Administrative Committee

Regular Meeting
~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208-883-7015

Monday, **February 14, 2022**	**4:00 PM**	**Council Chambers** **206 E. Third St.**

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

REGULAR AGENDA

1. **Approval of Administrative Committee January 24, 2022 Minutes (ACTION ITEM) - Taylor Riedner**

2. **Approval of Liquor License for University of Idaho Golf Course (ACTION ITEM) - Laurie M. Hopkins**

   On December 14, 2021, the University of Idaho applied for a new liquor license including beer, wine and restaurant certification for the UI golf course. Moscow City Code Title 9, Section 7-3 requires approval of the City Council prior to the City Clerk issuing a license to sell liquor. State of Idaho and Latah County licenses have been obtained by the University.

   PROPOSED ACTIONS: Recommend approval of the alcohol license and restaurant certification for the University of Idaho golf course, or provide staff further direction.

3. **Resolution for Destruction of City Records (ACTION ITEM) - Laurie M. Hopkins**

   In December 2021, the City Council adopted Resolution 2021-27 classifying City records as temporary, semi-permanent, and permanent, each with a retention schedule. Idaho Code allows for the destruction of temporary and semi-permanent records according to the retention schedule and the adoption of a resolution listing the various types of records. City Staff from City departments have reviewed the retention schedules and its current records in order to recommend documents for destruction. The proposed Resolution is based upon the review by participating departments and the list has been reviewed by the City Attorney.

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

4. **Commission Code Updates to Include Subcommittees (ACTION ITEM) - Laurie M. Hopkins**

   City commissions play an important role in all aspects of programs, preservation, and enhancement of Moscow. Establishing subcommittees assist the commissions in carrying out the duties of their particular commission. This proposed ordinance clarifies the establishment of subcommittees for the Moscow Arts Commission, Fair and Affordable Housing Commission, Historic Preservation Commission, and the Moscow Tree Commission.

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

5. Becker Memorial at ITC Sculpture Garden (ACTION ITEM) - Megan Cherry

The public art project at the ITC Sculpture Garden, funded by a donation from the family of Andrew Becker, was open for artist submissions from July - September 2021, with an extended submission period open from October – November 2021. No artist submissions were received, and following conversations with local arts professionals, City Administration and Legal staff as well as the donor, the MAC voted during the January 11, 2022 meeting to recommend the use of the direct artist invitation option as stated in the 2021 Public Art Guidelines section III. C. 4.b. 2. The MAC recommends local artist J. Casey Doyle to create the memorial, as his service at the University of Idaho and active work in the public art field are aligned with the project's goals. Further, the MAC noted that Doyle has been integral to the development of the Sculpture Garden since its inception in 2012.

Further artist input about the project included the concern that the budget would not accommodate the material requirements set forth by the City. These material parameters stipulate the use of materials that are impervious to environmental degradation, and are meant to prolong the life of accessions into the Permanent Public Art Collection. Staff have identified available funds in the FY22 Community Public Art budget (120-200-642-25) to augment the $5000 in donor-provided funds, increasing the project budget from $5000 to $8000. The additional $3000 will not cause an overrun in this line item, as the available funding results from the annual vinyl wrap installation costs being lower than anticipated.

PROPOSED ACTIONS: Recommend approval to increase the project budget, approval of the Becker Amended Donor Agreement, Becker Memorial Design Contract, and Becker Memorial Artwork Commission to create a memorial sculpture at the ITC Sculpture Garden, or provide staff further direction.

REPORTS

Staff Report (if needed)

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.

Administrative Committee

Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday **January 24, 2022**	**4:00 PM**	**Council Chambers** **206 E. Third St.**

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

PRESENT: Anne Zabala, Sandra Kelly, Julia Parker

STAFF: Bill Belknap, Tyler Palmer, Cody Riddle, Mia Bautista, Anthony Dahlinger, Megan Cherry, Taylor Riedner

OTHERS: Mayor Art Bettge, Council Member Gina Taruscio, Paul Kimmell (PBAC)

REGULAR AGENDA

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

   Elect incoming Administrative Committee Chair and Vice Chair.

   ACTION: Approve Committee Chair and Vice Chair.

Zabala was selected as Chair and Parker was selected as Vice Chair.

2. **Approval of Administrative Committee December 13, 2021 Minutes (ACTION ITEM) - Taylor Riedner**

The minutes were approved as presented.

3. **Idaho Commission on the Arts (ICA) Arts Education Annual Project Grant Application (ACTION ITEM) - Megan Cherry**

   The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Arts Education Annual Project is a grant program that supports activities that unite education and the arts. These grant funds will sustain the MAC and Arts Department's 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 Arts Department successfully applied for funding through this grant program in 2021, and funds received in July 2021 were held back to support the program in FY22. The fourth edition of the program is currently in development, with a fifth edition slated to be produced by the end of June 2022. If received, this grant funding would represent off-setting revenue for operations in FY23. The grant request, if approved, will be for $2500, and the program requires a 1:1 match.

   PROPOSED ACTIONS: Recommend approval of the Arts Education Annual Project grant application for the current cycle, or provide staff further direction.

Cherry introduced the item as written above and mentioned the Toolboxes are free to the public. The Arts Commission has recommended fewer editions of the Toolbox but provide more boxes per edition and an additional art exhibition workshop at the end of the year. The Toolboxes are distributed in various ways, such as pick up at the Farmers Market, Entertainment in the Park, or City Hall. The Committee recommended approval and that it be placed on the Council consent agenda.

4. **Electric Scooter and Shared Mobility Program Code Amendment and License Agreement (ACTION ITEM) - Cody Riddle**

DRAFT

The City continues to see interest in the deployment of shared mobility devices (E-scooters and E-bikes). In response, Staff has prepared a draft amendment to City Code to address the use of E-bikes, E-scooters and similar devices upon the City's streets, sidewalks and pathways in anticipation of the likely increased use. Additionally, Staff has prepared a draft license agreement for shared mobility providers that would regulate their operations and standards of performance. Both the code amendment and license agreement were reviewed and previously recommended for approval by the Transportation Commission and Administrative Committee. Staff will present the previous draft, provide an update on recent communication with mobility providers, and seek the Committee's review and recommendations.

PROPOSED ACTIONS: Receive report and provide staff with further direction.

Riddle introduced the item and revisited previous meetings that the Committee discussed the program. Staff recommends updating Moscow City Code Title 11 Chapter 2 for walkways and bike paths to address applicable changes in transportation, including the addition of electric devices. The proposed Ordinance found in the packet establishes new definitions, operating standards, including speed limits, parking, storage and maintenance of the devices, and enforcement. The proposed annual license agreement includes companies providing a local contract, a reporting structure, maintenance requirements, and a fee establishment, all of which will be re-evaluated annually. Outstanding issues identified by staff include the speed of the devices, safety for pedestrians, and ongoing changes in technology definitions. A dismount or no-ride zone has been recognized for the downtown corridor to assist with the speed and safety concerns. The operator of these electric devices would be liable for negligence rather than the company. The code states an exclusion for electric devices such as wheelchairs and police vehicles. Currently, standard bicycles are not subject to a dismount zone to promote downtown access for families. The company must collect, redistribute, and maintain the devices regularly. The Committee recommended staff move forward with the proposed staff recommendations and that it be placed on the Council regular agenda.

REPORTS

Palouse Basin Aquifer Committee Community Survey Report – Paul Kimmell

Palmer reviewed the goals Palouse Basin Aquifer Committee (PBAC) and the importance of keeping the community involved. Paul Kimmel reviewed the results from the PBAC Awareness Survey, which was distributed to receive feedback on the community's understanding of the water conservation and supply issues (see the attached report).

Downtown Parking Program Update – Mia Bautista / Anthony Dahlinger

Dahlinger shared that there have been a lot of recent law changes regarding parking enforcement that have impacted the City of Moscow. Bautista explained the typical method of monitoring parking had been chalk marks on vehicle tires. Chalking next to the tire on the pavement is not an option due to easy removal and potential weather issues. Based on previous cases reviewed by the Idaho Supreme Court, chalking is now considered an invasive search and gathering of information without probable cause.

Dahlinger shared that due to these recent events, parking enforcement has enacted a temporary but inefficient solution that doubles the staff time it takes to monitor the parking. Both local universities use the same company; however, they also incorporate kiosks, license plate readers, and mobile apps. Dahlinger handed out an informational packet (see attached) regarding these options.

Costs associated with this change were not included in the FY2022 budget but will need to be considered relatively soon due to the temporary solution of the situation. This proposal will be brought back to the committee once more information is received and a quote. This system will provide greater efficiency and revenue, which goes towards downtown improvements.

Staff Report (if needed)

None needed.

ADJOURN

The meeting adjourned at 4:54pm.

DRAFT

COMMITTEE STAFF REPORT

DATE: Monday, February 14, 2022

RESPONSIBLE STAFF

Laurie Hopkins, City Clerk

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Approval of Liquor License for University of Idaho Golf Course (ACTION ITEM) - Laurie M. Hopkins

DESCRIPTION

On December 14, 2021, the University of Idaho applied for a new liquor license including beer, wine and restaurant certification for the UI golf course. Moscow City Code Title 9, Section 7-3 requires approval of the City Council prior to the City Clerk issuing a license to sell liquor. State of Idaho and Latah County licenses have been obtained by the University.

STAFF RECOMMENDATION

Recommend approval of the alcohol license and restaurant certification for the University of Idaho golf course.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the alcohol license and restaurant certification for the University of Idaho golf course, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. U of I golf course application council
2. U of I golf course site plan
3. U of I golf course state license
4. U of I golf course county license

CITY OF MOSCOW
LIQUOR LICENSE

NEW APPLICATION

LICENSE EXPIRES EVERY JANUARY 31ST

Date: Dec 14, 2021

LICENSE TYPE AND FEES

For a January application from the U of I Golf Course

Type of License	Amount	Total
☒ Liquor *(includes cost of wine)(must also have a retail beer license)* golf course fee $300.00	~~$562.50~~	~~$300.00~~ 225
☒ Beer – retail sale for off-premise consumption	$50.00	$50.00
☒ Beer – by the drink for on premise consumption	$200.00	$200.00
☒ Wine – by the drink **AND** retail sale on/off premise	$200.00	**Included**
☒ Inspection fee *(may be waived if a building permit is required for construction/remodel)*	~~$125.00~~	$0.00
☒ Restaurant Certification	$0.00	$0.00
TOTAL Invoice #34		~~$550.00~~ 475.00

BUSINESS INFORMATION

Business name (DBA) Regents of the University of Idaho c/o Cami McClure Phone # 208-885-5541

Business street address 875 Perimeter Drive MS2014 Moscow, ID 83844-2014

Business mailing address 1080 W Sixth Street Moscow, ID 83843

Type of business State Institution

Business dates of operation Jan - Dec Hours of operation 8:00 a.m. - 7:00 p.m.

Business contact person Cami McClure Phone # 208-885-5541

Business email camim@uidaho.edu

APPLICANT INFORMATION

Applicant is a ☐ Sole proprietor ☐ Partnership ☑ Corporation

If a corporation, partnership or association, also provide information on Attachment A.

Applicant Name *(print - last, first, middle)* Regents of the University of Idaho c/o Cami McClure

List any and all previous names University of Idaho

Title Asst Vice Pres Auxiliary Services Date of birth n/a

Mailing Address 875 Perimeter Drive MS2014 Moscow, ID 83844-2014

Idaho resident ☑ Yes ☐ No Length of Idaho residency 132 years

Contact email camim@uidaho.edu Phone 208-885-5541

Idaho State Tax Commission Seller's Permit Number [redacted]

Idaho Tax ID (EIN) Number [redacted]

☐ Yes ☑ No Has Applicant or anyone listed on ***Attachment A*** ever had an alcohol license suspended, denied or revoked? *(if yes, attach explanation)*;

☐ Yes ☑ No Has Applicant or anyone listed on ***Attachment A*** ever been convicted of any felony, any alcohol-related misdemeanor or facing any pending criminal charges? *(if yes, attach explanation)*;

☐ Yes ☑ No Has Applicant or anyone listed on ***Attachment A*** ever held any interest in any other business licensed for the sale of alcoholic beverages? *(if yes, attach explanation)*;

☐ Yes ☑ No Does anyone have any financial interest in the Applicant's business not previously listed on ***Attachment A***, including silent partners, private financial loans, etc.? *(if yes, list below, attach additional sheet if necessary)*;

Name _____ Phone: _____

Address _____ Ownership interest _____

LIQUOR LICENSE INFOMATION

Type of Liquor License ☐ Leased ☑ New

[redacted]

MANAGER INFORMATION ***(local manager in charge of selling alcohol)***

Manager's name Andrew Elaimy Cell Phone [redacted]

Manager's address 875 Perimeter Drive MS2380 Moscow, ID 83844-2380

Contact email aelaimy@uidaho.edu

[redacted] Date of Birth [redacted]

PROPERTY INFORMATION

Premises are ☑ owned ☐ leased/rented

Building owner name _____

Building owner address _____

Building owner contact email _____

Building owner home phone: _____ Building owner cell phone: _____

Premises are within 300 feet of a public school, church, or any other place of worship ☐ Yes ☑ No

If owned / mortgaged, include the deed.

If leased or rented, attach a copy of lease or other instrument indicating plainly thereon the clause, which constitutes owner's consent to the sale of alcohol on the premises.

PREMISES DIAGRAM / FLOOR PLAN

Attach a diagram (no architectural blue prints) showing the entire area proposed to be licensed to sell, serve, dispense or store alcoholic beverages. ***See Attachment B for details and sample drawing.*** If applying for a sidewalk café, include the café area as well. The diagram should be on paper no larger than 8.5" x 11" and include the following:

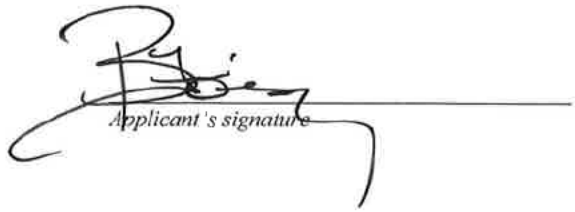
1) dimensions of the premises sought to be licensed, including the sidewalk café area if applicable;
2) location of every entrance and exit to and from the premises;
3) location of every wall and interior partition of the premises;
4) location of the bar or bars from which beer will be dispensed;
5) location of the kitchen and kitchen facilities, if any;
6) location of the area wherein food and/or meals, if any, will be served to the public;
7) location of the lavatories and washrooms;
8) seating arrangement including location of tables, chairs and stools in the areas where beer, food and meals, and each of them will be served;
9) dimensions of each such area and room within the licensed premises;
10) location and dimensions of the access to the premises from the public street(s) of the City;
11) location and dimensions of the fire lane(s), if any, adjacent to the premises;
12) location and dimensions of the parking area, if any, for patrons using the premises.

RESTAURANT CERTIFICATION

Do you have a restaurant endorsement on your Idaho State Police alcohol license? ☐ No ☑ Yes

If yes, please read the following paragraph and certify with your signature.
If no, proceed to next page.

I hereby swear (or affirm) that this application for the sale of beer for consumption on the above-stated premises, that such premises constitute and are operated as a restaurant as defined in Moscow City Code Title 9, Section 6-2, to-wit: Restaurant: any restaurant, café, hotel dining room, coffee shop, cafeteria, railroad dining car or other eating establishment having kitchen and cooking facilities for the preparation of food and where hot meals are regularly served to the public.



Applicant's signature

AFFIRMATIONS

☐ Yes ☑ No The applicant and/or anyone listed on ***Attachment A*** is the bona fide owner of the business which will be engaged in the sale of beer at retail and with respect to which such license is sought *(if no, attach explanation)*; - The University of Idaho is a body corporate and politic organized and existing under the constitution and laws of the State of Idaho.

☑ Yes ☐ No The applicant, and/or each person employed by an applicant whose duties include the serving or dispensing of beer, and/or anyone listed on ***Attachment A*** is not less than nineteen (19) years of age *(if no, attach explanation)*;

☐ Yes ☑ No The condition and location of the proposed premises to sell beer at retail conforms to all laws and regulations of the State of Idaho and to the ordinances of the County of Latah, Idaho, and the City of Moscow applicable thereto relating to public health and safety and to the zoning ordinances of the City *(if no, attach explanation)*;

☐ Yes ☑ No Is there is a stamp or permit outstanding and in force which has been issued to any person by the United States government for the premises for which license to sell beer at retail is sought which stamp or permit denotes payment of any special tax imposed by the United States government on a retail dealer in liquor or wines unless said premises are premises for which a retail license for sale of liquor by the drink issued under the provisions of Chapter 9, Title 23, Idaho Code *(if yes, attach explanation)*;

☐ Yes ☑ No Have you, the manager, employee, or anyone listed on ***Attachment A***, within three (3) years immediately preceding the date of filing the application, been convicted of the violation of any law of the State, or any other State, or of the United States, or of any ordinance of any county or of the City, regulating, governing or prohibiting the sale, manufacture, transportation or possession of alcoholic beverages, intoxicating liquors, narcotic drugs or controlled substances, or within said time, suffered the forfeiture of a bond for failure to appear in answer to charges of any such violation *(if yes, attach explanation)*;

☐ Yes ☑ No Have you, the manager, employee, or anyone listed on ***Attachment A*** within five (5) years preceding the date of filing the application, been convicted of any felony or paid any fine or completed any sentence of confinement *(if yes, attach explanation)*;

☐ Yes ☑ No Have you, the manager, employee or anyone listed on ***Attachment A*** within three (3) years immediately preceding the date of filing the application had any license provided for in Moscow City Code, or any license or permit issued to the applicant pursuant to the law or ordinance of the State, or any other state, or of the United States, or of the City, to sell, manufacture, transport or possess alcoholic beverages or intoxicating liquors revoked *(if yes, attach explanation)*.

HOLD HARMLESS

I, _____ *(applicant name)* shall indemnify and hold harmless the City of Moscow from and for any and all losses, claims, actions, judgements for damages or injury to persons and property and losses and expenses caused or incurred by _____ *(business name)*, its servants, agents, employees, guests and business invitees, and not caused by or arising out of the tortious conduct of the City of Moscow or its employees.

_____

Applicant's signature

FINAL CERTIFICATION

I have read the foregoing and understand that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person or entity, can void or alter the terms of this Agreement. By signing below, I, Brian Foisy, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct.

Applicant's Signature — *Date* 12-15-21

STATE OF Idaho)
) ss:
County of Latah)

Subscribed and sworn before me this 15 day of December, 2021

LYDIA STUCKI NOTARY PUBLIC COMM NO. 20213832 STATE OF IDAHO

Lydia Stucki

Residing at Latah Co.

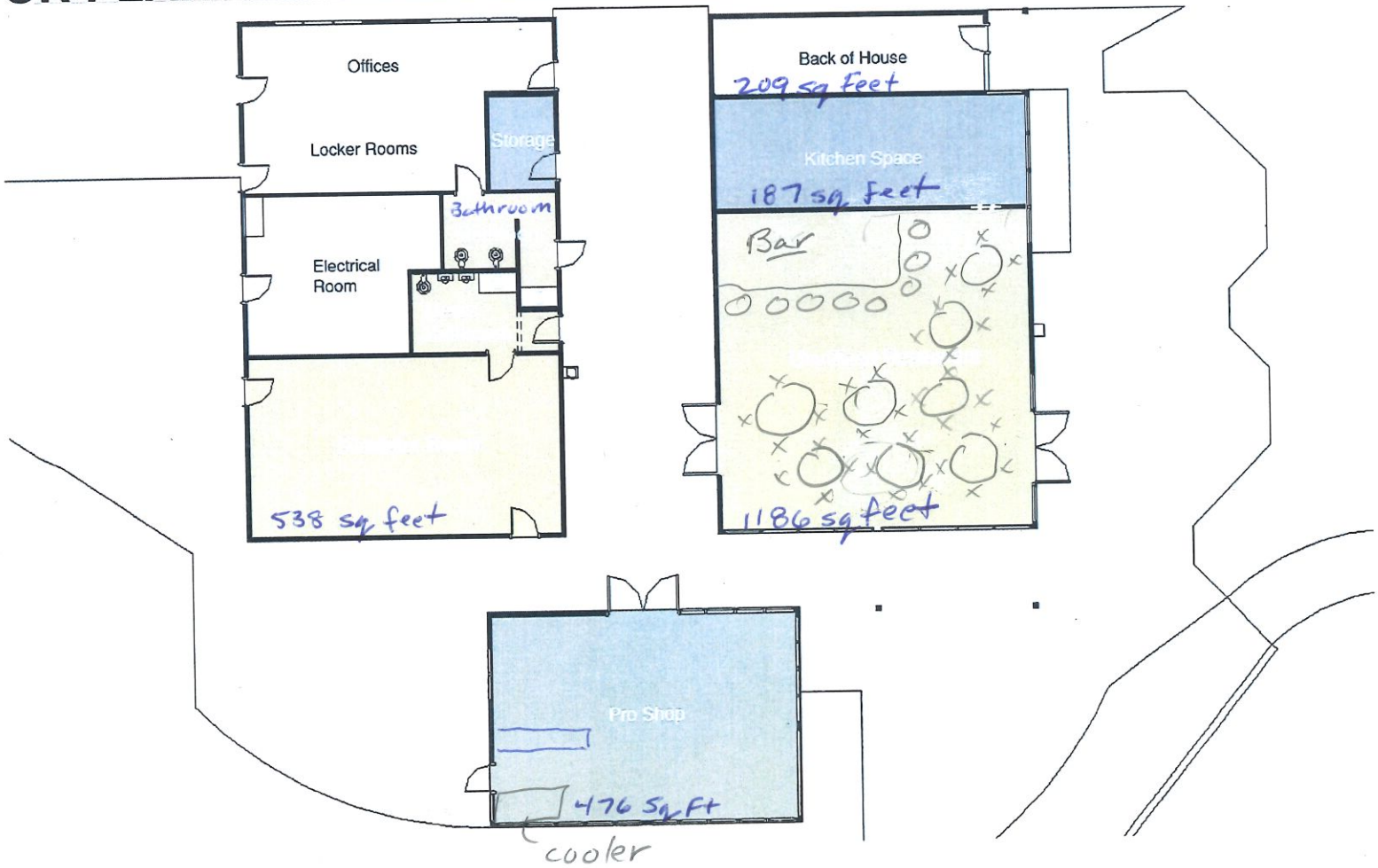
My Commission Expires: 8/6/27

Return application to City Clerk, 206 E 3rd Street, Room 304 or PO Box 9203, Moscow ID 83843

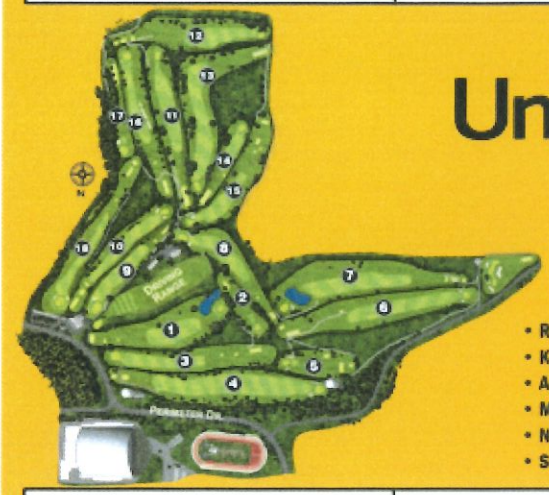
A copy of the Idaho State Police (State of Idaho) and Latah County alcohol licenses are required but can be submitted when they become available to you.

LYDIA STUCKI NOTARY PUBLIC COMM NO. 20213832 STATE OF IDAHO

SITE ANALYSIS
EXISTING FLOOR PLAN



This Space Reserved for Sponsor Artwork	*This Space Reserved for Sponsor Artwork*	*This Space Reserved for Sponsor Artwork*



University of Idaho Golf Course

USGA Rules Govern All Play

EXCEPT WHERE MODIFIED BY LOCAL RULES

- **Repair all ball marks, rake bunkers, and fill divots with sand provided.**
- **Keep carts on cart path around greens and tees, no exceptions.**
- **All yardage markers are measured to the center of the green.**
- **Maintain proper pace-of-play. Allow faster players to play through.**
- **No personal coolers or alcoholic beverages may be brought onto premises.**
- **Soft spike golf shoes only. Proper attire required.**

This Space Reserved for Sponsor Artwork	*This Space Reserved for Sponsor Artwork*	*This Space Reserved for Sponsor Artwork*

Cycle Tracking Number: 130986
ISLD ID: 8896

Idaho State Police

Premises No.: 1L-31374
Golf Course

Retail Alcohol Beverage License

License Year: 2023
License Number: 31374

Copy - For Licensing Purposes Only

This is to certify, that University of Idaho

doing business as: University of Idaho Golf Course

is licensed to sell alcoholic beverages as stated below at:
1215 Nez Perce Dr, Moscow, Latah County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	Yes	$300.00
Beer	Yes	$50.00
Wine by the bottle	Yes	$0.00
Wine by the glass	Yes	$0.00
Kegs to go	No	
Growlers	No	
Restaurant	Yes	$0.00
On-premises consumption	Yes	$0.00
Multipurpose arena	No	
Plaza	No	

TOTAL FEE: $350.00

UNIVERSITY OF IDAHO
UNIVERSITY OF IDAHO GOLF COURSE
875 PERIMETER DR MS2380

MOSCOW, ID 83844
Mailing Address

Valid
02/01/2022 - 01/31/2023

Expires
01/31/2023

Copy - For Licensing Purposes Only

COUNTY LICENSE # 2022 - 071

LATAH COUNTY
STATE OF IDAHO

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT University of Idaho

DOING BUSINESS AS UNIVERSITY OF IDAHO GOLF COURSE

1215 NEZ PERCE DRIVE
MOSCOW IDAHO 83843

IS A BUSINESS IS LICENSED TO SELL ALCOHOL BEVERAGES AS STATED BELOW, SUBJECT TO THE PROVISIONS OF TITLE 23 IDAHO CODE ANNOTATED, AND THE LAWS OF THE STATE OF IDAHO, MUNICIPAL ORDINANCES, AND THE ORDINANCES OF THE LATAH COUNTY BOARD OF COMMISSIONERS, ON FILE IN THE OFFICE OF THE CLERK OF THE BOARD AT THE LATAH COUNTY COURTHOUSE, MOSCOW, IDAHO.

DRAUGHT, BOTTLED/CANNED BEER CONSUMED ON PREMISES	$100.00
OR BOTTLED/CANNED BEER (draught excl.) CONSUMED ON PREMISES	
WINE BY THE DRINK CONSUMED ON PREMISES	INCLUDED
BEER CONSUMED OFF PREMISES	$25.00
WINE CONSUMED OFF PREMISES	INCLUDED
LIQUOR BY THE DRINK (wine included) CITY OF MOSCOW	$187.50
LIQUOR BY THE DRINK (wine included) ALL OTHER CITIES	
TOTAL FEES DUE	$312.50

SIGNATURE OF LICENSEE OR OFFICER OF CORPORATION

_____

THIS LICENSE IS TRANSFERABLE AND EXPIRES JANUARY 31, 2023

WITNESS MY HAND AND SEAL THIS 31 OF January, 2022

BOARD OF COUNTY COMMISSIONERS
LATAH COUNTY, IDAHO

Kathie Lafferty
CHAIRPERSON

Tom Lamar (via Kathie)
COMMISSIONER

ATTEST:

Jennifer Pfost
CLERK OF THE BOARD OF COMMISSIONERS

COMMISSIONER

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

LATAH COUNTY
RENEWAL ALCOHOLIC BEVERAGE LICENSE APPLICATION

To the Board of County Commissioners Latah County, Idaho:

The undersigned University of Idaho
Corporation or Applicants Name

University of Idaho Golf Course
Assumed Business Name (Doing Business As)

being either a Corporation ✓, **LLC** _____, or **Individual(s)** _____

does hereby make application for a license to sell from FEB. 1, 2022 to JAN. 31, 2023

✓	*BEER on DRAUGHT, BOTTLED and CANNED consumed ON premises*	*$ 100.00*
	OR	
___	*BEER BOTTLED and CANNED consumed ON premises*	*$ 75.00*
✓	*BEER RETAIL consumed OFF premises*	*$ 25.00*
___	*WINE by the Drink consumed ON premises OR*	*$ 100.00*
✓	*WINE by the Drink consumed ON premises with Liquor by the Drink*	*Included*
___	*WINE RETAIL consumed OFF premises OR*	*$ 100.00*
✓	*WINE RETAIL consumed OFF premises with Liquor by the Drink*	*Included*
✓	*LIQUOR by the Drink in City of Moscow (wine fees are included)*	*$ 187.50*
___	*LIQUOR by the Drink not in Moscow (wine fees are included)*	*$ 75.00*

TOTAL AMOUNT DUE $ 312.50

within Latah County located:

1215 Nez Perce Dr | Moscow | ID | 83843
Physical Street Address | **City** | **State** | **Zip**

Business mailing address: 875 Perimeter Dr MS 2380

Business phone number: 208-885-6171

Applicant's name, phone & email: Cami McClure 208-885-5541
camim@uidaho.edu

Contact person's name, phone & email, *if different from above*: _____

I am familiar with the ordinance(s) of Latah County that is applicable to alcohol beverage licenses and that in consideration of the issuance to me of the license herein above applied for, I agree to accept and abide by each and every provision of said ordinance(s).

Applicant's Signature: Cami McClure

Applicant's Printed Name: Cami McClure

To be completed by the BOARD OF COUNTY COMMISSIONERS:

Date 1/31/23

This has been examined by the Board and ordered:

REJECTED _____
FILED _____
APPROVED X

Kathie LaFontaine
CHAIRPERSON

Tom Zaymar (via Kathie)
COMMISSIONER

COMMISSIONER

Attest:

Jennifer Pupo
CLERK OF THE BOARD OF COMMISSIONERS

Idaho State Police

Cycle Tracking Number: 130986
ISLD ID: 8896

Premises Number: 1L-31374
Golf Course

Retail Alcohol Beverage License

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Liquor	Yes	$300.00
Beer	Yes	$50.00
Wine by the bottle	Yes	$0.00
Wine by the glass	Yes	$0.00
Kegs to go	No	
Growlers	No	
Restaurant	Yes	$0.00
On-premises consumption	Yes	$0.00
Multipurpose arena	No	
Plaza	No	

TOTAL FEE: $350.00

Director of Idaho State Police

Signature of Licensee, Corporate Officer, LLC Member or Partner

UNIVERSITY OF IDAHO
UNIVERSITY OF IDAHO GOLF COURSE
875 PERIMETER DR MS2380

MOSCOW, ID 83844
Mailing Address

License Valid: 02/01/2022 - 01/31/2023

***Expires:* 01/31/2023**

COMMITTEE STAFF REPORT

DATE: Monday, February 14, 2022

RESPONSIBLE STAFF

Laurie Hopkins, City Clerk

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Resolution for Destruction of City Records (ACTION ITEM) - Laurie M. Hopkins

DESCRIPTION

In December 2021, the City Council adopted Resolution 2021-27 classifying City records as temporary, semi-permanent, and permanent, each with a retention schedule. Idaho Code allows for the destruction of temporary and semi-permanent records according to the retention schedule and the adoption of a resolution listing the various types of records. City Staff from City departments have reviewed the retention schedules and its current records in order to recommend documents for destruction. The proposed Resolution is based upon the review by participating departments and the list has been reviewed by the City Attorney.

STAFF RECOMMENDATION

Recommend approval of the resolution.

PROPOSED ACTIONS

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

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Proposed resolution for destruction of records
2. Resolution 2021-27 Classification and Retention of Public Records

RESOLUTION NO. 2022 – ___

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE CLASSIFICATION AND DESTRUCTION OF CERTAIN TEMPORARY AND SEMI-PERMANENT PUBLIC RECORDS PURSUANT TO IDAHO CODE § 50-907 AND MOSCOW RESOLUTION 2021-27; PROVIDING THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the Idaho Code allows for the classification and retention of certain records as "permanent", "semi-permanent" and "temporary"; and

WHEREAS, "temporary" records are those which need to be retained for not less than two (2) years and are so classified by the Council; and

WHEREAS, "semi-permanent" records are those which must be retained for a period of not less than five (5) years after the date of issuance or completion of the matter contained within the record; and

WHEREAS, Idaho Code § 50-907 allows for the City Council to order the destruction of those records which are not considered historical; and

WHEREAS, the records listed herein are only those records which are considered to be "temporary" or "semi-permanent" records pursuant to the Idaho Code and Resolution 2021-27; and

WHEREAS, such temporary or semi-permanent records have been classified as such by the Council hereinbelow; and

WHEREAS, Council has determined that such records have no intrinsic, historical or other value which would preclude their destruction, and upon advice of the City Attorney;

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

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

Section 2: That the following records be classified as temporary and that their destruction is hereby ordered:

Department:	**Date of Records:**
Administration	
Public Record Requests	Through 2019
Alcohol Catering Permits	Through 2019
General administrative working files	Through 2019

Community Development and Grants	
Public Record Requests	Through 2019
Residential Building Plans (for those that received final inspection and approval)	Through 2019
Engineering	
Right of Way Permit Records	Through 2018
Temporary Access/Construction Easement Records	Through 2018
Police	
Pawn Report Records	Through 2019
Cash Receipts	Through 2019
Parking Contest Letters	Through 2019
Parking Tickets Paid	Through 2019
Fingerprint Info Cards	Through 2019
Public Works and Services	
Street Department Fill & Leaf Records	Through 2018
Public Works Delivery Tickets	Through 2018
Public Works Maintenance Requests/Complaint Records	Through 2018
Crosswalk Records	Through 2018
Street Banner Records	Through 2018
Street Light Inventory, Maintenance & Repair Records	Through 2017
Street Light Request & Survey Records	Through 2018
Truck Route Records	Through 2018
Strip & Circle Chart Records	Through 2017
Backflow Prevention Device/Assembly Test Records	Through 2017

Section 3: That all duplicate, temporary records, as such are classified in this Resolution, made on or prior to December 31, 2019 are hereby ordered to be destroyed.

Section 4: That the following records be classified as semi-permanent records and that their destruction is hereby ordered:

Department:	**Date of Records:**
Administration	
Inactive Business Licenses (taxi, vendor, solicitor, alcohol, sidewalk café, pawn, daycare)	Through 2016
Liability Claim records (including property damage records)	Through 2011
Engineering	
Engineering Project Technical Records	Through 2010
Right of Way Permit Records	Through 2010
Survey Field Records	Through 2010
Finance	
Utility Billing Credits, Adjustments, Cash Receipts and Billing Records	Through FY2016

Utility Billing Shut-off Documentation and Water Meter Receipts	Through FY2016
Accounts Payable Documentation and Related Reports	Through FY2016
Budget Preparation Documentation	Through FY2016
Completed Bond Records (excluding ordinance and legal notice)	Through FY2016
Cancelled Checks	Through FY2016
Check Stubs	Through FY2016
Bank Statements	Through FY2016
Investment Statements	Through FY2016
Employee Time Records	Through FY2016
Journal Entries	Through FY2016
Wage and Tax Statements and W-2's	Through FY2016
Payroll Deduction and Month-end Payroll Records	Through FY2016
Completed Collection Records	Through FY2016
Accounts Receivables Invoices and Cash Receipts	Through FY2016

Legal

Closed Misdemeanor and Infraction Files	Through 2011

Police

Misdemeanor Citations	Through 2016
Infraction Citations	Through 2016
Auction Records	Through 2016
Parking Write Off Tickets	Through 2016
Snow and Weed Waivers	Through 2016
Staff Meeting Minutes	Through 2016
Noise Exception Permits	Through 2016

Public Works and Services

Public Works Activity Reports	Through 2015
Equipment Maintenance & Repair Records	Through 2018
Facilities & Grounds Maintenance & Repair Records	Through 2015
Utility Installation & Connection Records	Through 2018
Utility Meter Installation, Location, Maintenance, & Repair Records	Through 2018
Bridge & Culvert Maintenance & Repair Records (digital records maintained)	Through 2015
Street & Road Condition Inventory	Through 2015
Street Maintenance & Repair Records	Through 2015
Street Surface Maintenance Records	Through 2015
Traffic Control Equipment Inventory, Maintenance, Repair Records	Through 2015
Mobile Waste Hauler Dumping Records	Through 2015
Sanitary Equipment Maintenance & Calibration Records	Through 2015
Sewage Sludge Application Landowner Agreements	Through 2014
Sewer & Storm Drainage Maintenance & Repair Records	Through 2015
Sewer Television Inspection Records	Through 2010

Sewer Smoke Test Records	Through 2010
Valve Maintenance Records	Through 2015
Wastewater Grant & Loan Records	Through 2017
Wastewater Treatment Operations Records	Through 2015
Cross-Connection Control Survey Records	Through 2010
Drinking Water Utility Consumer Confidence Reports	Through 2015
Water Equipment Maintenance & Calibration Records	Through 2018
Fluoride Analysis Records	Through 2015
Hydrant Records	Through 2015
Lead & Copper Control Records	Through 2008
Sanitary Survey (Public Drinking Water System) Records	Through 2010
Secondary Contaminant Reports	Through 2010
Valve Maintenance Records	Through 2015
Water Bacteriological Quality Analysis Report	Through 2015
Water Chemical & Radiological Analysis Reports	Through 2010
Water Line Maintenance & Repair Records	Through 2015
Water Treatment Operations Records	Through 2015
Water Quality Turbidity Reports	Through 2010

Section 5: That all duplicate, semi-permanent records as such are classified in this Resolution made on or prior to December 31, 2018 are hereby ordered to be destroyed.

Section 6: That this Resolution shall become effective as of the date of its passage.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Anne Zabala	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this _____ day of January, 2022.

DRAFT

_____
Art Bettge, Mayor

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

_____
Laurie M. Hopkins, City Clerk

DRAFT

RESOLUTION NO. 2021 – 27

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE CLASSIFICATION AND RETENTION OF CERTAIN PUBLIC RECORDS PURSUANT TO IDAHO CODE; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Idaho Code § 50-907 allows for the classification, retention, preservation and destruction of certain municipal records as "permanent", "semipermanent" and "temporary"; and

WHEREAS, Idaho Code requires the City Council adopt by Resolution a records retention schedule listing the various types of City records and the retention period for each type of record; and

WHEREAS, the City Council did adopt Resolution No. 2008-12 on August 4, 2008 providing for the classification and retention of certain public records pursuant to Idaho Code; and

WHEREAS, the City desires to provide an updated resolution providing for the classification and retention of certain public records pursuant to Idaho Code;

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

I. Permanent Records
   A. The following records are classified as permanent records:
      1. Adopted meeting minutes of the city council and city boards and commissions;
      2. Ordinances and resolutions;
      3. Building plans and specifications for commercial projects and government buildings;
      4. Fiscal year-end financial reports;
      5. Records affecting the title to real property or liens thereon, including recorded documents;
      6. Poll books, excluding optional duplicate poll books used to record that the elector has voted, tally books, sample ballots, campaign finance reports, declarations of candidacy, declarations of intent, notices of election, and records of voting results by precinct;
      7. Affirmative Action records;
      8. Affidavits of Publications;
      9. LID's (Local Improvement District);
      10. Oaths of Offices;
      11. Final reports of city-wide surveys;
      12. Land use and floodplain development records; and
      13. Water Reclamation and Reuse treatment records.
   B. Retention Schedule
      1. Permanent records shall be retained by the City in perpetuity or may be transferred to the Idaho State Historical Society's permanent records repository upon Resolution of the City Council authorizing such transfer.

2. Pursuant to I.C. § 50-907(7)(a), permanent records shall not be destroyed, except for paper originals of permanent records retained in a non-paper medium as provided in I.C. § 50-907(6)(e).

II. Semipermanent Records

A. The following records are classified as semipermanent records:

1. Claims, canceled checks, warrants, duplicate warrants, purchase orders, vouchers, duplicate receipts, utility and other financial records;
2. Building applications for commercial projects and government buildings;
3. License applications and issued licenses;
4. Departmental reports;
5. Bonds and coupons;
6. Executed contracts;
7. City Council and commission agenda and packets;
8. Policies and procedures;
9. Recruitment and employee personnel records;
10. Grant records;
11. Fire inspection, investigation and incident records;
12. Police investigation and incident records (Infraction/City Code/Misdemeanor-related require 5-year retention; Felony related may require 10 years up to permanent retention depending on the nature of the alleged crime);
13. Chemical/pesticide application records;
14. Playground inspections; and
15. Public Works and Services regulatory documents.

B. Retention Schedule

1. Semipermanent records shall be kept for not less than five (5) years after the date of issuance, expiration, separation or completion of the matter contained within such semipermanent record. Per federal regulations and/or at the discretion of the City Clerk, some semipermanent records may be kept for longer periods of time.

2. Semipermanent records may only be destroyed by Resolution of the City Council and upon the advice of the City Attorney. Such disposition shall be under the direction and supervision of the City Clerk. The Resolution ordering destruction of semipermanent records shall list in detail such semipermanent records to be destroyed.

3. Prior to destruction of semipermanent records, the City Clerk shall provide written notice, including a detailed list of the semipermanent records proposed for destruction, to the Idaho State Historical Society thirty (30) days prior to the destruction of any records.

III. Temporary Records

A. The following records are classified as temporary records:

1. Building applications, plans, and specifications for noncommercial and non-government projects after the structure or project receives final inspection and approval;
2. Cash receipts subject to audit;
3. Election ballots and duplicate poll books;
4. The most current draft of an unexecuted contract until such contract is executed;
5. Records which are normally believed to be the subject of litigation discovery and determined to be so after consultation with the City Attorney;
6. Public record requests;
7. Invitations to Bid and submittals;

8. Public Hearing Notices, Press Releases and City Social Media Posts;
9. Electronic mail and written correspondence;
10. Commission and board applications;
11. Auction and surplus requests and approvals;
12. Individual citizen/commission survey forms;
13. Right-of-way permits; and
14. Parks & Recreation sign-in sheets.

B. Retention Schedule

1. Temporary records shall be retained for not less than two (2) years, but in no event shall financial records be destroyed until completion of the City's financial audit as provided in Idaho Code § 67-450B related to such financial records and in no event shall records related to litigation be destroyed until completion of litigation. At the discretion of the City Clerk, some temporary records may be kept for longer periods of time.

2. Temporary records may only be destroyed by Resolution of the City Council and upon the advice of the City Attorney. Such disposition shall be under the direction and supervision of the City Clerk. The Resolution ordering destruction of temporary records shall list in detail such temporary records to be destroyed.

3. Prior to destruction of temporary records, the City Clerk shall provide written notice, including a detailed list of the temporary records proposed for destruction, to the Idaho State Historical Society thirty (30) days prior to the destruction of any records.

IV. Historical Records

A. Pursuant to I.C. § 50-907(4), historical records shall consist of records which, due to age or cultural significance, are themselves artifacts of historical value. Historical records have enduring value based on the administrative, legal, fiscal, evidential or historical information they contain.

B. Retention Schedule

Historical records shall be retained by the City in perpetuity or may be transferred to the Idaho State Historical Society's permanent records repository pursuant to subsection 8. And 9. of I.C.§ 67-4126, upon Resolution by City Council.

V. Transitory Items

A. The following items are considered transitory:

1. Drafts of all permanent, semipermanent and temporary records;
2. Unapproved minutes;
3. "post-it" notes and all other work product;
4. Duplicates of all permanent, semipermanent and temporary records;
5. Phone call and message slips;
6. Voicemail and desk phone call history;
7. To-do lists;
8. Text messages;
9. Email and all other communications unrelated to City business;
10. Calendars; and
11. All other material which to a reasonable person would not be considered to have historical, legal, fiscal, administrative or other value, do not fit within the classification of permanent, semipermanent or temporary records and are not the subject of litigation discovery.

B. Transitory Items are not required to be retained and may be destroyed at any time the holder of the transitory record deems appropriate.

VI. Method of Retention.

Pursuant to I.C. § 50-907(6), the City may reproduce, retain and manage records in a photographic, digital or other non-paper medium. The medium in which a document is retained shall accurately reproduce the record in paper form during the period for which the document must be retained and shall preclude unauthorized alteration of the document.

SEVERABILITY. Provisions of this Resolution shall be deemed severable and the invalidity of any provision of this Resolution shall not affect the validity of the remaining provisions.

EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this 20th day of December, 2021.

Bill Lambert, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on December 20, 2021 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

COMMITTEE STAFF REPORT

DATE: Monday, February 14, 2022

RESPONSIBLE STAFF

Laurie Hopkins, City Clerk

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Commission Code Updates to Include Subcommittees (ACTION ITEM) - Laurie M. Hopkins

DESCRIPTION

City commissions play an important role in all aspects of programs, preservation, and enhancement of Moscow. Establishing subcommittees assist the commissions in carrying out the duties of their particular commission. This proposed ordinance clarifies the establishment of subcommittees for the Moscow Arts Commission, Fair and Affordable Housing Commission, Historic Preservation Commission, and the Moscow Tree Commission.

STAFF RECOMMENDATION

Recommend approval of the ordinance.

PROPOSED ACTIONS

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

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ordinance 2022- Amending T3C3 T3C4 T3C6 T3C10 and T3C13_final

ORDINANCE NO. 2022 –

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF THE FOLLOWING CHAPTERS OF TITLE 3 – COMMISSIONS & BOARDS: CHAPTER 3 PARKS AND RECREATION COMMISSION, CHAPTER 4 ARTS COMMISSION, CHAPTER 6 FAIR AND AFFORDABLE HOUSING COMMISSION, CHAPTER 10 HISTORIC PRESERVATION COMMISSION, AND CHAPTER 13 MOSCOW TREE COMMISSION; PROVIDING FOR THE ALLOWANCE FOR SUBCOMMITTEES AND/OR ADVISORY COMMITTEES; PROVIDING THAT ALL OTHER CHAPTERS OF TITLE 3 SHALL BE IN EFFECT; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Parks and Recreation Commission gives valuable input to staff and the Council regarding the planning and maintaining of parks and other recreational areas and opportunities within the City; and

WHEREAS, the Arts Commission encourages and aids programs for the cultural enrichment of the Moscow community and surrounding community; and

WHEREAS, the Fair and Affordable Housing Commission provides valuable input to staff and Council regarding furthering fair housing practices and affordable housing practices; and

WHEREAS, the Historic Preservation Commission provides valuable input to staff and Council regarding promoting the educational, cultural, economic, and general welfare of the public of the City through the preservation and protection of buildings, sites, monuments, structures, and areas of historic importance or interest within the City; and

WHEREAS, the Moscow Tree Commission provides valuable input to staff and Council regarding the preservation, protection and management of the community forest of the City; and

WHEREAS, certain Commissions appear to be appropriate for the inclusion of the Commission's ability to establish subcommittees and/or advisory committees to advise and assist the Commission in carrying out its duties; and

WHEREAS, Council determines it is in the best interest of the City and to assist the Commision's in carrying out their duties, to allow for the inclusion of subcommittees and/or advisory committees for the Parks and Recreation Commision, Arts Commission, Fair and Affordable Housing Commission, the Historic Preservation Commission, and the Moscow Tree Commission;

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

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

SECTION 2: That Moscow City Code Title 3, Chapter 3 be amended as follows:

. . .

Sec. 3-2. Organization.

The members of the Commission shall meet and organize by electing one of their members chairperson and such other officers as may be necessary, every year, on the first regularly scheduled meeting after January 1. The Commission shall have the power to adopt by-laws, rules and regulations for the proper conduct of the Parks and Recreation Commission. Said by-laws, rules and regulations are subject to the approval by the Mayor and Council. Robert's Rules of Order shall prevail at all regular scheduled meetings. The Commission may establish subcommittees and/or advisory committees to advise and assist it in carrying out duties of the Commission.

. . .

SECTION 3: That Moscow City Code Title 3, Chapter 4 be amended as follows:

ARTS COMMISSION

Sec. 4-1: Commission Established
Sec. 4-2: Organization
Sec. 4-3: Purpose and Duties
Sec. 4-4: Reports

. . .

Sec. 4-2. Organization.

The members of the Commission shall meet and organize by electing one of their members chairperson and such other officers as may be necessary, every one year, on the first regularly scheduled meeting after January 1. The Commission shall adopt rules and regulations for the proper conduct of the Arts Commission. Said rules and regulations are subject to the approval by the Mayor and Council. Robert's Rules of Order shall prevail at all regularly scheduled meetings. Arts Commission members shall each serve on no more than one (1) of four (4) standing subcommittees, assignments to which will be created following the election of officers during the January meeting. The Commission may establish subcommittees, selection panels and/or advisory committees to advise and assist it in carrying out duties of the Commission.

Sec. 4-3. Purpose and Duties.

The purpose of the Arts Commission is to enrich the community by celebrating and cultivating the expression of all forms of art and culture. Fulfillment of this purpose shall be based upon the

following values: recognition and promotion of artists' value by creating opportunities for work to be experienced; facilitation and promotion of the social, educational, and economic value of all forms of art and culture in the community; performance of leadership, collaboration, and outreach in the conversation between all forms of art and culture with partner agencies, city leaders, and the community.

~~The Arts Commission shall represent the City's interest in art matters;~~Arts Commission members shall provide advice, information, and recommendations to the Mayor and City Council, via the Arts Program Manager on City Arts programming and policies; ~~act as a spokesperson for art matters in the City and keep the Mayor and Council informed on all such matters; coordinate~~provide outreach to arts organizations and connectivity between arts activities in the City; provide information and assistance for arts organizations, artists and anyone interested in cultural advancement of the community; ~~develop~~support cooperation between existing organizations in the City with schools and regional, State and national art organizations; ~~search for~~recommend to the City of Moscow Arts Program Manager relevant sources of private, local, State and Federal funds and grants available to promote the arts in the City and surrounding communities; offer advice and assistance in aesthetic matters of the City regarding community planning or in any other artistic activities as may be referred to it by the City; and encourage and aid programs for the cultural enrichment of the Moscow and surrounding communities.

. . .

SECTION 4: That Moscow City Code Title 3, Chapter 6 be amended as follows:

. . .

Sec 6-2. Powers and Duties.

A. The Commission shall adopt internal procedures not inconsistent with the provisions of this or any other ordinances of the City. These rules shall provide for notification of Commission members by the chairperson in advance of meetings.
B. Meetings of the Commission shall be held at least once annually at the call of the chairperson and at such other times as the Commission may determine. A quorum of a majority of the appointed members shall be necessary before the Commission may transact business.
C. The Commission may suggest to Council various ways in which the City may further fair housing practices and affordable housing practices.
D. The Commission may suggest ways to inform public housing industry providers, real estate owners, developers, building contractors, and housing advocates of their respective responsibilities and rights under the federal housing law and related amendments, and any applicable state or local laws or ordinances.
E. The Commission shall review, on at least an annual basis, the City Code Analysis and Impediments to Fair Housing and Action Plan and shall make recommendations to the Mayor, the Council and the City's Fair Housing Resource Representative for amendments or changes to such Plan as it deems necessary.
F. The Commission shall review, on at least an annual basis, the City's efforts to promote affordable housing and shall make recommendations to the Mayor, the Council, and the City's Fair Housing Resource Representative to promote affordable housing practices.
G. The Commission shall consult with the City's Fair Housing Resource Representative on fair housingplanning objectives, communications, and shall assist the Council and the City's Fair

Housing Resource Representative in coordination and execution of the City's Fair Housing Action Plan, where appropriate.

H. The Commission shall keep abreast of Federal and State law affecting fair housing and make recommendations to the Mayor and Council of necessary changes in the Moscow Fair and Affordable Housing Ordinance to keep the ordinance in conformity with Federal and State law.

I. The Commission is authorized to recommend acceptance of Federal, State, or other assistance in formulating or carrying out programs to prevent or eliminate discriminatory housing practices, and to cooperate with Federal, State and local agencies in carrying out such programs.

J. The Commission may establish subcommittes and/or advisory committes to advise and assist it in carrying out duties of the Commission.

(Ord. 99-04, 2/16/99; Ord. 2000-21, 9/18/2000)

. . .

SECTION 5: That Moscow City Code Title 3, Chapter 10 be amended as follows:

. . .

Sec. 10-4. Powers and Duties.

The Commission shall be advisory to the Council and shall be authorized to:

A. Make recommendations to the Council regarding ordinances pertaining to historic preservation;

B. Conduct a survey of local historic properties, landmarks, and sites;

C. Recommend the acquisition of interests in historic properties, including adjacent or associated lands, by purchase, bequest, donation, or lease;

D. Recommend methods and procedures necessary to preserve, restore, maintain, and operate historic properties under the ownership or control of the City;

E. Recommend the lease, sale, other transfer or disposition of historic properties subject to rights of public access and upon such terms and conditions as will ensure the preservation of the property;

F. Cooperate with the federal, state, and other local governments in the pursuance of objectives of historic preservation;

G. Recommend contracting with the state or federal government, or any agency of either, or with any person, firm, cooperation, or organization to accomplish the purposes of this Chapter;

H. Participate in the conduct of land use, urban renewal, and other planning processes undertaken by Latah or Whitman County, the City, the state, or the federal government, and the agencies of those entities;

I. Provide information for the purposes of historic preservation to the City;

J. Promote and assist other agencies or groups in conducting an educational and interpretive program on historic preservation and historic properties in the City;

K. Enter, solely in performance of its official duties and only at reasonable times, upon private lands for the examination or survey thereof; however, no member, employee, or agent of the commission may enter any private property building or structure without the consent of the owner or occupier thereof.

L. The Commission may establish subcommittees and/or advisory committees to advise and assist it in carrying out duties of the Commission.

. . .

SECTION 6: That Moscow City Code Title 3, Chapter 13 be amended as follows:

. . .

Sec. 13-4. Duties.

A. The Moscow Tree Commission shall be advisory in nature with the purpose of providing advice to the Mayor and the Council as to the preservation, protection and management of the community forest of the City, in accordance with the intents and purposes of this Chapter.
B. The Moscow Tree Commission will report its findings and recommendations to the Mayor and Council as requested by the Mayor and the Council, or as is appropriate.
C. The Moscow Tree Commission shall hear appeals from license and/or certification applicants who are aggrieved of some action or omission taking place pursuant to the license/certification procedures of the Community Forestry Ordinance.
D. The Moscow Tree Commission shall hear appeals from controllers and/or licensees who are aggrieved by the granting or denial of a permit required by this Code.
E. The Moscow Tree Commission will help develop and implement educational and other programs addressing community forestry issues.
F. The Commission may establish subcommittees and/or advisory committees to advise and assist it in carrying out duties of the Commission.

(Ord. 2006-02, 02/06/06; 2007-16, 12/03/2007)

. . .

SECTION 7: 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 which can be given effect without the invalid provision. The remaining sections of Title 3 shall be in full force and effect.

SECTION 8: 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 9: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Anne Zabala	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this _____ day of January, 2022.

_____
Art Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____, 2022.

_____
Laurie M. Hopkins, City Clerk

DRAFT

COMMITTEE STAFF REPORT

DATE: Monday, February 14, 2022

RESPONSIBLE STAFF

Megan Cherry, Arts Program Manager

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Becker Memorial at ITC Sculpture Garden (ACTION ITEM) - Megan Cherry

DESCRIPTION

The public art project at the ITC Sculpture Garden, funded by a donation from the family of Andrew Becker, was open for artist submissions from July - September 2021, with an extended submission period open from October – November 2021. No artist submissions were received, and following conversations with local arts professionals, City Administration and Legal staff as well as the donor, the MAC voted during the January 11, 2022 meeting to recommend the use of the direct artist invitation option as stated in the 2021 Public Art Guidelines section III. C. 4.b. 2. (excerpt below) The MAC recommends local artist J. Casey Doyle to create the memorial, as his service at the University of Idaho and active work in the public art field are aligned with the project's goals. Further, the MAC noted that Doyle has been integral to the development of the Sculpture Garden since its inception in 2012.

Further artist input about the project included the concern that the budget would not accommodate the material requirements set forth by the City. These material parameters stipulate the use of materials that are impervious to environmental degradation, and are meant to prolong the life of accessions into the Permanent Public Art Collection. Staff have identified available funds in the FY22 Community Public Art budget (120-200-642-25) to augment the $5000 in donor-provided funds, increasing the project budget from $5000 to $8000. The additional $3000 will not cause an overrun in this line item, as the available funding results from the annual vinyl wrap installation costs being lower than anticipated.

This revised project scope requires an amended project donor agreement, development of a Design Contract, and Artwork Commission Agreement.

2021 Public Art Guidelines section III. C. 4.b. 2 states the following:

Once a Public Art location has been identified, the Arts Program Manager shall coordinate the following process:a. Develop the project description, site details, and identify suitable art forms and media (considering goals and sites already determined by the participating department and the MAC, when applicable).
b. Determine a method for selecting an artist, which may include:
(1) Open competition (RFP or RFQ) in which artists apply according to the requirements and limitations established by the Selection Panel, MAC, or City;
(2) Invitation of one (1) or more artists to submit proposals;
(3) Direct purchase of a completed work of art that is selected from submitted applications or other methods deemed appropriate for the project; or
(4) Alternate process designed to meet the City's objective for the project.

STAFF RECOMMENDATION

Recommend approval to increase the project budget, approval of the Becker Amended Donor Agreement, Becker Memorial Design Contract, and Becker Memorial Artwork Commission to create a memorial sculpture at the ITC Sculpture Garden.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval to increase the project budget, approval of the Becker Amended Donor Agreement, Becker Memorial Design Contract, and Becker Memorial Artwork Commission to create a memorial sculpture at the ITC Sculpture Garden, or provide staff further direction.

FISCAL IMPACT

Staff have identified available funds in the FY22 Community Public Art budget (120-200-642-25) to augment the $5000 in donor-provided funds, increasing the project budget from $5000 to $8000. The additional $3000 will not cause an overrun in this line item, as the available funding results from the annual vinyl wrap installation costs being lower than anticipated.

PERSONNEL IMPACT

No personnel impact is anticipated as a result of this adjustment to the project.

ATTACHMENTS

1. 2022_Becker Memorial_RFP #2
2. 2022_Becker Memorial_Amended Donor Agreement_final
3. 2022_Becker Memorial_Design Contract_final
4. 2022_Becker Memorial_Artwork Commission_final

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Project Description

The City of Moscow and the Moscow Arts Commission invite proposals for a permanent sculptural installation at the Intermodal Transit Center Sculpture Garden. This artwork will be a memorial to Andrew Thatcher Becker, a longtime Moscow resident whose advocacy for people with disabilities greatly impacted the community. Accessibility, communication, compassion, understanding, and courage were watchwords for Becker, whose spirit of inclusion infused all of his work in Moscow. After studying political science at the University of Idaho, Becker pursued activism in many forms, including teaching as well as advocacy for human rights and the rights of people with disabilities. Becker shared energy with his community at Milestone Decisions and in service to the Moscow Human Rights Task Force, City of Moscow Human Rights Commission, and the Mobility Task Force.

Artists are invited to propose an artwork that expresses Andrew Becker's core beliefs in the dignity of all people, the equity of accessible communities, and the value of pathways both literal and figurative: smooth sidewalks to travel or communications that connect people to one another. The Intermodal Transit Center, with its proximity to the Paradise Path and its focus on multi-modal access, is the perfect place to celebrate Becker's life and spirit.

Budget

The total amount of funding available for the piece is not to exceed $8,000. Included in this budget are the artist's fee, travel, fabrication, engineering, materials, installation, documentation, and all other costs accrued by the artist specific to this project. This project was made possible by a gift from the family of Andrew Becker.

Eligibility

Artists from Idaho, Washington, Oregon, Montana, Wyoming, and Utah are eligible to apply for this project. Artists are eligible regardless of race, color, religion, national origin, gender, age, marital or familial status, physical or mental disability, sexual orientation, and gender expression or identity. Artist teams are eligible to apply, including teams of artists from multiple disciplines.

Structural materials eligible for this project include those proven to be impervious to environmental degradation (e.g. bronze, aluminum, weathering or stainless steel) Coatings must be designed for exposure to year-round exterior conditions, and require only light maintenance (e.g. professionally-applied auto enamel, powder coating, or water tower paint). Any existing artwork or proposed design made from mild steel, wood, ceramic, or other material with the potential to degrade in the outdoor environment will not be considered. This site cannot accommodate kinetic sculptural works or those that require power or water.

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Submission Requirements

1. Photographs and/or maquettes of two (2) design options
2. Dimensions of proposed designs or existing artworks
3. Materials List (include a detailed list of all structural materials, finishes, and fasteners)
4. Plan for attachment of sculpture to weathering steel plate on the top of the plinth
5. List of anticipated annual maintenance and long term conservation needs

Design Presentation and Approval

1. The City of Moscow Arts Program Manager will schedule time for the artist to present designs to the donor, who will have the opportunity to present questions and recommendations.
2. The Arts Program Manager will present the donor recommendation to the Moscow Arts Commission (MAC) during a regular meeting.
3. Upon a majority vote by MAC members to recommend a design, the Arts Program Manager will present the design to City Council for final approval.
4. The City reserves the option of making no recommendation from submitted designs and may require other methods of selection, if no proposal is accepted.
5. Following approval by City Council, the artist will complete a commission agreement with the City with an installation date set for no later than October 20, 2022.

About Moscow, ID

Moscow is settled on the rolling hills of the Palouse, a rich landscape long inhabited by the Nimiipuu (Nez Perce) people indigenous to the region. Nez Perce culture remains an important presence on the Palouse, both on tribal lands and in relationship with public and private entities around the region. The Nimiipuu tribe's educational and cultural outreach includes partnerships with the University of Idaho and displays of tribal artifacts at the City of Moscow's Third Street Gallery and the Clearwater River Casino's Cultural Walk.

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Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

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A balance of educational, industrial, recreational, and agricultural endeavors defines the region, so the City of Moscow Arts Department works to meet multifaceted needs. The public art program aims to reflect the diversity of Moscow by fostering the relationship between different cultural forces in the community. Whether part of the University, business community, or the agricultural tradition, the City of Moscow Arts Department partners value the arts as a way to drive economic development and civic identity.

The City of Moscow Arts Department's mission is to enrich the community by celebrating and cultivating the expressions of all art forms and culture. It has fostered artistic excellence and public access to the arts in the city for many years. The program's focus areas are fourfold: curation of community exhibition space at the Third Street Gallery inside City Hall, arts events and programming, arts and culture education, and a comprehensive public art program.

Guided by a Public Art Master Plan adopted in 2015, the public art collection is ever-expanding, with artistic direction crafted in collaboration between city staff and the Moscow Arts Commission, a passionate group of volunteer arts advocates. The collection is comprised of both temporary and permanent features, each of which are pictured on the City of Moscow website. Temporary artworks include vinyl-wrapped utility boxes and bus shelters as well as a sculpture garden featuring artworks on loan to the City. Artworks in the permanent collection range from mosaic murals and sculptures-in-the-round to framed pieces in the Portable Collection. Each new piece in the permanent collection joins others by celebrated regional artists including Harold Balazs, David Govedare, Miles Pepper, Robert Horner, Melissa Cole, Jennifer Corio and Dave Frei. Moscow is a community rich with diversity of thought, inhabited by minds open to possibility and creative interpretation. As such, the public art program not only celebrates the artist as a professional and valued business partner, but also welcomes a broad range of appearances, media, and art-making processes into its collection.

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Site Details

The Intermodal Transit Center (ITC) Sculpture Garden was created by the City of Moscow Arts Department in 2012, and it provides art viewing opportunities for the public as well as exhibition space for emerging regional artists. Each year, four new sculptures are chosen for display at the Sculpture Garden. These works are viewed by travelers utilizing the many modes of transportation supported by the ITC.

The Intermodal Transit Center (ITC) resulted from a $1.5 million Transportation Investment Generating Economic Recovery (TIGER II) grant from the U.S. Department of Transportation. The facility is designed to feature exterior covered structures with a foot passenger loading zone and secure parking for buses and bicycles. The ITC links services provided by the local transit provider, the University of Idaho's Vandal Shuttle, and intercity bus service provided by Northwestern Trailways and Wheatland Express. The facility also provides access for taxis, vanpools and carpools, and expands pedestrian and bicyclist accessibility with access to Paradise Path. The components of the ITC have been designed to provide a seamless, one-stop concept for community transportation.

Plinth Dimensions

Basalt Column

The plinth is an irregular pentagon approximately 29" h x 26" on its longest side.

Weathering Steel Plate

A full-size template of the steel plate will be available to the selected artist.

AMENDED MONETARY DONATION FOR ART MEMORIAL
AGREEMENT BETWEEN CITY OF MOSCOW, IDAHO
and MELISSA HONSINGER

THIS AMENDED MONETARY DONATION FOR ART MEMORIAL AGREEMENT BETWEEN CITY OF MOSCOW, IDAHO and MELISSA HONSINGER (hereinafter "Amended Agreement") is made between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Melissa Honsinger, 5045 North Mountain View Drive, Boise, Idaho 83704 (hereinafter "DONOR").

WHEREAS, there were no submissions for the Andrew Becker Memorial as contemplated in the original Monetary Donation Agreement (Attachment "A"); and

WHEREAS, DONOR and CITY have agreed to amend the Monetary Donation Agreement as follows;

NOW THEREFORE, THE PARTIES AGREE to modify the request for proposals as attached (Attachment "B") and that Attachment B shall replace Attachment A in the original Agreement.

All other terms of the original Monetary Donation Agreement shall be in full force and effect.

DONOR (1) agrees to have read the foregoing Amended Agreement, understand it and agree with its contents and conditions; (2) either has had an opportunity to speak with legal counsel or opted not to seek legal counsel prior to signing this Amended Agreement; and (3) understand that the terms of this Amended Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Amended Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Amended Agreement to be executed as of the date indicated above.

DONOR:
I, Melissa Honsinger, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct.

_____ _____
Melissa Honsinger Date

CITY

_____ _____
Megan Cherry, Arts Manager Date

SAMPLE

MONETARY DONATION FOR ART MEMORIAL
AGREEMENT BETWEEN CITY OF MOSCOW, IDAHO
and MELISSA HONSINGER

THIS MONETARY DONATION FOR ART MEMORIAL AGREEMENT BETWEEN CITY OF MOSCOW, IDAHO and MELISSA HONSINGER (hereinafter "Agreement") is made between City Of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Melissa Honsinger, 5045 North Mountain View Drive, Boise, Idaho 83704 (hereinafter "DONOR").

WHEREAS, DONOR desires to donate Five Thousand Dollars ($5,000) to CITY for the specific purposes stated herein;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DONATION: CITY acknowledges receipt of Five Thousand Dollars ($5,000) from DONOR and agrees to [illegible]he funds to commission and install a sculptural work of art (hereinafter "Artwork") at [illegible]modal Transit Center Sculpture Garden as outlined in the attached request for proposals (Attachment "A").

2. RIGHT TO FINAL ARTWORK: CITY and DONOR agree that CITY shall be the sole Party to contract with the Artist selected through the request for proposal. DONOR releases any property right in the Artwork selected.

3. RESALE: CITY shall not resell the selected Artwork, without consent of DONOR.

4. NON-DESTRUCTION: CITY shall take all reasonable measures to protect Artwork from any intentional destruction, damage, or modification. DONOR acknowledges that she has no property right in the selected Artwork and thus has no legal claim to damages in event of destruction, damage, or modification of the Artwork.

5. ENTIRE AGREEMENT: This Agreement and the exhibits hereto, contain the entire Agreement between the Parties, and supersedes any and all other agreements and understandings, oral or written, whether prior to or contemporaneous with this Agreement. This Agreement and all rights herein may not be assigned without written consent of the other Party. Any changes to this Agreement will be in writing, signed by both Parties.

6. ATTORNEY FEES: Attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination.

7. JURISDICTION AND VENUE: It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning 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.

8. COMMUNICATION BETWEEN PARTIES: CITY and DONOR hereby designate their authorized representatives to act on their behalf with respect to the services and

2021-114

A

responsibilities under this Agreement. In the event any changes are made to the authorized representatives or other information listed below, the Parties agree to furnish each other timely, written notice of such changes.

The following designated representatives are authorized to make decisions regarding this Agreement on behalf of their respective Parties.

DONOR: Melissa Honsinger
5045 N. Mountain View Dr.
Boise, ID 83704

CITY: Arts Manager
PO Box 9203
Moscow, ID 83843

DONOR agrees that she (1) has read the foregoing Agreement, understands it and agrees with its contents and conditions; (2) either has had an opportunity to speak with legal counsel or opted not to seek legal counsel prior to signing this Agreement; and (3) understand that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

DONOR:
I, Melissa Honsinger, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct.

Melissa Honsinger

≈ June 2021

CITY

Megan Cherry, Arts Manager

Attachment A

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Project Description
The City of Moscow and the Moscow Arts Commission invite artists and artist teams to submit proposals for a permanent sculptural installation at the Intermodal Transit Center Sculpture Garden. This artwork will be a memorial to Andrew Thatcher Becker, a longtime Moscow resident whose advocacy for people with disabilities greatly impacted the community. Accessibility, communication, compassion, understanding, and courage were watchwords for Becker, whose spirit of inclusion infused all of his work in Moscow. After studying political science at the University of Idaho, Becker pursued activism in many forms, including teaching as well as advocacy for human rights and the rights of people with disabilities. Becker shared energy with his community at Milestone Decisions and in service to the Moscow Human Rights Task Force, City of Moscow Human Rights Commission, and the Mobility Task Force.

Artists are invited to propose an artwork that expresses Andrew Becker's core beliefs in the dignity of all people, the equity of accessible communities, and the value of pathways both literal and figurative: smooth sidewalks to travel or communications that connect people to one another. The Intermodal Transit Center, with its proximity to the Paradise Path and its focus on multi-modal access, is the perfect place to celebrate Becker's life and spirit.

Budget
The total amount of funding available for the piece is not to exceed $5,000. Included in this budget are the artist's fee, travel, fabrication, engineering, materials, installation, documentation, and all other costs accrued by the artist specific to this project.

Eligibility
Artists from Idaho, Washington, Oregon, Montana, Wyoming, and Utah are eligible to apply for this project. Artists are eligible regardless of race, color, religion, national origin, gender, age, marital or familial status, physical or mental disability, sexual orientation, and gender expression or identity. Artist teams are eligible to apply, including teams of artists from multiple disciplines. Selection panelists and their immediate family members are not eligible for participation. No artist sitting on a Selection Panel may submit a proposal for the project for which the Selection Panel was formed.

Structural materials eligible for this project include those proven to be impervious to environmental degradation (e.g. bronze, aluminum, weathering or stainless steel) Coatings must be designed for exposure to year-round exterior conditions, and require only light maintenance (e.g. professionally-applied auto enamel, powder coating, or water tower paint). Any existing artwork or proposed design made from mild steel, wood, ceramic, or other material with the potential to degrade in the outdoor environment will not be considered. This site cannot accommodate kinetic sculptural works or those that require power or water.

Important Dates (subject to change)

July 19 – October 1, 2021	Submission Period
December 2021	Selection Results Announced
January 2022	Artist Contract and Schedule Confirmation
May 2022	Installation

A

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Submission Requirements

Artist Information:

1. Letter of interest detailing the connections between the proposed design and:
    a. The project description
    b. Intermodal Transit Center Sculpture Garden
    c. The City of Moscow
2. Resume and References
3. Artist Statement and Biography
4. Headshot (formal portrait or in-studio photograph)
5. Web & Social Media links

Artwork:

OPTION 1: Completed Artwork (up to three (3) photos of a single piece)

-OR-

OPTION 2: Design Proposal (up to three (3) images of a single design)
-AND-
Past Work Examples (up to four (4) images total)

Artists may choose to submit materials in one of two ways: a completed sculpture or a design proposal. For those who choose to submit an already-completed work, there is no need to provide samples of past work. Artists who submit a design proposal must also provide two (2) examples of previously-completed works of a similar scale and material. These examples should evidence the artist's or artist team's experience with the permanent installation of three-dimensional artworks at an exterior site.

Supporting Materials:

1. Dimensions of proposed design or existing artwork
2. Materials List (include a detailed list of all structural materials, finishes, and fasteners)
3. Plan for attachment of sculpture to weathering steel plate on the top of the plinth
4. Maintenance & Conservation Plan

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Selection Criteria

1. Artist Qualifications
   Artists or design teams should ideally have:
   a. Experience with design and fabrication.
   b. The ability to communicate effectively in a timely manner.
   c. A record of adhering to project and/or assignment budgets and schedules.
   d. Experience working with design professionals and/or collaborative group work situations.

2. Conceptual Quality and Originality
   a. The artist presents a compelling concept.
   b. The proposed design or finished artwork is original to the presenting artist.
   c. The design or finished artwork is unique (i.e. edition of one), rather than a mass-produced item.

3. Form
   a. The proposed design or finished artwork reveals mastery of formal craftsmanship.
   b. The scale of the proposed design or finished artwork is appropriate to the site.
   c. The colors used, if any, are chosen with an awareness of local educational institutions as well as their athletic rivals.
   d. The proposal aligns with the design parameters in the project description and does not present a hazard to public safety.
   e. The proposed artwork is made with materials suitable for the location (i.e. designed with materials impervious to environmental degradation).
   f. The proposed artwork is designed for resistance to theft or vandalism.

4. Content and Context
   a. The content of the proposed design or finished artwork aligns with the project description.
   b. The content of the proposed design or finished artwork is relevant to the City of Moscow's values, culture, and people.
   c. The proposed design or finished artwork reflects the architectural, historical, geographical, geological, and socio-cultural context of the site.
   d. The proposed design or finished artwork serves to activate or enhance the intended location.
   e. The proposed design or finished artwork has the potential to expand the formal and conceptual range of the Public Art collection.

5. Description of Anticipated Maintenance Needs
   a. Maintenance needs for the artwork are described clearly and realistically.
   b. Maintenance needs for the artwork are not excessive in terms of labor or material investment.
   c. The artwork and installation plans allow for long-range conservation needs that may arise.

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Selection Panel

The Arts Program Manager will coordinate recommendation of selection panelists to the Mayor and Council. MAC will consider the guidelines hereinbelow, requests by individuals, and staff recommendations. Each Selection Panel member serves through the completion of one (1) public art project. Selection Panel members shall serve at the appointment of the Mayor. Selection Panel will be comprised of at least the following:

1. Voting members:
   a. Participating department representative or designee (1)
   b. Moscow Council member or designee (1)
   c. MAC members (2)
   d. Community representative, preferably from project impact area (1)
   e. Artist not involved with the respective Capital Improvement project
2. Non-voting members:
   a. Arts Department Staff (Selection Panel facilitation)

No artist sitting on a Selection Panel may submit a proposal for the project for which the Selection Panel was formed. MAC members shall declare a conflict of interest if a project comes before the Selection Panel from which he/she or the household or business could financially benefit. MAC members shall also declare a conflict of interest if a person with whom he/she shares a household or whom he/she professionally represents has a matter to be considered by Selection Panel. Such person shall recuse themselves from any participation in any process for the project the Selection Panel is considering. No member of the project's architect or landscape architect, interior designer, or engineering firm may apply for a public art project being designed by that firm.

Selection Panel Procedures and Responsibilities

1. Moscow Arts Program Manager will hold an orientation for the Selection Panel. The orientation may include a presentation of works currently in the public art collection, review of program guidelines, orientation to the specific project; and/or a review of any goals already established by the participating department and the Moscow Arts Program Manager and MAC.
2. Review all submissions pertaining to the public art project using the published criteria.
3. Approve all recommendations by a majority vote of the full Selection Panel.
4. The Selection Panel will make recommendations on finalists and their work to the Arts Program Manager. MAC members on the Selection Panel will report the Panel's recommendation to the Commission during a regular meeting, after which the MAC will vote to recommend an action on the project to City Council.
5. The Arts Program Manager will then generate a project report to present to the Mayor and Council for final approval.
6. The City reserves the option of making no recommendation from submitted applications and may require reopening of the competition or may propose other methods of selection, if no proposal is accepted.
7. The Selection Panel must always adhere to the requirements of Moscow City Code Title 5, Chapter 18.

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

About Moscow, ID

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Moscow is home to the University of Idaho, a land grant institution established in 1889. School spirit influences the atmosphere of the city, imbuing it with the balance of gravitas and celebration that characterizes educational experience. University arts programs like the Lionel Hampton Jazz Festival and the Prichard Art Gallery have greatly contributed to Moscow's identity as a cultural center, and the City of Moscow Arts Department is proud to partner with these and other community arts groups to foster artistic excellence.

Moscow is rich not only in visual and performing arts events, but also in recreational and culinary opportunities. Residents and visitors alike enjoy the Palouse landscape at recreational features like Moscow Mountain and the Bill Chipman Palouse Trail, followed by tastes of the region at area restaurants, wineries, and breweries.

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Moscow, ID

Site Details

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Plinth Dimensions

Basalt Column
The plinth is an irregular pentagon approximately 29" h x 26" on its longest side.
Weathering Steel Plate
A full-size template of the steel plate will be available to the selected artist.

Attachment B

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

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Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

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Design Presentation and Approval

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Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Moscow is rich not only in visual and performing arts events, but also in recreational and culinary opportunities. Residents and visitors alike enjoy the Palouse landscape at recreational features like Moscow Mountain and the Bill Chipman Palouse Trail, followed by tastes of the region at area restaurants, wineries, and breweries.

A balance of educational, industrial, recreational, and agricultural endeavors defines the region, so the City of Moscow Arts Department works to meet multifaceted needs. The public art program aims to reflect the diversity of Moscow by fostering the relationship between different cultural forces in the community. Whether part of the University, business community, or the agricultural tradition, the City of Moscow Arts Department partners value the arts as a way to drive economic development and civic identity.

The City of Moscow Arts Department's mission is to enrich the community by celebrating and cultivating the expressions of all art forms and culture. It has fostered artistic excellence and public access to the arts in the city for many years. The program's focus areas are fourfold: curation of community exhibition space at the Third Street Gallery inside City Hall, arts events and programming, arts and culture education, and a comprehensive public art program.

Guided by a Public Art Master Plan adopted in 2015, the public art collection is ever-expanding, with artistic direction crafted in collaboration between city staff and the Moscow Arts Commission, a passionate group of volunteer arts advocates. The collection is comprised of both temporary and permanent features, each of which are pictured on the City of Moscow website. Temporary artworks include vinyl-wrapped utility boxes and bus shelters as well as a sculpture garden featuring artworks on loan to the City. Artworks in the permanent collection range from mosaic murals and sculptures-in-the-round to framed pieces in the Portable Collection. Each new piece in the permanent collection joins others by celebrated regional artists including Harold Balazs, David Govedare, Miles Pepper, Robert Horner, Melissa Cole, Jennifer Corio and Dave Frei. Moscow is a community rich with diversity of thought, inhabited by minds open to possibility and creative interpretation. As such, the public art program not only celebrates the artist as a professional and valued business partner, but also welcomes a broad range of appearances, media, and art-making processes into its collection.

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Site Details

The Intermodal Transit Center (ITC) Sculpture Garden was created by the City of Moscow Arts Department in 2012, and it provides art viewing opportunities for the public as well as exhibition space for emerging regional artists. Each year, four new sculptures are chosen for display at the Sculpture Garden. These works are viewed by travelers utilizing the many modes of transportation supported by the ITC.

The Intermodal Transit Center (ITC) resulted from a $1.5 million Transportation Investment Generating Economic Recovery (TIGER II) grant from the U.S. Department of Transportation. The facility is designed to feature exterior covered structures with a foot passenger loading zone and secure parking for buses and bicycles. The ITC links services provided by the local transit provider, the University of Idaho's Vandal Shuttle, and intercity bus service provided by Northwestern Trailways and Wheatland Express. The facility also provides access for taxis, vanpools and carpools, and expands pedestrian and bicyclist accessibility with access to Paradise Path. The components of the ITC have been designed to provide a seamless, one-stop concept for community transportation.

Plinth Dimensions

Basalt Column

The plinth is an irregular pentagon approximately 29" h x 26" on its longest side.

Weathering Steel Plate

A full-size template of the steel plate will be available to the selected artist.

ARTWORK COMMISSION FINALIST PRESENTATION AGREEMENT
FOR PUBLIC ART PROJECT 2022
ANDREW BECKER MEMORIAL AT THE INTERMODAL TRANSIT CENTER
SCULPTURE GARDEN, MOSCOW, IDAHO

THIS ARTWORK COMMISSION FINALIST PRESENTATION AGREEMENT FOR PUBLIC ART PROJECT 2022 ANDREW BECKER MEMORIAL AT THE INTERMODAL TRANSIT CENTER SCULPTURE GARDEN, MOSCOW, IDAHO (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2022, by and between J. Casey Doyle, [redacted] (hereinafter "ARTIST"), and City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter "CITY").

WHEREAS, CITY wishes to hire an artist to create two (2) design proposals for a public art project to be installed at the Intermodal Transit Center Sculpture Garden (hereinafter "Project"); and

WHEREAS, ARTIST and CITY wish to enter into an Agreement regarding the ARTIST's expenses to present site-specific design for Project;

NOW THEREFORE, the Parties agree as follows:

1. Duration: This Agreement shall become effective on the date signed above, and shall remain in effect until satisfactory performance of all services, unless terminated for breach or as provided in this Agreement.

2. Scope of Work: ARTIST shall complete the site-specific design and supporting materials as described in the RFP (see Attachment "A"), by the 29th day of April, 2022, and shall perform all tasks as indicated below.

3. Compensation:

A. ARTIST shall receive an honorarium in the amount of One Thousand Dollars ($1,000) to be used toward travel expenses, food, any design fees, lodging, and all expenses related to the creation of ARTIST's proposal and presentation. This amount shall constitute full compensation for all services, materials, and fees to be furnished or performed by ARTIST as described in Scope of Work.

B. Payment shall be made in one (1) installment to be paid after fulfillment of the terms of this Agreement. Following donor, MAC, and Council approval of a design, artist shall complete an artwork commission agreement with a total project budget not to exceed $7000.

4. Termination of Agreement: This Agreement may be terminated by ARTIST upon thirty (30) days' written notice. If ARTIST terminates, ARTIST shall forfeit the honorarium provided and

SAMPLE

reimburse CITY the full amount paid to ARTIST. CITY may terminate this Agreement for any reason by providing written notification to ARTIST.

5. Artist Responsibilities:

A. Independent Contractor. The contracting Parties warrant by their signature that no employer/employee relationship is established between ARTIST and CITY by the terms of this Agreement. It is understood by the Parties hereto that ARTIST is an independent contractor and as such neither he/she nor his/her employees, if any, are employees of CITY for purposes of tax, retirement system, and social security (FICA) withholding.

B. Conflict of Interest. ARTIST covenants presently to have no interest in and shall not acquire any interest, direct or indirect, in Project, which would conflict in any manner or degree with the performance of its services hereunder. ARTIST further covenants that, in performing this Agreement, to employ no person who has any such interest.

C. Changes in Regulations. ARTIST is to perform work under the current Federal, State, and local laws and regulations in full force and effect at the date of this Agreement.

6. Non-discrimination: ARTIST shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, gender, gender expression or identity, pregnancy, national origin, ancestry, age, marital or familial status, veteran status, mental or physical disability, sex, sexual orientation, genetic information, or any other basis prohibited by Federal, State or local law.

7. Modification and Assignability of Agreement: This Agreement contains the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written Agreement signed by the Parties hereto. ARTISTS may not subcontract or assign his/her/their rights (including the right to compensation), or duties arising hereunder, without the prior written consent and express authorization of CITY. Any such consultant, subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

8. Costs and Attorney Fees: In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

9. Jurisdiction and Venue: It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning 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.

10. Binding on Agents, Subcontractors, and Successors: CITY and ARTIST each bind themselves, their partners, agents, subcontractors, successors, assigns, and legal representatives to

SAMPLE

the other Parties to this Agreement and to the partners, agents, subcontractors, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

11. Severability of Provisions: Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any Party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties or other circumstances.

12. Notice

A. CITY's Representative. Communication with CITY shall be to Megan Cherry, Arts Program Manager, 206 East Third Street, Moscow, Idaho, 83843, email mcherry@ci.moscow.id.us. Megan Cherry shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

B. Communication to ARTIST shall be to:
J. Casey Doyle
[redacted]

13. Insurance:

If selected, ARTIST will sign an Agreement that details the terms of the Artwork to be installed in the Intermodal Transit Center Sculpture Garden, which will include, but not be limited to, the following:

A. Insurance Required. ARTIST and any subcontractor or agent shall maintain automobile insurance and statutory workers compensation insurance, employer's liability and comprehensive general liability insurance coverage, all as required by law.

B. General Liability. ARTIST shall provide, at ARTIST's expense, general liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury and property damage, covering ARTIST's work in fabricating, transporting, and installing the Artwork, which shall be in force for no less than fifteen (15) days prior to ARTIST commencing work, until completion and final acceptance of the Artwork by CITY.

C. Worker's Compensation and Employer Liability Insurance. Worker's compensation insurance shall be provided to cover any employees involved in producing the Artwork in such amounts required by Idaho law for all work performed in Idaho or in such amounts as may be required by Idaho law.

SAMPLE

D. CITY as Additional Insured and Term of Insurance. On all insurance policies required under this Agreement other than auto, CITY shall be named as an additional insured and the policy shall provide it may not be cancelled or reduced in coverage, except upon thirty (30) days prior written notice to CITY. Any cancellation of insurance, other than auto, without appropriate replacement in the amounts and terms set forth herein, shall constitute grounds for termination of this Agreement. Each type of insurance required by this Agreement Section VI. shall be in force for no less than fifteen (15) days prior to ARTIST commencing the PROJECT until completion and final acceptance of the Artwork by CITY.

E. ARTIST to provide Certificates of Insurance to CITY. ARTISTS shall insure that CITY is provided a Certificate of Insurance for each insurance policy required by this Agreement.

F. Contractors and Subcontractors. ARTIST shall insure that all contractors, subcontractors and agents of ARTIST provide the insurance required herein and that each such contractor, subcontractor and agent shall provide CITY a certificate of insurance and shall name CITY as an additional insured on Project, and shall provide documentation of any agreement between ARTIST and contractor(s)/subcontractor(s) relative to Project.

14. Indemnification: ARTIST waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to ARTIST's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees. Further, ARTIST shall indemnify, hold harmless, and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of ARTIST's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees.

15. Risk of Loss: ARTIST shall take such measures as are reasonably necessary to protect the Artwork from loss or damage until ARTIST has completed delivery to CITY of all materials specified herein and ownership is transferred to CITY, which shall occur when delivery and/or installation is complete. ARTIST shall obtain property insurance for loss of the materials paid for by CITY while in ARTIST's possession and control. The risk of loss or damage shall be borne by CITY prior to final acceptance during such periods of time as the partially or wholly completed Artwork is in the custody, control or supervision of CITY or its agents.

16. Copyright:

A. Copyright and Publication of Materials. ARTIST shall retain the copyright and all other rights in and to the Artwork, provided that CITY is hereby granted an irrevocable license to graphically reproduce (through photography or otherwise) the image of the Artwork without CITY cost, expense or payment to ARTIST, including but not limited to, the Artwork proposal and all preliminary studies, models and maquettes thereof that have been delivered to and accepted by CITY, and to authorize third parties to graphically reproduce (through photography or otherwise) any and all of the same, as are desired by CITY, for municipal (e.g., education, public information, etc.) purposes. On each such reproduction, ARTIST shall be acknowledged, using designations provided by ARTIST, to be the creator of the original Artwork thereof, provided that reproductions of any preliminary studies, models and

SAMPLE

maquettes shall not be identified as or represented to be the finished Artwork. The rights granted by this provision shall survive the expiration or earlier termination of this Agreement.

B. Waiver of Rights Under Visual Artists Rights Act of 1990. ARTIST understands and agrees that, as to ARTIST's rights in the work of art, the provisions of this Agreement shall supersede the provisions of the Visual Artists Rights Act of 1990 ("VARA"), 17 U.S.C. § 101 et. seq., as amended, including but not limited to § 106A(a) and § 113(d), as to the work of art, and that execution of this Agreement by ARTIST shall constitute a waiver by ARTIST, as permitted in 17 U.S.C. § 106A(e), as amended, of any and all rights or protections in the work of art, and any uses of the work of art whatsoever, set out in or otherwise granted by 17 U.S.C. § 101, et. seq., as amended, including, but not limited to, § 106A(a) or § 113(d), or otherwise in the nature of "Droit Moral" under which artists claim an interest in their work. ARTIST understands that, despite CITY's commitment not to intentionally damage, alter or modify the work of art without the prior written approval of ARTIST, alterations to the site and/or removal of the work of art from the site may subject the work of art to destruction, distortion, mutilation or other modification, by reason of such site alterations or its removal.

17. Ownership: The Artwork shall be a limited edition of one (1), unique, singular Artwork, as described herein. ARTIST shall not reproduce the Artwork elsewhere and shall not utilize the design for forming or shaping a similar artwork elsewhere. ARTIST warrants that, unless otherwise set forth in writing, the Artwork will be an original, in that the Artwork owes its creation or origin to ARTIST and is not the product of copying another's work in any manner. Furthermore, ARTIST warrants and represents that ARTIST has not previously published the Artwork which is transferred by and the subject of this Agreement and that ARTIST is the sole owner of all rights therein. Except as provided in this Agreement, upon final acceptance by CITY, acceptance of Artwork delivery and installation, and final payment to ARTIST, CITY shall own the Artwork. ARTIST hereby expressly waives any right, title or interest in the Artwork created for the Project. ARTIST understands that this waiver includes waiver of the exclusive rights of reproduction, adaptation, publication, performance, and display.

18. Use: CITY agrees to make a reasonable effort to notify ARTIST of CITY's intent, if any, to use or adapt materials developed for Project following completion of Project.

19. Damage:

A. ARTIST shall not be responsible or liable for any damage to the Artwork, its surfaces, or environment caused by personnel of CITY or its employees or agents, visitors, members of the general public or others beyond the control of ARTIST.

B. ARTIST shall not be responsible or liable for any damages to the Artwork caused by extremely adverse weather conditions, acts of God, vandalism, or other acts abnormal to the site beyond the control of ARTIST.

20. Maintenance: CITY may provide basic maintenance, restoration and repairs as it deems necessary. CITY will assume cost for repairs upon expiration of the one (1) year warranty period

SAMPLE

set forth in this Agreement. Whenever practical and fiscally possible, ARTIST shall be given an opportunity to perform and/or act as consultant for the repair or restoration of the Artwork, for which ARTIST shall be entitled to reasonable compensation, provided CITY directs the repair or restoration. In the event that the Artwork is damaged or destroyed, CITY, in its sole discretion, may restore the Artwork, subject to receipt of any insurance proceeds and other funds sufficient for the repair or restoration.

21. Warranty: Upon final acceptance of the Artwork, ARTIST warrants that the Artwork shall be free from defects in materials and workmanship, including inherent vice. ARTIST shall, for a period of one (1) year from final acceptance of the Artwork by CITY, correct any such defects at ARTIST's own expense. "Inherent vice" refers to a quality within the material or materials that comprise the Artwork, which, either alone or in combination with other materials used in the Artwork or reacting to the environment, results in the tendency of the Artwork to destroy itself. Upon written notification of a defect in materials or workmanship, ARTIST shall have sixty (60) days to commence repairs. ARTIST shall conclude the repairs within a reasonable time.

I, J. Casey Doyle, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

ARTIST **CITY**

_____ _____

J. Casey Doyle, Artist Megan Cherry, Arts Program Manager

SAMPLE

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Project Description
The City of Moscow and the Moscow Arts Commission invite proposals for a permanent sculptural installation at the Intermodal Transit Center Sculpture Garden. This artwork will be a memorial to Andrew Thatcher Becker, a longtime Moscow resident whose advocacy for people with disabilities greatly impacted the community. Accessibility, communication, compassion, understanding, and courage were watchwords for Becker, whose spirit of inclusion infused all of his work in Moscow. After studying political science at the University of Idaho, Becker pursued activism in many forms, including teaching as well as advocacy for human rights and the rights of people with disabilities. Becker shared energy with his community at Milestone Decisions and in service to the Moscow Human Rights Task Force, City of Moscow Human Rights Commission, and the Mobility Task Force.

Artists are invited to propose an artwork that expresses Andrew Becker's core beliefs in the dignity of all people, the equity of accessible communities, and the value of pathways both literal and figurative: smooth sidewalks to travel or communications that connect people to one another. The Intermodal Transit Center, with its proximity to the Paradise Path and its focus on multi-modal access, is the perfect place to celebrate Becker's life and spirit.

Budget
The total amount of funding available for the piece is not to exceed $8,000. Included in this budget are the artist's fee, travel, fabrication, engineering, materials, installation, documentation, and all other costs accrued by the artist specific to this project. This project was made possible by a gift from the family of Andrew Becker.

Eligibility
Artists from Idaho, Washington, Oregon, Montana, Wyoming, and Utah are eligible to apply for this project. Artists are eligible regardless of race, color, religion, national origin, gender, age, marital or familial status, physical or mental disability, sexual orientation, and gender expression or identity. Artist teams are eligible to apply, including teams of artists from multiple disciplines.

Structural materials eligible for this project include those proven to be impervious to environmental degradation (e.g. bronze, aluminum, weathering or stainless steel) Coatings must be designed for exposure to year-round exterior conditions, and require only light maintenance (e.g. professionally-applied auto enamel, powder coating, or water tower paint). Any existing artwork or proposed design made from mild steel, wood, ceramic, or other material with the potential to degrade in the outdoor environment will not be considered. This site cannot accommodate kinetic sculptural works or those that require power or water.

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Submission Requirements

1. Photographs and/or maquettes of two (2) design options
2. Dimensions of proposed designs or existing artworks
3. Materials List (include a detailed list of all structural materials, finishes, and fasteners)
4. Plan for attachment of sculpture to weathering steel plate on the top of the plinth
5. List of anticipated annual maintenance and long term conservation needs

Design Presentation and Approval

1. The City of Moscow Arts Program Manager will schedule time for the artist to present designs to the donor, who will have the opportunity to present questions and recommendations.
2. The Arts Program Manager will present the donor recommendation to the Moscow Arts Commission (MAC) during a regular meeting.
3. Upon a majority vote by MAC members to recommend a design, the Arts Program Manager will present the design to City Council for final approval.
4. The City reserves the option of making no recommendation from submitted designs and may require other methods of selection, if no proposal is accepted.
5. Following approval by City Council, the artist will complete a commission agreement with the City with an installation date set for no later than October 20, 2022.

About Moscow, ID

Moscow is settled on the rolling hills of the Palouse, a rich landscape long inhabited by the Nimiipuu (Nez Perce) people indigenous to the region. Nez Perce culture remains an important presence on the Palouse, both on tribal lands and in relationship with public and private entities around the region. The Nimiipuu tribe's educational and cultural outreach includes partnerships with the University of Idaho and displays of tribal artifacts at the City of Moscow's Third Street Gallery and the Clearwater River Casino's Cultural Walk.

The City of Moscow was incorporated on July 12, 1887, and its modern history is rooted in agriculture; the surrounding region produces top-quality wheat and pulses. The presence of farming in the community goes far beyond commerce, however, as grain silos and other architectural features announce agricultural endeavor as part of the community's aesthetic identity.

Moscow is home to the University of Idaho, a land grant institution established in 1889. School spirit influences the atmosphere of the city, imbuing it with the balance of gravitas and celebration that characterizes educational experience. University arts programs like the Lionel Hampton Jazz Festival and the Prichard Art Gallery have greatly contributed to Moscow's identity as a cultural center, and the City of Moscow Arts Department is proud to partner with these and other community arts groups to foster artistic excellence.

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

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Intermodal Transit Center Sculpture Garden
Moscow, ID

Site Details

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Plinth Dimensions

Basalt Column

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Weathering Steel Plate

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ARTWORK COMMISSION AGREEMENT FOR PUBLIC ART PROJECT 2022
ANDREW BECKER MEMORIAL AT THE INTERMODAL TRANSIT CENTER
SCULPTURE GARDEN, MOSCOW, IDAHO

THIS ARTWORK COMMISSION AGREEMENT FOR PUBLIC ART PROJECT 2022, ANDREW BECKER MEMORIAL AT THE INTERMODAL TRANSIT CENTER SCULPTURE GARDEN, MOSCOW, IDAHO (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2022, by and between J. Casey Doyle (hereinafter "ARTIST") and City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

WHEREAS, CITY requested design proposals for a Public Artwork conforming to site, form, and content stated in the RFP, Attachment "A" (hereinafter "Project");

WHEREAS, CITY, after completing its selection process, has determined that ARTIST's proposal meets the selection criteria and would best serve the needs of CITY for Project; and

WHEREAS, ARTIST and CITY wish to enter into an Agreement regarding Project;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

1. Duration: This Agreement shall become effective on the date indicated above and shall remain in effect until satisfactory performance of all services is completed, unless terminated for breach or as provided in this Agreement.

2. Scope of Work

A. Description of Artwork. The Artwork is a three-dimensional sculpture-in-the-round entitled [Artwork title and description pending].

B. Time of Performance. ARTIST shall coordinate commencement and installation of the Artwork with CITY Arts Program Manager, Megan Cherry, and shall have the Artwork in place not later than October 20, 2022. ARTIST shall immediately notify CITY of any delay which occurs or which is anticipated to occur so that arrangements can be made to complete the Artwork for Project as close to the completion date of October 20, 2022 as reasonably possible. Date of delivery and installation may be extended, for a reasonable amount of time, due to circumstances and events beyond control of CITY and/or ARTIST, due to unforeseen circumstances, or upon written Agreement by the Parties.

C. Consultation with CITY. If requested by CITY, ARTIST shall, prior to fabrication and/or installation of the Artwork, meet with CITY to review the proposed Artwork and ensure that it can be maintained over the period of its lifetime without extraordinary expense, and that it comports with the design as submitted to CITY prior to the award of Project to ARTIST.

SAMPLE

3. Services

A. Quality of Services: ARTIST's standard of service under this Agreement shall be of the level of quality performed by professionals regularly rendering this type of service. Determination of acceptable quality shall be made solely by the CITY.

B. CITY Review of Services: ARTIST's services shall, at all times, be subject to CITY's general review and approval. ARTIST shall confer with CITY periodically during the progress of ARTIST's services, and shall prepare and present such information and materials as may be pertinent, necessary or requested by CITY to determine the adequacy of the services of ARTIST's progress. Upon reasonable prior notice to ARTIST, CITY and its elected officials, officers, employees and agents shall have the right to make reasonable inspections and reviews of ARTIST's progress with respect to the services.

4. Compensation:

A. ARTIST shall receive an amount not to exceed Seven Thousand Dollars ($7000). This amount may be used for travel expenses, food, any design fees, lodging, and all expenses related to the creation of ARTIST's artwork, installation, and community engagement presentation. This amount shall constitute full compensation for all services, materials and fees to be performed or furnished by ARTIST pursuant to this Agreement. Attachment A reflects the total cost permitted for the project is $8,000, however, $1,000 of the allotted $8,000 is to be utilized for the creation of ARTIST's proposal and presentation, the specifics of which are addressed in a separate Agreement.

B. Payment shall be made in two (2) installments:

First Installment of Three Thousand Dollars ($3000) shall be paid at the time of the execution of this Agreement.

Second and Final Installment of Four Thousand Dollars ($4000) shall be paid after completion of the Project and CITY's receipt of the Commissioned Artwork Detailed Report.

5. Termination:

A. Termination of Agreement. This Agreement may be terminated by ARTIST upon thirty (30) days' written notice, should CITY fail to substantially perform in accordance with its terms through no fault of ARTIST. CITY may terminate this Agreement upon thirty (30) days' written notice without cause and without further liability to ARTIST except as designated by this section.

B. Termination of Project. If any portion of Project, covered by this Agreement, shall be suspended, abated, abandoned, or terminated by CITY, at no fault of ARTIST, CITY and ARTIST agree ARTIST will be compensated for the work completed in an amount to be agreed upon by the Parties. If any portion of the Project, covered by this Agreement, shall be suspended, abated, abandoned, or terminated by CITY due to ARTIST failure to perform

SAMPLE

under the terms of this Agreement, CITY will determine what, if any, additional compensation may be provided to ARTIST.

6. ARTIST Responsibilities:

A. Independent Contractor. The contracting Parties warrant by their signature that no employer/employee relationship is established between ARTIST and CITY by the terms of this Agreement. It is understood by the Parties hereto that ARTIST is an independent contractor and as such neither ARTIST nor any of ARTIST's employees are employees of CITY for purposes of tax, retirement system, social security (FICA) withholding.

B. Conflict of Interest. ARTIST covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in Project which would conflict in any manner or degree with the performance of its services hereunder. ARTIST further covenants that, in performing this Agreement, it shall employ no person who has any such interest.

C. Changes in Regulations. ARTIST is to perform its work under the current Federal, State, and local laws and regulations in full force and effect at the date of this Agreement.

7. CITY Responsibilities:

A. CITY's Responsibility for Special Costs and Rights-of-Way. CITY shall pay for all costs for obtaining licenses and permits that may be required by Federal, State, and local authorities; and shall be responsible for securing necessary land, easements, and rights-of-way where applicable.

B. Data of Record. CITY shall make available to ARTIST all technical data of record in CITY's possession, including maps, surveys, architectural plans and drawings, and other information required by ARTIST relating to this Artwork.

8. Non-discrimination: ARTIST shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, gender, gender expression or identity, pregnancy, national origin, ancestry, age, marital or familial status, veteran status, mental or physical disability, sex, sexual orientation, genetic information, or any other basis prohibited by local, state, or federal law.

9. Modification and Assignability of Agreement: This Agreement contains the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written Agreement signed by the Parties hereto. ARTIST may not subcontract or assign rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such consultant, subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

SAMPLE

10. Costs and Attorney Fees: In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

11. Jurisdiction and Venue: It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning 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.

12. Binding on Agents, Subcontractors, and Successors: CITY and ARTIST each bind themselves, their partners, agents, subcontractors, successors, assigns, and legal representatives to the other Party to this Agreement and to the partners, agents, subcontractors, successors, assigns, and legal representatives of such other Party with respect to all covenants of this Agreement.

13. Severability of Provisions: Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any Party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties or other circumstances.

14. Notice

A. Communication with CITY shall be to Megan Cherry, Arts Program Manager, 206 East Third Street, Moscow, Idaho, 83843, email mcherry@ci.moscow.id.us. Megan Cherry shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

B. Communication to ARTIST shall be to J. Casey Doyle, [redacted]

15. Insurance:

A. Insurance Required. ARTIST and any subcontractor or agent shall maintain automobile insurance and statutory workers compensation insurance, employer's liability and comprehensive general liability insurance coverage, all as required by law.

B. General Liability. ARTIST shall provide, at ARTIST's expense, general liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury and property damage, covering ARTIST's work in fabricating, transporting, and installing the Artwork, which shall be in force for no less than fifteen (15) days prior to ARTIST's commencing work, until completion and final acceptance of the Artwork by CITY.

C. Worker's Compensation and Employer Liability Insurance. Worker's compensation insurance shall be provided to cover any employees involved in producing the Artwork in

SAMPLE

such amounts required by Idaho law for all work performed in Idaho or in such amounts as may be required by Idaho law.

D. CITY as Additional Insured and Term of Insurance. On all insurance policies required under this Agreement other than auto, CITY shall be named as an additional insured and the policy shall provide it may not be cancelled or reduced in coverage, except upon thirty (30) days prior written notice to CITY. Any cancellation of insurance, other than auto, without appropriate replacement in the amounts and terms set forth herein, shall constitute grounds for termination of this Agreement. Each type of insurance required by this Agreement VI. shall be in force for no less than fifteen (15) days prior to ARTIST's commencing the PROJECT until completion and final acceptance of the Artwork by CITY.

E. ARTIST to provide Certificates of Insurance to CITY. ARTIST shall insure that CITY is provided a Certificate of Insurance for each insurance policy required by this Agreement.

F. Contractors and Subcontractors. ARTIST shall insure that all contractors, subcontractors and agents of ARTIST provide the insurance required herein and that each such contractor, subcontractor and agent shall provide CITY a certificate of insurance and shall name CITY as an additional insured on PROJECT, and shall provide documentation of any agreement between ARTIST and contractor(s)/subcontractor(s) relative to PROJECT.

16. Hold Harmless

A. Indemnification. ARTIST waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to ARTIST's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees. Further, ARTIST shall indemnify, hold harmless, and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of ARTIST's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees.

B. Risk of Loss. ARTIST shall take such measures as are reasonably necessary to protect the Artwork from loss or damage until ARTIST has completed delivery to CITY of all materials specified herein and ownership is transferred to CITY, which shall occur when delivery and/or installation is complete. ARTIST shall obtain property insurance for loss of the materials paid for by CITY while in ARTIST's possession and control. The risk of loss or damage shall be borne by CITY prior to final acceptance during such periods of time as the partially or wholly completed Artwork is in the custody, control or supervision of CITY or its agents.

17. Copyright:

A. Copyright and Publication of Materials. ARTIST shall retain the copyright and all other rights in and to the Artwork, provided that CITY is hereby granted an irrevocable license to graphically reproduce (through photography or otherwise) the image of the Artwork without

SAMPLE

CITY cost, expense or payment to ARTIST, including but not limited to, the Artwork proposal and all preliminary studies, models and maquettes thereof that have been delivered to and accepted by CITY, and to authorize third parties to graphically reproduce (through photography or otherwise) any and all of the same, as are desired by CITY, for municipal (e.g., education, public information, etc.) purposes. On each such reproduction, ARTIST shall be acknowledged, using designations provided by ARTIST, to be the creator of the original Artwork thereof, provided that reproductions of any preliminary studies, models and maquettes shall not be identified as or represented to be the finished Artwork. The rights granted by this provision shall survive the expiration or earlier termination of this Agreement.

B. Waiver of Rights Under Visual Artists Rights Act of 1990. ARTIST understands and agrees that, as to ARTIST's rights in the work of art, the provisions of this Agreement shall supersede the provisions of the Visual Artists Rights Act of 1990 ("VARA"), 17 U.S.C. § 101 et. seq., as amended, including but not limited to § 106A(a) and § 113(d), as to the work of art, and that execution of this Agreement by ARTIST shall constitute a waiver by ARTIST, as permitted in 17 U.S.C. § 106A(e), as amended, of any and all rights or protections in the work of art, and any uses of the work of art whatsoever, set out in or otherwise granted by 17 U.S.C. § 101, et. seq., as amended, including but not limited to § 106A(a) or § 113(d), or otherwise in the nature of "Droit Moral" under which artists claim an interest in their work. ARTIST understands that, despite the CITY's commitment not to intentionally damage, alter or modify the work of art without the prior written approval of ARTIST, alterations to the site and/or removal of the work of art from the site may subject the work of art to destruction, distortion, mutilation or other modification, by reason of such site alterations or its removal.

C. Ownership. The Artwork shall be a limited edition of one (1), unique, artwork that is a three-dimensional sculpture-in-the-round [Artwork title pending] as described herein. ARTIST shall not reproduce the Artwork elsewhere or allow the Artwork to be reproduced elsewhere. ARTIST warrants that, unless otherwise set forth in writing, the Artwork will be an original, in that the Artwork owes its creation or origin to ARTIST and is not the product of copying another's work in any manner. Furthermore, ARTIST warrants and represents that ARTIST has not previously published the Artwork which is transferred by and the subject of this Agreement and that ARTIST is the sole owner of all rights therein. Except as provided in this Agreement, upon final acceptance and acceptance of Artwork, delivery and installation, and final payment to ARTIST, CITY shall own the Artwork. ARTIST hereby expressly waives any right, title or interest in the Artwork created for the Project. ARTIST understands that this waiver includes waiver of the exclusive rights of reproduction, adaptation, publication, performance and display.

18. Notification of Use: CITY agrees to make a reasonable effort to notify ARTIST of CITY's intent, if any, to use or adapt materials developed for Project following completion of Project.

19. Post-Installation Repairs, Maintenance, or Alterations:

A. ARTIST shall not be responsible or liable for any damage to the Artwork, its surfaces, or environment caused by personnel of CITY or its employees or agents, visitors, members of the general public or others beyond the control of ARTIST.

B. ARTIST shall not be responsible or liable for any damages to the Artwork caused by extremely adverse weather conditions, acts of God, vandalism, or other acts abnormal to the site beyond the control of ARTIST.

C. CITY may provide basic maintenance, restoration and repairs as it deems necessary. CITY will assume cost for repairs upon expiration of the one (1) year warranty period set forth in this Agreement. Whenever practical and fiscally possible, ARTIST shall be given an opportunity to perform and/or act as consultant for the repair or restoration of the Artwork, for which ARTIST shall be entitled to reasonable compensation, provided CITY directs the repair or restoration. In the event that the Artwork is damaged or destroyed, CITY, in its sole discretion, may restore the Artwork or choose not to restore the Artwork, subject to receipt of any insurance proceeds and other funds sufficient for the repair or restoration.

20. Warranty: Upon final acceptance of the Artwork, ARTIST warrants that the Artwork shall be free from defects in materials and workmanship, including inherent vice. ARTIST shall, for a period of one (1) year from final acceptance of the Artwork by CITY, correct any such defects at ARTIST's own expense. "Inherent vice" refers to a quality within the material or materials that comprise the Artwork, which, either alone or in combination with other materials used in the Artwork or reacting to the environment, results in the tendency of the Artwork to destroy itself. Upon written notification of a defect in materials or workmanship, ARTIST shall have sixty (60) days to commence repairs. ARTIST shall conclude the repairs within a reasonable time.

I, J. Casey Doyle, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ARTIST

By: _____
J. Casey Doyle

CITY

City of Moscow, Idaho

_____
Art Bettge, Mayor

SAMPLE

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Project Description

The City of Moscow and the Moscow Arts Commission invite proposals for a permanent sculptural installation at the Intermodal Transit Center Sculpture Garden. This artwork will be a memorial to Andrew Thatcher Becker, a longtime Moscow resident whose advocacy for people with disabilities greatly impacted the community. Accessibility, communication, compassion, understanding, and courage were watchwords for Becker, whose spirit of inclusion infused all of his work in Moscow. After studying political science at the University of Idaho, Becker pursued activism in many forms, including teaching as well as advocacy for human rights and the rights of people with disabilities. Becker shared energy with his community at Milestone Decisions and in service to the Moscow Human Rights Task Force, City of Moscow Human Rights Commission, and the Mobility Task Force.

Artists are invited to propose an artwork that expresses Andrew Becker's core beliefs in the dignity of all people, the equity of accessible communities, and the value of pathways both literal and figurative: smooth sidewalks to travel or communications that connect people to one another. The Intermodal Transit Center, with its proximity to the Paradise Path and its focus on multi-modal access, is the perfect place to celebrate Becker's life and spirit.

Budget

The total amount of funding available for the piece is not to exceed $8,000. Included in this budget are the artist's fee, travel, fabrication, engineering, materials, installation, documentation, and all other costs accrued by the artist specific to this project. This project was made possible by a gift from the family of Andrew Becker.

Eligibility

Artists from Idaho, Washington, Oregon, Montana, Wyoming, and Utah are eligible to apply for this project. Artists are eligible regardless of race, color, religion, national origin, gender, age, marital or familial status, physical or mental disability, sexual orientation, and gender expression or identity. Artist teams are eligible to apply, including teams of artists from multiple disciplines.

Structural materials eligible for this project include those proven to be impervious to environmental degradation (e.g. bronze, aluminum, weathering or stainless steel) Coatings must be designed for exposure to year-round exterior conditions, and require only light maintenance (e.g. professionally-applied auto enamel, powder coating, or water tower paint). Any existing artwork or proposed design made from mild steel, wood, ceramic, or other material with the potential to degrade in the outdoor environment will not be considered. This site cannot accommodate kinetic sculptural works or those that require power or water.

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Submission Requirements

1. Photographs and/or maquettes of two (2) design options
2. Dimensions of proposed designs or existing artworks
3. Materials List (include a detailed list of all structural materials, finishes, and fasteners)
4. Plan for attachment of sculpture to weathering steel plate on the top of the plinth
5. List of anticipated annual maintenance and long term conservation needs

Design Presentation and Approval

1. The City of Moscow Arts Program Manager will schedule time for the artist to present designs to the donor, who will have the opportunity to present questions and recommendations.
2. The Arts Program Manager will present the donor recommendation to the Moscow Arts Commission (MAC) during a regular meeting.
3. Upon a majority vote by MAC members to recommend a design, the Arts Program Manager will present the design to City Council for final approval.
4. The City reserves the option of making no recommendation from submitted designs and may require other methods of selection, if no proposal is accepted.
5. Following approval by City Council, the artist will complete a commission agreement with the City with an installation date set for no later than October 20, 2022.

About Moscow, ID

Moscow is settled on the rolling hills of the Palouse, a rich landscape long inhabited by the Nimiipuu (Nez Perce) people indigenous to the region. Nez Perce culture remains an important presence on the Palouse, both on tribal lands and in relationship with public and private entities around the region. The Nimiipuu tribe's educational and cultural outreach includes partnerships with the University of Idaho and displays of tribal artifacts at the City of Moscow's Third Street Gallery and the Clearwater River Casino's Cultural Walk.

The City of Moscow was incorporated on July 12, 1887, and its modern history is rooted in agriculture; the surrounding region produces top-quality wheat and pulses. The presence of farming in the community goes far beyond commerce, however, as grain silos and other architectural features announce agricultural endeavor as part of the community's aesthetic identity.

Moscow is home to the University of Idaho, a land grant institution established in 1889. School spirit influences the atmosphere of the city, imbuing it with the balance of gravitas and celebration that characterizes educational experience. University arts programs like the Lionel Hampton Jazz Festival and the Prichard Art Gallery have greatly contributed to Moscow's identity as a cultural center, and the City of Moscow Arts Department is proud to partner with these and other community arts groups to foster artistic excellence.

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Moscow is rich not only in visual and performing arts events, but also in recreational and culinary opportunities. Residents and visitors alike enjoy the Palouse landscape at recreational features like Moscow Mountain and the Bill Chipman Palouse Trail, followed by tastes of the region at area restaurants, wineries, and breweries.

A balance of educational, industrial, recreational, and agricultural endeavors defines the region, so the City of Moscow Arts Department works to meet multifaceted needs. The public art program aims to reflect the diversity of Moscow by fostering the relationship between different cultural forces in the community. Whether part of the University, business community, or the agricultural tradition, the City of Moscow Arts Department partners value the arts as a way to drive economic development and civic identity.

The City of Moscow Arts Department's mission is to enrich the community by celebrating and cultivating the expressions of all art forms and culture. It has fostered artistic excellence and public access to the arts in the city for many years. The program's focus areas are fourfold: curation of community exhibition space at the Third Street Gallery inside City Hall, arts events and programming, arts and culture education, and a comprehensive public art program.

Guided by a Public Art Master Plan adopted in 2015, the public art collection is ever-expanding, with artistic direction crafted in collaboration between city staff and the Moscow Arts Commission, a passionate group of volunteer arts advocates. The collection is comprised of both temporary and permanent features, each of which are pictured on the City of Moscow website. Temporary artworks include vinyl-wrapped utility boxes and bus shelters as well as a sculpture garden featuring artworks on loan to the City. Artworks in the permanent collection range from mosaic murals and sculptures-in-the-round to framed pieces in the Portable Collection. Each new piece in the permanent collection joins others by celebrated regional artists including Harold Balazs, David Govedare, Miles Pepper, Robert Horner, Melissa Cole, Jennifer Corio and Dave Frei. Moscow is a community rich with diversity of thought, inhabited by minds open to possibility and creative interpretation. As such, the public art program not only celebrates the artist as a professional and valued business partner, but also welcomes a broad range of appearances, media, and art-making processes into its collection.

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Site Details

The Intermodal Transit Center (ITC) Sculpture Garden was created by the City of Moscow Arts Department in 2012, and it provides art viewing opportunities for the public as well as exhibition space for emerging regional artists. Each year, four new sculptures are chosen for display at the Sculpture Garden. These works are viewed by travelers utilizing the many modes of transportation supported by the ITC.

The Intermodal Transit Center (ITC) resulted from a $1.5 million Transportation Investment Generating Economic Recovery (TIGER II) grant from the U.S. Department of Transportation. The facility is designed to feature exterior covered structures with a foot passenger loading zone and secure parking for buses and bicycles. The ITC links services provided by the local transit provider, the University of Idaho's Vandal Shuttle, and intercity bus service provided by Northwestern Trailways and Wheatland Express. The facility also provides access for taxis, vanpools and carpools, and expands pedestrian and bicyclist accessibility with access to Paradise Path. The components of the ITC have been designed to provide a seamless, one-stop concept for community transportation.

Plinth Dimensions

Basalt Column

The plinth is an irregular pentagon approximately 29" h x 26" on its longest side.

Weathering Steel Plate

A full-size template of the steel plate will be available to the selected artist.