Moscow City Council

Regular Meeting
~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Tuesday **January 19, 2021**	**7:00 PM**	**Council Chambers** **206 E. Third St.**

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting, Due to the rise in COVID-19 cases in the area, the meeting is open to the public, but is subject to social distancing protocols and masks will be required of attendees. If you do not have a mask, a disposable mask will be provided. Per the modified Stage 2 of the Idaho Rebounds Plan, the number of attendees at any one time is limited to no more than 10. 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. During the modified Stage 2 of the Idaho Rebounds Plan, public comment and reports are suspended. Citizens wishing to comment on business on the agenda are encouraged to communicate with the Mayor and City Council by phone or email (council@ci.moscow.id.us) in order to respect social distancing protocol. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Meetings are streamed on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council January 4, 2021 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

B. Disbursement Report December 2020 - Sarah Banks

Staff presented the December 2020 Accounts Payable Report to Public Works / Finance Committee on January 11, 2021. The Committee received the report and approved the disbursements as presented.

ACTION: Receive the Disbursements Report for the month of December, 2020.

C. First Quarter Financial Report October 1, 2020 to December 31, 2020 for FY2021 - Sarah Banks

The financial report for the first quarter of Fiscal Year 2021 (October 1, 2020 to December 31, 2020) was presented to the Public Works / Finance Committee on January 11, 2021 and recommended for approval.

ACTION: Approve the FY2021 First Quarter Report.

D. Lot Line Adjustment: 1212 and 1226 W Pullman Road - Aimee Hennrich

The applicant, the Connelly family, is requesting a lot line adjustment between two properties located at 1212 and 1226 Pullman Road. The proposed lot line adjustment would increase the lot addressed as 1212 Pullman Road from 25,564 sf to 28,079 sf in size and reduce the lot addressed as 1226 Pullman Road from 29,926 sf to 27,411 sf in size. The applicant is requesting the lot line adjustment after a recent survey revealed that the building on the north lot (1212 Pullman Road) is encroaching onto the southern lot (1226 Pullman Road). The southern lot currently contains Zips Restaurant and the northern lot contains a portion of the Hope Center Thrift Store. The subject properties are located within the Motor Business (MB) Zoning District where there is no minimum lot size or lot width requirements. As a result of the proposed lot line adjustment, the Hope Center will no longer be encroaching upon the common property line and will meet all setback requirements of the MB Zone. This was reviewed by the Public Works / Finance Committee on December 14,2020 and recommended for approval.

ACTION: Approve the lot line adjustment request with no conditions.

E. Idaho Commission on the Arts Grant Applications Public Programs in the Arts - Megan Cherry

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Public Programs in the Arts (PPA) grant program is intended to provide general operating support for arts organizations in Idaho. These funds will represent off-setting revenue in the production of Arts Department events including Entertainment in the Park and Artwalk. This was reviewed by the Public Works/Finance Committee on January 11, 2021 and recommended for approval.

ACTION: Approve the Public Programs in the Arts (PPA) grant application for the current cycle.

F. Professional Service Prequalification Process Master Agreements Approval - Scott Bontrager

The City frequently requires the services of design professionals necessary for the design and construction of a variety of public utility, facility and other public construction projects. Idaho requires that procurement of professional service contracts with design professionals (professional engineers, architects and landscape architects), construction managers and professional land surveyors shall be based upon the qualifications and demonstrated competence of the provider of the required services. City staff solicited a Request for Statements of Qualifications (SOQ) on September 26, 2020 for Engineering agencies looking

to be included or updated as part of the Professional Services Roster. Submittals were accepted until October 23, 2020. The City received SOQs from a total of 18 engineering firms. Staff is requesting authorization for the City to enter into a Master Services Agreement with those firms, specifying the terms and conditions for the provision of professional services on an on-demand task order basis to the City. This was reviewed by the Public Works/Finance Committee on January 11, 2021 and recommended for approval.

ACTION: Approve the Professional Services Roster and allow City to enter into Master Services Agreements with respondents to the City's Statement of Qualifications.

G. Idaho Commission on the Arts (ICA) Arts Education Annual Project Grant Application - Megan Cherry

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Arts Education Annual Project is a grant program that supports activities that unite education and the arts. These grant funds will sustain the Arts Department's growing MACtivities Toolbox program, which is part of the MAC's fulfillment of the arts education component of their mission. The Toolbox program was initiated during the early days of the 2020 pandemic as a way to support arts education while maintaining social distance. The Toolboxes contain art supplies and National Core Arts Standards-aligned curriculum designed to serve ages 5 - 13+. The program is produced in partnership with the Prichard Art Gallery and is also supported by the Moscow Arts Commission's FY2021 budget. If received, this grant funding would represent off-setting revenue for FY2021. This was reviewed by the Public Works/Finance Committee on January 11, 2021 and recommended for approval.

ACTION: Approve the Arts Education Annual Project grant application for the current cycle.

H. Moscow Farmers Market Design Toolkit RFQ - Amanda Argona

The City of Moscow continues to support a consistent and unified brand, as outlined in the Strategic Plan issue developed in 2015 and moved to operational status in 2018. Branding efforts have included enhancements made to social media use, City Department and Commission logos, and Arts Program Graphics. The Moscow Farmers Market would benefit from a comprehensive and consistent visual/graphic identity. A sub-committee of Moscow Farmers Market Commission members and City staff developed a Request for Qualifications for professional services to assist in a toolkit, which will include a style guide to illustrate and support Market programs and events. The Moscow Farmers Market Commission reviewed and approved the draft RFQ for presentation to City Council. The branding project was budgeted for $9,000 in the FY2021 City budget. This was reviewed by the Administrative Committee on January 11, 2021 and recommended for approval.

ACTION: Receive the Moscow Farmers Market Design Toolkit RFQ.

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

3. **Amending Moscow City Code Title 1 Chapter 11 Emergency Powers (ACTION ITEM) - Gary J. Riedner**

   On March 20, 2020, in response to the COVID-19 pandemic, the City Council approved Ordinance 2020-03, which created a new Moscow City Code Title 1, Chapter 11 Emergency Powers, vesting the Mayor with temporary powers in times of emergency for a period of seven days (similar to the powers authorized by Idaho Code section 46-1011, and stating that the City Council may choose to extend the time of the Emergency Powers beyond seven days by Resolution. Subsequently, Mayor Lambert issued Public Health Emergency Order 20-01 and 20-02, which were extended to May 5, 2020 by City Council Resolutions 2020-06 and 2020-07 respectively. On April 30, 2020, at 11:59 pm, by Resolution 2020-09, City Council terminated the previous Public Health Emergency Orders, in favor of Idaho Governor Brad Little's implementation of his Idaho Rebounds plan and Stay Healthy Order, which was implemented on May 1, 2020. Thereafter, on July 1, 2020, in response to continuing effects of the COVID-19 pandemic, Mayor Lambert issued Amended Public Health Emergency Order 20-03 (APHEO 20-03), requiring social/physical distancing when in public settings and face coverings in situations when social/physical distancing cannot be maintained. City Council extended APHEO 20-03 to June 9, 2021, by successive City Council Resolutions. The last Resolution (2020-27), included metrics to be considered by City Council in the determination of early termination of APHEO 20-03.

   The attached Amendment to Moscow City Code Title 1, Chapter 11 Emergency Powers has been drafted by staff for Council consideration to address issues identified since MCC 1-11 has been enacted. Some of these issues include specific language regarding those emergency powers, which activities are regulated when a public health emergency is declared, and potential penalties for violation. This was reviewed by the Administrative Committee on January 11, 2021.

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

4. **COVID-19 Update - Gary J. Riedner**

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~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday **January 4, 2021**	**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, Gina Taruscio, Anne Zabala (Virtual)
STAFF: Gary J. Riedner (Virtual), Mia Bautista (Virtual), Bill Belknap (Virtual), James Fry, Tyler Palmer (Virtual), Laurie M. Hopkins (Virtual)

PLEDGE OF ALLEGIANCE
Councilmember Laflin led the Pledge of Allegiance.

PROCLAMATION

Mayor Lambert read the National Law Enforcement Appreciation Day Proclamation.

MAYOR'S ARTS AWARDS ANNOUNCEMENT

Mayor Lambert listed the award recipients and welcomed Megan Cherry, Arts Manager, to provide information on each award recipient: Carolyn Guy for individual Excellence in the Arts; Paul Anders for Arts Advocacy; Melissa Rockwood for Contributions as a Business; Jim Christiansen for Lifetime Achievement.

REGULAR AGENDA

1. **Approval of Moscow City Council December 21, 2020 Minutes (ACTION ITEM) - Laurie M. Hopkins**

   Minutes presented for approval.

   PROPOSED ACTIONS: Approve minutes as presented; approve minutes with amendments; or take such other action deemed appropriate.

Bettge moved and Taruscio seconded to approve the minutes as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

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

None offered.

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

None offered.

DRAFT

4. Council Organization (ACTION ITEM) - Brandy Sullivan, 2020 Council President

A Council workshop was held at 5:00 p.m. January 4, 2021 where members discussed liaison assignments for commissions, committees and boards. The list of proposed assignments will be presented.

ACTION: Confirm proposed 2021 City Council assignments.

Council President Sullivan said Art Bettge was nominated as council president and Sandra Kelly as council vice president. The council members were also nominated to serve on the council committees, boards, commissions and other committees. Sullivan read through the list. Taruscio moved and Laflin seconded to approve the proposed 2021 City Council Assignments. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

5. 2021 City Limits Ordinance (ACTION ITEM) - Bill Belknap

Idaho Code Section 63-215 states that taxing districts that alter their boundaries must prepare and file the legal description and map of the new district boundary within 30 days of the amendment or no later than the tenth day of January of the year following the alteration. The City recently amended the City boundary through the annexation of the Schweitzer Engineering Labs property which occurred on November 16th, 2020. Staff has prepared a new City Limits ordinance which includes the updated legal description and boundary map for the Council's approval and transmission to the State Tax Commission and Latah County Recorder and Assessor offices. This matter has been scheduled for consideration by the Council at the Council's upcoming January 4, 2021 meeting.

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

Belknap introduced the item as written above adding this annexation was requested by the property owner and not a forced annexation. Taruscio moved to approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Bettge seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2021-01:
AN ORDINANCE AMENDING ORDINANCE NO. 2018-04 OF THE CITY OF MOSCOW, IDAHO, ESTABLISHING AND DECLARING IN THIS ORDINANCE CORPORATE LIMITS OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, IN ACCORDANCE WITH THE PROVISIONS OF THE LAWS OF THE STATE OF IDAHO RELATING TO THE ESTABLISHMENT OF THE BOUNDARIES AND THE ANNEXATION OF ADJACENT AND CONTIGUOUS TERRITORY; PROVIDING FOR REPEAL OF ANY OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE AND SAVINGS CLAUSE; AND FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

DRAFT

ADJOURN TO EXECUTIVE SESSION PER IDAHO CODE 74-206 (1)(F) - THE MEETING WILL NOT RECONVENE.

Bettge moved, Laflin seconded to adjourn to executive session at 7:23 p.m. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

_____

Bill Lambert, Mayor

ATTEST:

_____

Laurie M. Hopkins, City Clerk

DRAFT

CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
January 4, 2021

Present: Mayor Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala (Virtual)

Also Present: Gary J. Riedner, City Supervisor (Virtual); Mia Bautista, City Attorney, Bill Belknap, Deputy City Supervisor (Virtual)

The executive session was called to order at 7:33 p.m.

Item discussed pursuant to I.C. 74-206(1)(F)

The executive session was adjourned at 8:17 p.m.

DRAFT

CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 19, 2021

RESPONSIBLE STAFF	REVIEWED BY
Sarah Banks, Finance Director	

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report December 2020 - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending December 31, 2020. A summary of the major expenditures has been approximated by category and represents 96% of the total expenditure of $2,838,002.40.

Payroll	$1,583,286.00
Professional Services	$132,708.00
Sanitation	$325,776.00
Capital Outlay	$208,060.00
Capital Outlay - Vehicles	$64,595.00
Capital Outlay - Improvements	$2,563.00
Supplies	$124,029.00
Utilities	$72,721.00
Contractual Payments	$51,707.00
ACH Wells Fargo	$29,875.00
ACH	$141,983.00
Total	**$2,737,303.00**

STAFF RECOMMENDATION

Receive the Disbursements Report for the month of December, 2020.

PROPOSED ACTIONS

ACTION: Receive the Disbursements Report for the month of December, 2020.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Revenue Report December 2020
2. Cash & Investments Dec 2020
3. Disbursement Report December 2020

RECEIPTS REPORT FOR December 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	150,100.15	132,062.91	48,583.94	8,238.99	136,947.35	13,531.72	6,650.50	26,795.64	0.00	4,472.25	527,383.45
105	STREETS	25,916.71	0.00	0.00	0.00	24,514.07	0.00	0.00	0.00	0.00	0.00	50,430.78
120	RECREATION AND CULTURE	0.00	0.00	300.00	4,826.00	3,525.52	0.00	0.00	-185.85	0.00	0.00	8,465.67
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,340.71	0.00	0.00	0.00	0.00	0.00	0.00	5,340.71
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	1,474.30	0.00	0.00	0.00	0.00	0.00	1,474.30
220	WATER	0.00	0.00	0.00	0.00	467,212.72	0.00	3,060.94	0.00	0.00	0.00	470,273.66
230	SEWER	0.00	0.00	0.00	0.00	582,135.38	0.00	1,071.35	1,340.63	0.00	0.00	584,547.36
240	SANITATION	0.00	0.00	0.00	0.00	401,562.82	0.00	0.00	0.00	0.00	0.00	401,562.82
290	FLEET	0.00	0.00	0.00	0.00	76,431.15	0.00	0.00	0.00	0.00	0.00	76,431.15
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	111,976.00	0.00	0.00	0.00	0.00	0.00	111,976.00
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	4,229.79	500.00	0.00	0.00	4,729.79
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,523.10	2,523.10
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	1,033.93	0.00	0.00	0.00	1,033.93
590	BOND & INTEREST	24,652.30	0.00	0.00	0.00	0.00	0.00	4.96	0.00	0.00	0.00	24,657.26
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	**200,669.16**	**132,062.91**	**48,883.94**	**18,405.70**	**1,805,779.31**	**13,531.72**	**16,051.47**	**28,450.42**	**0.00**	**6,995.35**	**2,270,829.98**

City of Moscow
Cash and Investments
Balances as of 12/31/20

Fund		Year to Date Balance
General Fund	$	3,670,045.07
Street Fund	$	1,241,181.06
Culture & Recreation	$	1,055,683.58
MSDCPF	$	163,674.75
1912 Fund	$	54,894.19
Transit Center	$	100,956.53
Water Fund	$	2,803,147.55
Sewer / WRRF	$	3,957,439.91
Sanitation Fund	$	2,860,704.50
Fleet Fund	$	4,657,607.55
Information Systems	$	2,814,847.23
Water Capital	$	7,357,157.67
Sewer Capital	$	13,638,057.24
Capital Projects	$	11,281,675.05
Sanitation Capital	$	6,438,584.97
LID construction	$	26,470.23
Hamilton	$	2,114,657.92
Bond & Interest	$	393,754.86
LID Funds	$	31,656.75
Payroll Service	$	995,181.46
Total Cash & Investments	**$**	**65,657,378.07**

DISBURSEMENTS REPORT FOR DECEMBER 2020

	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	PAYROLL	GRAND TOTALS
DATE		12/3/2020	12/8/2020	12/10/2020	12/10/2020	12/17/2020	12/23/2020	12/7/2020 12/21/2020	12/3/2020 12/10/2020		12/4/2020	12/18/2020	12/31/2020	
BATCH #		00001.12.2020	00004.12.2020	00003.12.2020	00006.12.2020	00007.12.2020	00008.12.2020	1/4/2021 00006.11.2020 00009.12.2020 00010.12.2020	00002.12.2020 00005.12.2020		00100.12.2020	00200.12.2020	00300.12.2020	
CHECK #'s		96642-96684	96685	96686-96772	96773	96774-96839	96840-96881	December CC ACH's	December ACH's		21353-21362	21363-21372	21373-21375	
Fund #														
	ACH for Wells Fargo to be Imported													
101	GENERAL	16,698.22		54,767.59		14,669.92	9,883.56	12,240.62			345,853.74	330,481.84	284,376.54	**1,068,972.03**
105	STREETS	28,486.95		7,334.57	3,524.63	6,551.60	920.79	312.05			26,974.77	25,930.99	22,198.08	**122,234.43**
120	RECREATION AND CULTURE	5,201.63		4,887.54		11,830.62	3,124.49	4,236.03			54,410.22	53,095.72	47,442.01	**184,228.26**
121	MSD COMM. PLAY FIELDS			200.36		601.56	1,800.00				1,963.18	2,021.55	1,693.40	**8,280.05**
123	1912 CENTER					7,916.67								**7,916.67**
128	TRANSIT CENTER	1,272.30		982.61		982.61								**3,237.52**
220	WATER	23,584.09		10,926.58		81,505.44	2,014.22	701.30	134,111.04		49,127.57	50,654.21	41,851.08	**394,475.53**
230	SEWER	57,190.55	239.80	7,735.03		43,531.75	37,165.21	3,513.16			47,605.37	48,389.33	40,064.35	**285,434.55**
240	SANITATION	93,400.41				215,528.58					5,516.92	5,615.16	4,925.41	**324,986.48**
290	FLEET	2,604.55		74,972.30		12,118.66	1,314.58	475.00			11,861.53	11,991.68	10,401.64	**125,739.94**
295	INFORMATION SYSTEMS	50.00		22,420.93		6,397.05		8,397.04			20,372.81	20,406.56	18,059.95	**96,104.34**
320	WATER CAPITAL PROJECTS			114,866.87		26,963.86								**141,830.73**
330	SEWER CAPITAL PROJECTS													**0.00**
340	SANITATION CAPITAL PROJ													**0.00**
350	CAPITAL PROJECTS	1,248.00		45,097.92		17,781.32	2,563.00		7,871.63					**74,561.87**
355	LID CONSTRUCTION													**0.00**
380	HAMILTON - PARKS & REC													**0.00**
590	BONDS & INTEREST													**0.00**
	TOTAL	**229,736.70**	**239.80**	**344,192.30**	**3,524.63**	**446,379.64**	**58,785.85**	**29,875.20**	**141,982.67**	**0.00**	**563,686.11**	**548,587.04**	**471,012.46**	**2,838,002.40**

WIRE Transfers:

_____ **Maureen Laflin**

_____ **Anne Zabala**

_____ **Art Bettge**

_____ **Sarah L. Banks, Finance Director**

CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 19, 2021

RESPONSIBLE STAFF	REVIEWED BY
Sarah Banks, Finance Director	

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

AGENDA ITEM TITLE

First Quarter Financial Report October 1, 2020 to December 31, 2020 for FY2021 - Sarah Banks

DESCRIPTION

The financial report for the first quarter of Fiscal Year 2021 (October 1, 2020 to December 31, 2020) was presented to the Public Works / Finance Committee on January 11, 2021 and recommended for approval.

STAFF RECOMMENDATION

Approve the FY2021 First Quarter Report.

PROPOSED ACTIONS

ACTION: Approve the FY2021 First Quarter Report.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 1st Quarterly FY2021 Detail

City of Moscow

QUARTERLY FINANCIAL REPORT

Budget For Fiscal Year Ending 9/30/2021

SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

	Fund	Original Budget	Final Budget	December-20 YTD	Percent of Year 25% Budget to Actual To Date
101	General Fund Revenues	16,942,594	16,942,594	2,153,381	12.71%
	Salaries & Benefits	9,089,595	9,089,595	2,032,641	22.36%
	Operations	3,966,954	3,966,954	1,010,782	25.48%
	Capital Outlay	0	0	0	0.00%
	Transfers	3,886,045	3,886,045	1,366,486	35.16%
	Total General Fund Expenditures	16,942,594	16,942,594	4,409,909	26.03%
105	Street Department Revenues	2,956,724	2,956,724	321,552	10.88%
	Salaries & Benefits	925,850	925,850	161,075	17.40%
	Operations	1,080,404	1,080,404	210,170	19.45%
	Capital Outlay	0	0	0	0.00%
	Transfers	950,470	950,470	245,194	25.80%
	Total Street Fund Expenditures	2,956,724	2,956,724	616,439	20.85%
120	Recreation & Culture Revenues	3,331,880	3,331,880	677,612	20.34%
	Salaries & Benefits	2,132,838	2,132,838	343,151	16.09%
	Operations	1,175,242	1,175,242	164,021	13.96%
	Capital Outlay	0	0	0	0.00%
	Debt Service	0	0	0	0.00%
	Transfers	23,800	23,800	23,800	100.00%
	Total Parks & Rec Expenditures	3,331,880	3,331,880	530,972	15.94%
121	MSD Community Playfields Revenues	148,282	148,282	32,050	21.61%
	Salaries & Benefits	73,078	73,078	13,719	18.77%
	Operations	71,193	71,193	7,411	10.41%
	Transfers	4,011	4,011	4,011	100.00%
	Total MSD Community Playfields	148,282	148,282	25,141	16.95%
123	1912 Center Revenues	106,100	106,100	26,531	25.01%
	Operations	106,100	106,100	23,750	22.38%
	Capital Outlay	0	0	0	0.00%
	Total 1912 Center Expenditures	106,100	106,100	23,750	22.38%
128	Transit Center Revenues	29,626	29,626	25,514	86.12%
	Operations	29,626	29,626	4,429	14.95%
	Total Transit Center Fund	29,626	29,626	4,429	14.95%
220	Water Fund Revenues	6,912,676	6,912,676	1,504,074	21.76%
	Salaries & Benefits	1,401,007	1,401,007	299,703	21.39%
	Operations	1,872,883	1,872,883	312,456	16.68%
	Capital Outlay	90,000	90,000	2,462	2.74%
	Debt Service	0	0	95,906	0.00%
	Transfers	3,548,786	3,548,786	953,960	26.88%
	Total Water Fund Expenditures	6,912,676	6,912,676	1,664,487	24.08%
230	Sewer Fund Revenues	9,296,006	9,296,006	2,100,217	22.59%
	Salaries & Benefits	1,286,701	1,286,701	285,588	22.20%
	Operations	2,372,961	2,372,961	354,802	14.95%
	Capital Outlay	160,000	160,000	107,800	67.38%
	Debt Service	1,113,346	1,113,346	656,375	58.96%
	Transfers	4,362,998	4,362,998	1,092,038	25.03%
	Total Sewer Fund Expenditures	9,296,006	9,296,006	2,496,603	26.86%

240	**Sanitation Fund Revenues**	6,377,084	6,377,084	1,484,327	23.28%
	Salaries & Benefits	159,975	159,975	33,908	21.20%
	Operations	4,785,178	4,785,178	856,769	17.90%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,431,931	1,431,931	357,988	25.00%
	Total Sanitation Fund	6,377,084	6,377,084	1,248,665	19.58%
290	**Fleet Management Revenues**	2,829,415	2,829,415	597,874	21.13%
	Salaries & Benefits	326,450	326,450	72,547	22.22%
	Operations	2,146,765	2,146,765	67,420	3.14%
	Capital Outlay	343,800	343,800	105,840	30.79%
	Debt Service	11,200	11,200	0	0.00%
	Transfers	1,200	1,200	1,200	100.00%
	Total Fleet Management Expenditures	2,829,415	2,829,415	247,007	8.73%
295	**Information Systems**	1,690,912	1,690,912	633,894	37.49%
	Salaries & Benefits	559,374	559,374	124,115	22.19%
	Operations	985,038	985,038	269,273	27.34%
	Capital Outlay	146,500	146,500	13,218	9.02%
	Transfers	0	0	0	0.00%
	Total Information Systems Expenditures	1,690,912	1,690,912	406,606	24.05%
	Revenue for Miscellaneous Funds				
320	Water Construction Fund	12,219,947	12,219,947	434,038	3.55%
330	Sewer Construction Fund	14,548,202	14,548,202	688,365	4.73%
340	Sanitation Construciton Fund	6,662,522	6,662,522	102,707	1.54%
350	Capital Projects Fund	10,750,618	10,750,618	484,924	4.51%
355	LID Construction Fund	29,166	29,166	30	0.10%
380	Hamilton P & R	227,700	227,700	2,116	0.93%
590	Bond & Interest Debt Service Fund	1,047,400	1,047,400	25,712	2.45%
595	LID Bonded Debt Service Fund	26,659	26,659	2,523	9.46%
	Total Miscellaneous Fund Revenue	45,512,214	45,512,214	1,740,415	3.82%
	Expenses for Miscellaneous Funds				
320	Water Construction Fund	12,219,947	12,219,947	700,426	5.73%
330	Sewer Construction Fund	14,548,202	14,548,202	0	0.00%
340	Sanitation Construciton Fund	6,662,522	6,662,522	0	0.00%
350	Capital Projects Fund	10,750,618	10,750,618	386,154	3.59%
355	LID Construction Fund	29,166	29,166	0	0.00%
380	Hamilton P & R	227,700	227,700	203,706	89.46%
590	Bond & Interest Debt Service Fund	1,047,400	1,047,400	450	0.04%
595	LID Bonded Debt Service Fund	26,659	26,659	0	0.00%
	Total Miscellaneous Fund Expenses	45,512,214	45,512,214	1,290,736	2.84%
	Total City Revenue (1)	96,133,513	96,133,513	11,297,441	11.75%
	Total City Expenses	96,133,513	96,133,513	12,964,744	13.49%

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

COMMITTEE STAFF REPORT

DATE: Tuesday, January 19, 2021

RESPONSIBLE STAFF

Aimee Hennrich

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Lot Line Adjustment: 1212 and 1226 W Pullman Road - Aimee Hennrich

DESCRIPTION

The applicant, the Connelly family, is requesting a lot line adjustment between two properties located at 1212 and 1226 Pullman Road. The proposed lot line adjustment would increase the lot addressed as 1212 Pullman Road from 25,564 sf to 28,079 sf in size and reduce the lot addressed as 1226 Pullman Road from 29,926 sf to 27,411 sf in size. The applicant is requesting the lot line adjustment after a recent survey revealed that the building on the north lot (1212 Pullman Road) is encroaching onto the southern lot (1226 Pullman Road). The southern lot currently contains Zips Restaurant and the northern lot contains a portion of the Hope Center Thrift Store. The subject properties are located within the Motor Business (MB) Zoning District where there is no minimum lot size or lot width requirements. As a result of the proposed lot line adjustment, the Hope Center will no longer be encroaching upon the common property line and will meet all setback requirements of the MB Zone.

STAFF RECOMMENDATION

Approve the lot line adjustment request with no conditions.

PROPOSED ACTIONS

ACTION: Approve the lot line adjustment request with no conditions.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Proposed Parcel A - Hope Center R1
2. Proposed Parcel B - Zips R1
3. Existing legal descriptions
4. ROS - Moscow - BLA Exhibit 11-23-2020
5. Hope Center plat
6. 11.2.2020 cover letter to the City

November 20, 2020

Proposed Parcel A (Hope Center Parcel)
Legal Description
(As Surveyed)

A parcel of land located in the Southwest Quarter of Section 7, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, more particularly described as follows:

Beginning at the southwest corner of Lot 4, Block 1, BAKER ADDITION, as recorded in Book 6, Page 53, Folder 5, Instrument No. 310300, records of Latah County, Idaho, from which the southeast corner of Lot 6, Block 1, said Plat of BAKER ADDITION bears South 89°45'03" East, a distance of 499.00 feet;

thence South 89°45'03" East along the south line of said Lot 4, a distance of 180.43 feet;

thence South 00°17'18" West leaving said south line of Lot 4, a distance of 162.51 feet;

thence North 89°58'19" West, a distance of 65.00 feet;

thence North 00°17'18" East, a distance of 11.00 feet;

thence North 89°58'19" West, a distance of 114.97 feet;

thence North 00°06'58" East, a distance of 152.20 feet to the **Point of Beginning;**

Containing 28,079 square feet or 0.645 acres, more or less.

SUBJECT TO:
Existing rights-of-way and easements of record and or appearing on said above described parcel.

END OF DESCRIPTION
Prepared by this office:
h2 Surveying, LLC

November 20, 2020

Proposed Parcel B (Zips Parcel)
Legal Description
(As Surveyed)

A parcel of land located in the Southwest Quarter of Section 7, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, more particularly described as follows:

Commencing at the southwest corner of Lot 4, Block 1, BAKER ADDITION, as recorded in Book 6, Page 53, Folder 5, Instrument No. 310300, records of Latah County, Idaho, from which the southeast corner of Lot 6, Block 1, said Plat of BAKER ADDITION bears South 89°45'03" East, a distance of 499.00 feet;

thence South 00°06'58" West, a distance of 152.20 feet to the **Point of Beginning;**

thence South 89°58'19" East, a distance of 114.97 feet;

thence South 00°17'18" West, a distance of 11.00 feet**;**

thence South 89°58'19" East, a distance of 65.00 feet;

thence South 00°17'18" West, a distance of 142.18 feet to the Northerly right-of-way line of Pullman Road (Highway 8) and the beginning of a non-tangent curve to the right having a chord bearing of South 87°45'20" West, a chord distance of 90.11 feet;

thence continuing along said Northerly right-of-way line of Pullman Road (Highway 8) and said non-tangent curve to the right with a radius of 2834.79 feet, through a central angle of 01°49'17", an arc distance of 90.11 feet;

thence South 88°43'24" West, a distance of 89.51 feet;

thence North 00°06'58" East, a distance of 158.79 feet to the **Point of Beginning;**

Containing 27,411 square feet or 0.629 acres, more or less.

SUBJECT TO:
Existing rights-of-way and easements of record and or appearing on said above described parcel.

END OF DESCRIPTION
Prepared by this office:
h2 Surveying, LLC

Existing legal descriptions

RPM00000075865 (existing legal description) – Hope Center

A parcel of land located in the SW1/4 of Section 7, Township 39 North, Range 5 West, B.M., more fully described as follows:

Beginning at a point North 1275.15 feet and West 1676.62 feet of the Southeast Corner of the Southwest

Quarter (SW1/4) of Section 7, Township 39 North, Range 5 West, B.M., said point being also South 142.20 feet and East 38.38 feet of the Northeast Corner of the former Ira Little Tract (formerly the Mathis Tract), and running thence West 180.38 feet, more or less, to a point on the West Line of said former Ira Little Tract; thence North along said West Line, 142.20 feet, more or less, to the Northwest Corner of the said former Ira Little Tract; thence East along the North line of said Tract 181.26 feet; thence S. 0°21'21" W. 142.20 feet, more or less, to the POINT OF BEGINNING.

RPM00000075890 (existing legal description) - Zips

A parcel of land located in the W1/2SW1/4 of Section 7, Township 39 North, Range 5 West, B.M., described as follows:

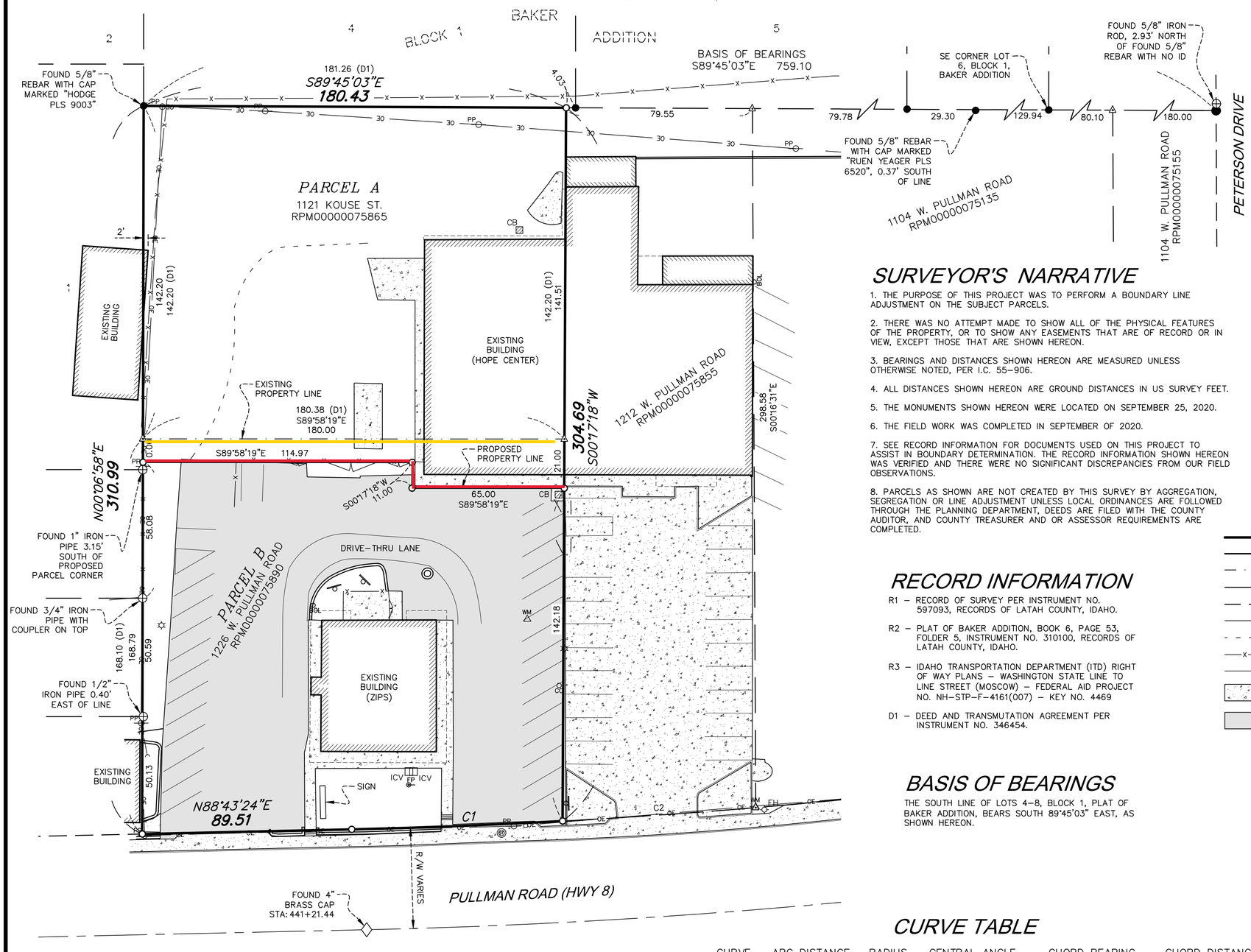
BEGINNING at a point North 1275.15 feet and West 1676.62 feet of the Southeast corner of the SW1/4 of Section 7, Township 39 North, Range 5 West, B.M., said point being also South 142.2 feet and East 38.38 feet of the Northeast corner of the former Ira Little tract (formerly the Mathis tract) and running thence West 180.38 feet, more or less, to a point on the West line of said former Ira Little tract; thence South, along the West Line of said tract, 168.10 feet, more or less, to a point of intersection with the North right of way line of State Highway No. 8, said point being North 110.0 feet of the centerline of the Union Pacific Railway Company Tract; thence Easterly, parallel to and 110.0 feet North of said centerline and also along said north highway right of way line 180.28 feet, more or less, to a point of intersection with the southerly extension of the westerly building line of the Cox and Nelson Magnavox Home Entertainment Center Building; thence N. 00°21'21" E., along said westerly building line, 160 feet, more or less, to the POINT OF BEGINNING.

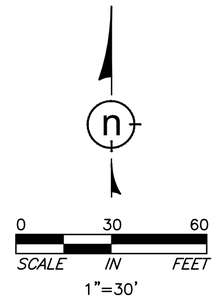
EXCEPTING THEREFROM that portion deeded to the State of Idaho for highway right of way purposes, as more fully set out in that certain Right of Way Deed recorded under Recorder's Fee No. 124535 in Book 94 of Deeds at Page 8.

EXCEPTING THEREFROM all improvements located upon the above described land.

BOUNDARY LINE ADJUSTMENT EXHIBIT

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
LATAH COUNTY, IDAHO





LEGEND

- △ = CALCULATED POINT (NOTHING FOUND OR SET)
- ⊕ = FOUND IRON PIPE (AS NOTED)
- ◇ = FOUND 4" BRASS CAP
- ● = FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "HHPR INC 17028" (UNLESS OTHERWISE NOTED)
- ○ = SET 5/8"X30" REBAR WITH PLASTIC CAP MARKED "H2 PLS 12110"
- PP = POWER POLE
- GUY ANCHOR
- LIGHT POLE
- CB = CATCH BASIN
- STORM SEWER MANHOLE
- FP = FLAG POLE
- SEWER CLEANOUT
- FH = FIRE HYDRANT
- WM = WATER METER
- WV = WATER VALVE
- ICV = IRRIGATION CONTROL VALVE
- BOL = BOLLARD
- SIGN
- = BOUNDARY LINE
- = PROPOSED PROPERTY LINE
- = EXISTING PROPERTY LINE
- = ADJACENT PROPERTY LINE
- = RIGHT-OF-WAY LINE
- = CENTER LINE
- = GRAVEL EDGE
- = FENCE LINE
- OE = OVERHEAD ELECTRIC LINE
- = CONCRETE
- = ASPHALT
- (D#) = DEED MEASUREMENT

SURVEYOR'S NARRATIVE

1. THE PURPOSE OF THIS PROJECT WAS TO PERFORM A BOUNDARY LINE ADJUSTMENT ON THE SUBJECT PARCELS.

2. THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY EASEMENTS THAT ARE OF RECORD OR IN VIEW, EXCEPT THOSE THAT ARE SHOWN HEREON.

3. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED, PER I.C. 55-906.

4. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN US SURVEY FEET.

5. THE MONUMENTS SHOWN HEREON WERE LOCATED ON SEPTEMBER 25, 2020.

6. THE FIELD WORK WAS COMPLETED IN SEPTEMBER OF 2020.

7. SEE RECORD INFORMATION FOR DOCUMENTS USED ON THIS PROJECT TO ASSIST IN BOUNDARY DETERMINATION. THE RECORD INFORMATION SHOWN HEREON WAS VERIFIED AND THERE WERE NO SIGNIFICANT DISCREPANCIES FROM OUR FIELD OBSERVATIONS.

8. PARCELS AS SHOWN ARE NOT CREATED BY THIS SURVEY BY AGGREGATION, SEGREGATION OR LINE ADJUSTMENT UNLESS LOCAL ORDINANCES ARE FOLLOWED THROUGH THE PLANNING DEPARTMENT, DEEDS ARE FILED WITH THE COUNTY AUDITOR, AND COUNTY TREASURER AND OR ASSESSOR REQUIREMENTS ARE COMPLETED.

RECORD INFORMATION

R1 – RECORD OF SURVEY PER INSTRUMENT NO. 597093, RECORDS OF LATAH COUNTY, IDAHO.

R2 – PLAT OF BAKER ADDITION, BOOK 6, PAGE 53, FOLDER 5, INSTRUMENT NO. 310100, RECORDS OF LATAH COUNTY, IDAHO.

R3 – IDAHO TRANSPORTATION DEPARTMENT (ITD) RIGHT OF WAY PLANS – WASHINGTON STATE LINE TO LINE STREET (MOSCOW) – FEDERAL AID PROJECT NO. NH-STP-F-4161(007) – KEY NO. 4469

D1 – DEED AND TRANSMUTATION AGREEMENT PER INSTRUMENT NO. 346454.

BASIS OF BEARINGS

THE SOUTH LINE OF LOTS 4–8, BLOCK 1, PLAT OF BAKER ADDITION, BEARS SOUTH 89°45'03" EAST, AS SHOWN HEREON.

CURVE TABLE

CURVE	ARC DISTANCE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	90.11	2834.79	01°49'17"	S 87°45'20" W	90.11
C2	82.72	2834.79	01°40'19"	N 86°00'32" E	82.72

DRAFT

PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO JOSHUA A. BAGLEY

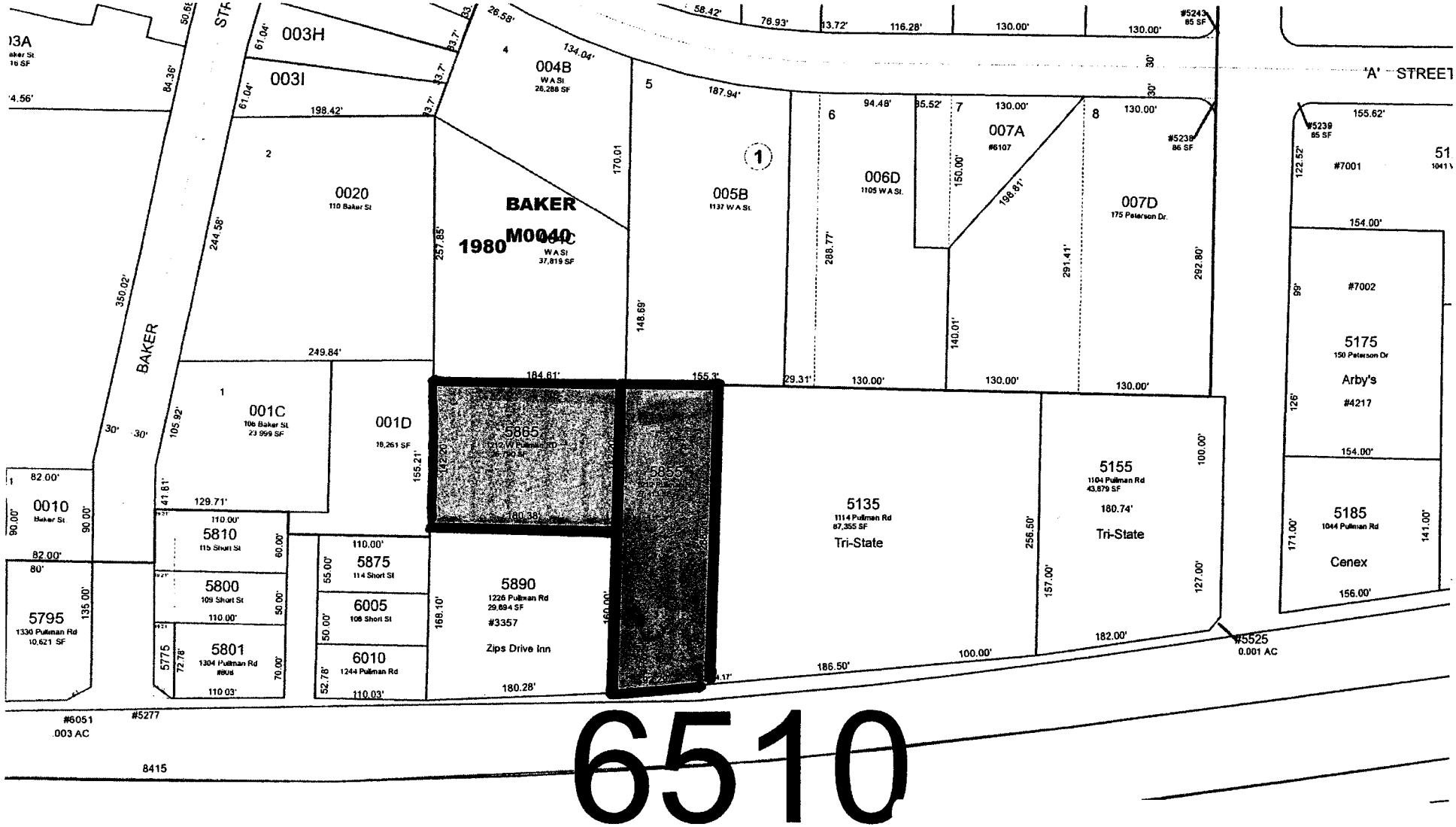
SECTION INDEX

	EXISTING AREA (SQ.FT.)	EXISTING AREA (ACRES)	PROPOSED AREA (SQ.FT.)	PROPOSED AREA (ACRES)	PARCEL #	ZONING
PARCEL A	25,564	0.587	28,079	0.645	RPM00000075865	MB
PARCEL B	29,926	0.687	27,411	0.629	RPM00000075890	MB

7600 N. MINERAL DR., STE. 900 • COEUR D' ALENE, ID 83815
PHONE: (208) 772-6600 • FAX: (208) 772-6619
WWW.H2SURVEY.COM

DATE: NOVEMBER, 2020
PROJECT NUMBER: 2020-218

39N·05W·07



6510

This map/plat may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. The company expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

LANDECK · FORSETH · LUNA
ATTORNEYS AT LAW
an Idaho professional corporation

Ronald J. Landeck
Danelle C. Forseth*
Melissa Luna

*Licensed in Idaho & Washington

220 East 5th Street, Suite 212
P.O. Box 9344
Moscow, Idaho 83843
Telephone: (208) 883-1505
Fax: (208) 883-4593
attorneys@moscow.com

November 2, 2020

Sent by email to: jfleischman@ci.moscow.id.us.
Jennifer Fleischman
City of Moscow

Re: Lot Line Adjustment

Dear Jennifer:

I spoke with Amy Henrich and she directed me to submit this letter and its enclosures to you for processing/routing.

On behalf of the Connelly Family LP, Landeck|Forseth|Luna, Attorneys at Law submits this request for a Lot Line Adjustment between parcels RPM00000075890 (south lot) and RPM00000075865 (north lot). The Lot Line Adjustment is necessary because a recent survey of the parcels has revealed that a building on the north lot encroaches upon the south lot. Both parcels are owned by the Connelly Family LP.

Enclosed with this letter request is a copy of the survey which illustrates the current lot line between the two parcels in yellow and the proposed lot line adjustment in red. Also enclosed is a copy of a parcel map which identifies the location of the two parcels at issue. If you need additional information in order to process this request please let me know. Thank you.

Sincerely,
Landeck|Forseth|Luna
Attorneys at Law

Danelle Forseth

Connelly Family LP

Gerard Connelly, General Partner

Enclosures
c: client

CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 19, 2021

RESPONSIBLE STAFF	REVIEWED BY
Megan Cherry, Arts Program Manager	This was reviewed by the Public Works/Finance Committee on January 11, 2021 and recommended for approval.
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

AGENDA ITEM TITLE

Idaho Commission on the Arts Grant Applications Public Programs in the Arts - Megan Cherry

DESCRIPTION

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Public Programs in the Arts (PPA) grant program is intended to provide general operating support for arts organizations in Idaho. These funds will represent off-setting revenue in the production of Arts Department events including Entertainment in the Park and Artwalk.

STAFF RECOMMENDATION

Approve the Public Programs in the Arts (PPA) grant application for the current cycle.

PROPOSED ACTIONS

ACTION: Approve the Public Programs in the Arts (PPA) grant application for the current cycle.

FISCAL IMPACT

These grants will offset the costs of producing Arts Department events and the MACtivites Toolbox during FY21.

PERSONNEL IMPACT

ATTACHMENTS

1. ICA FY22_Public Programs in the Arts_Application & Program Description

Opportunities

Current Applications

Any previously created applications, for this opportunity, appear below. To start a new application for this opportunity, Click the Start a New Application link or to copy data from an old application, click on the Copy Existing Application link.

ID	Application Title	Status
03451	City of Moscow Arts Department	Editing

Opportunity Details

Copy Existing Application | Start a New Application

03383-Public Programs in the Arts - FY 2022

Entry Track / PPA
Application Deadline: 02/01/2021 11:59 PM

Award Amount Range: Not Applicable
Project Start Date: 07/01/2021
Project End Date: 06/30/2022
Award Announcement Date:

Program Officer: Juta Geurtsen
Phone: 208-334-2119 x
Email: juta.geurtsen@arts.idaho.gov

Description

Description

Purpose

This annual grant opportunity supports Idaho's established arts organizations that provide public programs in the arts by assisting them in business stabilization. An organization must first apply in Entry Track before being eligible for PPA as determined by staff and panel recommendation.

Process

Applications are adjudicated by a panel of community arts professionals. Award amounts depend on available funds. A final report is due July 31 to remain eligible for future funding.

Amount

Grant amounts are based on a funding formula that includes a panel review assessment, organizational budget, and past Commission funding.

Program Dates

July 1, 2021 – June 30, 2022

Eligibility and Restrictions

- Applicant must be a nonprofit, IRS tax exempt 501(c)(3) organization or applying through a fiscal agent; or be a unit of local, county, tribal, or state government, including schools and school districts. Nonprofit organizations must have a valid 501(c)(3) Determination Letter with an effective date at least three years prior to the grant application deadline date.
- Applicant must have a minimum of a three-year program history as of the grant application deadline date.
- Applicant must compensate professional artists and administrators.
- The organization's primary purpose must be the production, presentation, or support of the arts and it must demonstrate a history of maintaining high artistic standards.
- Applicant must have completed at least one year of Entry Track funding and have received notification of PPA status.
- Applicant must have submitted all final reports for past Commission grants

PPA CYCLE

New PPA recipients may enter during any year of the cycle once PPA notification has been received from staff. PPA is reviewed on a three-year cycle.

	FY 2022	FY 2023	FY 2024
January	application due	application due	application due

	FY 2022	FY 2023	FY 2024
April	interim (staff) review	full panel review	interim (staff) review
July	final report due	final report due	final report due

(cycle repeats)

Evaluation Criteria

Artistic Merit (40 points)

- Organization produces programs of artistic merit appropriate to its mission
- Describes process used to ensure excellence in artistic programs and services

Community Involvement and Access (40 points)

- Identifies the community served and understands the needs of that community
- Describes how new, nontraditional, and underserved audiences are reached
- Provides evidence of community support for programs, as demonstrated by initiatives, partnerships, or collaborations
- Complies with ADA and Section 504 accessibility requirements

Management (20 points)

- Provides organizational structure, board and staff responsibilities, and consistent volunteer involvement
- Planning is appropriate for reaching the target audience (marketing, audience development, long range, etc.)
- Evaluation methods indicate programs are effective
- Budget is clear and indicates stability and diverse income sources
- Explains significant changes in budget amounts, deficits, multi-year grants, etc.

Dulles Technology Partners Inc.
© 2001-2017 Dulles Technology Partners Inc.
WebGrants 6.10 - All Rights Reserved.

Application

Application: 03451 - City of Moscow Arts Department

Program Area: Entry Track / PPA

Opportunities: 03383 - Public Programs in the Arts - FY 2022

Application Deadline: 02/01/2021 11:59 PM

Instructions

Click "Edit" to change your answers, "Save" as you go, and "Mark as Complete" when finished.

Eligibility

Mark as Complete | Go to Application Forms

Verify your eligibility to apply.

We are a 501(c)(3) nonprofit, or a school, or unit of local, county, tribal, or state government, and have had this tax exempt status for 36 months prior to the application deadline*

We employ paid administrative staff*

Summary

In 50 words or less, describe what you will do with grant funding.*

Budget

Enter the most recently completed fiscal year (actual)

Annual Operating Revenue $0.00

This is the only information required for the PPA application. When finished, "Save", then "Mark as Complete" and submit the application.

Last Edited By:

Dulles Technology Partners Inc.
© 2001-2017 Dulles Technology Partners Inc.
WebGrants 6.10 - All Rights Reserved.

CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 19, 2021

RESPONSIBLE STAFF	REVIEWED BY
Scott Bontrager, Assistant City Engineer	Public Works / Finance Committee
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

AGENDA ITEM TITLE

Professional Service Prequalification Process Master Agreements Approval - Scott Bontrager

DESCRIPTION

The City frequently requires the services of design professionals necessary for the design and construction of a variety of public utility, facility and other public construction projects. Idaho requires that procurement of professional service contracts with design professionals (professional engineers, architects and landscape architects), construction managers and professional land surveyors shall be based upon the qualifications and demonstrated competence of the provider of the required services. As a result, each time the City needed design services, the City historically published project specific requests for qualifications to identify a qualified provider, negotiated an agreement for the professional design services, and then brought it forward to the Council for approval. Idaho Code § 67-2320(2)(h) allows the option for public agencies to create a preapproved list of qualified professional service providers following a published request for qualifications. Once a list has been established, the City can then directly negotiate a professional services agreement with any of those preapproved professionals.

Resolution No. 2019-20 was created for providing the establishment of a prequalification process for the efficient and effective procurement of engineering and architectural design services in accordance with Idaho Law and was passed and approved by the Mayor and City Council on November 4, 2019. Following the guidelines of this Resolution, City staff solicited a Request for Statements of Qualifications (SOQ) on September 26, 2020 for Engineering agencies seeking to be included or updated as part of the Professional Services Roster. The Engineering Master Agreement for Professional Services included three categories that the Engineering agencies could apply for: Category 1.a – General Civil Engineering Design, Category 2.a – Water Supply and Operations Engineering, Category 3.a – Construction Management and Inspection Services.

Submittals were accepted until October 23, 2020. The City received SOQs from a total of 18 engineering firms. The review of Statements of Qualifications were completed by a committee of Engineering staff who used the criteria as obtained within the Request for Qualifications to evaluate the respondents' qualifications and demonstrated competence. After review, all respondents have been deemed qualified to provide the requested services published within the SOQ. Staff is requesting authorization for the City to enter into a Master Services Agreement with those firms, specifying the terms and conditions for the provision of professional services on an on-demand task order basis to the City.

This was reviewed by the Public Works/Finance Committee on January 11, 2021 and recommended for approval.

STAFF RECOMMENDATION

Approve the Professional Services Roster and allow City to enter into Master Services Agreements with respondents to the City's Statement of Qualifications.

PROPOSED ACTIONS

ACTION: Approve the Professional Services Roster and allow City to enter into Master Services Agreements with respondents to the City's Statement of Qualifications.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Professional Services Roster
2. MasterAgreementForProfessionalServices-BLANK - 2021_final

Engineering Roster List

Business	Categories
Alta Science & Engineering	1, 2, 3
Century West Engineering Corp	1, 2
GeoProfessional Innovation Corporation	1
Great West Engineering	1, 2, 3
HDR Engineering, Inc.	1, 2
HMH Engineering	1, 3
Hodge and Associates, Inc.	1, 3
Horrocks Engineers, Inc.	1, 2
JUB Engineers, Inc.	1, 2, 3
Keller Associates	1, 2, 3
Keltic Engineering, Inc.	1
Morrison-Maierle, Inc.	1, 2
Mountain Waterworks	3
RH2	1, 2, 3
SynTier Engineering, Inc.	1
TD&H Engineering	1, 2, 3
T-O Engineering, Inc.	1, 2
Welch Comer	1, 2, 3

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
(_____(subject matter)_____)
BETWEEN CITY OF MOSCOW, IDAHO AND
(company)

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter "Agreement") shall become effective _____, 2021, between the City of Moscow, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and (insert name of engineering firm here), whose business address is (insert address here) (hereinafter "ENGINEER").

INTRODUCTION

WHEREAS, CITY has a need for (list the Appropriate Category here; various engineering services) (hereinafter "Project") to be defined by individual Task Orders which will set forth Specific Services, Time of Performance and Payment; and

WHEREAS, ENGINEER is specially trained, experienced and competent to perform and has agreed to provide such Services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties agree as follows:

TERMS AND CONDITIONS

1. Scope of Services:

1.1 Upon execution of this Master Agreement AND any associated Task Order(s) and receipt of CITY's written notice to proceed, ENGINEER shall comply in all respects and perform and furnish to CITY, all Services listed in any corresponding Task Order(s) incorporated herein by this reference, together with any amendments that may be agreed to in writing by the Parties.

1.2 All documents or materials acquired or produced by the ENGINEER in conjunction with the Project shall become the property of, and be delivered to, CITY without any restrictions or limitations with respect to their further use thereof. All documents or materials prepared for CITY shall not be distributed by ENGINEER, sub-engineers, their agents, representatives or employees to any third party without the express written consent of CITY. Use of these documents by CITY on any other project, without written verification or adaptation by ENGINEER for the specific purpose intended, will be at CITY's sole risk and shall be without liability or legal exposure to ENGINEER. CITY shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the use of such documents for the unapproved

project(s). Any verification or adaptation requested by CITY to ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

1.3 ENGINEER shall provide Services and work under this Agreement consistent with the requirements and standards established by applicable Federal, State and local laws, ordinances, regulations, and resolutions. ENGINEER represents and warrants that ENGINEER will perform work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement, and resulting Task Order(s) in effect at the time of performance of this Agreement, and associated Task Order(s). Except for that representation and any representations made or contained in any proposal submitted by ENGINEER and any reports or opinions prepared or issued as part of the work performed by ENGINEER under this Agreement, ENGINEER makes no other warranties, either express or implied, as part of this Agreement.

1.4 Services and work provided by ENGINEER at CITY's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the Parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the Parties.

2. Consideration

2.1 ENGINEER shall perform the Services for a Not-To-Exceed total fee as outlined in any corresponding Task Order.

2.2 ENGINEER shall provide CITY with a monthly statement, as Services warrant, of fees earned and costs incurred for Services provided during the billing period, which CITY will pay within thirty (30) days of receipt of a correct invoice and approval by CITY. CITY will not withhold any Federal or State income taxes or Social Security Tax from any payment made by CITY to ENGINEER under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of ENGINEER.

2.3 Except as expressly provided in this Agreement and any corresponding Task Orders, ENGINEER shall not be entitled to receive from CITY any additional consideration, compensation, salary, wages, or other type of remuneration for Services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, ENGINEER shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.4 Any out-of-town travel required by individual Task Orders must be pre-approved by the Project Manager and included in the Task Order. All travel expenses will be reimbursed at cost, per CITY's existing travel policy. Any requested travel related/meal reimbursement must be accompanied by itemized receipts.

*Optional**** For the purposes of this Agreement and resulting Task Orders, travel between the ENGINEER'S offices and the Project site is not considered out-of-town travel.

3. Time of Performance:

This Agreement shall become effective upon execution by both Parties, and shall automatically renew annually on ___(date / year)_____ for two (2) additional one (1) year periods unless sooner terminated in writing.

4. Independent Contractor:

4.1 In all matters pertaining to this Agreement, ENGINEER shall be acting as an independent contractor, and neither ENGINEER nor any officer, employee or agent of ENGINEER will be deemed an employee of CITY. Except as expressly provided in Exhibit "A", ENGINEER has no authority or responsibility to exercise any rights or power vested in CITY. The selection and designation of the personnel of CITY in the performance of this Agreement shall be made by CITY.

4.2 ENGINEER shall determine the method, details and means of performing the work and Services to be provided by ENGINEER under this Agreement. ENGINEER shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of ENGINEER in fulfillment of this Agreement.

5. Indemnification and Insurance:

5.1 ENGINEER agree to defend, hold harmless, and indemnify CITY, and its officers, agents and employees against any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs, including litigation costs and attorney's fees, to the extent caused by the negligent acts and/or errors or omissions by ENGINEERS, its servants, agents, officers, employees, guests, and business invitees.

5.2 CITY shall defend, hold harmless, and indemnify ENGINEER from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses and other costs, including litigation costs and attorney's fees, to the extent Article VIII, § 4 of the Idaho Constitution and the Idaho Tort Claims Act will allow, caused by the negligent acts and/or errors or omissions by CITY, its agents, officers, and employees.

5.3 ENGINEER shall maintain, and specifically agree that ENGINEER will maintain, throughout the term of this Agreement, liability insurance in the minimum amounts as follows: General Liability One Million Dollars ($1,000,000) per incident or occurrence, Professional Liability/Professional Errors and Omissions One Million Dollars ($1,000,000) aggregate, Automobile Liability Insurance One Million Dollars ($1,000,000) per incident or occurrence. ENGINEER shall maintain, in full force and effect, Workers' Compensation Insurance, in the statutory limits as required by law for ENGINEER and any agents, employees, and staff that ENGINEER may employ, and provide proof to CITY of such coverage. CITY shall be named as an additional insured on both General Liability and Automotive policies. The limits of insurance shall not be deemed a limitation of the

covenants to defend, hold harmless, and indemnify CITY; and if CITY becomes liable for an amount in excess of the insurance limits herein provided, ENGINEER covenant and agree to defend, hold harmless, and indemnify CITY from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, for which ENGINEER are liable under the provisions of this Section (5), and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property. ENGINEER shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing ENGINEER's compliance with the requirements of this paragraph, and file such proof of insurance with CITY at least ten (10) days prior to the date ENGINEER begin performance of ENGINEER obligations under this Agreement. In the event the insurance minimums are changed, ENGINEER shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to CITY Engineer with a copy to CITY's Finance office, and the City Clerk, 206 East Third Street, P O Box 9203, Moscow, Idaho, 83843.

6. Notices: Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

CITY	**ENGINEER**
City of Moscow	(Company)
(Attn)	(Attn)
206 East Third Street	(Address)
P O Box 9203	(City / State / Zip)
Moscow, ID 83843	(Phone)
(208) 883-7028	(Email)

Either Party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

7. Assignment: It is expressly agreed and understood by the Parties hereto, that ENGINEER shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.

8. Discrimination Prohibited: In performing the Services required herein, ENGINEER shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any person on the basis of race, color, religion, gender, pregnancy, national origin, ancestry, age, familial status, veteran status, disability, sexual orientation, and/or gender expression/identity, or any other basis prohibited by Federal, State or local law.

9. Reports and Information:

9.1 At such times and in such forms as CITY may require, there shall be furnished to CITY such statements, records, reports, data and information as CITY may request pertaining to matters covered by this Agreement.

9.2 ENGINEER shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographic and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10. Audits and Inspections: At any time during normal business hours and as often as CITY may deem necessary, there shall be made available to CITY for examination, all of ENGINEER's records with respect to all matters covered by this Agreement. ENGINEER shall permit CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

11. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

12. Compliance with Laws: In performing the Scope of Services required hereunder, ENGINEER shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

13. Public Information: Pursuant to Idaho Code Section 74-124, *et seq*., information or documents received from ENGINEER may be open to public inspection and copying unless exempt from disclosure. ENGINEER shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. CITY will not accept the marking of an entire document as exempt. In addition, CITY will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. ENGINEER shall indemnify and defend the CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for ENGINEER's failure to designate individual documents as exempt. ENGINEER's failure to designate as exempt any document or portion of a document that is released by CITY, shall constitute a complete waiver of any and all claims for damages caused by any such release.

14. Changes: CITY may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, which are mutually agreed upon by and between CITY and ENGINEER, shall be incorporated in written amendments to this Agreement.

15. Termination:

15.1 If, through any cause, ENGINEER, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the

covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this Agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement, or if the City Council determines that termination of this Agreement is in the best interest of CITY, CITY shall thereupon have the right to terminate this Agreement by giving written notice to ENGINEER of such termination and specifying the effective date thereof. ENGINEER **will** be compensated for all work performed up to date of termination. ENGINEER may terminate this Agreement at any time by giving at least sixty (60) days' notice to CITY.

15.2 In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by ENGINEER under this Agreement shall, at the option of CITY, become CITY's property, and ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

15.3 Notwithstanding the above, ENGINEER shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by ENGINEER, and CITY may withhold any payments to ENGINEER for the purposes of set-off until such time as the exact amount of damages due CITY from ENGINEER is determined. This provision shall survive the termination of this Agreement and shall not relieve ENGINEER of its liability to CITY for damages.

16. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

17. Advice of Attorney: Each Party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

18. Entire Agreement: This Agreement contains the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral of written, whether previous to the execution hereof or contemporaneous herewith.

19. Appropriations and Approval: This Agreement is conditioned upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.

20. Resulting Task Orders and Survival: All Task Orders resulting from this Agreement and executed by both Parties during the term of this Agreement will be bound to the terms and conditions of the Agreement until all tasks are completed and accepted by CITY, whether or not the Agreement is terminated or unless tasks are canceled via a change order.

21. **Jurisdiction, Venue, and Non-Waiver.** It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning 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. Failure of CITY to not exercise any of its rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach. Should any litigation be commenced between the Parties hereto concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court.

22. **Approval Required:** This Agreement shall not become effective or binding until approved by the City of Moscow.

23. **Authority to Execute.** The persons executing this Agreement on behalf of their respective Parties, represent and warrant that they have the authority to do so under law and from their respective Parties.

(COMPANY)

_____

Dated: _____

CITY OF MOSCOW, IDAHO

_____
Bill Lambert, Mayor

Dated: _____

ATTEST:

_____
Laurie M. Hopkins, City Clerk

Approved as to form

_____
Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
: ss.
County of _____)

On the _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

_____
Notary Public for Idaho
Residing at _____
Commission Expires: _____

CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 19, 2021

RESPONSIBLE STAFF	REVIEWED BY
Megan Cherry, Arts Program Manager	This was reviewed by the Public Works/Finance Committee on January 11, 2021 and recommended for approval.
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

AGENDA ITEM TITLE

Idaho Commission on the Arts (ICA) Arts Education Annual Project Grant Application - Megan Cherry

DESCRIPTION

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Arts Education Annual Project is a grant program that supports activities that unite education and the arts. These grant funds will sustain the Arts Department's growing MACtivities Toolbox program, which is part of the MAC's fulfillment of the arts education component of their mission. The Toolbox program was initiated during the early days of the 2020 pandemic as a way to support arts education while maintaining social distance. The Toolboxes contain art supplies and National Core Arts Standards-aligned curriculum designed to serve ages 5 - 13+. The program is produced in partnership with the Prichard Art Gallery and is also supported by the Moscow Arts Commission's FY2021 budget. If received, this grant funding would represent off-setting revenue for FY2021.

STAFF RECOMMENDATION

Approve the Arts Education Annual Project grant application for the current cycle.

PROPOSED ACTIONS

ACTION: Approve the Arts Education Annual Project grant application for the current cycle.

FISCAL IMPACT

These grants will offset the costs of producing Arts Department events and the MACtivites Toolbox during FY21.

PERSONNEL IMPACT

ATTACHMENTS

1. ICA FY22_Arts Education Grant_Application & Evaluation Rubric

IDAHO COMMISSION ON THE ARTS

Opportunities

Current Applications

Any previously created applications, for this opportunity, appear below. To start a new application for this opportunity, Click the Start a New Application link or to copy data from an old application, click on the Copy Existing Application link.

ID	Application Title	Status
	No existing applications	

Opportunity Details

Copy Existing Application | Start a New Application

03381-Arts Education Annual Project - FY 2022

Arts Education Annual Projects
Application Deadline: 02/01/2021 11:59 PM

Award Amount Range:	$1,000.00 - $15,000.00	**Program Officer:**	Michael Faison
Project Start Date:	07/01/2021	**Phone:**	208-334-2119 x
Project End Date:	06/30/2022	**Email:**	michael.faison@arts.idaho.gov
Award Announcement Date:			

Description

Description

Purpose

This annual grant opportunity supports activities that unite effective practices in education and in the arts, enriching teaching and learning opportunities for K-12 students.

Process

Applications are adjudicated by a panel of community arts professionals. Award amounts depend on panel scores and available funds and may be less than the amount requested. A final report is due July 31 to remain eligible for future funding.

Grant amount

The grant requires a 1:1 match with cash or in-kind donations, and funds up to 50% of projected expenses. Maximum request is $15,000.

Eligibility and Restrictions

- Applicant must be a nonprofit, IRS tax exempt 501(c)(3) organization or be represented by applying through a fiscal agent; or a unit of local, county, tribal, or state government, including schools and school districts
- Nonprofit organizations (and fiscal agents) must have been in operation in Idaho for at least one year and have a valid 501(c)(3) Determination Letter with an effective date at least 1 year prior to the grant application deadline date
- Applicant must compensate professional artists and administrators
- Applicant must have submitted all final reports for past Commission grants

Narrative questions

1) Briefly describe the organization's or school's educational mission and the project or activities for which funds are sought.

2) What student NEEDS will be addressed by this project?

- Describe the population expected to benefit from the project. Specify the number of participants and, if applicable, how they will be chosen.
- Identify important student learning needs that this project will address.
- Describe your systems, practices, and actions that encourage participation of diverse members of your community and individuals with disabilities, including activities designed to minimize barriers to participation.

3) IMPACT – How will the project contribute to what students will know and be able to do in the arts? Reference your response to the National Core Arts Standards: nationalartsstandards.org.

- Identify the Artistic Process and Essential Question from the National Core Arts Standards that will focus student learning.

- Specify up to three discipline-specific knowledge and skill standards (eg. VA:Cr1.2PKa) that students will know and be able to do in the arts as an outcome of your planned activities or experiences. Please provide the full statement(s).

4) Describe how EVIDENCE of student learning will be captured, documented, and shared.

- What assessment tools will be used to determine if the identified standards are understood and/or applied in the student work?
- Describe how evidence of student learning will be documented and shared with wider audiences such as peers, parents, funders, school personnel, or other stakeholders.

5) Describe the project activities in detail.

- Identify which individual artists, performing groups, educators, or consultants will be involved, including their roles, qualifications, and responsibilities.
- What activities will build student interest and curiosity before the project begins?
- Describe a clear sequence of activities that will deepen students' interests, skills, and understanding to achieve the project's identified outcomes.
- How will students be guided in responding to/reflecting on their work or the work of others?

Budget

Applicant must submit a budget form.

Required Attachments

- List of key personnel
- Résumés for key personnel. ICA Teaching Artist résumés may be omitted
- Three letters of support
- Work samples, if applicable, ICA Teaching Artist work samples not required (*show the quality of art or services and must be from the last five years*)
- Support materials *(confirm the narrative by providing key evidence, recommended materials include schedules, lesson plans, and letters of support)*

Evaluation Criteria

Download the evaluation rubric for this grant category.

Dulles Technology Partners Inc.
© 2001-2017 Dulles Technology Partners Inc.
WebGrants 6.10 - All Rights Reserved.

APP#_____

ARTS EDUCATION PROJECT Evaluation Form

EDUCATIONAL/ARTISTIC MERIT	5	4	3	2	1
The proposal identifies an Essential Question that will focus student learning					
Outcomes identify specific knowledge and skills that students will master.					
Activities are appropriate to deepen student's skills and understanding.					
Assessment is designed to determine if outcomes are understood and applied.					
Personnel involved (artists, consultants, teachers) are highly qualified.					
Support materials are high quality, aligned, and appropriate.					

Clarifying Comments or Questions:

Total

PLANNING, IMPLEMENTATION and EVALUATION	5	4	3	2	1
Outcomes reflect the identified needs of learners.					
The project description is clear and complete.					
Learning activities are clearly sequenced.					
Activities are designed to achieve project's identified outcomes.					
Evidence of student learning will be documented and shared.					
Evaluation findings inform ongoing planning and program refinement.					

Clarifying Comments or Questions:

Total

MANAGEMENT	5	4	3	2	1
The budget is complete, clear, and aligns with the narrative.					
Support is broad-based, including public and private sources.					
Roles and responsibilities of collaborating parties are identified and defined.					
Plan for communication with all parties is evident.					

Clarifying Comments or Questions:

Total

COMMUNITY INVOLVEMENT and ACCESS	5	4	3	2	1
Planning includes broad-based participation (teachers, parents, administrators).					
Plan includes appropriate publicity and community involvement.					
Plan includes accommodations for persons with disabilities.					
Plan includes efforts to identify and include underserved populations.					

Clarifying Comments or Questions:

Total

CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 19, 2021

RESPONSIBLE STAFF	REVIEWED BY
Amanda Argona, Community Events Manager	Reviewed by the Administrative Committee on January 11, 2021 and recommended for approval.
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

AGENDA ITEM TITLE

Moscow Farmers Market Design Toolkit RFQ - Amanda Argona

DESCRIPTION

The City of Moscow continues to support a consistent and unified brand, as outlined in the Strategic Plan issue developed in 2015. Significant work was completed with the adoption of the branding issue and was moved to operational status in 2018. Branding efforts have included enhancements made to existing platforms, including the social media team's growth, expansion of social media use, development of City Department and Commission logos, and most recent, development of the Arts Program Graphics.

The Moscow Farmers Market is another highly visible City program that would benefit from developing a comprehensive and consistent visual or graphic identity for the Market in keeping with the City's ongoing branding efforts. A sub-committee of Moscow Farmers Market Commission members and City staff has developed a Request for Qualifications. This RFQ seeks to engage a professional in developing a Moscow Farmers Market Design Toolkit to develop a visually pleasing and consistent identity for the Market and the greater community that is complimentary to the City of Moscow. The Toolkit will include a style guide to illustrate and support Market programs and events such as entertainment, youth activities and volunteer programs, food access, education, demonstration activities, and Farmers Market Commission education and outreach.

The Moscow Farmers Market Commission has reviewed and approved the draft RFQ for presentation to City Council. The branding project was budgeted for $9,000 in the FY2021 City budget.

STAFF RECOMMENDATION

Receive the Moscow Farmers Market Design Toolkit RFQ.

PROPOSED ACTIONS

ACTION: Receive the Moscow Farmers Market Design Toolkit RFQ.

FISCAL IMPACT

Professional Services GL Code 120-210-30-642-10

PERSONNEL IMPACT

ATTACHMENTS

1. Request for Qualifications draft

MOSCOW
FARMERS MARKET
COMMISSION

Moscow Farmers Market Design Toolkit RFQ

Deadline for submissions: March 19, 2021

PROJECT DESCRIPTION

The City of Moscow and Farmers Market Commission invite graphic design professionals to submit qualifications for a design toolkit to serve the brand identity of the Moscow Farmers Market with the City of Moscow Community Events Division.

The selected artist, artist team, or design firm will work closely with Community Events Division staff to create a style guide and program graphics that are complementary to existing City of Moscow branding.

The successful applicant will demonstrate the ability to create a design toolkit which will bridge the Moscow Farmers Market's identity as a beloved past-time for both locals and visitors, while also recognizing its history as a leader in developing the region's food system.

Stewardship of the Moscow Farmers Market is a collaboration between the Community Events Division and the Farmers Market Commission. The Market is a core component of the greater Moscow identity, contributing to the look and feel of the community. The mission of the Moscow Farmers Market is to celebrate 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. The Market's core values encompass the following:

- ***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.

The design toolkit will represent the Market's identity as a cultural icon of Moscow and a nationally-recognized, weekly, community gathering place for producers, makers, performers, and patrons. A complete design toolkit will include a style guide as well as scalable program graphics and design elements to be used in print and digital media for the Moscow Farmers Market and its associated amenities. Design elements will be used to illustrate and support Market programs and events such as entertainment, youth activities and volunteer programs, food access, education, and demonstration activities, and Farmers Market Commission education and outreach.

DRAFT

Community Events Division · 206 E. Third Street · Suite 300 · Moscow, ID 83843
Amanda Argona, Community Events Manager · 208-883-7132 · aargona@ci.moscow.id.us

BUDGET

The total amount of funding available for the design toolkit is not to exceed $8,000. This budget includes the design fee, meetings, materials, and all other costs accrued by the selected artist, team, or firm for this design toolkit project.

ELIGIBILITY

In keeping with the spirit of the Moscow Farmers Market, artists, teams, and firms residing in a 200 air-mile radius of Moscow are eligible to apply. Selection panelists and their immediate family members are not eligible to apply.

PROJECT TIMELINE

January 20 – March 19, 2021	Application period
March 22 – 26, 2021	Selection panel review and recommendation
April 6, 2021	Farmers Market Commission selection
April 2021	Contract with successful respondent finalized
August 31, 2021	Delivery of style guide, programs graphics, and design elements

SUBMISSION REQUIREMENTS

1. **Letter of Interest** (if applying as a team or firm, also provide a list of members, identify the individual that is the project lead, and describe each member's role in the project)
2. **Artist Resume** (if applying as a team or firm, provide the project lead's resume)
3. **Three Professional References** (if applying as a team or firm, provide project lead's references)
4. **Samples of Past Work**
    a. Include up to (10) clearly labeled digital files that demonstrate evidence of the artist's/team's/firm's work on projects of a scale and nature similar to the one described in this RFQ.
    b. Please use the following file naming for each digital file:
        i. Individual Artists: Lastname, Firstname_ProjectTitle_DateCompleted (e.g. Smith, Dana_SelfPortrait_2021)
        ii. Teams/Firms: TeamorFirmName_ProjectTitle_DateCompleted (e.g. BlueDotDesigns_100Nightsof100Lights_2000)
5. **Project Timeline**
    a. Include a timeline proposal describing the stages of the project from visioning and initial drafts to finalized deliverables.
    b. Include dates associated with each stage of timeline proposal.

6. **Submission of Materials**

DRAFT

Community Events Division · 206 E. Third Street · Suite 300 · Moscow, ID 83843
Amanda Argona, Community Events Manager · 208-883-7132 · aargona@ci.moscow.id.us

a. Submit all materials via the City of Moscow's Submittable page: https://moscowarts.submittable.com/submit
b. Emailed or physical submissions will not be accepted.

SELECTION CRITERIA

1. **Letter of Interest**
    a. States clear reasons for interest in this opportunity.
    b. Demonstrates an understanding of the project's scope and intent.
    c. For teams/firms
        i. Identifies project lead
        ii. Identifies all team members
        iii. Describes each team members role in the project
2. **Resume and References**
    a. References confirm professionalism of applicant in communication, responsiveness to requests, ability to meet deadlines, and adherence to budget.
    b. Resume reveals a record of design work of a scale similar to the one described in this RFQ.
3. **Samples of Past Work**
    a. Work samples highlight completed design projects of a scale similar to or larger than the one described in this RFQ.
    b. Work samples reveal aesthetic, conceptual, and technical expertise.
4. **Project Timeline**
    a. Proposed timeline by applicant aligns with the deadline in this RFQ.
    b. Proposed timeline indicates clear deadlines for each stage of the project.

SELECTION PANEL MEMBERS

The Selection Panel will be comprised of:

- City of Moscow Deputy City Supervisor
- City of Moscow Community Events Manager
- Farmers Market Commission Chair
- Farmers Market Commission Moscow Chamber of Commerce representative
- Farmers Market Commission University of Idaho Extension representative

The City of Moscow reserves the right to change the dates of the project timeline, to modify this request to include additional information from any or all participating artists, to reopen the request, and/or to accept or reject, at any time prior to the commission of work, any or all design proposals.

DRAFT

Community Events Division · 206 E. Third Street · Suite 300 · Moscow, ID 83843
Amanda Argona, Community Events Manager · 208-883-7132 · aargona@ci.moscow.id.us

CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 19, 2021

RESPONSIBLE STAFF	REVIEWED BY
Gary Riedner, City Supervisor	This was reviewed by the Administrative Committee on January 11, 2021.
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

AGENDA ITEM TITLE

Amending Moscow City Code Title 1 Chapter 11 Emergency Powers (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

On March 20, 2020, in response to the COVID-19 pandemic, the City Council approved Ordinance 2020-03, which created a new Moscow City Code Title 1, Chapter 11 Emergency Powers, vesting the Mayor with temporary powers in times of emergency for a period of seven days (similar to the powers authorized by Idaho Code section 46-1011, and stating that the City Council may choose to extend the time of the Emergency Powers beyond seven days by Resolution. Subsequently, Mayor Lambert issued Public Health Emergency Order 20-01 and 20-02, which were extended to May 5, 2020 by City Council Resolutions 2020-06 and 2020-07 respectively. On April 30, 2020, at 11:59 pm, by Resolution 2020-09, City Council terminated the previous Public Health Emergency Orders, in favor of Idaho Governor Brad Little's implementation of his Idaho Rebounds plan and Stay Healthy Order, which was implemented on May 1, 2020. Thereafter, on July 1, 2020, in response to continuing effects of the COVID-19 pandemic, Mayor Lambert issued Amended Public Health Emergency Order 20-03 (APHEO 20-03), requiring social/physical distancing when in public settings and face coverings in situations when social/physical distancing cannot be maintained. City Council extended APHEO 20-03 to June 9, 2021, by successive City Council Resolutions. The last Resolution (2020-27), included metrics to be considered by City Council in the determination of early termination of APHEO 20-03.

The attached Amendment to Moscow City Code Title 1, Chapter 11 Emergency Powers has been drafted by staff for Council consideration to address issues identified since MCC 1-11 has been enacted. Some of these issues include specific language regarding those emergency powers, which activities are regulated when a public health emergency is declared, and potential penalties for violation.

STAFF RECOMMENDATION

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

PROPOSED ACTIONS

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

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ordinance 2021- Title 1 Chapter 11 Emergency Powers - Track Changes
2. Ordinance 2021- Title 1 Chapter 11 Emergency Powers_clean

ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO FOR REVISING, CODIFYING AND COMPILING THE GENERAL ORDINANCES OF THE CITY OF MOSCOW; PROVIDING FOR THE AMENDMENT OF CHAPTER 11 TO TITLE 1, OF MOSCOW CITY CODE ENTITLED EMERGENCY POWERS; SETTING FORTH THE AUTHORITY, PURPOSE AND INTENT, SCOPE, DEFNITIONS, PUBLIC HEALTH EMERGENCY ORDERS, PROCESS FOR ENACTING PUBLIC HEALTH EMERGENCY ORDERS, SUSPENSION OF SERVICES, FORCE MAJEURE, PENALTY, APPEAL, ADOPTING A SAVINGS CLAUSE; PROVIDING FOR REPEAL OF ANY OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE AND SAVINGS CLAUSE; AND FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the health and safety of all citizens of the city of Moscow is the greatest priority and is of the upmost importance to the Mayor and City Council; and

WHEREAS, Idaho cities are authorized by Idaho Constitution Article XII, Section 2, to make and enforce, within the city limits, all such local police, sanitary and other regulations that are not in conflict with the city's charter or with the general laws of the state; and

WHEREAS, the City, as a municipal corporation of the State of Idaho, has the authority to exercise all powers and perform all functions of local self-government in city affairs that are not specifically prohibited by or in conflict with the general laws or the constitution of the state of Idaho (I.C. 50-301); and

WHEREAS, the City is empowered to make all such ordinances, bylaws, rules, regulations and resolutions not inconsistent with the laws of the state of Idaho as may be expedient, in addition to the special powers in this act granted, to maintain the peace, good government and welfare of the corporation and its trade, commerce and industry (I.C. 50-302); and

WHEREAS, the City, as a municipal corporation of the State of Idaho, may enforce all ordinances by fine, including an infraction penalty, or by incarceration; provided however, that the maximum punishment of any offense shall be by fine of not more than one thousand dollars ($1,000) or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment (I.C. 50-302)

WHEREAS, any person charged with or convicted of violation of a city ordinance and subject to imprisonment shall be confined in the City or the County jail (I.C. 50-302A); and

WHEREAS, the City may pass all ordinances and make all regulations necessary to preserve the public health; prevent the introduction of contagious diseases into the city; make quarantine laws for that purpose and enforce the same within five (5) miles of the city (MCC 2-1-7 and I.C. 50-304); and

WHEREAS, the City is empowered to regulate or prohibit the loading or storage of any material deemed hazardous, or transporting the same over the streets or waters in the city, or within three (3) miles of city limits thereof (I.C. 50-310); and

WHEREAS, the Mayor shall have such jurisdiction as may be vested in him/her by ordinance over all places within five (5) miles of the corporate limits of the city, for the enforcement of any health or quarantine ordinance and regulation thereof, and shall have jurisdiction in all matters vested in him/her by ordinance, except taxation, within one (1) mile of the corporate limits of said city and over such properties as may be owned by the city without corporate limits (I.C. 50-606); and

WHEREAS, the Mayor shall have and exercise such powers, prerogatives and authority as is conferred by the laws of the state of Idaho or as may be conferred upon him/her by City Council (I.C. 50-607); and

WHEREAS, the Mayor is authorized to call on every resident in the city over twenty-one (21) years of age to aid in enforcing the laws (I.C. 50-609); and

WHEREAS, in cases of riot, infections or contagious disease, or other impending danger requiring immediate enforcement, such ordinances shall take effect upon the proclamation of the Mayor or President of the Council, posted in at least five (5) public places of the City (I.C. 50-901); and

WHEREAS, a local disaster may be declared by a mayor within his/her respective political subdivision. The local disaster emergency shall not be continued or renewed for a period in excess of seven (7) days except by or with the consent of the governing board of the City (I.C. 46-1011); and

WHEREAS, the City is empowered to revise and codify ordinances of a general and permanent nature and to make such changes, alterations, modifications, additions and substitutions therein as the City deems best (I.C. 50-903); and

WHEREAS, in order to effectively preserve the health and safety of the public, the Mayor is granted the emergency powers contained within this ordinance.

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

SECTION 1: That Moscow City Code Title 1, Chapter 11 be amended as follows:

Sec. 11-01. Legal Authority.

Article XII, Section 2 of the Idaho Constitution, and various sections of the Idaho Code, including sections 46-1011, 50-301, 50-302, 50-304, 50-308, 50-310 and 50-606, 50-607 and 50-901 authorize the City of Moscow to pass ordinances granting certain powers to the Mayor related to public ~~health~~ emergencies.

Sec. 11-02. Purpose and Intent.

The City finds that the preservation of public health, safety, and welfare may require immediate action by the City in response to emergency situations, including threats to public health. Therefore, the City hereby authorizes the Mayor to declare a public emergency and to have the ~~certain~~ powers contained in this Chapter for immediate response to foreseeable, imminent, or present public ~~health~~ emergencies.

Sec. 11-03. Scope.

This chapter sets forth the procedures for activating the emergency powers of the Mayor and the specific powers of the Mayor during a public ~~health~~ emergency.

Sec. 11-04. Definitions.

For the purposes of this Chapter, the following terms, phrases, words, and derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and ~~not merely~~never ~~directory~~discretionary. Words used throughout this Chapter, but not defined herein, shall have their plain, ordinary and common meaning. ~~Words in any gender shall apply to the feminine, masculine and neutral genders.~~References to gender shall be inclusive of all genders.

A. *Curfew*. A prohibition or limitation to be out in public at certain times.

B. *Emergency Order*. An order that may be advisory, mandatory, or a combination of both, which may include a curfew, shelter in place, social/physical distancing, isolation, quarantine, or other order enacted by the Mayor entered to preserve the public health, safety and/or welfare of the City.

C. *Isolation*. The separation of infected persons, or of persons suspected to be infected, from other persons to such places, under such conditions, and for such time as will prevent transmission of the infectious agent.

D. *Public Emergency*. The foreseeable, imminent, or present threat of any pathogen, agent, vector, or environmental condition, including hazardous materials, which does or may cause illness or injury to humans. Public Emergency also includes other impending dangers that threaten the public health, safety and welfare requiring immediate enforcement or action to preserve the health, safety and welfare of the public.

E. *Quarantine*. The restriction placed on the entrance to and exit from the place of premises where an infectious agent or hazardous material exists.

F. *Shelter In Place*. The requirement that persons remain in their residences and/or self-isolate.

G. *Social/Physical Distancing*. Actions taken to reduce or limit physical contact between individuals, or to maintain, increase or limit distance between individuals or groups, including avoiding or canceling congregate settings and mass gatherings.

~~A. *Public Health Emergency*. The foreseeable, imminent, or present threat of any pathogen, agent, vector, or environmental condition, including hazardous materials, which does or may cause illness or injury to humans.~~

~~B. *Public Health Emergency Order*. An advisory, social distancing, isolation, or quarantine order enacted by the Mayor.~~

~~C. *Isolation*. The separation of infected persons, or of persons suspected to be infected, from other persons to such places, under such conditions, and for such time as will prevent transmission of the infectious agent.~~

DRAFT

~~D. *Quarantine*. The restriction placed on the entrance to and exit from the place of premises where an infectious agent or hazardous material exists.~~

~~E. *Social Distancing*. Actions taken to maintain distance from other people, including avoiding or canceling congregate settings and mass gatherings.~~

Sec. 11-05. Public ~~Health~~ Emergency Orders.

The Mayor, being duly authorized by Article XII, section 2 of the Idaho Constitution and Idaho Code sections 46-1011, 50-301, 50-302, 50-304, 50-308, 50-310, ~~and~~ 50-606, and 50-901 may issue the following orders:

A. Advisory Order. During a public emergency, the Mayor may enact an advisory order that provides information and recommends guidelines for preventing, detecting, and/or mitigating the onset or spread of a public emergency.

B. Curfew Order. During a public emergency, the Mayor may enact a curfew order, establishing any or all of the following:

1. An order limiting the hours of operation for businesses and facilities; or
2. An order establishing a curfew under which individuals are to remain in their place of residence.

C. Isolation Order. During a public emergency, the Mayor may enact an isolation order. An isolation order shall include an effective date and an expiration date, which may be extended or terminated in the same manner as the imposition of the initial order. An isolation order may establish any or all of the following:

1. A directive that infected and/or exposed individuals isolate themselves from other persons;
2. Geographical areas and/or categories of restricted or prohibited access; and
3. Other measures necessary to prevent, avoid, detect, address, or mitigate a public emergency.

D. Shelter In Place Order. During a public emergency, the Mayor may enact a shelter in place order. A shelter in place order shall include an effective date and an expiration date, which may be extended or terminated in the same manner as the imposition of the initial order. A shelter in place order may establish any or all of the following:

1. A requirement that people isolate themselves and remain in their residences;
2. Restrictions or prohibitions on public and private gatherings of individuals outside a residence;
3. Restrictions or prohibitions on business or governmental activities;
4. Limitations and restrictions on travel; and
5. Other measures to prevent, avoid, detect, address, and/or mitigate a public health emergency.

E. Social/Physical Distancing Order. During a public emergency, the Mayor may enact a social/physical distancing order. A social/physical distancing order shall include an effective date and an expiration date, which may be extended or terminated in the same manner as the imposition of the initial order. A social/physical distancing order may establish any or all of the following:

1. Restrictions regarding the operation of gatherings or events;
2. Restrictions on travel into, out of, and through the city;
3. Postponement or cancelation of public meetings and hearings;
4. A limit on the number of persons who may gather in indoor or outdoor venues;
5. Other measures to prevent, avoid, detect, address, and/or mitigate a public emergency.

F. Quarantine Order. During a public emergency, the Mayor may enact a quarantine order. A quarantine order shall include an effective date and an expiration date, which may be extended or terminated in the same manner as the imposition of the initial order. A quarantine order may establish any or all of the following:

1. A directive that infected and/or exposed individuals isolate themselves from other persons;
2. Geographical or other areas of restricted or prohibited access, such as restricting access to a geographical location or area;
3. Other measures to prevent, avoid, detect, address, and/or mitigate a public emergency.

~~A. Advisory Order. Where a public health emergency is foreseeable or imminent, the Mayor may, enact an advisory order, which order may provide information and recommended guidelines for preventing, detecting, and/or mitigating the onset or spread of a public health hazard.~~

~~B. Social Distancing Order. Where a public health emergency is imminent, the Mayor may enact a social distancing order, which order may establish any or all of the following:~~

~~1. Appropriate restrictions regarding the operation or occurrence of planned or foreseeable commercial, recreational, or expressive gatherings or events.~~
~~2. Restrictions on travel through or visitation within the community.~~
~~3. Postponement or cancelation of public meetings and hearings.~~
~~4. A limit on the number of persons who may gather in one location regardless of whether the location is an indoor or outdoor venue.~~
~~5. Measures to be taken in order to prevent, avoid, detect, address, and/or mitigate a foreseeable, imminent, or present public health hazard.~~
~~6. A social distancing order shall include an effective date and an anticipated expiration date, which may be extended in the same manner as the imposition of the initial order. A social distancing order shall apply within Moscow city limits, and continue contiguously to a distance of five (5) miles outside Moscow city limits.~~

~~C. Isolation Order. Where a public health emergency is present, and poses a clear threat of harm to the public health, the Mayor may enact an isolation order, which order may establish any or all of the following:~~

~~1. A directive that infected and/or exposed individuals isolate themselves from other persons.~~
~~2. Geographical areas of restricted or prohibited access.~~
~~3. Other measures necessary to avoid, address, or mitigate an imminent public health hazard.~~
~~4. The scope and manner of delivery of services, materials, or supplies to be provided by the City, if any.~~
~~5. Measures to be taken in order to prevent, avoid, detect, address, or mitigate a foreseeable, imminent, or present public health hazard.~~
~~6. Conditions of the isolation order.~~
~~7. An isolation order shall include an effective date and an anticipated expiration date, which may be extended in the same manner as the imposition of the initial order. An isolation order shall be effective only when and for so long as the public health emergency is present, and when no less restrictive alternative exists.~~

~~D. Quarantine Order. Where a health emergency is present, and poses a clear threat of harm to the public health, theMayor may, enact a quarantine order, which order may establish any or all of the following:~~

~~1. A directive that infected and/or exposed individuals isolate themselves from other persons.~~
~~2. Geographical or other areas of restricted or prohibited access.~~

DRAFT

~~3. Other measures necessary to avoid, address, or mitigate an imminent public health hazard.~~
~~4. The scope and manner of delivery of services, materials, or supplies to be provided by the City, if any.~~
~~5. Measures to be taken in order to prevent, avoid, detect, address, or mitigate a foreseeable, imminent, or present public health hazard.~~
~~6. Conditions of the quarantine.~~
~~7. A quarantine order shall include an effective date and an anticipated expiration date, which may be extended in the same manner as the imposition of the initial order. A quarantine order shall be effective only when and for so long as the public health emergency is present, and when no less restrictive alternative exists.~~

Sec. 11-06. Process for Enacting Public ~~Health~~ Emergency Orders.

During a public emergency, the Mayor may issue emergency orders to preserve the public health, safety and welfare of the City and its citizens.

A. Enactment. ~~When summarily enacting a Public Health Emergency Order, t~~The Mayor shall prepare a written emergency order and publish it pursuant to this section as soon as practical after signing said order.

B. Effective Date. The Public ~~Health~~ Emergency Order shall become effective immediately upon publication, except as may be specifically stated in the ~~Public Health~~ Emergency Order, such order shall be effective upon posting at Moscow City Hall. The order shall not be continued or renewed for a period in excess of seven (7) days except by or with consent of the Council through a Resolution.

C. Publication of Public ~~Health~~ Emergency Order. The Mayor shall cause a Public ~~Health~~ Emergency Order to be published as soon as possible and prudent under the circumstances by doing the following:
   1. Posting the order in a prominent place at Moscow City Hall;
   2. Posting the order on the City's website;
   3. E-mailing the order to all persons subscribed to City e-mail notification services;
   4. Posting the order to all City social media accounts;
   5. Providing the order to local television and radio broadcast outlets; and
   6. Notifying other government agencies, including Moscow School District, Latah County Highway District, Latah County and University of Idaho.

Sec. 11-07. ~~Exclusions.~~

~~Unless otherwise specifically prohibited by a Public Health Emergency Order duly enacted by the Mayor, the following activities shall be exempt from the scope of such order:~~
~~A. Any and all expressive and associative activity that is protected by the United States and Idaho Constitutions, including speech, press, assembly, and/or religious activity.~~
~~B. Educational institutions and airports, which shall follow the duly adopted policies of their respective governing bodies.~~
~~C. Activities necessary to operate critical infrastructure and utilities.~~
~~D. Activities necessary to operate and use medical facilities and services.~~
~~E. Activities necessary to buy, sell, or otherwise deliver food or necessities purchased in or at grocery or convenience stores, gas stations, and pharmacies.~~**Section Repealed in its Entirety.**

Sec. 11-08. Suspension and Waiver of Certain City Services, Ordinances, and Policies and Procedures.

During a Public ~~Health~~ Emergency and upon issuance of a Public ~~Health~~ Emergency Order, the Mayor may suspend any and all of the following:

A. Non-essential City government services and functions, as deemed necessary given the specific nature of the emergency and in consideration of the health and safety of employees and the general public;

B. Regular meetings of City boards and commissions. In order to facilitate such suspension of meetings, the ordinance(s) providing for the regular meetings of these boards and commissions shall be temporarily suspended. Those ordinances providing the timeline for processing applications shall also be suspended.

C. Other ordinances, as may be necessary, given the specific nature of the emergency; and

D. Such internal rules, regulations and procedures as deemed necessary to protect the health and welfare of City employees and the general public.

~~certain non-essential City government services and functions as deemed necessary and advisable given the specific public health emergency and in consideration of the health of employees and the general public. During such time, the Mayor may also suspend the regular meetings of City boards and commissions including but not limited to Planning & Zoning, Design Review and the Historic Preservation Commission. In order to facilitate such suspension of meetings, theordinances providing for the regular meetings of these commissions shall be temporarily suspended. Those ordinances providing the timeline for processing applications shall also be suspended. The Mayor is also authorized to waive such internal rules, regulations and procedures as deemed necessary to protect the health and welfare of City employees.~~

Sec. 11-09. Force Majeure.

In the context of this chapter, a public ~~health~~ emergency is a force majeure. No person shall be entitled to recover from the City of Moscow any costs incurred, or profits lost as may be alleged to be attributed to the enactment of a Public ~~Health~~ Emergency Order.

Sec. 11-10. Penalty.

It shall be unlawful to violate any provision or directive of a duly enacted ~~social distancing~~emergency order~~, isolation order, or quarantine order while such order is in effect~~. The violation of any provision or directive of an emergency ~~social distancing order, isolation order, or quarantine~~ order shall be a misdemeanor, unless a different penalty is designated by the emergency order or by Resolution of the City Council. Different penalties may include infractions or civil penalties.

Sec. 11-11. Appeal.

Any person shall be entitled to appeal an isolation order or quarantine order, or to request a modification of any provision of such order by filing a written appeal with the City Clerk. Such appeal shall be heard by City Council at their next meeting, or, if no meeting is scheduled during the term of the isolation order or quarantine order, the City Supervisor or designee shall review such appeal and issue a written decision. The City Supervisor's decision shall be final.

DRAFT

SECTION 2: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions. The remaining sections of Title 1 shall be in full force and effect.

SECTION 3: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of the City of Moscow, Idaho, Municipal Code, the definitions contained within those portions of the Moscow Municipal Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be effective immediately upon its passage, approval, and publication. Pursuant to the emergency provisions granted under Idaho Code 50-901, where in cases of infections or contagious disease, or other impending danger requiring immediate enforcement, such as COVID-19, such ordinance shall take effect upon the proclamation of the Mayor or President of the Council, posted in at least five (5) public places of the City.

PASSED by the City Council and APPROVED by the Mayor this ___ day of January, 2021.

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

DRAFT

ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO FOR REVISING, CODIFYING AND COMPILING THE GENERAL ORDINANCES OF THE CITY OF MOSCOW; PROVIDING FOR THE AMENDMENT OF CHAPTER 11 TO TITLE 1, OF MOSCOW CITY CODE ENTITLED EMERGENCY POWERS; SETTING FORTH THE AUTHORITY, PURPOSE AND INTENT, SCOPE, DEFNITIONS, PUBLIC HEALTH EMERGENCY ORDERS, PROCESS FOR ENACTING PUBLIC HEALTH EMERGENCY ORDERS, SUSPENSION OF SERVICES, FORCE MAJEURE, PENALTY, APPEAL, ADOPTING A SAVINGS CLAUSE; PROVIDING FOR REPEAL OF ANY OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE AND SAVINGS CLAUSE; AND FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the health and safety of all citizens of the city of Moscow is the greatest priority and is of the upmost importance to the Mayor and City Council; and

WHEREAS, Idaho cities are authorized by Idaho Constitution Article XII, Section 2, to make and enforce, within the city limits, all such local police, sanitary and other regulations that are not in conflict with the city's charter or with the general laws of the state; and

WHEREAS, the City, as a municipal corporation of the State of Idaho, has the authority to exercise all powers and perform all functions of local self-government in city affairs that are not specifically prohibited by or in conflict with the general laws or the constitution of the state of Idaho (I.C. 50-301); and

WHEREAS, the City is empowered to make all such ordinances, bylaws, rules, regulations and resolutions not inconsistent with the laws of the state of Idaho as may be expedient, in addition to the special powers in this act granted, to maintain the peace, good government and welfare of the corporation and its trade, commerce and industry (I.C. 50-302); and

WHEREAS, the City, as a municipal corporation of the State of Idaho, may enforce all ordinances by fine, including an infraction penalty, or by incarceration; provided however, that the maximum punishment of any offense shall be by fine of not more than one thousand dollars ($1,000) or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment (I.C. 50-302)

WHEREAS, any person charged with or convicted of violation of a city ordinance and subject to imprisonment shall be confined in the City or the County jail (I.C. 50-302A); and

WHEREAS, the City may pass all ordinances and make all regulations necessary to preserve the public health; prevent the introduction of contagious diseases into the city; make quarantine laws for that purpose and enforce the same within five (5) miles of the city (MCC 2-1-7 and I.C. 50-304); and

WHEREAS, the City is empowered to regulate or prohibit the loading or storage of any material deemed hazardous, or transporting the same over the streets or waters in the city, or within three (3) miles of city limits thereof (I.C. 50-310); and

WHEREAS, the Mayor shall have such jurisdiction as may be vested in him/her by ordinance over all places within five (5) miles of the corporate limits of the city, for the enforcement of any health or quarantine ordinance and regulation thereof, and shall have jurisdiction in all matters vested in him/her by ordinance, except taxation, within one (1) mile of the corporate limits of said city and over such properties as may be owned by the city without corporate limits (I.C. 50-606); and

WHEREAS, the Mayor shall have and exercise such powers, prerogatives and authority as is conferred by the laws of the state of Idaho or as may be conferred upon him/her by City Council (I.C. 50-607); and

WHEREAS, the Mayor is authorized to call on every resident in the city over twenty-one (21) years of age to aid in enforcing the laws (I.C. 50-609); and

WHEREAS, in cases of riot, infections or contagious disease, or other impending danger requiring immediate enforcement, such ordinances shall take effect upon the proclamation of the Mayor or President of the Council, posted in at least five (5) public places of the City (I.C. 50-901); and

WHEREAS, a local disaster may be declared by a mayor within his/her respective political subdivision. The local disaster emergency shall not be continued or renewed for a period in excess of seven (7) days except by or with the consent of the governing board of the City (I.C. 46-1011); and

WHEREAS, the City is empowered to revise and codify ordinances of a general and permanent nature and to make such changes, alterations, modifications, additions and substitutions therein as the City deems best (I.C. 50-903); and

WHEREAS, in order to effectively preserve the health and safety of the public, the Mayor is granted the emergency powers contained within this ordinance.

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

SECTION 1: That Moscow City Code Title 1, Chapter 11 be amended as follows:

Sec. 11-01. Legal Authority.

Article XII, Section 2 of the Idaho Constitution, and various sections of the Idaho Code, including sections 50-301, 50-302, 50-304, 50-308, 50-310, and 50-606, 50-607, and 50-901 authorize the City of Moscow to pass ordinances granting certain powers to the Mayor related to public emergencies.

Sec. 11-02. Purpose and Intent.

The City finds that the preservation of public health, safety, and welfare may require immediate action by the City in response to emergency situations, including threats to public health. Therefore, the City hereby authorizes the Mayor to declare a public emergency and to have the powers contained in this Chapter for immediate response to foreseeable, imminent, or present public emergencies.

Sec. 11-03. Scope.

This chapter sets forth the procedures for activating the emergency powers of the Mayor and the specific powers of the Mayor during a public emergency.

Sec. 11-04. Definitions.

For the purposes of this Chapter, the following terms, phrases, words, and derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and never discretionary. Words used throughout this Chapter, but not defined herein, shall have their plain, ordinary and common meaning. References to gender shall be inclusive of all genders.

A. *Curfew*. A prohibition or limitation to be out in public at certain times.
B. *Emergency Order.* An order that may be advisory, mandatory, or a combination of both, which may include a curfew, shelter in place, social/physical distancing, isolation, quarantine, or other order enacted by the Mayor entered to preserve the public health, safety and/or welfare of the City.
C. *Isolation*. The separation of infected persons, or of persons suspected to be infected, from other persons to such places, under such conditions, and for such time as will prevent transmission of the infectious agent.
D. *Public Emergency.* The foreseeable, imminent, or present threat of any pathogen, agent, vector, or environmental condition, including hazardous materials, which does or may cause illness or injury to humans. Public Emergency also includes other impending dangers that threaten the public health, safety and welfare requiring immediate enforcement or action to preserve the health, safety and welfare of the public.
E. *Quarantine*. The restriction placed on the entrance to and exit from the place of premises where an infectious agent or hazardous material exists.
F. *Shelter In Place*. The requirement that persons remain in their residences and/or self-isolate.
G. *Social/Physical Distancing*. Actions taken to reduce or limit physical contact between individuals, or to maintain, increase or limit distance between individuals or groups, including avoiding or canceling congregate settings and mass gatherings.

Sec. 11-05. Public Emergency Orders.

The Mayor, being duly authorized by Article XII, section 2 of the Idaho Constitution, and Idaho Code sections 50-301, 50-302, 50-304, 50-308, 50-310, and 50-606, 50-607, and 50-901 may issue the following orders:

A. Advisory Order. During a public emergency, the Mayor may enact an advisory order that provides information and recommends guidelines for preventing, detecting, and/or mitigating the onset or spread of a public emergency.

B. Curfew Order. During a public emergency, the Mayor may enact a curfew order, establishing any or all of the following:
   1. An order limiting the hours of operation for businesses and facilities; or
   2. An order establishing a curfew under which individuals are to remain in their place of residence.

C. Isolation Order. During a public emergency, the Mayor may enact an isolation order. An isolation order shall include an effective date and an expiration date, which may be extended or terminated in the same manner as the imposition of the initial order. An isolation order may establish any or all of the following:
   1. A directive that infected and/or exposed individuals isolate themselves from other persons;
   2. Geographical areas and/or categories of restricted or prohibited access; and
   3. Other measures necessary to prevent, avoid, detect, address, or mitigate a public emergency.

D. Shelter In Place Order. During a public emergency, the Mayor may enact a shelter in place order. A shelter in place order shall include an effective date and an expiration date, which may be extended or terminated in the same manner as the imposition of the initial order. A shelter in place order may establish any or all of the following:
   1. A requirement that people isolate themselves and remain in their residences;
   2. Restrictions or prohibitions on public and private gatherings of individuals outside a residence;
   3. Restrictions or prohibitions on business or governmental activities;
   4. Limitations and restrictions on travel; and
   5. Other measures to prevent, avoid, detect, address, and/or mitigate a public health emergency.

E. Social/Physical Distancing Order. During a public emergency, the Mayor may enact a social/physical distancing order. A social/physical distancing order shall include an effective date and an expiration date, which may be extended or terminated in the same manner as the imposition of the initial order. A social/physical distancing order may establish any or all of the following:
   1. Restrictions regarding the operation of gatherings or events;
   2. Restrictions on travel into, out of, and through the city;
   3. Postponement or cancelation of public meetings and hearings;
   4. A limit on the number of persons who may gather in indoor or outdoor venues;
   5. Other measures to prevent, avoid, detect, address, and/or mitigate a public emergency.

F. Quarantine Order. During a public emergency, the Mayor may enact a quarantine order. A quarantine order shall include an effective date and an expiration date, which may be extended or terminated in the same manner as the imposition of the initial order. A quarantine order may establish any or all of the following:
   1. A directive that infected and/or exposed individuals isolate themselves from other persons;
   2. Geographical or other areas of restricted or prohibited access, such as restricting access to a geographical location or area;
   3. Other measures to prevent, avoid, detect, address, and/or mitigate a public emergency.

Sec. 11-06. Process for Enacting Public Emergency Orders.

During a public emergency, the Mayor may issue emergency orders to preserve the public health, safety and welfare of the City residents (or citizens).

A. Enactment. The Mayor shall prepare a written emergency order and publish it pursuant to this section as soon as practical after signing said order.
B. Effective Date. The Public Emergency Order shall become effective immediately upon publication, except as may be specifically stated in the Emergency Order, such order shall be effective upon posting at Moscow City Hall. The order shall not be continued or renewed for a period in excess of seven (7) days except by or with consent of the Council through a Resolution.
C. Publication of Public Emergency Order. The Mayor shall cause a Public Emergency Order to be published as soon as possible and prudent under the circumstances by doing the following:
    1. Posting the order in a prominent place at Moscow City Hall;
    2. Posting the order on the City's website;
    3. E-mailing the order to all persons subscribed to City e-mail notification services;
    4. Posting the order to all City social media accounts;
    5. Providing the order to local television and radio broadcast outlets; and
    6. Notifying other government agencies, including Moscow School District, Latah County Highway District, Latah County and University of Idaho.

Sec. 11-07. Section Repealed in its Entirety.

Sec. 11-08. Suspension and Waiver of Certain City Services, Ordinances, and Policies and Procedures.

During a Public Emergency and upon issuance of a Public Emergency Order, the Mayor may suspend any or all of the following:

A. Non-essential City government services and functions, as deemed necessary given the specific nature of the emergency and in consideration of the health and safety of employees and the general public;
B. Regular meetings of City boards and commissions. In order to facilitate such suspension of meetings, the ordinance(s) providing for the regular meetings of these boards and commissions shall be temporarily suspended. Those ordinances providing the timeline for processing applications shall also be suspended.
C. Other ordinances, as may be necessary, given the specific nature of the emergency; and
D. Such internal rules, regulations and procedures as deemed necessary to protect the health and welfare of City employees and the general public.

Sec. 11-09. Force Majeure.

In the context of this chapter, a public emergency is a force majeure. No person shall be entitled to recover from the City of Moscow any costs incurred, or profits lost as may be alleged to be attributed to the enactment of a Public Emergency Order.

Sec. 11-10. Penalty.

It shall be unlawful to violate any provision or directive of a duly enacted emergency order. The violation of any provision or directive of an emergency order shall be a misdemeanor, unless a different penalty is designated by the emergency order or by Resolution of the City Council. Different penalties may include infractions or civil penalties.

Sec. 11-11. Appeal.

Any person shall be entitled to appeal an isolation order or quarantine order, or to request a modification of any provision of such order by filing a written appeal with the City Clerk. Such appeal shall be heard by City Council at their next meeting, or, if no meeting is scheduled during the term of the isolation order or quarantine order, the City Supervisor or designee shall review such appeal and issue a written decision. The City Supervisor's decision shall be final.

SECTION 2: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions. The remaining sections of Title 1, Chapter 11, shall be in full force and effect.

SECTION 3: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of the City of Moscow, Idaho, Municipal Code, the definitions contained within those portions of the Moscow Municipal Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be effective immediately upon its passage, approval, and publication. Pursuant to the emergency provisions granted under Idaho Code 50-901, where in cases of infections or contagious disease, or other impending danger requiring immediate enforcement, such as COVID-19, such ordinance shall take effect upon the proclamation of the Mayor or President of the Council, posted in at least five (5) public places of the City.

PASSED by the City Council and APPROVED by the Mayor this ___ day of January, 2021.

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

DRAFT