape pens), and chewing tobacco, are prohibited within the boundaries of the Farmers Market during the hours of operation and through the duration of the Farmers Market Season. Resolution No. 2018-13.
- g. **Animals Prohibited in the Market.** Only ADA Service Animals, as defined in the Americans with Disabilities Act 2010 final regulations, are allowed throughout the Market boundaries, and are not restricted to the eastern and western sidewalks. Resolution No. 2018-12.

Vendor Operating Policies

1. Market Vendor Requirements

Those who participate in selling at the Market must be the owner and/or producer of their goods, represent at least one (1) vending category, as defined within this Handbook, and be approved through a jury process or site visit, as outlined in Appendix 6.

2. Hawking

Hawking (to offer for sale by calling aloud in public) is prohibited.

3. Sale and Distribution of Non-Approved Items

The sale, distribution, or display of non-approved items such as canned or bottled beverages, literature, information, signage, etc. not related to the Vendor's products or services is prohibited.

4. Public Health Management

To ensure the Market is creating a safe and non-hazardous environment to the public, all Vendors will abide by the following public health measures:

- a. **Waste Management.** Vendors are responsible for the set-up, clean-up, and safe operation of their assigned space. Vendors will provide their own receptacles/bags to manage waste, then must take any waste they generate with them at the end of the Market day. Waste receptacles in the Market are for use by Market customers and should not be used by Vendors for their waste. The dumpsters located throughout the downtown area are privately owned and are not for Vendors' use. Unauthorized use of other's solid waste container(s) is considered "theft of services" Pursuant to Idaho Code 18-2403(5)(c). This activity is a misdemeanor crime and punishable by up to a \$1,000 fine, plus court costs and up to one year in jail.
- b. **Health Regulations.** The Idaho Public Health Department conducts unscheduled inspections for compliance with relevant health and safety regulations throughout the Market Season to ensure public safety and adequate health practices. The Community Events Manager and/or a Public Health Department representative will enforce applicable State and Local requirements and have the authority to stop the sale of any items that are in violation of these regulations.
- c. **Grey Water.** Vendors are required by Idaho State Law, when applicable, to deposit grey water waste in the receptacle provided at the Market. No grey water or other waste water, fat, grease, oil, or other liquid shall be placed in the gutter or in a City storm water catch basin or other City water collection system. The Market provides a grey water dump station for use by Vendors. Grey water must be disposed of at this dump station. Vendors must take with them their non-grey water waste at the end of Market day.

5. Generators

The Market does not allow the use of generators during operating hours.

6. **Decorum / Etiquette**

The Market requires and expects considerate, polite, common sense, and friendly cooperation among all Vendors and toward other Market participants, and patrons. Vendors shall respect the authority of the Community Events Manager and Staff. Vendors shall respect the rights of the other Vendors, participants, and patrons. If a Vendor feels that he or she is being treated unfairly or in an unprofessional manner by the Market Community Events Manager, such complaint shall be made only to the Assistant City Supervisor.

7. **Participation in Market Promotion**

Participation in the Market acts as a grant of permission to City to use photographs and other images of Vendors for promotional purposes, without compensation. All Vendors give permission to City to release the Vendor's preferred method of contact information (name, business name, address, or phone numbers) to requesting patrons and other organizations for promotional purposes and for publication by print media, video, or motion picture.

8. **Signage**

All Vendors are encouraged to display at their booth the Vendor's business name, City, and State of operation. Vendors subject to signage requirements as listed under any Federal, State or City regulation, must comply. All signage must be contained within the Vendor's designated eleven foot (11') by fifteen foot (15') space(s).

9. **Pricing**

Market Vendors shall post clearly visible pricing for each item.

10. **Packaging and Labeling**

The Market encourages the use of recyclable packaging, and prohibits the use of Styrofoam packaging. All packaged food products (e.g., jams, jellies, salsa, nuts, etc.) must be labeled. Labels must include the Vendor's name and address; ingredients listed in order of volume (most to least); and potential allergenic ingredients. It is recommended that Vendor's also list their phone number on the label.

11. **Annual Gross Sales Reporting**

All Vendors are required to report their Annual Gross Sales by the third Wednesday in November, utilizing the online management software they register with, or via paper format. Individual Vendor reports will be kept confidential by Market Staff. Aggregate data will be used for future grant proposals, economic impact data collection, and Market reports. ***Failure of Market Vendors to report Annual Gross Sales, as required under this Policy, will result in said Vendor being disqualified to participate in the following Market Season. No appeals process provided.***

12. **Idaho Sales Tax Reporting**

Vendors must complete an Idaho Sales Tax Form ST-124 as required by the Idaho State Tax Commission. All Vendors are required by law to have a copy of Form ST-124 in their assigned space at all times. The State Tax Commission reserves the right to perform unscheduled inspections for tax compliance throughout the Market Season.

13. **Agreement to Hold Harmless, Defend, and Indemnify**

In order to participate in the Market, all Vendors shall sign an agreement that holds City harmless for any and all actions or inactions of every Market Vendor or person associated with such Vendor, and agree to defend and indemnify City for any claim filed against City related to any and all activities which are associated with the Vendor, the Market, or the Vendor's business.

14. Permits and Licenses

At the time of application, all Vendors shall provide current copies of any permits and licenses applicable and necessary for the sale of their products. For a list of permits and licensing resources, please refer to Appendix 5.

15. Third Party Certifications

All Vendors presenting products as third-party-certified, such as organic, Certified Naturally Grown, etc., shall include the authorized certification form with their Vendor application. Certification will be checked for compliance with the certifying entity or organization. Vendors not in compliance with their certification requirements, or cannot produce a current certification, will be required to remove signage stating the certification(s).

16. Annual Vendor Orientation

All Vendors are required to attend the mandatory annual Vendor Orientation meeting prior to start of Market Season, at a date and time set by the Community Events Manager. Failure to attend will result in one of the following scenarios:

- Tier 1 Vendors: Loss of eligibility to participate in the upcoming Market season.
- Tier 2 Vendors: Loss of eligibility to participate in the upcoming Market season.
- Tier 3 Vendors: Loss of designated Market space.

If illness, emergency, or another unanticipated conflict forces absence, the Vendor must contact the Community Events Manager as soon as they are able.

17. Non-Attendance

Vendors are required to communicate with the Community Events Manager on or before the Friday before the Market day that will be missed. If illness or emergency forces non-attendance, the Vendor must contact the Community Events Manager as soon as they are able.

18. Setup

Setup may begin at 5:00 a.m. Vendors are to enter on 5th Street, pull into their assigned space, unload their items to the sidewalk, and exit via 3rd Street or 6th Street. Vendors will park their vehicle a minimum of two (2) City blocks away from the Market (parking is available at Moscow City Hall and the adjacent Jefferson lot. See Appendix 8 – Vendor Parking Map. Once a Vendor's vehicle is parked, they can then begin setting up for their space for the Market. **Large vehicles and trailers should arrive early to allow sufficient time for unloading during setup.** Vendors must allow for traffic flow and may not block the main thoroughfare. 5th Street will be closed to all vehicles at 7:15 a.m. Vendors must be in their assigned space and be unloaded by 7:30 a.m. All vehicles must be off Main Street by 7:30 a.m., unless otherwise specifically allowed by the Community Events Manager. All tents must be placed as close to the adjacent curb as is physically possible, unless specifically authorized by the Community Events Manager to do otherwise.

19. Take-Down

5th Street will remain closed to Vendor traffic until 1:10 p.m. to ensure the safety of any children and patrons who may still be in the main thoroughfare. During this time, Vendors may begin to disassemble their space and move items to the sidewalk before retrieving their vehicle. **Vendors shall not retrieve their vehicle before items are ready to be loaded.** No vehicle may enter or leave the Market Location unless directed to do so by the Community Events Manager, a Peace Officer, or an emergency services provider. Vendors must allow for traffic flow and may not block the main thoroughfare. Vendors may continue loading their items from the sidewalk after 2:00 p.m. if their vehicle is off Main Street, in the parking stall, and facing the direction of traffic flow. The City requires that the Market Location be completely vacated by Vendors and made available to the public by 2:00 p.m.

20. Early Departure / Selling Out

Vendors requiring early departure must inform the Community Events Manager and obtain permission prior to leaving. Vendors must carry goods, supplies, and equipment out of their assigned space without using a vehicle. Vendors that sell out are encouraged to remain in their assigned space, but may pack-up items and carry them out without the use of a vehicle.

21. Vendor Space Assessment

All Vendors are subject to a Market space walk-through by the Community Events Manager and/or members of the Farmers Market Commission acting in an official capacity. The purpose of the on-site walk-through is to ensure all Vendors are current on required permits and licenses, and also to inspect the Vendor's goods and operations. Vendors found to be violating Market policies will be subject to penalties.

22. Resale

The resale or reselling of any product is strictly prohibited.

Policy Violations

Unless explicitly stated, violation of any Policy will be subject to the penalties outlined below. The purpose of penalties is to encourage communication between Vendor(s) and Market Management to correct the action so that the Vendor, where possible, may continue to sell goods within the Market. Penalties are cumulative whether the same Policy has been violated multiple times or multiple Policies violated multiple times. Nothing related to the Market's penalties shall affect, in any way, other laws and/or regulations with which Vendors must comply (e.g., health, tax, police, fire, etc.).

Penalties: All penalties will be issued via a carbon copy format; one (1) for the Vendor's records, and one (1) for the Market's records. See Appendix 4 – Moscow Farmers Market Notice of Penalty.

- **First Penalty** – A verbal warning shall be given to the Vendor.
- **Second Penalty** – A written warning shall be given to the Vendor. Vendor will provide Management an email or letter that states how the Vendor will correct the behavior. Failure to receive a statement from the Vendor will result in a forced absence for the next Market attendance.
- **Third Penalty** – A fifty dollar (\$50) fine will be imposed upon the Vendor. Failure to remit payment will result in the Vendor being prohibited from attending Market until the fine is paid.

Enforcement

The City of Moscow Farmers Market ("Market") Policies will be enforced by the on-site Community Events Manager and/or in consultation with the Assistant City Supervisor, depending on circumstances. As the Market Location encompasses public right-of-way or City-controlled property, City reserves its right to regulate activities which occur within such public property. All Vendors agree to abide by Market Policies upon acceptance into the Market.

Egregious Behavior and Offense

In the cases of a Vendor(s) acting in threatening or belligerent behavior, Management has the right to cease sales for the remainder of the Market and have the Vendor be dismissed early from the Market. Management will issue a penalty and present a case of expulsion or termination from the Market to the Farmers Market Commission. Vendor will be provided an opportunity to state their case, either orally, or in writing.

Appeals Process

If a Vendor has been found in violation of Market Policies, and where the Vendor believes the penalty imposed is based upon inaccurate or incomplete information, or would constitute an unfair action if imposed, the Vendor may use the appeals process.

- Vendor(s) who have been issued a penalty for an alleged Policy violation may appeal the decision within five (5) business days of the violation.

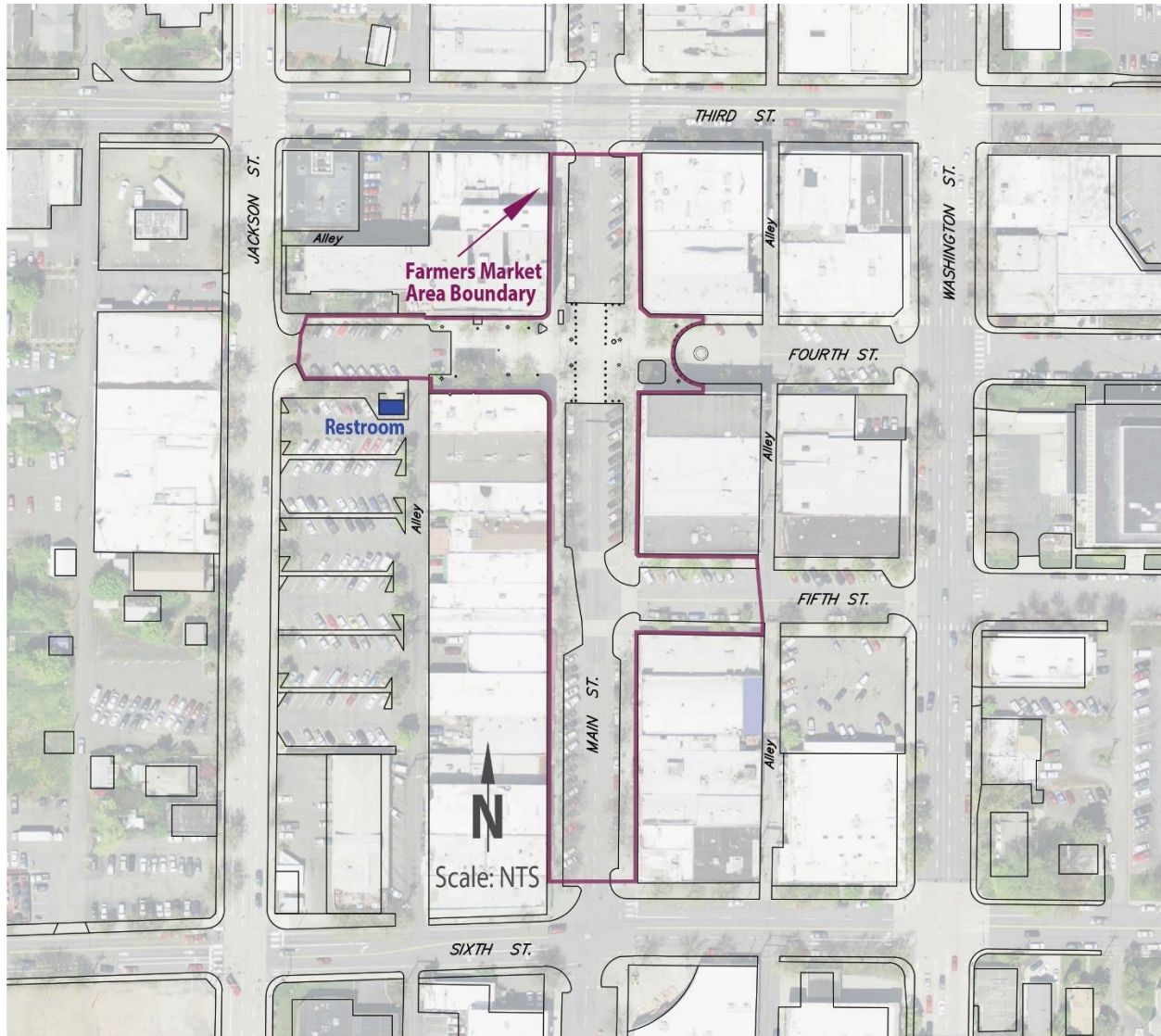
- Appeals must take the format of a written statement, detailing the reasons as to why the Vendor did not violate the Policy. Statements must be addressed to the Assistant City Supervisor.
- Vendor(s) may only appeal the alleged violation one (1) time.
- Any decision regarding the appeal will be rendered within five (5) days of receiving the appeal, and shall be final.

Effective Date

These policies shall be effective upon approval by the Moscow City Council.

Appendices

Appendix 1 – Moscow Farmers Market Map and Boundaries



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Appendix 2 – Moscow Farmers Market Vendor Fees

Number of days in attendance at the Market & associated fee by stall size									
Tier 1 (\$15 reg. fee)	1	2	3	4	5	6	7	8	
11'x15' (\$30/day)	\$30	\$60	\$90	\$120	\$150	\$180	\$210	\$240	
5'x15' (\$15/day)	\$15	\$30	\$45	\$60	\$75	\$90	\$105	\$120	
Tier 2 (\$50 reg. fee)	9	10	11	12	13	14	15	16	17
11'x15' (\$20/day)	\$180	\$200	\$220	\$240	\$260	\$280	\$300	\$320	\$340
5'x15' (\$12/day)	\$108	\$120	\$132	\$144	\$156	\$168	\$180	\$192	\$204
Tier 3 (\$125 reg. fee)	18	19	20	21	22	23	24	25	26
11'x15' (\$15/day)	\$270	\$285	\$300	\$315	\$330	\$345	\$360	\$375	\$390
5'x15' (\$9/day)	\$162	\$171	\$180	\$189	\$198	\$207	\$216	\$225	\$234
Additional Amenities									
Electricity <i>Limited outlets, 16 amp max</i>	Flat rate of \$10/day, regardless of Tier								
Non-Neighbor Spaces	Flat rate of \$5/day, regardless of Tier								
Vehicle Surcharge	Flat rate of \$15/day, regardless of Tier								
Other Vendor Categories									
Performance/ Busker	\$7 per group								
Youth Vendor	\$6 per group								

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Appendix 3 – Safety Compliance Requirements

The Moscow Volunteer Fire Department requires Vendor compliance with the following items at all times. Vendors are subject to inspection on an irregular basis for these requirements:

1. Tents, Canopies, Umbrellas, etc.
 - a. Weights are required on all types of coverings utilized by Vendors to reduce risk and harm from blow down. Each anchor point must have no less than twenty-four pounds (24 lbs.) weighing it down.
 - b. Weights requiring tethering shall:
 - i. Not create a tripping hazard;
 - ii. Use lines that are visible with soft edges to avoid abrasions; and
 - iii. Be securely attached to the tent, canopy, etc., at ground level, and not above a person's head, to prevent a clothesline effect.
 - c. Any part of a tent, canopy, etc., in a walkway, will apply red or florescent tape to prevent tripping hazards.
2. Fire Extinguishers
 - a. Vendors shall make arrangements for annual service of their fire extinguishers and ensure that a 'verification tag of service date' is in place.
 - b. A minimum of one (1) five pound (5 lb.) ABC type portable fire extinguisher is required for each Vendor with any type of cooking device or warming plate.
 - c. A class K rated portable extinguisher is required for deep-vat fry cooking equipment involving vegetable or animal oils and fats.
3. Portable Cooking devices
 - a. The national standard set by the National Fire Protection Agency (NFPA) 701 applies to the Market regarding portable cooking devices under any type of coverings. Vendors using this method to prepare or cook food shall do one (1) of the following:
 - i. Provide a certificate from an approved testing laboratory that states the covering's materials and performance meet the criteria outlined in NFPA 701; or
 - ii. Provide the brand of flame-retardant used to treat the covering. Treatment application must be through an approved manner that meets the flame propagation performance criteria outlined in NFPA 701.
 - b. No combustible material shall be within five feet (5') of any open flame or portable cooking device.
 - c. Portable cooking devices with a smoke stack must be a minimum of five feet (5') from any combustible material.
 - d. Secure compressed gas cylinders to prevent tipping and potential damage to the stem and/or regulator. Approved methods include chained to a stable structure or placed in a milk crate. Always secure gas cylinders in an upright, vertical manner on a flat surface.
4. Electrical Cords
 - a. All electrical cords shall be Underwriters Laboratories (UL) Approved.
 - b. Cover all electrical cords to prevent tripping hazards.
5. Fire Lanes: A minimum fire lane of twenty-five feet (25') shall be maintained at all times.

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Appendix 4 – Moscow Farmers Market Notice of Penalty

CITY OF MOSCOW, IDAHO			
FARMERS MARKET			
NOTICE OF PENALTY			
☐ 1 st Penalty	☐ 2 nd Penalty	☐ 3 rd Penalty	Date of Penalty: _____
Vendor: _____		Date of Notice to Vendor: _____	
Explanation of Infraction (reference to specific Farmers Market Policy): _____			

Vendor's response/explanation (optional): _____			

USE REVERSE OR OTHER PAPER IF NECESSARY			

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Appendix 5 – Permits, Licensees, and Resource Contacts

Permits and licensing information is different for each Vendor category. The following list is not exhaustive and is meant for user education purposes.

Food & Drug Administration (FDA) Food Safety Modernization Act (FMSA) Preventative Controls in Human Food Rule – Value-added projects and processed products made on-farm and in licensed commercial kitchens

<https://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/ucm525201.htm>

Public Health – Idaho North Central District

333 East Palouse River Drive
Moscow, ID 83843
(208) 882-7506 or (208) 799-3100
<https://www.latah.id.us/ncdhd/>

Idaho State Seed Lab (ISDA) Seeds

2240 Kellogg Lane
Boise, ID 83712
(208) 332-8630
www.agri.idaho.gov

Idaho State Tax Commission

800 Park Blvd., Plaza IV
Boise, ID 83701
(800) 972-7660 or (208) 334-7660
www.tax.idaho.gov

Moscow Fire Department

229 Pintail Lane
603 South Main
Moscow, ID 83843
(208) 882-2831
jwilliams@ci.moscow.id.us

Self-guided tool to determine if FMSA Produce Safety Rule applies to your farm

https://uidaho.co1.qualtrics.com/jfe/form/SV_8D1ucSIEq749AF

State of Idaho Alcohol Beverage Control Idaho State Police

700 S. Stratford Dr., Ste. 115
Meridian, ID 83642
(208) 884-7060
<https://www.isp.idaho.gov/abc/>

State of Idaho – Department of Agriculture (ISDA) Bedding plants, landscape plants, fresh or cut flowers

2270 Old Penitentiary Road
P O Box 790
Boise, ID 83701-0790
(208) 332-8620
www.idahoag.us

State of Idaho – Department of Agriculture (ISDA) Dairy Bureau

2270 Old Penitentiary Road
P O Box 790
Boise, ID 83701
(208) 332-8550

State of Idaho – Department of Agriculture (ISDA) Egg handler/dealer

2270 Old Penitentiary Road
P O Box 790
Boise, ID 83701-0790
(208) 332-8500
www.agri.idaho.gov
<https://adminrules.idaho.gov/>

State of Idaho – Department of Agriculture (ISDA) Food Safety Modernization Act (FMSA) Produce

Safety Rule – Fresh produce (fruits, vegetables, herbs, and other food crops)

2270 Old Penitentiary Road

P O Box 790

Boise, ID 83701

(208) 332-8698

<https://agri.idaho.gov/main/inspections/fsma-main/>

State of Idaho – Department of Agriculture (ISDA)

Organic

2270 Old Penitentiary Road

P O Box 790

Boise, ID 83701-0790

(208) 332-8673

www.idahoag.us

State of Idaho – Nursery

Plant Industries Division

P O Box 790

Boise, ID 83701

(208) 332-8620

www.agri.idaho.gov

State of Idaho Weights and Measures

2270 Old Penitentiary Road

P O Box 790

Boise, ID 83701-0790

(208) 332-8620

www.idahoag.us

University of Idaho Community Food Systems

Educator Colette DePhelps

Ag Science 333

875 Perimeter Dr.

MS2338

Moscow, ID 83843

(208) 883-4003

cdephelps@uidaho.edu

University of Idaho Extension FMSA Food Safety for Produce Growers

322 E. Front Street, Ste. 190

Boise, ID 83702

(435) 287-8773

<http://www.uidaho.edu/extension/food-safety-for-produce-growers>

University of Idaho Latah County Extension

Small Farmers Educator, Iris Mayes

200 S. Almon St., Ste. 201

Moscow, ID 83843

(208) 883-2267

latah@uidaho.edu

www.uidaho.edu/extension

Bees (Apiary). Idaho Bee Inspection Program. All beekeepers are required to register their bees with the Idaho State Department of Agriculture (ISDA) and pay a registration fee, as well as a honey advertising tax on each colony of bees.

<https://agri.idaho.gov/main/plants/bees-apiary-inspection/>

Dairy. Selling raw milk; information on small herd exemptions, and selling shares of raw milk.

Idaho State Department of Agriculture, Dairy Bureau (208) 332-8550.

<https://agri.idaho.gov/main/animals/dairy-bureau/>

Eggs. It is a requirement under [Title 37, Chapter 15](#), Idaho Code, "Egg and Egg Products" and [IDAPA 02.02.11](#) "Rules Governing Egg and Egg Products" to comply with the laws and rules if you are a distributor of egg and/or egg products or if you have three hundred (300) or more birds. If an individual **has less than three hundred (300) birds**, the eggs can be sold without complying with the requirements; however, the eggs must be clean and the container must be labeled with the individual's name, address, phone number, and the words "UNGRADED EGGS".

<https://agri.idaho.gov/main/animals/avian-species/eggs/>

Fresh Produce. The Food Safety Modernization Act (FSMA) Produce Safety Rule was made final on January 26, 2016, and establishes science-based minimum standards for the safe growing, harvesting, packing and holding of fruits and vegetables grown for human consumption. Many, if not all farms, will be impacted by at least part of the FSMA Produce Safety Rule, even those that are very small. Compliance dates for some parts of the rule are already underway, with full compliance for many farms starting in January 2018. The FDA has a brief summary of the key requirements for the final Produce Safety Rule available on their website.

<https://www.fda.gov/downloads/Food/GuidanceRegulation/FSMA/UCM472887.pdf>.

The University of Idaho has developed a self-guided tool to determine if the FSMA Produce Safety Rule applies to your farm. https://uidaho.co1.qualtrics.com/jfe/form/SV_8D1ucSIEq749AF.

For regulatory compliance in Idaho, <https://agri.idaho.gov/main/inspections/fsma-main/>.

For regulatory compliance in Washington, https://agr.wa.gov/FoodAnimal/FSMA/FSMA_food.aspx

Meat. Idaho does not have any State inspected meat processing facilities so all meat sold by the cut at the Farmers Market needs to be processed in a USDA approved facility. Contact your local Health Department at (208) 882-7506 for any food license requirements and additional information on best practices for selling meat in the Market. <https://agri.idaho.gov/main/animals/>

Nursery, Florists, and Landscaping. Anyone who engages in, conducts, or carries on the business of propagating, growing, selling, dealing in, or importing into Idaho, for sale or distribution, any nursery or florist stock, or engages in the installation of landscape plants, or acts as an agent, salesman, or solicitor for any nurseryman, florist, landscape contractor, or dealer in nursery or florist stock, must first obtain a license to do so from the Idaho State Department of Agriculture. Pursuant to Idaho Code § 2305(2), sellers with less than \$500 gross annual sales are exempt from licensing.

<https://agri.idaho.gov/main/plants/nurseries-florists-and-landscaping/>

Organic. The Idaho State Department of Agriculture's Organic Certification Program is an accredited certifying agent of the USDA's National Organic Program. It provides certification services for crops, wild crops, livestock, and handlers/processors. The Department also provides material registration for manufacturers who produce inputs used in organic production. <https://www.usda.gov/topics/organic>

Poultry. Poultry sales and processing regulations fall under Idaho Health and Welfare, but your local Health Department (Idaho North Central Health District) is your contact for making sure you are in compliance at (208) 882-7506 or (208) 799-3100. <http://idahopublichealth.com/79-environmental-health/92-food-protection>.

Processed and Value-Added Foods. The Food Safety Modernization Act (FSMA) Preventative Controls for Human Food Rule was finalized in 2016. Compliance dates for some businesses began in September 2016 and additional compliance dates for farms and very small businesses will begin in September 2018. It is important to understand how the PCHF Rule applies to your business. FDA website on the FSMA Final Rule for Preventive Controls for Human Food. <https://www.fda.gov/Food/GuidanceRegulation/FSMA/ucm334115.htm>.

See pages 7 and 20 of the FDA PCHF Compliance Guide to determine if you have to comply with the rule. <https://www.fda.gov/downloads/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/UCM526507.pdf>.

Please note, all facilities are required to notify FDA about their compliance status. To learn more about notifying FDA, see page 18 of the Compliance Guide.

Soil and Plant Amendments. Registration with ISDA is required in order to distribute soil or plant amendments in the State of Idaho. <https://agri.idaho.gov/main/plants/>

Weights and Measures. ISDA W&M requires any weighing or measuring instrument or device used for commercial purposes in the State of Idaho, to be licensed annually. This includes scales to measure produce at the Market. <https://agri.idaho.gov/main/weights-and-measures/>

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Appendix 6 – How to Become an Approved Vendor

Basic Requirements:

- ☐ I am the grower/producer of my products
- ☐ My business operates within 200 air miles of Moscow, Idaho

Specific Requirements:

Site Visits – Those wishing to sell items that qualify them as an Agricultural Vendor are subject to a Site Visit of their operation either before or during the Market Season. ***While this is a requirement for Agricultural Vendors, ALL VENDORS are subject to a site visit.*** The Market schedules Site Visits in advance and includes members from the Farmers Market Commission and Farmers Market Staff. The purpose of a Site Visit is to learn more about a Vendor's operation and ensure compatibility between the on-site practices and the Market's values and philosophies. The Market requires that Agricultural Vendors, that are in the sub-category of Forager, disclose where product was harvested within a five [5] square mile description. The Market reserves the right to require a Vendor to sign a disclosure form, under penalty of perjury, stating that no laws were violated in harvesting or selling of wild mushrooms, plants, or berries.

Craft & Food Jury – Those wishing to sell items that qualify them as a Non-Agricultural Vendor (Prepared Food Vendor and/or Craft/Artisan Vendor) shall do the following:

- Submit a Craft and Food Jury Reservation Form
- Submit a current permit or Food Risk Assessment Form completed by the Public Health Department (only applicable to Prepared Food Vendors)

The Craft & Food Jury provides an opportunity for potential Vendors to display their items as if they were at the Moscow Farmers Market. The Market provides participants one six foot (6') table for set up. Participant(s) has one (1) hour to set-up prior to the start of the Jury. At the end of the Jury, participants have one (1) hour to take down their display and collect their supplies. The Market will discard any items or supplies left behind. A jury panel handles, examines, and/or tastes presented items. Jury panelists are comprised of Farmers Market Commission members, Arts Commission members, and other community residents selected for their expertise. A participant's score is based on the following:

- Table Display
- Sourcing
- Product Design and Integrity

Note for Prepared Food Vendors: Additionally, Prepared Food Vendors shall provide examples of their product's packaging. The Market prohibits the use of Styrofoam packaging. Ingredient labels must clearly indicate potential allergenic items and will list ingredients by volume (most to least).

Each evaluator completes a Jury Score Card (examples provided below) per participant. Score cards are tallied and an average score is provided per participant. The Market requires that

participants receive a minimum score of seventy percent (70%) to be qualified to participate in the Market. The Community Events Manager reserves the right to select fewer qualified Vendors based on availability of space and current Market product mix. The Community Events Manager notifies prospective Vendors of the Jury results within two (2) business days. Upon approval, qualified vendors are expected to attend the mandatory Annual Vendor Orientation and may begin the registration process. Paperwork must be completed and submitted prior to requesting a space assignment. Approval does not equate to receiving space at the Market. Prospective Vendors who do not receive the minimum qualifying score may re-submit a Reservation Form and re-jury at a later date. Upon request, the Community Events Manager provides evaluation feedback to prospective Vendors seeking to make improvements to their operation.

ARTISAN/CRAFT CRITERIA		Poor (0)	Average (1)	Excellent (2)	Notes <i>(shared with prospective vendors that request them and are entered into the Market's record database)</i>
DISPLAY	Display is visually appealing (6 points)				
	Neat and attractive				
	Items are relatable and present a cohesive theme				
	Product list is present and prominently displayed with prices (prices listed on each item is an acceptable substitute)				
SOURCING	Products feature local sourcing (4 points)				
	Material choices reveal a consideration for environmental and economic sustainability				
	Material choices are sourced locally within a 200-air mile radius				
PRODUCT DESIGN AND INTEGRITY	Products offer a distinct look and feel not readily duplicated (12 points)				
	Unique				
	Structurally intact				
	Exhibit craftsmanship				
	Exhibit original design				
	Reflect local/regional area				
	Made by the prospective vendor without excessive reliance on ready-made or mass-produced elements (e.g. pre-die-cut objects, pre-fabricated objects, stamp kits, promo items, etc.)				
Display: Sourcing: Product design & integrity:				Minimum qualifying score: <u>15.5/22 = 70%</u> Participant's score: <u> /22 = %</u>	
All products accepted: ☐ Yes ☐ No (list products not accepted below)					
Notes to the Community Events Manager:					

HOT/PREPARED/PROCESSED/ PACKAGED FOOD CRITERIA		Poor (0)	Average (1)	Excellent (2)	Notes <i>(shared with prospective vendors that request them and are entered into the Market's record database)</i>
DISPLAY	Display is visually appealing (6 points)				
	Neat and attractive				
	Item arrangement reveals forethought for customer engagement				
	Menu is present and prominently displayed with prices				
SOURCING	Products feature local sourcing (4 points)				
	Ingredient choices reveal a consideration for environmental and economic sustainability				
	Ingredient choices are sourced locally within a 200-air mile radius				
PRODUCT DESIGN AND INTEGRITY	Product flavors & textures are appealing (6 points)				
	Appearance (sight)				
	Flavor (taste) & Aroma (smell)				
	Unique with an innovative approach to cuisine and original recipes by prospective vendors				
	Products presented in an appetizing manner (6 points)				
	Ingredient(s) label present and distinct				
	Potential allergen warnings clearly listed				
	Serving and packaging techniques exhibit adequate food safety practices (e.g. hot food served at appropriate temperatures, dairy products served at appropriate temperatures, packaged food seals are unbroken, etc.)				
Display: Sourcing: Product design & integrity:				Minimum qualifying score: <u>15.5/22 = 70%</u> Participant's score: <u> /22 = %</u>	
All products accepted: ☐ Yes ☐ No (list products not accepted below)					
Notes to the Community Events Manager:					

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Appendix 7 – Friendship Square Use Policy during Farmers Market Season

Resolution No. 2012-05

RESOLUTION NO. 2012 - 05

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A POLICY FOR THE USE OF FRIENDSHIP SQUARE ON MARKET DAYS DURING THE FARMERS MARKET SEASON; PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Friendship Square is City property owned, operated, and controlled by the City; and

WHEREAS, Friendship Square functions, in part, as a downtown meeting place, a place for arts performances, playground and visiting uses, protests and demonstrations, and the presentation to the public of various messages, ideas, and public expressions; and

WHEREAS, Moscow's Farmers Market (hereinafter "the Market") has been in existence for many years; and

WHEREAS, the Market is an integral part of various downtown Saturday activities during the months of May through October annually; and

WHEREAS, multiple individuals and groups (in increasing numbers) seek to access the Farmers Market audience and participants (also increasing in number) by utilizing a portion of Friendship Square on Market days; and

WHEREAS, the City wishes to make space in Friendship Square available to individuals and groups to allow them to present their messages, ideas, opportunities, and information on Market days (Saturdays) during the Farmers Market Season; and

WHEREAS, the Council believes that these Friendship Square regulations comprise Constitutionally reasonable time, place, and manner restrictions and coordination of uses in Friendship Square during Market days; and

WHEREAS, the City also wishes to coordinate Friendship Square uses by reserving portions of Friendship Square for pedestrian, music, arts and other performances, visiting, emergency access, playground uses, recreation, and other uses and access to the Market and Main Street; and

WHEREAS, coordination and accommodation of such multiple uses in Friendship Square on Market days are consistent with the law, City goals and values, and will support Market activities without undue interference with the Market;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow as follows:

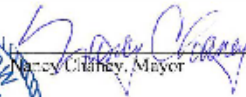
The attached *Friendship Square Use Policy During Farmers Market Season* is hereby adopted and shall be effective upon publication according to law.

PASSED AND APPROVED by the Council and Mayor of the City of Moscow, Idaho, this 16th day of April, 2012.

ATTEST:


Stephanie Kalasz, City Clerk




Nancy Clancy, Mayor

FRIENDSHIP SQUARE USE POLICY
DURING FARMERS MARKET SEASON

- A. **Definitions.** For purposes of this Friendship Square Use Policy During Farmers Market Season ("Policy"), certain words and terms used herein are defined as follows:

City of Moscow Farmers Market, Farmers Market, Market. City-sponsored selling and associated activities which take place every Saturday from May through October in the downtown area which focuses on the sale of locally grown and/or value added produce and goods and which has traditionally occurred in 4th Street and South Jackson Street parking lot (and as shown on Attachment "A" incorporated into this Policy).

Friendship Square. The public pedestrian mall area in downtown Moscow immediately south of the Moscow Hotel, immediately north of the Skattaboe Building, east of the 4th Street and South Jackson Street parking lot and west of Main Street, as designated on the Attachment "A", incorporated into this Policy.

Market day. Every Saturday during the Farmers Market Season (from May through October) during which the Market is in operation, (i.e., 8:00 a.m. to 1:00 p.m. local time).

Speaker(s). A person or entity whose presence in Friendship Square on a Market day is primarily for the purpose of presenting a message, activity or opportunity to the Market audience, participants, and/or members of the public and which message or activity does not compete directly with Market Vendors. This includes individuals or groups who wish to utilize Speakers Space for local arts, philanthropic, charitable, non-profit, social, and other similar purposes governed by this Policy.

Speakers Space. The area generally south of the current emergency access lane, playground and permanent benches in Friendship Square and north of the north wall of the Skattaboe building currently occupied by New Saint Andrews College and Bloom Restaurant (minus the spaces in front of the ingress/egress features) that is currently available for continuing use by Speakers, as described in this Policy and as shown on Attachment "A".

- B. **Background.** Since the establishment of the Farmers Market in the early 1970's, a portion of Friendship Square (adjacent to the Market) has been used during Market hours of operation for local arts, philanthropic, performance, pedestrian, charitable, non-profit, social, and similar purposes. Individuals and groups in Friendship Square during Market days focus principally on getting their "message" or opportunity out to those participating in the adjacent Market (approximately 5,329 people per Market day).

The City wishes to preserve part of Friendship Square (i.e., the area in Friendship Square not identified and set apart as "Speakers Space" in Attachment "A") for the emergency access lane that runs east-west through the entirety of Friendship Square so that it remains free and open for access and/or use by emergency responders. The City also desires to allow for the safe and open use of the established public playground and benches during Farmers Market hours of operation. Additionally, the non-Speakers Space portion of Friendship Square to the north and south of the emergency access lane needs to remain open for visiting, foot traffic, bicycle, stroller, wheelchair, and similar movement through Friendship Square to access the Market and Main Street, and for music, arts, and other programs (including those organized or sponsored by City) that occur within Friendship Square as a multi-faceted downtown public venue.

Because Moscow is an inclusive community with a deep and long-term commitment to education and diversity (in all of its aspects), the City wishes to preserve space to accommodate "messages" and Speakers ("Speakers Space") in Friendship Square.

- C. **Policy Purpose.** The City wishes to coordinate the multiple and varied uses of Friendship Square during Market days of the Market Season. Uses include playground, pedestrian and other travel through Friendship Square, maintenance of an emergency access lane, music and arts performances, demonstrations by various arts groups and the like, and presentations of various messages, ideas, philosophies and opportunities by various individuals and groups who wish access to the Market participants and members of the public on Market day. The City does not intend to control or regulate and coordinate the message or content of a Speaker's "speech" on a Market day, but rather, desires to reasonably regulate and coordinate the time, place and manner of the speech by allowing Speakers to avail themselves of the designated Friendship Square Speakers Space on Market days while continuing to coordinate and accommodate their use of Friendship Square on Market day. Also, the City desires to preserve the principally non-commercial nature of Friendship Square and the Speakers Space to the extent allowed by law.

By this Policy, the City does not wish to interfere with Market Policies or activities and desires that this Policy be administered independently from any Market Policy. Additionally, because of the multiplicity of uses and because of the increased density of occupancy in Friendship Square during Market day operations, with the exception of a "service animal" (as defined in the Americans With Disability Act 2010 Final Regulations), dogs and other animals and pets are not allowed in Friendship Square during the hours of 8:00 a.m. through 1:00 p.m. local time on Saturdays in May through October, unless specifically authorized in writing by the City Parks and Recreation Director for a specific planned event or demonstration (such as a raptor show or magic act).

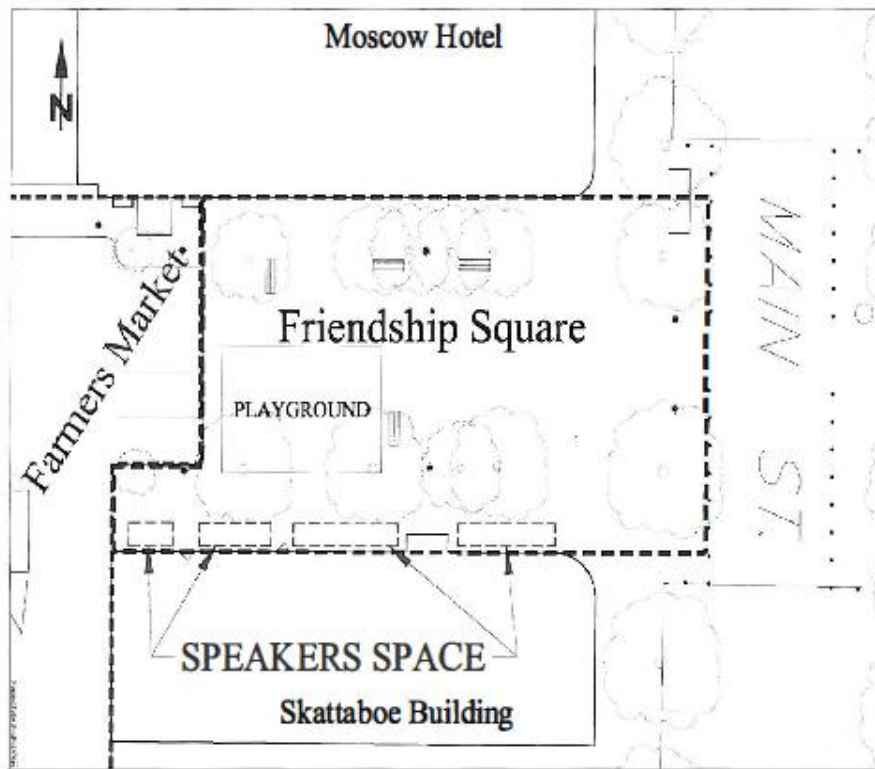
- D. **Speakers' Activities.** Within the Speakers Space, Speakers are allowed to offer information, answer questions, hand out materials, participate in discussions, and/or suggest ideas relative to their cause or message in whatever lawful manner they wish. Speakers may sell or give away promotional and other articles with the sponsoring individual or group's name, logo, cause, or graphic on them. The selling of raffle or other tickets for future local events (plays, concerts, charities, fundraisers, etc.); campaign and other political activities; solicitation and acceptance of donations; fundraising; food drives; and similar commercial speech and/or activities that do not compete with Market Vendors, are allowed in the Speakers Space during Market hours. Speakers may not sell, distribute, or give away any item that is available for purchase from a Vendor in the Market.

"For-profit" individuals and groups may use the Speakers Space if their presence is not intended to and does not result in on-site sales (other than those allowed Speakers by this Policy), taking orders for merchandise and/or for paid services. For-profit concerns may wish to contact the City for information on how to qualify as a Vendor in the Market.

Any individual or group using all or part of the Speakers Space may also move freely within Friendship Square and within public spaces outside of the Market but such Speaker(s) may not conduct business, sales or Speakers activities within the Market. Speakers are allowed to place temporary structures in the Speakers Space (such as a piece of equipment, a table, or self-standing sign), so long as the structures are removed by 2:00 p.m. local time on Market day.

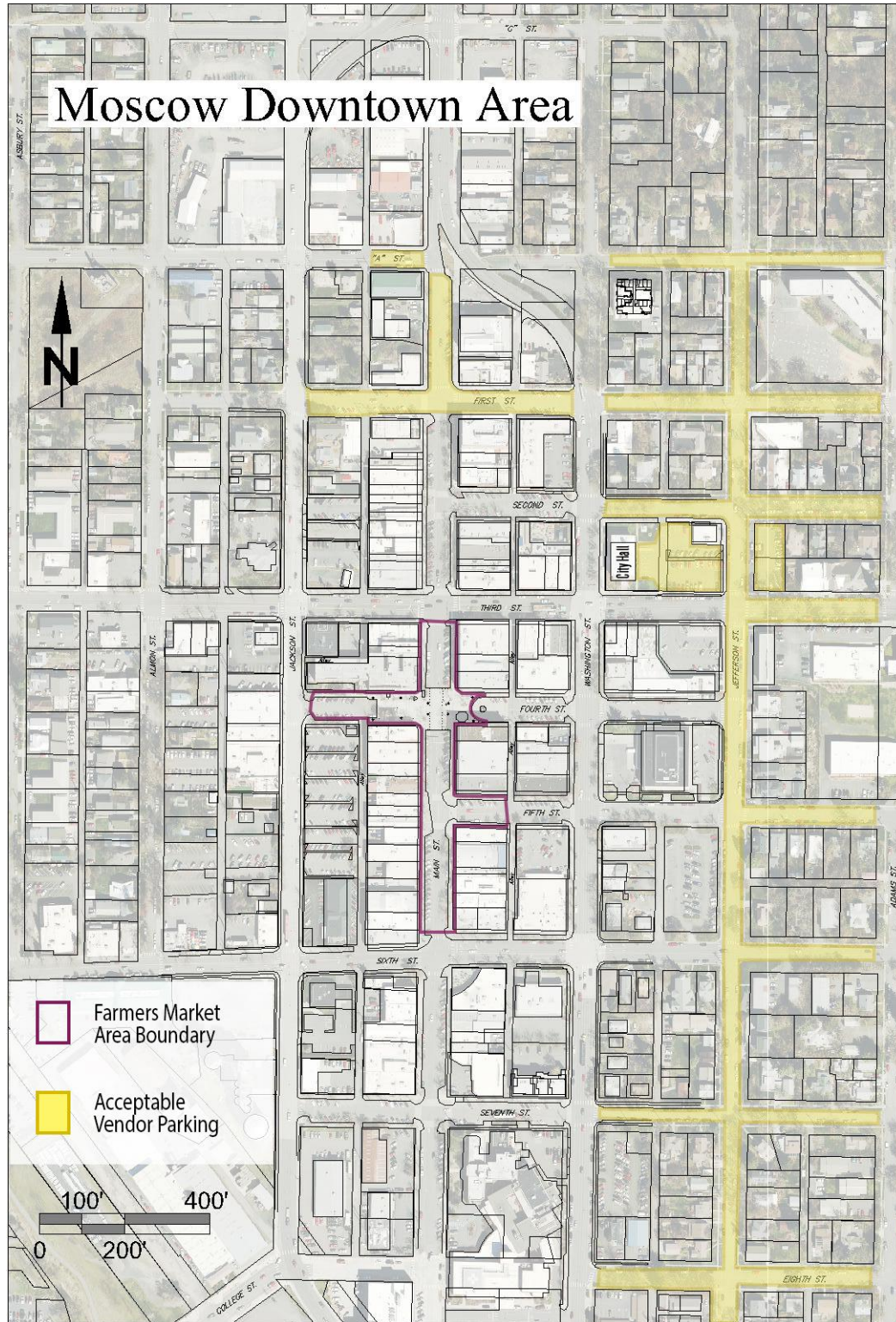
- E. **The Speakers Space,** identified in Attachment "A" attached to this Policy and fully incorporated herein by reference, is reserved for Speakers and Speakers activities during Market days, pursuant to this Policy.
- F. **Alternatives to Speaker(s) Display in Friendship Square.** If there is no Speakers Space available on a Market day pursuant to this Policy, the City may be contacted about using other public facilities and/or other venues or outlets for their messages, such as peaceful moving pickets or demonstrations on City sidewalks outside of the Friendship Square Speakers Space; the use of City parks and other public spaces, venues, and facilities; securing of a Vendor permit pursuant to Moscow City Code Title 9, Chapter 11; using Friendship Square during non-Market hours, etc.

ATTACHMENT " A "



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Appendix 8 – Vendor Parking Map



CITY COUNCIL STAFF REPORT

DATE: Monday, March 16, 2020



RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

ADDITIONAL PRESENTER(S)

Mitch Marx

OTHER RESOURCES

AGENDA ITEM TITLE

Comprehensive Annual Financial Report Presentation (ACTION ITEM) - Sarah Banks / Mitch Marx

DESCRIPTION

Presnell Gage Accountants, the City's auditors, will be presenting the City's FY2019 Comprehensive Annual Financial Report (CAFR) and reporting significant changes to City Council regarding the annual audit and outlining comparative changes compared to the FY2018 CAFR. The City has received the Certificate of Achievement for Excellence in Financial Reporting for the CAFR for 16 consecutive years. After approval, staff will submit the FY2019 CAFR for consideration for the award. The accompanying final draft of the FY2019 CAFR is submitted for City Council review.

STAFF RECOMMENDATION

Recommend Council review and approval of the FY2019 Comprehensive Annual Financial Report as presented.

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept the City of Moscow audited Comprehensive Annual Financial Report for FY2019 as presented; or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

None

COMMITTEE STAFF REPORT

DATE: Monday, March 16, 2020



RESPONSIBLE STAFF

David Schott, Assistant Parks and Recreation Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Jim Lyle Rotary Park Playground Equipment Selection (ACTION ITEM) - David Schott

DESCRIPTION

The Parks and Recreation Department is requesting authorization to purchase playground equipment and rubber tile safety surfacing at the cost of \$58,000 from Allplay Systems for Jim Lyle Rotary Park. In addition, the Parks and Recreation Department is requesting an additional \$3,000 for materials and supplies for parks staff to install the playground equipment and rubber tile safety surfacing. The playground equipment is intended for 5 to 12-year-old children and will replace the existing wooden structure at Jim Lyle Rotary Park.

This project was approved in the FY2020 budget with the use of Hamilton Funds as required by Resolution 2017-07 which notes, "the City wishes to direct the remaining Hamilton Fund balance to be used in City Parkland Development for the purchase and installation of playground equipment and attendant pathways and access to such playgrounds in City Parks;"

Attendant pathways are already installed and in good working order at the Park. If approved, the tile and equipment will be installed by the City of Moscow certified installers and Parks Crews, a process that typically saves approximately \$15,000 per installation.

The Public Works / Finance Committee reviewed and recommended approval at their March 9, 2020 meeting.

STAFF RECOMMENDATION

Recommend approval of the purchase of playground equipment and rubber tile safety surfacing at the cost of \$58,000 from Allplay Systems for Jim Lyle Rotary Park and an additional \$3,000 for materials and supplies for parks staff to install the playground equipment and rubber tile safety surfacing with funding from the Hamilton Fund.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the purchase of playground equipment and rubber tile safety surfacing at the cost of \$58,000 from Allplay Systems for Jim Lyle Rotary Park and an additional \$3,000 for materials and supplies for parks staff to install the playground equipment and rubber tile safety surfacing with funding from the Hamilton Fund or take such other action deemed appropriate.

FISCAL IMPACT

The funding source is the Hamilton Fund, and was approved through the FY2020 budget. The budgetary line item for expenses is Parks & Recreation Parks Capital Expense 350-165-30-770-76.

PERSONNEL IMPACT

ATTACHMENTS

1. 02.14.20 Public Voting Results Jim Lyle Rotary Park
2. Presentation Board Option 8 - Playcraft - Allplay
3. Fee Proposal Jim Lyle Rotary Park Playground Equipment
4. Allplay Systems Proposal Jim Lyle Rotary Park

Jim Lyle Rotary Park Playground Voting Results

Option	Brand	Supplier	Online	Paper Ballot	Total
Option #1	Little Tikes	Cascade Recreation	15	5	20
Option #2	Landscape Structures	Play Creation - Option 1	17	6	23
Option #3	Landscape Structures	Play Creation - Option 2	59	21	80
Option #4	Kids Tale	Recreation Today	10	0	10
Option #5	Gametime	Great Western Recreation - Option 1	11	1	12
Option #6	Burke	Buell Recreation - Option 1	25	4	29
Option #7	Burke	Buell Recreation - Option 2	9	8	17
Option #8	Playcraft	Allplay - Option 1	86	45	131
Option #9	Playcraft	Allplay - Option 2	18	6	24
		TOTAL VOTES:	250	96	346



System
Type
For Kids
Ages

R-5
5-12

JIM LYLE ROTARY PARK PLAYGROUND

Project# APS196FCC2A-1

IMPORTANT: The colors shown are for illustration purposes only.
Actual colors may vary. Contact your Playcraft Rep for accurate color samples.



By responding to this RFP, each respondent agrees that any finding by the City of Moscow of any fact in dispute with respect to this RFP or the responses thereto, shall be final and conclusive, except as provided herein.

Jim Lyle Rotary Park
Playground Equipment and Rubber Tile Safety Surface System Project
City of Moscow
P O Box 9203 (Mailing Address)
650 North Van Buren Street (Shipping Address)
Moscow, Idaho 83843

Following is my fee proposal for the City of Moscow's Jim Lyle Rotary Park Playground Equipment and Rubber Tile Safety Surface System Project:

Playground equipment 5-12 year old's with surface mount:

29,970⁰⁰

Swing sets for two 5-12 year old's and two inclusive seats:

3,090⁰⁰

Free standing inclusive ground play elements:

22,340⁰⁰

Rubber tile safety surface system, entire play area:

Please specify tile thickness: RB RUBBER TILES, 4" THICK, COLOR TOPPED
* INCLUDES 10 EXTRA TILES.
Playground equipment, swing sets, and ground elements
delivery charge:

1,250⁰⁰

Safety surfacing delivery charge:

1,350⁰⁰

Proposal Total:

\$58,000

12/10/2019
Date

ALLPLAY SYSTEMS LLC
Firm Name

PO BOX 1886, SEQUIM, WA, 98382
Mailing Address

JEFF HANSEN 425-766-7822
Authorized Representative Phone Number

JEFF@ALLPLAYSYSTEMS.COM
Email Address

Estimated delivery time from order date: 6 to 7 WEEKS.

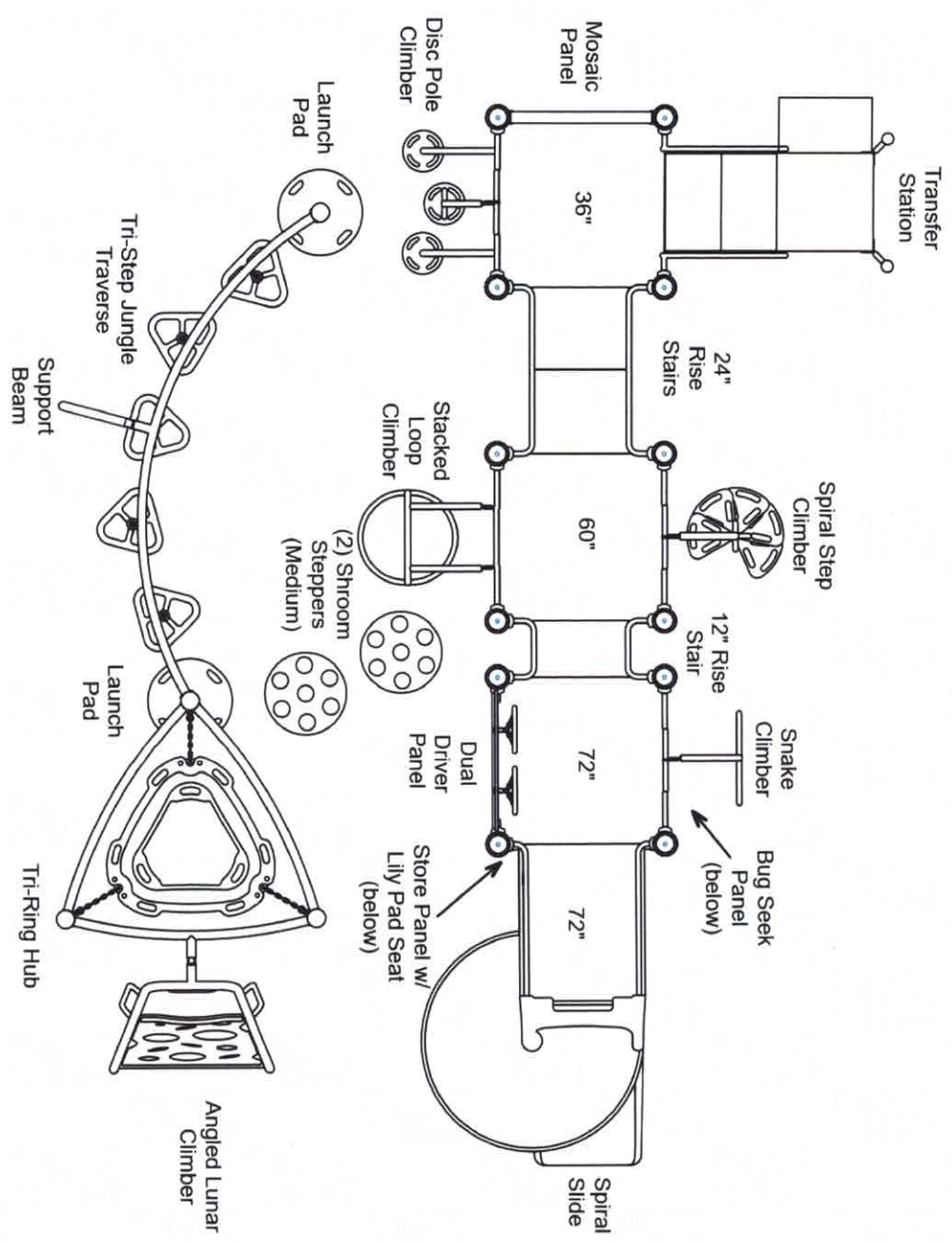




ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
7	7/4	0	6/2	4/2

Surface Mounted



GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.

RH5

FOR KIDS
AGES
5-12



JIM LYLE ROTARY PARK PLAYGROUND TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE				
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	4/0	1/0

FOR KIDS
AGES
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.

PC 2181-8
8FT SINGLE
POST SWING
(2B)

PC 2181-8 8FT
SINGLE POST
SWING (ADD-A-
BAY, 2INC)



STRUCTURE#: FREPC2181+AB

PROJECT#: APS196FCC2A-1

DATE: 12/6/2019 | DRAWN BY: Nathaniel

MIN. USE ZONE: 36' x 31'

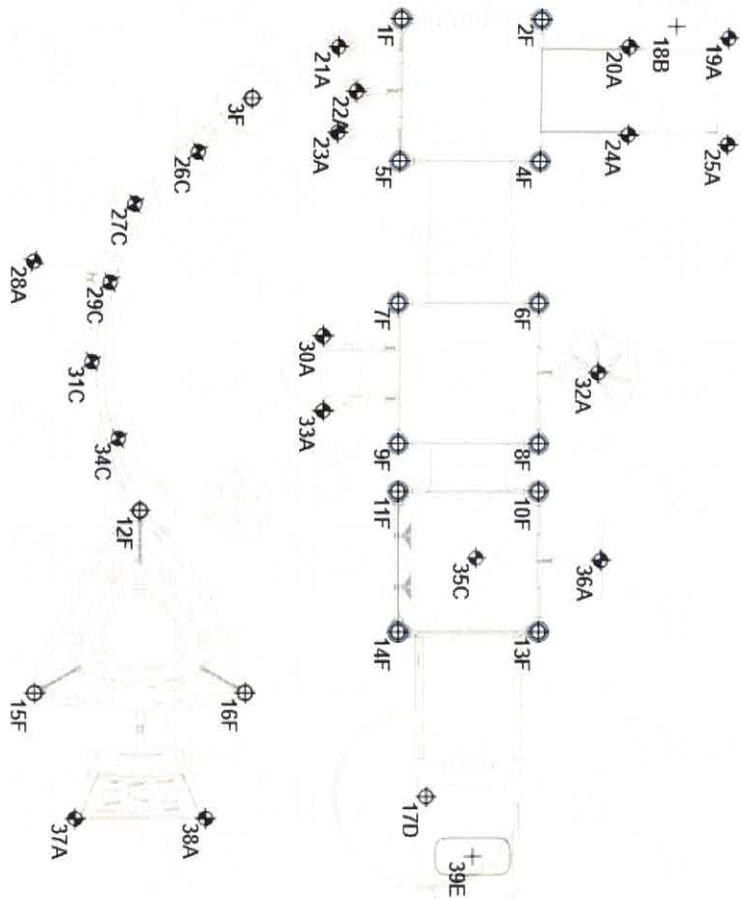
PLAYCRAFT REP:

AllPlay Systems



JIM LYLE ROTARY PARK PLAYGROUND

TOP VIEW (Footings)



FOOTING TABLE			
#	TYPE	SIZE/DEPTH	QTY
A	AE-1025	Climber/Rail Mount	14
B	AE-1025	Climber/Rail Mount	1
C	EF12	W:12' x L:12' x D:18"	6
D	Postfooting	W:18' x L:18' x D:30"	1
E	EFO	W:12' x L:24' x D:24"	1
F	AE-7190-R5	Post Mount - R5	12
G	AE-7046-RV	Post Mount - RV	4

FOOTING ORDNATE TABLE							
#	X	Y	DIAG	#	X	Y	DIAG
1	0'-0"	0'-0"	0'-0"	21	0'-9"	-1'-8"	1'-10"
2	0'-0"	3'-9"	3'-9"	22	1'-11"	-1'-2"	2'-3"
3	2'-1"	-4'-0"	4'-6"	23	3'-0"	-1'-8"	3'-5"
4	3'-9"	3'-9"	5'-4"	24	3'-0"	6'-1"	6'-10"
5	3'-9"	0'-0"	3'-9"	25	3'-3"	8'-9"	9'-4"
6	7'-6"	3'-9"	8'-5"	26	3'-6"	-5'-5"	6'-5"
7	7'-6"	0'-0"	7'-6"	27	4'-11"	-7'-1"	8'-7"
8	11'-3"	3'-9"	11'-10"	28	6'-5"	-9'-9"	11'-8"
9	11'-3"	0'-0"	11'-3"	29	7'-0"	-7'-8"	10'-5"
10	12'-6"	3'-9"	13'-1"	30	8'-5"	-2'-0"	8'-7"
11	12'-6"	0'-0"	12'-6"	31	9'-1"	-8'-2"	12'-3"
12	13'-0"	-6'-11"	14'-9"	32	9'-4"	5'-4"	10'-9"
13	16'-3"	3'-9"	16'-8"	33	10'-4"	-2'-0"	10'-7"
14	16'-3"	0'-0"	16'-3"	34	11'-1"	-7'-6"	13'-5"
15	17'-11"	-9'-9"	20'-4"	35	14'-4"	2'-1"	14'-5"
16	17'-11"	-4'-1"	18'-4"	36	14'-4"	5'-5"	15'-4"
17	20'-8"	0'-9"	20'-8"	37	21'-3"	-8'-8"	22'-11"
18	0'-2"	7'-4"	7'-4"	38	21'-3"	-5'-2"	21'-11"
19	0'-6"	8'-9"	8'-9"	39	22'-4"	2'-0"	22'-5"
20	0'-9"	6'-1"	6'-2"				

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP	ACCESSIBLE GROUND	TYPES
7	7/4	0	6/2	4/2

RH5

FOR KIDS
AGES
5-12

STRUCTURE#: R5HAE60AA

PROJECT#: APS196FCC2A-1

DATE: 12/6/2019 | DRAWN BY: Nathaniel

MIN. USE ZONE: 36' x 31'

PLAYCRAFT REP:

AllPlay Systems



JIM LYLE ROTARY PARK PLAYGROUND
TOP VIEW (Footings)

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	4/0	1/0

FOR KIDS
AGES
5-12

FOOTING TABLE			
#	TYPE	SIZE/DEPTH	QTY
A	EF24	W:24" x L:24" x D:32"	3

FOOTING ORIGINATE TABLE			
#	X	Y	DIAG
1	0'-0"	0'-0"	0'-0"
2	11'-7"	0'-0"	11'-7"
3	23'-2"	0'-0"	23'-2"

#1A #2A #3A



STRUCTURE#: FREPC2181+AB
PROJECT#: APS196FCC2A-1
DATE: 12/6/2019 | DRAWN BY: Nathaniel

MIN. USE ZONE: 36' x 31'

PLAYCRAFT REP:
AllPlay Systems



JIM LYLE ROTARY PARK PLAYGROUND SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
7	7/4	0	10/2	5/2

RH5

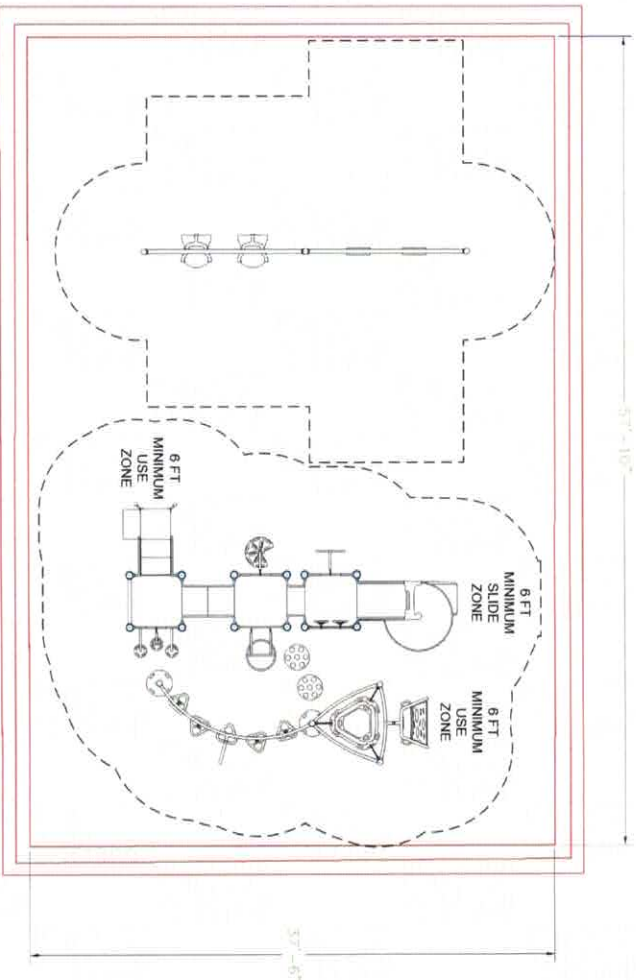
FOR KIDS
AGES
5-12

GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSCS Handbook For Public Playground Safety, Section 4: Surfacing.



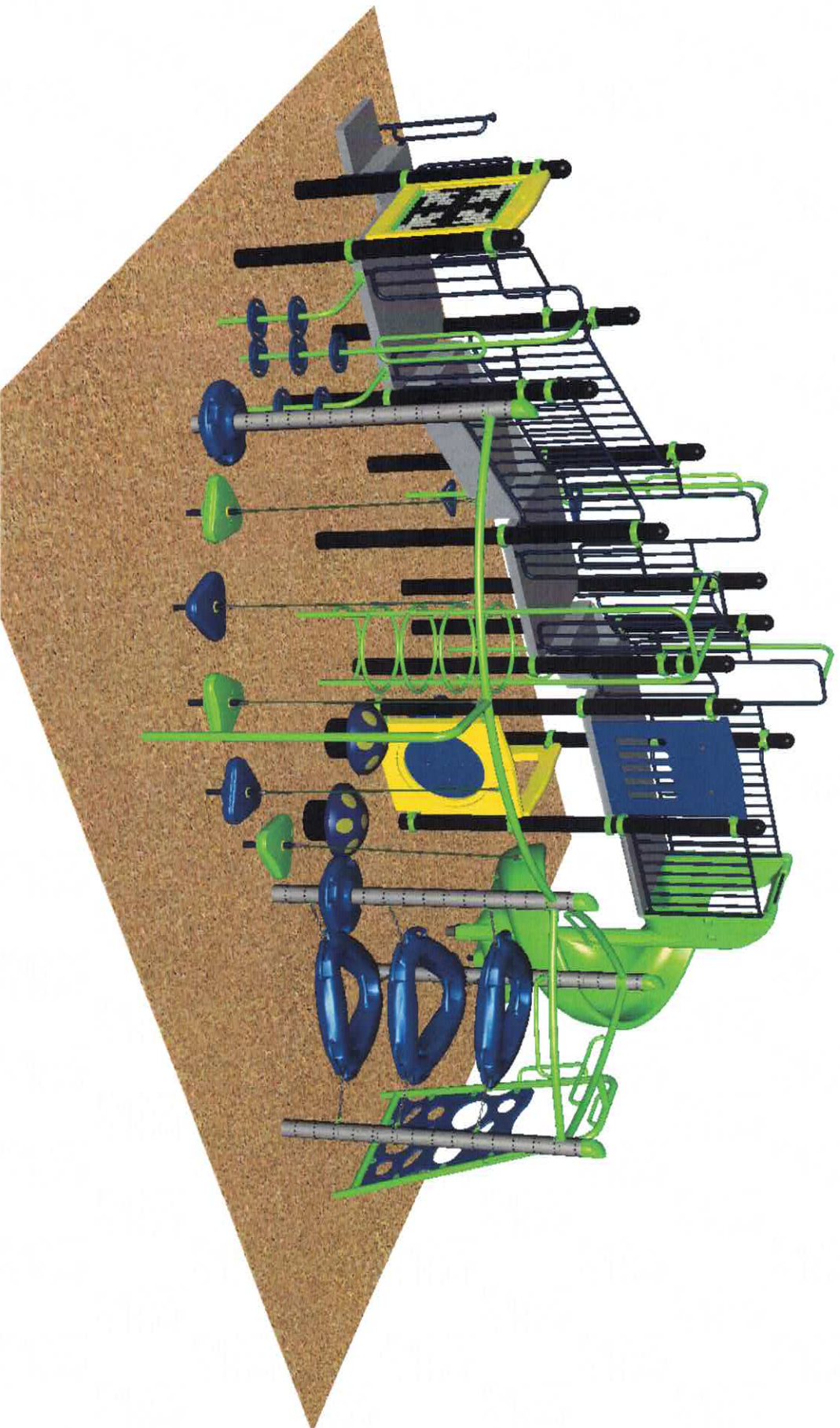
PROJECT#: APS196FCCA-1
DATE: 12/6/2019 | DRAWN BY: Nathaniel

MIN. USE ZONE: 58' x 37'

PLAYCRAFT REP:
AllPlay Systems



JIM LYLE ROTARY PARK PLAYGROUND
SW VIEW



STRUCTURE#: RSHAE60AA
PROJECT#: APS196FCC2A-1
DATE: 12/6/2019 | DRAWN BY: Nathaniel

RH5
FOR KIDS
AGES
5-12

JIM LYLE ROTARY PARK PLAYGROUND
NE VIEW

RH5

FOR KIDS
AGES
5-12

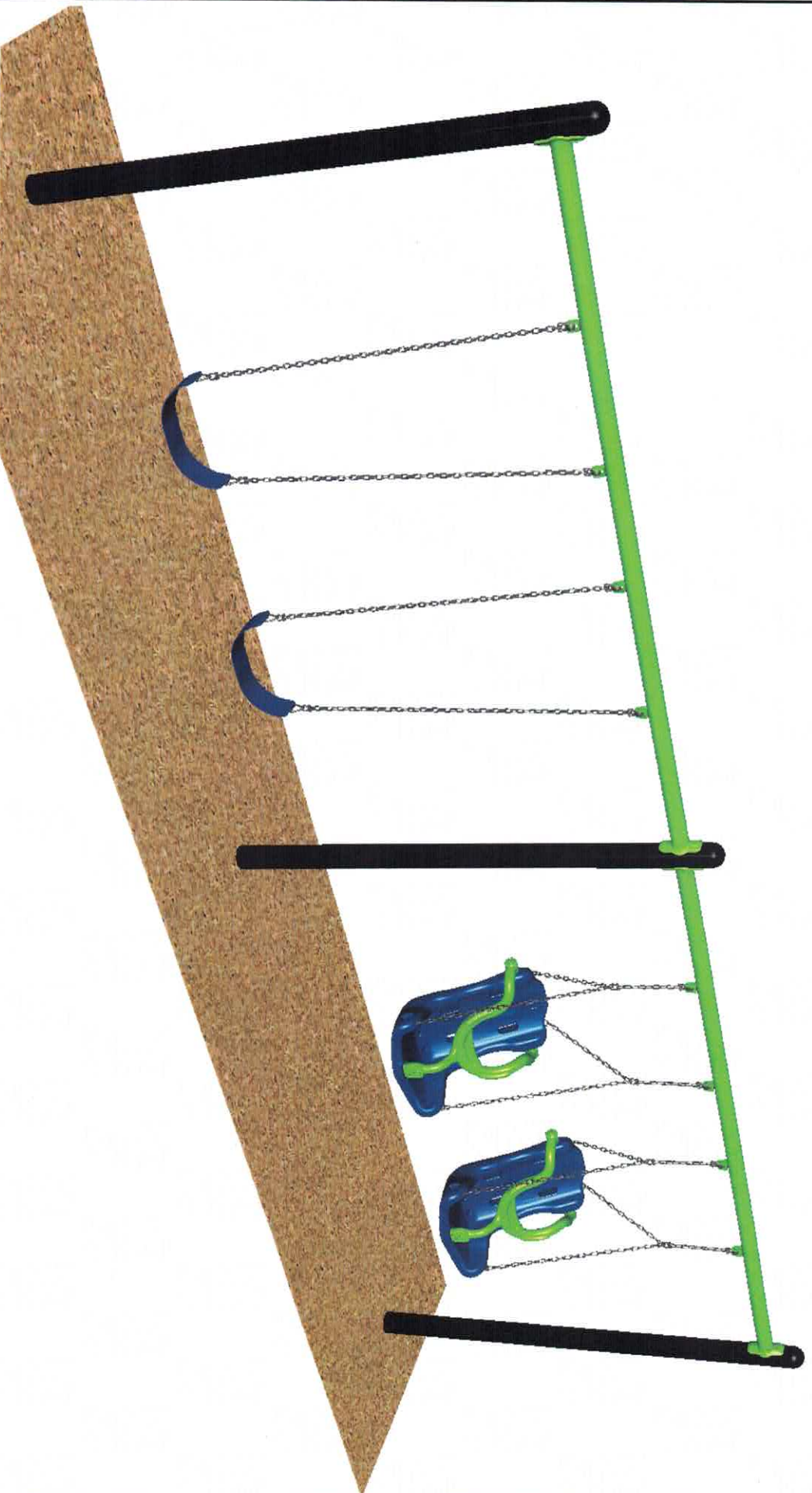


STRUCTURE#: R5HAE60AA
PROJECT#: APS196FCC2A-1
DATE: 12/6/2019 | DRAWN BY: Nathaniel



JIM LYLE ROTARY PARK PLAYGROUND
SW VIEW

FOR KIDS
AGES
5-12



STRUCTURE#: FREPC2181+AB
PROJECT#: APS196FCC2A-1
DATE: 12/6/2019 | DRAWN BY: Nathaniel





Bill of Materials

JIM LYLE ROTARY PARK PLAYGROUND

Danielle Patterson

Project# APS196FCC2A-1

12/6/2019

Moscow, ID 83843

Item	Description	Quantity
R5HAE60AA		
HS-1004-R	Collars	40
AE-1025	Climber/Rail Mount	16
AE-7190-R5	Post Mount - R5	12
AE-7046-RV	Post Mount - RV	2
A2-2433	Shroom Stepper (Medium)	2
GF-7002	Dome Cap, R5	12
S-1007-R5-07ft-SM	Post, 07ft R5 (SM)	2
S-1008-R5-08ft-SM	Post, 08ft R5 (SM)	2
S-10096-RV5-SM	Post (096in, SM) RV5	2
S-1009-R5-09ft-SM	Post, 09ft R5 (SM)	2
S-1010-R5-10ft-SM	Post, 10ft R5 (SM)	6
S-10132-RV5	Post (132in) RV5	2
S-1101-R5	Square Deck	3
S-1206-12R5	ADA Stairs, 12in Rise w/ Walls	1
S-1206-24R45	ADA Stairs, 24in Rise w/ Walls	1
S-1209-24-R5	Transfer Station, 36in-R	1
S-1222-6R	Climber, Snake 66-72in	1
S-1224-5R	Climber, Stacked Loop 54-60in	1
S-1234-5R	Climber, Spiral Step 54-60in	1
S-1243-3	Climber, Disc Pole 30-36in	1
S-1277-MNT-RV5	Climber, Angled Lunar	1
S-1310-R5	Transition Wall	3
S-1414	Lily Pad Seat	1
S-1437-RV	Tri-Step Jungle (Multi-colored)	1
S-1615-R5	Store Panel	1



Bill of Materials (continued)

Item	Description	Quantity
S-1618-Bug-R5G	Seek Panel (Bug)	1
S-1625-2R5	Dual Driver Panel	1
S-1685-R5	Mosaic Panel	1
S-1706-R5	Slide, Spiral 72in	1
S-1959-3RV-1	Tri-Ring Hub (3 Section, 1 Mount)	1
S-21011-MNT	Support, Beam (Middle)	1
S-21263-RV	Launch Pad RV	2
HS-1007-RH	Extra Hardware	2
FREPC2181+AB		
A2-2181-2B	PC 2181-8 8ft Single Post Swing (2B)	1
A2-2181-ADAX2-AB	PC 2181-8 8ft Single Post Swing (Right-Side, 2INC)	1