

Moscow City Council



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Tuesday
February 22, 2022

7:00 PM

Council Chambers
206 E. Third St.

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public. Attendees are subject to any protocols established by Governor Little's 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; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council February 7, 2022 Minutes - Laurie M. Hopkins

B. Disbursement Report January 2022 - Sarah Banks

Staff presented the January 2022 Accounts Payable Report to Public Works / Finance Committee on February 14, 2022. The Committee received the report and approved the disbursements as presented.

ACTION: Receive the Disbursements Report for the month of January 2022.

C. Approval of Liquor License for University of Idaho Golf Course - 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. This was reviewed by the Administrative Committee on February 14, 2022 and recommended for approval.

ACTION: Approve the alcohol license and restaurant certification for the University of Idaho golf course.

D. Resolution for Destruction of City Records - 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. This was reviewed by the Administrative Committee on February 14, 2022 and recommended for approval.

ACTION: Approve the resolution for destruction of certain records.

E. Anderson 7th Addition Development Agreement - Todd Drage

Jim Swift, has submitted to the City a final plat for the development of a property just east of Anderson Frontier Park. On June 21, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Anderson 7th Addition and will be presented for City Council approval on February 22, 2022. If the final plat is approved by the City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The agreement included in the packet covers these items. This item was reviewed by the Public Works Finance Committee on February 14, 2022 and was recommended for approval.

ACTION: Approve the Development Agreement with Jim Swift for Anderson 7th Addition.

F. Anderson 7th Addition Monumentation Agreement - Todd Drage

Jim Swift, has submitted to the City a final plat for the development of a property just east of Anderson Frontier Park. On June 21, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Anderson 7th Addition and will be presented for City Council approval on February 22, 2022. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. This item was reviewed by the Public Works Finance Committee on February 14, 2022 and was recommended for approval.

ACTION: Approve the monumentation agreement with Jim Swift for Anderson 7th Addition.

G. First Step Internet Paradise Pathway Fiber License Agreement - Bill Belknap

The City was recently approached by representatives of First Step Internet who are working with the Whitepine School District to extend fiber optic service to the District's school facilities to provide high-speed internet access. First Step is seeking approval to install the underground conduit and fiber optic cable along the edge of the Paradise Path from the Alturas Drive crossing to the City's eastern city limit boundary just west of Carmichael Road. Staff has prepared a non-exclusive license agreement to allow the installation of the requested conduit and cable and, in exchange, First Step will provide the City with 1 fiber strand to the current, or future city limit boundary for the City's potential future use. The license agreement would have an initial term of 10 years, with a second 10-year renewal term. First Step would also be required to repair any damage to the pathway that may occur during the installation. This item was reviewed by the Public Works Finance Committee on February 14 and recommended for approval.

ACTION: Approve the License Agreement with First Step Internet.

H. Anderson 7th Addition Final Plat - Mike Ray

On June 21, 2021, Moscow City Council approved the Anderson 7th Addition preliminary plat with three conditions. On January 5, 2022, the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on January 26, 2022 and

recommended approval to City Council. This item was reviewed by the Public Works/Finance Committee on February 14, 2022 and recommended for approval.

ACTION: Approve the Anderson 7th Addition Final Plat.

REGULAR AGENDA

2. Staff Recognition Report - Bill Belknap

3. Mayors Appointments (ACTION ITEM)

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

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: Approve project budget increase, approve 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.

6. 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 provides for the establishment of subcommittees for the Moscow Arts Commission, Parks and Recreation Commission, Fair and Affordable Housing Commission, Historic Preservation Commission, and the Moscow Tree Commission. This was reviewed by the Administrative Committee on February 14, 2022 and recommended for approval.

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

7. Environmental Services/Sustainability Report – Kelly Cooper / Kyle Steele

REPORTS

City Council

Mayor

Staff

ADJOURN

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

Moscow City Council



Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
February 7, 2022

7:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Mayor Art Bettge, Hailey Lewis, Sandra Kelly, Julia Parker, Gina Taruscio, Anne Zabala

ABSENT: Maureen Laflin

STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, Roger Lanier, Megan Cherry, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Mayor Lambert led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council January 18, 2022 Minutes - Laurie M. Hopkins

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

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Arts Education Annual Project is a grant program that supports activities that unite education and the arts. These grant funds will sustain the 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: Ratify approval and submission of the Arts Education Annual Project grant application for the current cycle.

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

REGULAR AGENDA

2. Staff Recognition Report - Bill Belknap

None offered.

3. Mayors Appointments (ACTION ITEM)

None offered.

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

Jake Garringer, policy advisor to Governor Little, said he is the local contact to the Governors office. He is available should the City want to reach out.

5. Citizen Commission Report - Moscow Arts Commission - Megan Cherry/Lauren McCleary

Cherry introduced Lauren McCleary, chair for the MAC. McCleary listed the MAC members and spoke on their volunteer hours. Projects and programs in 2021 included the introduction of an arts style guide, continuation of the Palouse Plein Air and MACtivities toolbox. Artwalk expanded with a new program called 3rd Thursday. McCleary described the exhibitions in the Third Street Gallery and the new public art. Projects for 2022 include Mayor's Arts Awards, installation of the Andrew Becker Memorial sculpture garden, and more MAC outreach.

Stacy Boe Miller, Moscow Poet Laureate, read a poem called Meadowlark.

6. Amendment to Title 11, Chapter 2 of Moscow City Code (ACTION ITEM) - Cody Riddle

Staff has prepared a draft amendment to City Code to address the use of E-bikes, E-scooters and similar devices on 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. The Administrative Committee recommended approval of both documents on January 24, 2022. Staff will present the final ordinance for the Council's consideration.

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

Riddle introduced the item as written above and highlighted the changes. Changes include established definitions, operating standards including speed limits, parking, storage, and maintenance, clarification of enforcement. There is support from shared mobility providers and the University of Idaho. License agreement highlights include 24-hour contact, reporting structure, maintenance requirements, and will be re-evaluated annually. Dismount zones would be effective June 1, 2022 to allow staff to install the areas. Regulation does not include electronic wheelchairs. Press releases, social media, etc. will educate the citizens on dismount zones. A second round of education would be in the fall when students arrive back at school. Reckless riding is a misdemeanor which follows state law. Only dismount areas are the downtown core but staff can monitor abandonment of vehicles in other areas of the city. Staff can bring Council an update on how the program is working. The pathways have a 15 mph speed limit and feedback can be encouraged and enforcement is complaint based. Zabala wanted to discuss Section 2-4.D where it speaks on moving as far to the right of the traveled roadway. She wanted to add as safely far right as they could. Belknap said as the paragraph goes on, it says "as is safe under the conditions..." Discussion ensued regarding how to rephrase and if it was needed. Taruscio felt it was more syntax than anything. Kelly felt the paragraph already speaks on moving to the right safely and didn't think approving on first with a second reading was necessary.

Taruscio moved to approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Kelly seconded the motion. Roll Call Vote: Ayes: Four (4). Nays: One (Zabala). Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2022-04 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE

STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 11, CHAPTER 2, RELATING TO WALKWAYS AND BIKE PATHS; PROVIDING FOR THE REGULATION OF ELECTRIC POWER-ASSISTED BICYCLES, SCOOTERS, AND BOARDS; PROVIDING FOR THE REGULATION OF SHARED MOBILITY PROGRAMS; 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.

Taruscio moved, Kelly seconded to approve the accompanying resolution. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Emergency Radio Professional Services Agreement – Bill Belknap

In 2015, the City Council identified the City's emergency radio communications system's deficiencies as a Tier 1 major challenge for the City. The City's current communication system has only one channel and three repeaters for an area of less than seven square miles. Because repeaters aren't trunked or coordinated, officers must hunt for channels to locate the appropriate repeater to transmit calls, which places officers at risk. Officers currently experience a 5-10% transmittal failure due to dead zones throughout the patrol area, resulting in delayed notification and delayed officer response, both of which have escalated risk to citizens, officers and property. Overall, the ability to quickly intervene has declined as the communication system has deteriorated and calls for service have increased.

The City has commissioned several studies, including a needs assessment, radio coverage assessments, as well as an implementation plan and cost estimate. The current estimate for the project is \$3.4 Million, including the installation of a new simulcast system backbone and the replacement of all existing mobile and handheld radios. The City has accumulated funding for the project and is ready to begin the final design and construction of the communication network. The attached professional services agreement covers the design, FCC licensing, cost estimation, system procurement, and acceptance testing of a new VHF simulcast system and microwave radio interconnect system for the City of Moscow Public Safety radio system. It is anticipated that it will take approximately 24 months to complete the project.

PROPOSED ACTIONS: Approve the proposed Professional Services Agreement with Hatfiled & Dawson Consulting Engineers; or take other action deemed appropriate.

Belknap introduced the item as written above and clarified this radio system is full public safety system, police, fire and Whitcom. Belknap explained accumulation of funds. This radio project is a major challenge area in the strategic plan. Zabala moved, Lewis seconded to approve the Professional Services Agreement with Hatfiled & Dawson Consulting Engineers. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

8. Economic Development Administration Sixth Street Bridge Disaster Recovery Grant Agreement - Bill Belknap

After the Sixth Street Bridge was damaged by flooding events in 2019, the City applied for a disaster recovery grant administered by the Economic Development Administration (EDA) to assist with funding the construction of a new Sixth Street bridge over Paradise Creek near Mountain View Road. On January 12, 2022, EDA announced the grant award in the amount of \$955,000 for the project. The new 24-foot, single-span bridge will replace the existing culvert system and will include sidewalks, bike lanes, and be elevated to reduce future flooding in the area. This EDA grant, to be matched with \$515,000 from the City and project construction is anticipated to begin this summer and be completed by the end of 2022.

PROPOSED ACTIONS: Ratify acceptance of the grant award in the amount of \$955,000 and approve the associated Council Resolution; or take other action as deemed appropriate.

Belknap introduced the item as written above adding staff hopes to get the project out to bid by the end of the month and construction at the same time as the round-about so that the street is closed once. Kelly

moved to ratify acceptance of the grant award in the amount of \$955,000 and approve the associated Council Resolution. Zabala seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Human Rights Commission – Kelly said the Commission is working on a lot of projects.

Historic Preservation Commission – Kelly reported the Commission had a recap of the Orchid awards.

Planning and Zoning Commission – Taruscio said they discussed PBAC. Lewis added she appreciates all the extra readings the commission does.

Moscow Tree Commission – Taruscio reported the Commission discussed heritage trees, budget, and seedlings for Arbor Day.

Farmers Market Commission – Lewis reported the Commission discussed design guidance and requirements for vendors and focusing on meeting the mission.

Parks and Recreation Commission – Zabala said the Commission is taking survey's for what they would like to see in facilities; discussed the Milton Arthur park playground bids; Anderson frontier park will be the pesticide-free park for the year.

Fair and Affordable Housing Commission – Parker said the Commission will be sending a small sample survey to 300 households; will be tabling at the health fair March 10.

Mayor

Mayor Bettge had an AIC legislative update. Legislature is discussing URA limits; limitations of what cities can charge to new construction revenue; income tax decrease and rebate of \$75. He attended the Airport Board and terminal funding is close; ordering structural steel and sending bids for delivery in October. Terminal completion should be December 2023. February 23rd is the state of the city address.

Staff

No report.

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

Kelly moved, Taruscio seconded to adjourn to executive session at 8:09 p.m. per Idaho Code 74-206 (1)(F) and the meeting will not reconvene. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

ATTEST:

Bill Lambert, Mayor

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Tuesday, February 22, 2022



AGENDA ITEM TITLE

Disbursement Report January 2022 - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

Accounts Payable Report for the month ending January 31, 2022. A summary of the major expenditures has been approximated by category and represents 96% of the total expenditure of \$2,792,983.89. Staff presented the January 2022 Accounts Payable Report to the Public Works / Finance Committee on February 14, 2022. The Committee received the report and approved the disbursements as presented.

Payroll	\$1,168,451.00
Professional Services	\$62,894.00
Sanitation	\$325,967.00
Capital Outlay	\$31,306.00
Capital Outlay-Improvements	\$64,027.00
Capital Outlay-Buildings	\$188,801.00
Supplies	\$108,601.00
Utilities	\$86,945.00
Contractual Payments	\$467,271.00
ACH Wells Fargo	\$25,556.00
ACH's	\$160,102.00
Total	\$2,689,921.00

STAFF RECOMMENDATION

Receive the Disbursements Report for the month of January 2022.

PROPOSED ACTIONS

ACTION: Receive the Disbursements Report for the month of January 2022.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report for January 2022
2. Revenue Report for January 2022
3. Cash & Investments January 2022
4. Major Expenditures Report January 2022

DISBURSEMENTS REPORT FOR JANUARY 2022											
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		1/6/2022	1/13/2022	1/20/2022	1/27/2022	1/19/2022	1/20/2022	1/27/2022	1/14/2022	1/28/2022	
		AP 1.7.2022	AP 1.14.2022	AP 1.21.2022	AP 1.28.2022	1/31/2021 AP 1.19.2022 AP 1.31.2022	1/27/2022 AP 1.21.2022 AP 1.28.2022	1/31/2021 AP 1.27.2022 AP 1.31.2022	ID29	ID30	
BATCH #											
CHECK #'s		100360-100411	100412-100488	100489-100533	100534-100604	January's CC ACH's	January's ACH's	100445,100482 100594	21514-21516	21517-21519	
Fund #											0.00
101	GENERAL	53,068.39	19,877.16	267,928.84	31,666.48	17,240.78		(644.00)	347,289.47	367,453.58	1,103,880.70
105	STREETS	21,773.46	14,408.72	18,886.41	6,061.07	229.92			36,593.95	25,687.00	123,640.53
120	RECREATION AND CULTURE	5,519.48	6,673.13	18,743.51	6,492.47	2,919.03			54,948.63	55,721.69	151,017.94
121	MSD COMM. PLAY FIELDS		465.95	990.93							6,149.44
123	1912 CENTER				10,750.00				2,362.60	2,329.96	10,750.00
128	TRANSIT CENTER	222.74	1,220.00								1,442.74
220	WATER	31,670.30	49,771.75	16,321.96	14,314.05	585.18			49,121.41	48,907.94	210,692.59
230	SEWER	30,758.30	14,220.91	37,896.39	38,553.92	2,624.09	18,131.38		46,797.08	47,157.70	236,139.77
235	STORMWATER		509.79	4,131.99	427.08				9,369.18	8,709.83	23,147.87
240	SANITATION	11.13	107,111.66	1,340.42			364,533.32		7,380.33	7,476.38	487,853.24
290	FLEET	4,466.01	38,150.39	7,274.42	3,992.49	613.75		(12.00)	12,239.00	12,267.59	78,991.65
295	INFORMATION SYSTEMS	4,577.56	4,705.12	21,419.62	4,454.80	1,343.41			14,262.43	12,374.95	63,137.89
320	WATER CAPITAL PROJECTS		190.00	1,013.66	51,363.68						52,567.34
330	SEWER CAPITAL PROJECTS		25,264.97								25,264.97
335	STORMWATER CAPITAL PROJ		1,515.99	158.80	3,113.40						4,788.19
340	SANITATION CAPITAL PROJ										0.00
350	CAPITAL PROJECTS	106,762.69	1,660.61	33,704.86	66,419.71		5,070.54	(99.38)			213,519.03
355	LID CONSTRUCTION										0.00
380	HAMILTON - PARKS & REC										0.00
890	URA										0.00
	TOTAL	258,830.06	285,746.15	429,811.81	237,609.15	25,556.16	387,735.24	(755.38)	580,364.08	588,086.62	2,792,983.89

WIRE Transfers:

Maureen Laflin

Gina Taruscio

Hailey Lewis

Sarah L. Banks, Finance Director

RECEIPTS REPORT FOR JANUARY 2021

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	3,322,255.37	118,478.56	66,023.34	721,638.83	141,211.92	12,182.50	25,874.87	302,522.49	0.00	9,277.67	4,719,465.55
105	STREETS	406,968.32	0.00	0.00	311,459.68	24,944.93	0.00	0.00	170.00	0.00	0.00	743,542.93
120	RECREATION AND CULTURE	0.00	0.00	100.00	0.00	15,813.64	0.00	0.00	-364.78	0.00	-0.01	15,548.85
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,721.92	0.00	0.00	0.00	0.00	0.00	0.00	5,721.92
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,510.82	0.00	0.00	0.00	0.00	0.00	1,510.82
220	WATER	0.00	0.00	0.00	0.00	473,200.90	0.00	532.55	22.45	0.00	0.00	473,755.90
230	SEWER	0.00	0.00	0.00	0.00	902,417.12	0.00	237.11	266.71	0.00	0.00	902,920.94
235	STORMWATER	0.00	0.00	0.00	0.00	84,146.84	0.00	0.00	0.00	0.00	0.00	84,146.84
240	SANITATION	0.00	0.00	0.00	0.00	477,914.59	0.00	0.00	0.00	0.00	-39.90	477,874.69
290	FLEET	0.00	0.00	0.00	0.00	74,262.07	0.00	0.00	0.00	0.00	0.00	74,262.07
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	118,153.00	0.00	0.00	0.00	0.00	0.00	118,153.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	667.79	5,000.00	0.00	0.00	5,667.79
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	177.19	0.00	0.00	0.00	177.19
590	BOND & INTEREST	528,388.71	0.00	0.00	0.00	0.00	0.00	7.56	0.00	0.00	0.00	528,396.27
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		4,257,612.40	118,478.56	66,123.34	1,038,820.43	2,313,575.83	12,182.50	27,497.07	307,616.87	0.00	9,237.76	8,151,144.76

City of Moscow Cash and Investments Balances as of 1/31/2022		
Fund	Year to Date Balance	
General Fund	\$	9,077,953.91
Street Fund	\$	2,622,287.29
Culture & Recreation	\$	1,253,896.00
MSDCPF	\$	201,847.95
1912 Fund	\$	57,993.54
Transit Center	\$	111,080.23
Water Fund	\$	2,702,454.91
Sewer / WRRF	\$	3,591,671.82
Stormwater	\$	(166,533.01)
Sanitation Fund	\$	3,188,871.41
Fleet Fund	\$	6,292,169.33
Information Systems	\$	4,888,752.44
Water Capital	\$	7,038,973.86
Sewer Capital	\$	15,804,272.59
Stormwater Capital	\$	420,011.81
Capital Projects	\$	5,370,460.90
Sanitation Capital	\$	6,894,565.94
LID construction	\$	26,629.59
Hamilton	\$	1,801,881.91
Bond & Interest	\$	972,765.61
LID Funds	\$	35,611.11
Payroll Service	\$	1,169,452.15
Total Cash & Investments	\$	73,357,071.29

Major Expenditures for January 2022

<u>Professional Service</u>		<u>Sanitation</u>		<u>Utilities</u>	
Avista Utilities	\$ 4,440.44	Finley Buttes Landfill	\$ 98,333.40	Avista Utilities	\$ 86,944.70
Avista Utilities pole rental for year 7/1/2021 through 6/30/2022		Garbage		December 2021	
Filtration Technology, Inc.	\$ 4,995.00	Latah Sanitation (ACH Payment)	\$ 227,633.20		\$ 86,944.70
Bigger filters for Well #10 MIOX unit & install old filters at SE Reservoir					
Best Western Plus University Inn	\$ 3,028.80		\$ 325,966.60		
Riedner retirement party				<u>Payroll</u>	\$ 1,168,450.70
Financial Consulting Solutions Group	\$ 5,271.25	<u>Supplies</u>		<u>Contractual Payments</u>	
Sanitation rate study update		Coleman Oil Co.	\$ 28,397.44	Dell Marketing, L.P.	\$ 13,243.22
Germer Construction, Inc.	\$ 3,750.00	Diesel (3,501 Gals) Unleaded (5,996 Gals)		Heart of the Arts	\$ 10,750.00
Snow removal - 30 loads @ \$125.00/each		Gordon Truck Centers, Inc.	\$ 3,429.57	Humane Society	\$ 4,434.67
J-U-B Engineers, Inc.	\$ 12,356.00	Radiator for #1-08 (WRRF)		Moscow Volunteer Fire Department	\$ 1,750.00
Professional services for the WRRF plan 10.1.21-1.1.22		Phillip R. Stradley	\$ 24,927.84	Infosend, Inc.	\$ 2,989.58
JT Tech, Inc.	\$ 3,046.12	Aerator #241 Install new Siemens bypass		University Collision	\$ 2,500.00
SonicWall NSA 3600 1 year renewal		Proforce Marketing, Inc.	\$ 5,565.80	Clearwater Economic Development Association	\$ 7,207.00
Latah Sanitation	\$ 2,645.00	Pro Force tasers and other related items		State Insurance Fund	\$ 142,526.00
November Leaf Collection		Vohne Liche Kennels, Inc.	\$ 14,985.00	Whitcom 911	\$ 174,585.00
CompuNet, Inc.	\$ 3,542.53	Narcotics Dog, House for four week course		Regional Public Transportation, Inc.	\$ 31,837.50
Cisco Switch support renewal - Smartnet Quote 381832800		Phillip R. Stradley	\$ 26,144.64	Bursar, University of Idaho- Assessment fee	\$ 20,000.00
Aspect Consulting, LLC	\$ 5,201.25	Aerator #242 Drive		Bursar, University of Idaho-Administrative fee	\$ 27,000.00
Services for phase 3 stormwater user fee study 10.30-12.31.2021		Oxarc, Inc.	\$ 5,150.78	City of Pullman	\$ 15,750.00
Evcac, Inc.	\$ 5,573.33	Chlorine and SO2		Alta Science and Engineering Inc.	\$ 12,697.88
Janitorial services for multiple City locations			\$ 108,601.07		\$ 467,270.85
Germer Construction, Inc.	\$ 5,687.50	<u>Capital Outlay- Buildings</u>		<u>ACH Wells Fargo</u>	
Snow removal (45.5 loads @ \$125.00/ea)		Complete Office LLC	\$ 33,721.51	Commercial Card Expense- January 7th	\$ 2,685.51
Ziply Fiber	\$ 3,356.90	Police Services seating package		Commercial Card Expense- January 14th	\$ 5,254.08
PRI phone lines and long distance 1/19/22 - 2/18/22		Complete Office LLC	\$ 29,219.02	Commercial Card Expense- January 22nd	\$ 8,406.66
	\$ 62,894.12	Police Services facility first floor furnishings		Commercial Card Expense- January 8th	\$ 9,209.91
<u>Capital Outlay- Improvements</u>		Complete Office LLC	\$ 43,822.16		
HMH Engineering	\$ 12,663.36	Police Services facility second floor furnishings			\$ 25,556.16
Key No. 22402; Public Ave Corridor Safety Improvement		City North American	\$ 15,000.00	<u>ACH's</u>	
Germer Construction, Inc.	\$ 51,363.68	MPD furniture installation		LCA Architects, P.A.	\$ 5,070.54
Indian Hills Waterline Pay App 5		Jeff's Electric, Inc.	\$ 3,113.40	Police Services Facility Design Services	
		Electrical work for Building B		Latah Sanitation	\$ 155,031.50
	\$ 64,027.04	Wellens Farwell, Inc.	\$ 63,924.46	Asbestos Cell Final Closure	
		Contractors payment Moscow PD #19			
			\$ 188,800.55		\$ 160,102.04
<u>Capital Outlay</u>					
J7 Contracting, Inc.	\$ 25,264.97				
Pay Request 3 South Lift Station Forcemain Replacement					
Aspect Consulting, LLC	\$ 6,041.50				
Paradise Creek Flood Hazard Mitigation Study					
	\$ 31,306.47				
		Major Expenditures	\$ 2,689,920.30	96%	of the total expenditures of
Large Expenditures					\$2,792,983.89
Germer Construction, Inc.	\$ 51,363.68	Phillip R. Stradley	\$ 26,144.64	Wellens Farwell, Inc.	\$ 63,924.46
Indian Hills Waterline Pay App 5		Aerator #242 Drive		Contractors payment Moscow PD #19	
J7 Contracting, Inc.	\$ 25,264.97	Complete Office LLC	\$ 33,721.51	State Insurance Fund	\$ 142,526.00
Pay Request 3 South Lift Station Forcemain Replacement		Police Services seating package		State Insurance Fund Idaho Workers Comp- SIF	
Coleman Oil Co.	\$ 28,397.44	Complete Office LLC	\$ 29,219.02	Whitcom 911	\$ 174,585.00
Diesel (3,501 Gals) Unleaded (5,996 Gals)		Police Services facility first floor furnishings		Whitcom Services - Quarterly (January - March)	
Phillip R. Stradley	\$ 24,927.84	Complete Office LLC	\$ 43,822.16	Latah Sanitation	\$ 155,031.50
Aerator #241 Install new Siemens bypass		Police Services facility second floor furnishings		Asbestos Cell Final Closure	
				Total:	\$798,928.22

COMMITTEE STAFF REPORT

DATE: Tuesday, February 22, 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 - 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

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

PROPOSED ACTIONS

ACTION: Approve the alcohol license and restaurant certification for the University of Idaho golf course.

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 475⁰⁰

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]

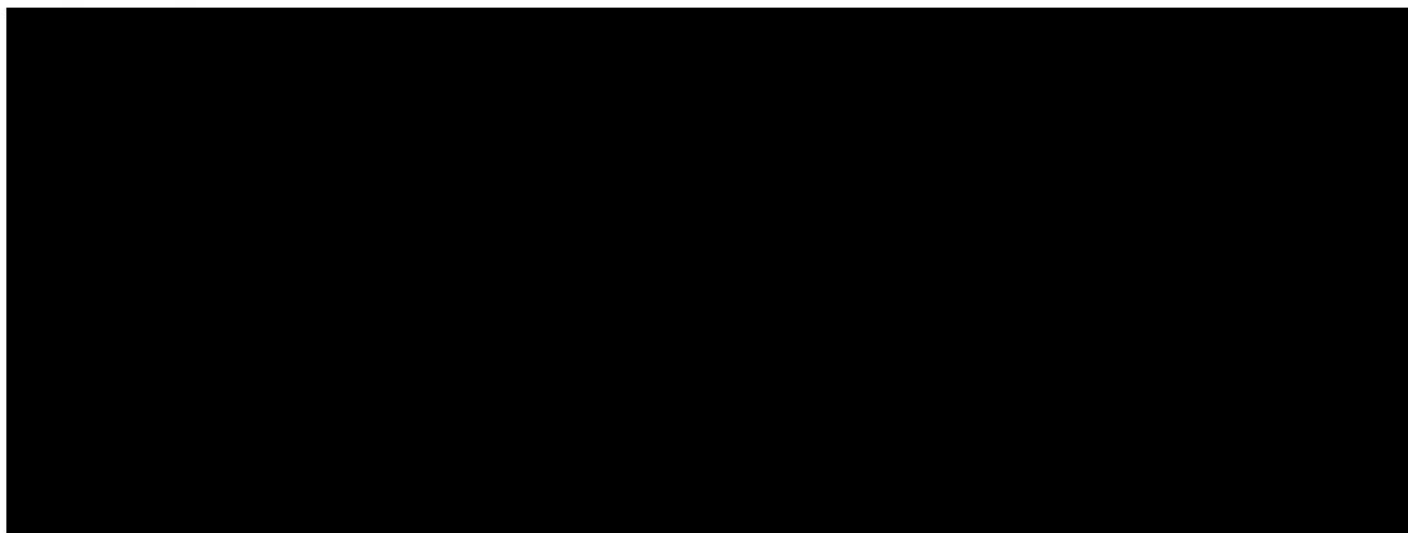
- ☐ Yes ☒ No Has Applicant or anyone listed on **Attachment A** ever had an alcohol license suspended, denied or revoked? (if yes, attach explanation);
- ☐ Yes ☒ No Has Applicant or anyone listed on **Attachment A** ever been convicted of any felony, any alcohol-related misdemeanor or facing any pending 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 INFORMATION

Type of Liquor License ☐ Leased ☒ New



MANAGER INFORMATION (local manager in charge of selling alcohol)

Manager's name Andrew Elaimy _____ Cell Phone _____

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

Contact email aelaimy@uidaho.edu _____



Date of Birth _____

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*).

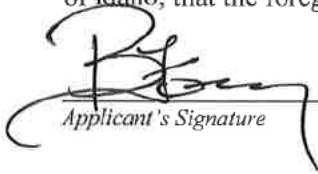
HOLD HARMLESS

I, _____ (*applicant name*) shall indemnify and hold harmless the City of Moscow from and for any and all losses, claims, actions, judgments 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

12-15-21
Date

STATE OF Idaho)
County of Latah) ss:

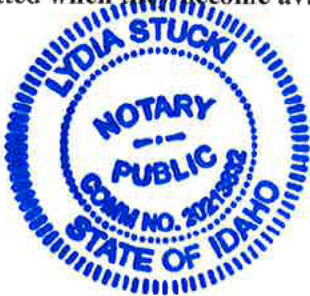
Subscribed and sworn before me this 15 day of December, 2021



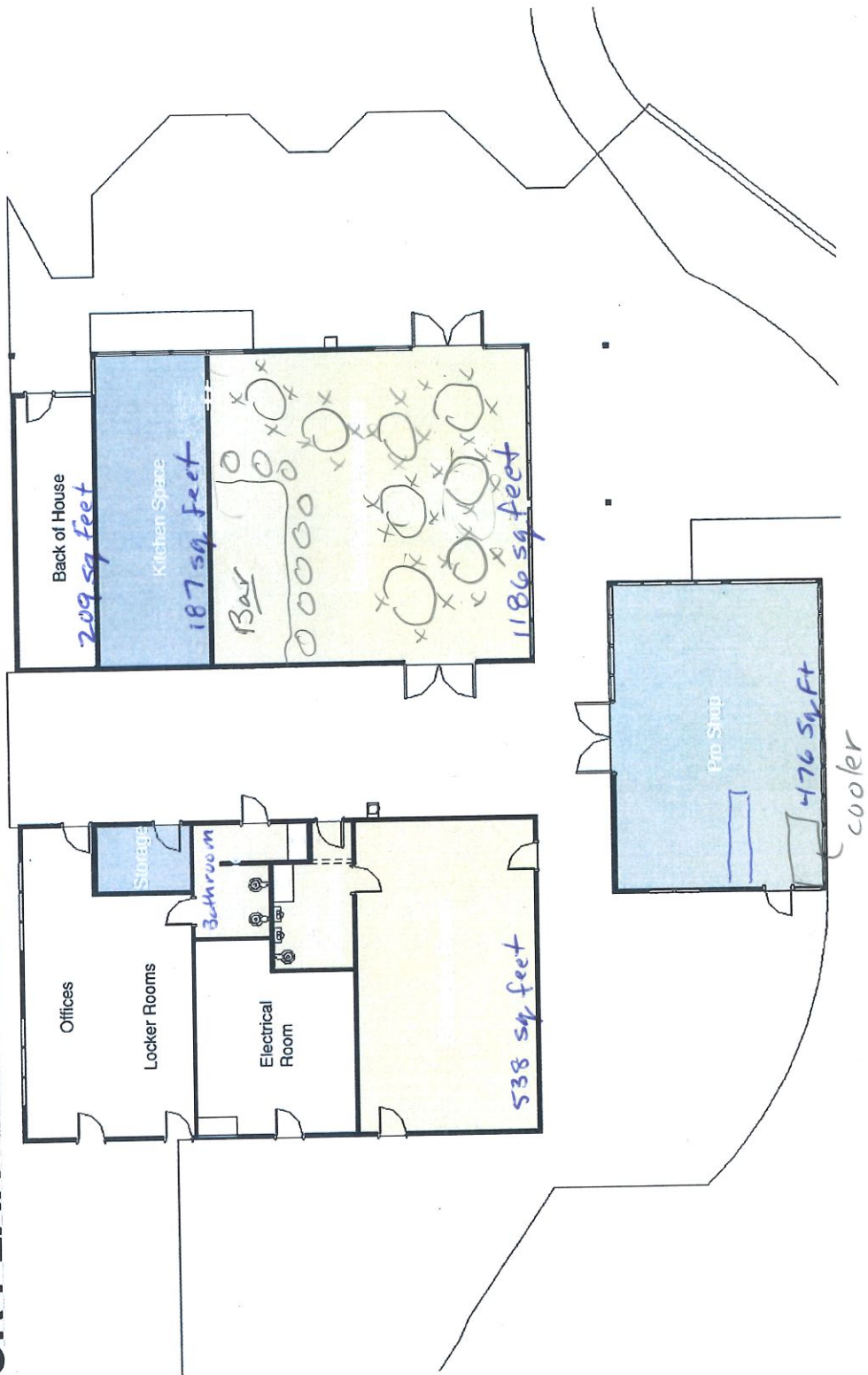
Lydia Stucki
Residing at Latah Co.
My Commission Expires: 8/6/27

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.



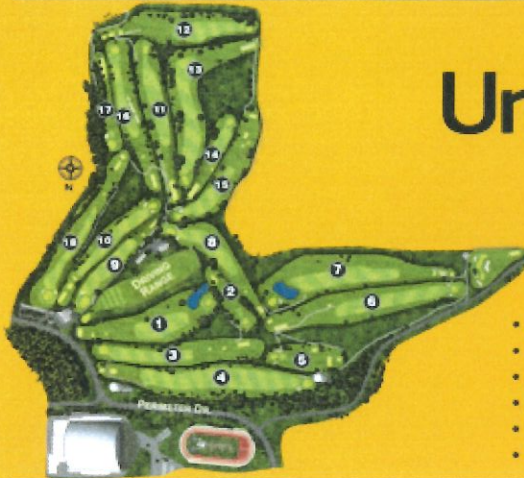
SITE ANALYSIS EXISTING FLOOR PLAN



*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*

Idaho State Police

Cycle Tracking Number: 130986
ISLD ID: 8896

Premises No.: 1L-31374
Golf Course

Retail Alcohol Beverage License

License Year: 2023
License Number: 31374

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

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

MOSCOW, ID 83844

Mailing Address

TOTAL FEE: \$350.00

Valid

02/01/2022 - 01/31/2023

Expires

01/31/2023

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

SIGNATURE OF LICENSEE OR
OFFICER OF CORPORATION

**THIS LICENSE IS TRANSFERABLE AND
EXPIRES JANUARY 31, 2023**

TOTAL FEES DUE \$312.50

WITNESS MY HAND AND SEAL THIS 31 OF January, 2022



BOARD OF COUNTY COMMISSIONERS
LATAH COUNTY, IDAHO

Kathie LaFortune
CHAIRPERSON

Tom Lamar (via Kathie)
COMMISSIONER

ATTEST:

Jennifer Pepp
CLERK OF THE BOARD OF COMMISSIONERS

[Signature]
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 1/31/20

This has been examined by the Board and ordered:

REJECTED _____

FILED _____

APPROVED X _____

Kathie LaFurture
CHAIRPERSON

Tom Zepmar (via Kathie)
COMMISSIONER

de m's
COMMISSIONER

Attest:

Donna Papp
CLERK OF THE BOARD OF COMMISSIONERS

Idaho State Police

Premises Number: 1L-31374 **Retail Alcohol Beverage License**

License Year: 2023
License Number: 31374

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:
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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.
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Liquor	Yes	<u>\$300.00</u>
Beer	Yes	<u>\$50.00</u>
Wine by the bottle	Yes	<u>\$0.00</u>
Wine by the glass	Yes	<u>\$0.00</u>
Kegs to go	No	
Growlers	No	
Restaurant	Yes	<u>\$0.00</u>
On-premises consumption	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Plaza	No	

TOTAL FEE: \$350.00

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



Director of Idaho State Police

COMMITTEE STAFF REPORT

DATE: Tuesday, February 22, 2022



RESPONSIBLE STAFF

Laurie Hopkins, City Clerk

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Resolution for Destruction of City Records - 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

Approve the resolution for destruction of certain records.

PROPOSED ACTIONS

ACTION: Approve the resolution for destruction of certain records.

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:

Administration

Public Record Requests

Alcohol Catering Permits

General administrative working files

Date of Records:

Through 2019

Through 2019

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
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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
<i>Legal</i>	
Closed Misdemeanor and Infraction Files	Through 2011
<i>Police</i>	
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
<i>Public Works and Services</i>	
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.

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.

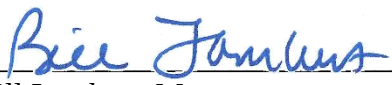
VI. Method of Retention.

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.

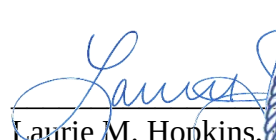
EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval.

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



**DEVELOPMENT AGREEMENT
BETWEEN JIM SWIFT
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN JIM SWIFT AND THE CITY OF MOSCOW, IDAHO is entered into this _____ day of _____, 2022, by and between Jim Swift, whose address is 1290 Indian Hills Dr, Moscow ID 83843 (hereinafter “DEVELOPER”), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”);

W I T N E S S E T H :

WHEREAS, DEVELOPER desires to develop property to be known as Anderson 7th Addition; and

WHEREAS, DEVELOPER understands that improvements required herein are standards required pursuant to Moscow City Code Title 5, Chapter 1 and are authorized by Idaho Code Sections 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that, without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the subdivision development on the ability of CITY to deliver services, without compromising quality of such service delivery to current City residents, or without imposing substantial additional costs upon current City residents to accommodate the proposed subdivision; and

WHEREAS, CITY desires to ensure that public improvements, consisting of water mains, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices, and sidewalks are constructed; and

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to the Moscow City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this Agreement; and

WHEREAS, DEVELOPER enters into this Agreement of DEVELOPER’s own free will and accord, without coercion, without inducement, and at DEVELOPER’s request; and

WHEREAS, DEVELOPER has read this Agreement, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this Agreement and prior to signing it;

NOW, THEREFORE, DEVELOPER and CITY hereby agree as follows:

I. PROPERTY AFFECTED.

This Agreement affects property to be known as Anderson 7th Addition more particularly described as follows:

A parcel of land, being a portion of Lot 25 of Block 4 of Anderson 1st Addition to the City of Moscow, located in the Southwest Quarter of the Southeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the northwest corner of Lot 25, Block 4 of Anderson 1st Addition to the City of Moscow, Instrument #404026, Latah County Records;

Thence along the north boundary of said Lot 25, the following five courses:

89°10'25"E, 321.54 feet;

Thence N02°11'19"W, 14.91 feet;

Thence N87°48'41"E, 330.02 feet;

Thence N02°11'19"W, 34.00 feet;

Thence N87°48'41"E, 126.74 feet, to a point on the northwest right-of-way line of Sunnyside Avenue;

Thence along said northwest right-of-way line the following three courses;

199.85 feet along a non-tangent curve to the right, said curve having a Delta = 9°27'52", Radius = 192.56 feet, Chord = 191.00 feet and a Chord Bearing = S32°09'37"W;

Thence S61°53'34"W, 323.29 feet;

Thence 102.32 feet along a curve to the left, said curve having a Delta = 30°51'19", Radius = 190.00 feet, Chord = 101.09 feet and a Chord Bearing = S46°27'54"W to the northeast corner of Prospect Place Addition to the City of Moscow, Instrument #580048, Latah County Records;

Thence leaving said northwest right-of-way line, along the north boundary of said Prospect Place Addition the following seven courses:

10.22 feet along a non-tangent curve to the right, said curve having a Delta = 23°25'00", Radius = 25.00 feet, Chord = 10.15 feet and a Chord Bearing = N76°53'24"W;

Thence 94.02 feet along a non-tangent curve to the left, said curve having a Delta = 17°56'33", Radius = 300.22 feet, Chord = 93.63 feet and a Chord Bearing = N74°09'18"W;

Thence 100.37 feet along a curve to the right, said curve having a Delta = 92°30'16", Radius = 62.17 feet, Chord = 89.82 feet and a Chord Bearing = N36°52'27"W;

Thence 13.19 feet along a non-tangent curve to the right, said curve having a Delta = 5°56'04", Radius = 127.32 feet, Chord = 13.18 feet and a Chord Bearing = N12°20'35"E;

Thence N74°41'23"W, 25.00 feet;

Thence N56°11'40"W, 113.90 feet;

Thence N89°09'16"W, 48.21 feet to the northwest corner of said Prospect Place Addition to the City of Moscow and the west line of Lot 25, Block 4 of Anderson 1st Addition to the City of Moscow;

Thence N00°50'44"E, 138.69 feet to the **Point of Beginning**.

Parcel contains 3.70 acres, more or less.

Together With:

A parcel of land, being Block 5 of Anderson 1st Addition to the City of Moscow, located in the Southwest Quarter of the Southeast Quarter of Section 18, and the Northwest Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the southeast corner of Block 5 of Anderson 1st Addition to the City of Moscow on the north right-of-way line of Palouse River Drive;
Thence along said north right-of-way line, S79°46'32"W, 418.57 feet to a point on the southeast right-of-way line of Sunnyside Avenue;

Thence along said southeast right-of-way line the following four courses:

47.12 feet along a curve to the right, said curve having a Delta = 90°00'00",
Radius = 30.00 feet, Chord = 42.43 feet and Chord Bearing = N55°13'28"W;
Thence 163.63 feet along a curve to the right, said curve having a Delta =
72°07'02",

Radius = 130.00 feet, Chord = 153.04 feet and Chord Bearing = N25°50'03"E;
Thence N61°53'34"E, 323.29 feet;

Thence 143.63 feet along a curve to the left, said curve having a Delta =
32°35'01", Radius = 252.56 feet, Chord = 141.70 feet and Chord Bearing =
N45°36'03"E to the northeast corner of Block 5 of Anderson 1st Addition to the
City of Moscow;

Thence leaving said southeast right-of-way line, S01°04'02"W, 339.15 feet to the Point of Beginning.

Parcel contains 2.19 acres, more or less.

Overall re-platted area contains 5.89 acres, more or less.

II. PUBLIC IMPROVEMENTS.

DEVELOPER agrees to install, at DEVELOPER's expense, within the subdivision, public improvements and appurtenances required by Moscow City Code Sections 5-1-4 and 5-1-5, including, but not limited to, water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans.

III. TERM.

This Agreement shall remain in full force and effect in accordance with all of its terms and conditions as follows:

- A. Until all public improvements have been completed and accepted by CITY; and
- B. Until the warranty period for public improvements has expired; and
- C. Until all development fees, as required and assessed by CITY, have been paid in full.

IV. CITY'S COVENANT.

CITY shall issue building permits to DEVELOPER's property only after the following have occurred:

- A. Payment of all applicable developmental fees required and assessed by CITY; and
- B. CITY has determined that the construction of all required public improvements is complete or after adequate security, as described in Moscow City Code Section 5-1-10 and as described in Sections VI, VII and VIII herein, has been provided to ensure construction and warranty repairs of the required public improvements; and
- C. Compliance with applicable CITY permit issuance requirements.

V. DEVELOPER'S COVENANT.

- A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY standards, during and under the terms of this Agreement; and
- B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction; and
- C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twelve (12) months from the date of the issuance of the first building permit in the development; and
- D. If DEVELOPER fails to complete installation of the required public improvements within twelve (12) months from the date of the issuance of the first building permit, to CITY standards and as per the approved plans, CITY shall revoke occupancy of the entire development and shall revoke any applicable permit issued to DEVELOPER by CITY.

VI. SECURITY FOR IMPROVEMENTS.

In lieu of DEVELOPER's construction and installation of all public improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Section 5-1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's development. If DEVELOPER fails to complete installation of the public improvements as required by CITY within

twelve (12) months from the date of the issuance of the first building permit in the development, CITY may utilize the security and cause the improvements to be made or CITY may cause improvements to be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement. Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY.

DEVELOPER agrees to provide security for the public improvements in the amount to be determined by the City Engineer. This security shall be in the form of cash, construction bond, irrevocable letter of credit from a certified bank or financial institution, or such other form of security acceptable to CITY. Such security shall be provided to CITY prior to the issuance of building permits by CITY. The security must be effective for a minimum period of one (1) year from the date of the issuance of the first building permit in the development. If this security is in the form of an irrevocable letter of credit or bond, the secured improvements shall be constructed at least ninety (90) days prior to the expiration date of the security. If the public improvements identified and described in Section II are not completed within twelve (12) months from the issuance of the first building permit in the development, CITY may claim the security and complete the said improvements using the security. The amount of the security may, from time to time, be modified as deemed appropriate by the City Engineer as conditions warrant.

If for any reason the security for such improvements shall be withdrawn by DEVELOPER or the security or financial institution, or the value or terms thereof shall be compromised in any way, CITY shall immediately cease issuing building permits and shall revoke any building permits and/or occupancy permits issued pursuant to the terms contained herein, and further, DEVELOPER shall hold CITY harmless for any and all causes of action or damages alleged to have been sustained because of the revocation of such building permits. If any building permits and/or occupancy permits are revoked pursuant to this Section, such building permits and/or occupancy permits shall be re-issued upon receipt by CITY of new or additional security as required herein.

VIII. WARRANTY.

- A. All required public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).
- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.
- C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the City Engineer, shall be

furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or shall name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.

- D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.
- E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION.

As part of the subdivision process, this proposed lot division falls under the following requirements of parkland dedication codes of the City:

The parkland dedication requirement for the proposed Anderson 7th Addition were previously met as part of the Anderson-Frontier subdivision for 1.4 acres of property located at Anderson Frontier Park. With this being the case, no parkland dedication is required for this addition.

X. PHASING.

No phasing is being proposed for construction of this addition.

XI. AS-CONSTRUCTED DRAWINGS.

DEVELOPER agrees to furnish, prior to acceptance by CITY of the public improvements as required herein, one (1) set of complete, mylar, final as-constructed drawings for the public improvements described herein, unless such requirement is waived by the City Engineer.

XII. FAILURE TO COMPLY.

DEVELOPER agrees to pay all expenses incurred by CITY in enforcing this Agreement.

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

This Agreement shall be binding upon the heirs, executors, administrators, and assignees of the Parties, and subsequent purchasers of and/or within the property described herein.

XIV. OCCUPANCY.

DEVELOPER agrees that no person shall be allowed to occupy any part of the development for any purpose until the described public improvements are completed and accepted by CITY for maintenance or as otherwise provided for by a subsequent development agreement between the Parties.

XV. VENUE AND ATTORNEY FEES.

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. 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 a lawsuit.

XVI. MODIFICATION.

DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties.

XVII. COVENANTS TO RUN WITH LAND.

This Agreement shall run with the land affected hereby, as shall all covenants contained herein, and shall be to the benefit of CITY, its successors and assigns. This Agreement shall be recorded with the Latah County Recorder.

XVIII. NOTICES.

Any notice required or called for by this Agreement shall be deemed served upon the Party to whom it is sent when delivered by certified United States mail to the following addresses:

DEVELOPER

Jim Swift
1290 Indian Hills Dr.
Moscow, ID 83843
Phone: 208-301-0447

CITY

City of Moscow, Idaho
Scott Bontrager, City Engineer
P O Box 9203
Moscow, ID 83843
Phone: (208) 883-7000
Facsimile: (208) 883-7018

XIX. UNDERSTANDING.

DEVELOPER has read and understood this Agreement and agrees with the contents and conditions thereof. DEVELOPER understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement. Specifically, DEVELOPER has had the opportunity to avail itself of legal counsel and of other counsel before entering into this Agreement and before signing it, and hereby enters into it knowingly, voluntarily, willingly, and without inducement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

DEVELOPER:

Jim Swift

CITY:

City of Moscow, Idaho

Owner

Art Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, appeared Jim Swift, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

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

CITY COUNCIL STAFF REPORT

DATE: Tuesday, February 22, 2022



AGENDA ITEM TITLE

Anderson 7th Addition Monumentation Agreement - Todd Drage

RESPONSIBLE STAFF REVIEWED BY

Todd Drage, Engineering Technician

This item was reviewed by the Public Works Finance Committee on February 14, 2022 and was recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

DESCRIPTION

Jim Swift, has submitted to the City a final plat for the development of a property just east of Anderson Frontier Park. On June 21, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Anderson 7th Addition and will be presented for City Council approval on February 22, 2022. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

STAFF RECOMMENDATION

Approve the monumentation agreement with Jim Swift for Anderson 7th Addition.

PROPOSED ACTIONS

ACTION: Approve the monumentation agreement with Jim Swift for Anderson 7th Addition.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Anderson 7th MonumentationAgreement_final

**MONUMENTATION AGREEMENT
BETWEEN JIM SWIFT, AND
CITY OF MOSCOW, IDAHO**

THIS MONUMENTATION AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, 2022 by and between Jim Swift, 1290 Indian Hills Dr., Moscow, ID 83843 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") for the purpose of subdividing real property within CITY.

WITNESSETH:

WHEREAS, DEVELOPER is the owner of certain premises located in CITY, commonly known as Anderson 7th Addition; and

WHEREAS, DEVELOPER has not, at this time, set interior monuments as required by Idaho Code Section 50-1303; and

WHEREAS, DEVELOPER desires to record the final plat of Anderson 7th Addition; and

WHEREAS, Idaho Code Sections 50-1331 through 50-1333 allow the setting of interior monuments for subdivisions following the recording of the final plat; and

WHEREAS, the Parties mutually desire to ensure that such monuments be installed;

NOW THEREFORE, for and in consideration of the following mutual promises, DEVELOPER and CITY hereby agree and covenant as follows:

1. **PROPERTY AFFECTED:** Property which is subject to this Agreement is described as Anderson 7th Addition (hereinafter "Subdivision"), as shown by the plat herein incorporated by reference, see Attachment 'A'.
2. **PROFESSIONAL LAND SURVEYOR:** For the purpose of this Agreement, the Professional Land Surveyor (hereinafter "Surveyor") for the platting of Subdivision is Michael E. Dahlin, P.L.S. #17534, State of Idaho, with Rim Rock Consulting, Inc.
3. **CONDITIONS OF RECORDING WITHOUT MONUMENTATION:** Pursuant to Idaho Code Section 50-1333, DEVELOPER may record the final plat of Subdivision if:
 - A. The exterior monuments have been set;
 - B. The Subdivision plat includes a certification by Surveyor that the interior monuments for Subdivision shall be set in accordance with Idaho Code Section 50-1303, on or before a specified date and the said interior monuments shall be referenced on the Subdivision plat with a unique symbol. The time for setting the interior monuments

shall not exceed one (1) calendar year from the date the Subdivision plat is recorded or as otherwise specified by written agreement with CITY; and

- C. DEVELOPER furnishes to CITY a cash deposit in the amount equal to one hundred twenty percent (120%) of the estimated cost of performing the work for the interior monumentation for Subdivision. The estimated cost of performing such work will be determined by the Surveyor.
4. DEVELOPER'S COVENANT. DEVELOPER agrees as follows:
 - A. To have installed, at DEVELOPER's expense, all interior monuments within the Subdivision, as required by Idaho law;
 - B. To have the interior monuments set by Surveyor, except as allowed otherwise under Section 7 of this Agreement;
 - C. To have installed all required interior monuments on or before the date specified on the Subdivision plat; and
 - D. To furnish CITY with a cash deposit in the amount of Three Thousand Two Hundred Sixty Four Dollars (\$3,264), which is equal to one hundred twenty percent (120%) of the Twenty Seven Hundred Twenty Dollars (\$2,720) estimated by Surveyor to set Subdivision interior monuments.
 5. CITY COVENANT. That upon the compliance of DEVELOPER with the terms and conditions of this Agreement, CITY shall advise the Latah County Recorder that the requirements of Idaho Code Sections 50-1331 through 50-1333 have been met and security in the amount of Three Thousand Two Hundred Sixty Four Dollars (\$3,264), has been deposited with CITY as required by Section 4. D. of this Agreement.
 6. RETURN OF DEPOSIT. If DEVELOPER pays Surveyor for performing the interior monumentation work and furnishes CITY with proof of such payment, CITY shall, within two (2) months after such notice, return the cash deposit upon a finding that such payment has been made, or CITY may, upon written request of DEVELOPER, pay Surveyor from moneys within a cash deposit held by CITY for such purpose, and return the excess amount of the cash deposit, if any, to DEVELOPER.
 7. FAILURE OF SURVEYOR TO PERFORM MONUMENTATION. In the event that the death, disability, retirement of Surveyor, or upon the failure of Surveyor to set such monuments in accordance with law, CITY may direct the County Surveyor in his or her official capacity, or may contract with an Idaho professional land surveyor in private practice, to set such monuments and reference such monuments for recording as provided in Idaho Code Sections 50-1331 through 50-1333. The fees of the County Surveyor or private surveyor shall be paid by DEVELOPER in accordance with the terms of this Agreement.

8. FAILURE OF DEVELOPER TO PAY FOR MONUMENTATION. In the event DEVELOPER fails or refuses to authorize the payment for interior monumentation, Surveyor may request payment from CITY, and upon inspection by CITY of such interior monumentation, CITY shall pay Surveyor from the proceeds of the cash deposit. Any costs associated with the installation of such monuments in excess of the security shall be borne by DEVELOPER.
9. TERM. This Agreement shall remain in effect until all monuments as described herein have been installed and accepted by CITY.
10. COVENANTS TO RUN WITH LAND. This Agreement shall run with the land and benefits and burdens herein described shall be binding on the parties, heirs, assigns and successors and interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

Developers

City of Moscow:

Jim Swift
Developer

Art Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

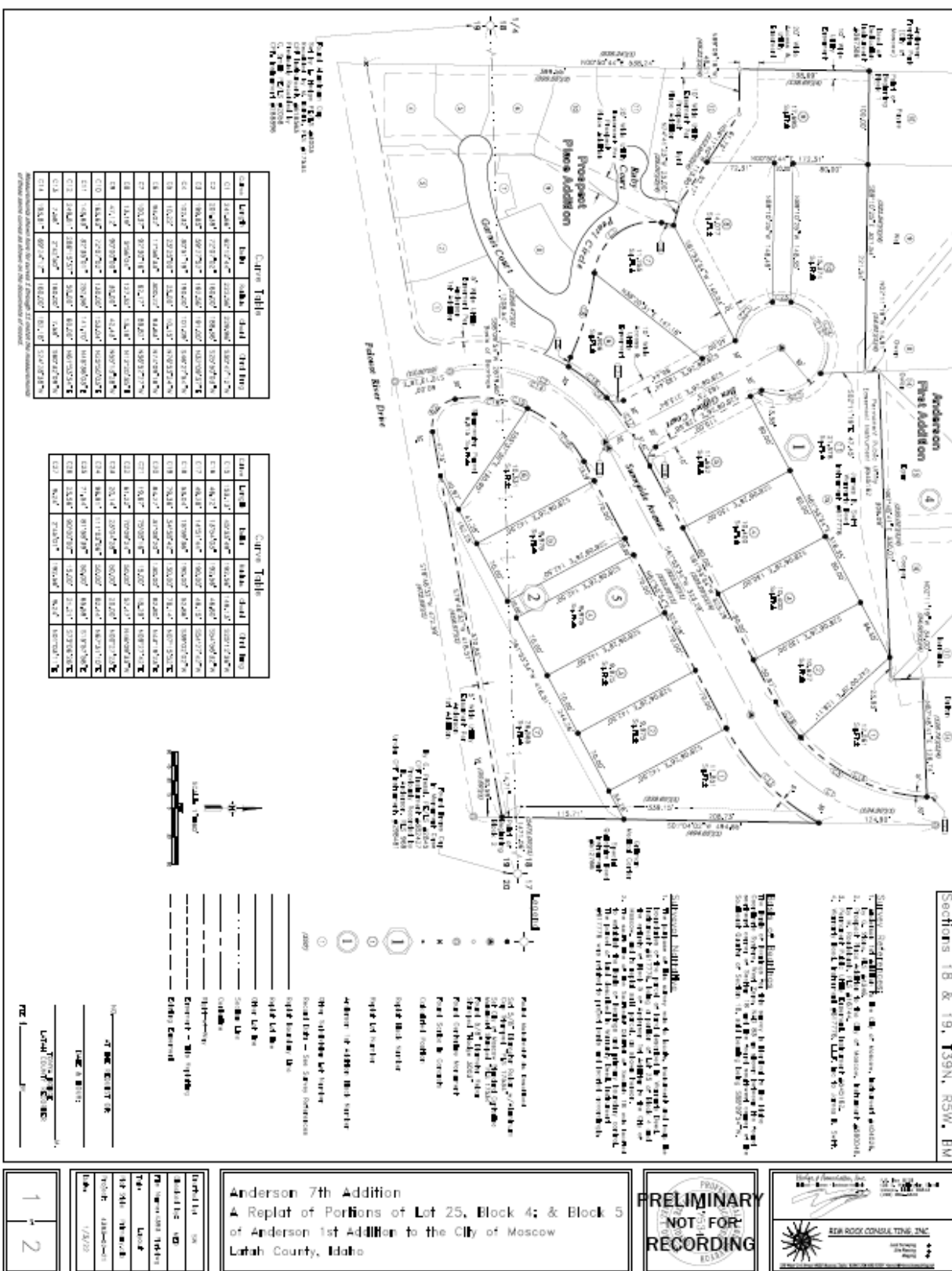
STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2022, before me, the undersigned, a Notary in and for said State, personally appeared Jim Swift, owner of the affected property.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC for the State of _____
Residing at _____
My Commission expires: _____

Attachment A



[illegible]

CITY COUNCIL STAFF REPORT

DATE: Tuesday, February 22, 2022



AGENDA ITEM TITLE

First Step Internet Paradise Pathway Fiber License Agreement - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, Deputy City
Supervisor - Community
Planning and Design

REVIEWED BY

This item was reviewed by the Public Works Finance Committee on
February 14 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The City was recently approached by representatives of First Step Internet who are working with the Whitepine School District to extend fiber optic service to the District's school facilities to provide high-speed internet access. First Step is seeking approval to install the underground conduit and fiber optic cable along the edge of the Paradise Path from the Alturas Drive crossing to the City's eastern city limit boundary just west of Carmichael Road. Staff has prepared a non-exclusive license agreement to allow the installation of the requested conduit and cable and, in exchange, First Step will provide the City with 1 fiber strand to the current, or future city limit boundary for the City's potential future use. The license agreement would have an initial term of 10 years, with a second 10-year renewal term. First Step would also be required to repair any damage to the pathway that may occur during the installation.

STAFF RECOMMENDATION

Approve the License Agreement with First Step Internet.

PROPOSED ACTIONS

ACTION: Approve the License Agreement with First Step Internet.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. First Step Fiber License Agreement 2022

**NON-EXCLUSIVE GRANT OF LICENSE
BETWEEN CITY OF MOSCOW, IDAHO AND
FIRST STEP INTERNET**

THIS NON-EXCLUSIVE GRANT OF LICENSE (hereinafter "License") is made this ____ day of _____, 2022, by and between the CITY OF MOSCOW, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter "GRANTOR") and FIRST STEP INTERNET, PO Box 9587, Moscow, Idaho 83843, a company of the State of Idaho (hereinafter "GRANTEE").

RECITALS

WHEREAS, GRANTOR holds ownership and reversionary rights to real property identified as abandoned railroad right-of-way between Styner Avenue and Carmichael Road in Moscow, Idaho (hereinafter "Property"), said rights described in Attachment "A" and hereto made a part of this License; and

WHEREAS, GRANTEE desires to install fiber optic cable and supporting equipment from Alturas Technology Park along said right-of-way in an easterly direction to the City limits located just west of Carmichael Road; and

WHEREAS, GRANTOR desires to grant such limited, non-exclusive licensed access for such purposes;

NOW, THEREFORE, in consideration of the recitals above which are incorporated into this License and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as described below:

TERMS AND CONDITIONS

1. **LICENSE:** GRANTOR hereby grants and conveys to GRANTEE for its contractor or subcontractors, agents, and assigns, subject to all the terms and conditions contained herein, a non-exclusive license to access Property for the purpose of installing, maintaining, replacing, or removing a two inch (2") conduit, fiber optic cable and equipment cabinet from the City's existing equipment cabinet located behind the Alturas Technology Park monument sign easterly to the City limits located west of Carmichael Road for the provision of telecommunications and information services, as depicted on Attachment B. The License does not constitute an estate, tenancy, or interest in real property. The License is a personal right granted to GRANTEE and is not transferable.
2. **NON-EXCLUSIVE RIGHT:** Anything in this instrument to the contrary notwithstanding, GRANTEE agrees to the following conditions:
 - a. The License herein granted is subject to all easements and encumbrances and is non-exclusive;

- b. All materials, equipment, and their related components for fiber optic cable existing at the time of this License or temporarily placed within the Property by GRANTEE, or GRANTEE's agents or contractors shall remain the personal property of the GRANTEE or GRANTEE's agents or contractors during the term of this License;
- c. GRANTEE shall not interfere with the property rights of GRANTOR as GRANTOR and its successors and assigns retain the right to full use of the Property except to the extent such GRANTOR uses preclude the limited permission for GRANTEE's ongoing maintenance of the fiber optic cable and its related access specifically authorized by this License;
- d. GRANTEE and GRANTEE's agents or contractors shall at all times safely utilize and maintain GRANTEE's personal property within the Property and GRANTEE shall comply with GRANTOR's security or safety standards when notified of such by GRANTOR; and
- e. GRANTEE shall provide GRANTOR with one (1) strand of dark fiber from the proposed equipment cabinet to the current and/or future City limits for potential future non-commercial public uses.
3. NOTICE: Any notice under this License shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the parties may from time-to-time direct in writing:
- | | |
|------------------|---------------------|
| GRANTOR: | GRANTEE: |
| City of Moscow | First Step Internet |
| PO Box 2603 | PO Box 9587 |
| Moscow, ID 83843 | Moscow, ID 83843 |
- Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.
4. INDEMNITY AND HOLD HARMLESS: GRANTEE agrees to indemnify, defend, and hold harmless GRANTOR and its officers, agents and employees from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of GRANTEE, GRANTEE's agents, employees, or representatives under this License. GRANTEE specifically agrees to indemnify, defend and hold harmless GRANTOR and its officers, agents and employees from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with interruptions of service and/or use of public right of way.
5. CONDITION OF PROPERTY: GRANTEE shall not alter, construct or cause to be altered or constructed any attachments or connections to City's existing equipment cabinet. GRANTEE shall promptly repair and restore, to its prior condition, GRANTOR's real property or improvements within the Property if damaged or disturbed by GRANTEE or GRANTEE's contractors, agents or subcontractors. This includes repair and/or restoration of

any damage to pathway, fixtures, furnishings, and/or shoulder grading. GRANTEE shall monitor for and perform any necessary noxious weed abatement necessary as a result of ground disturbance during the installation, maintenance and/or repair of fiber optic cable within the licensed right-of-way for a period of one (1) year from the time of any such disturbance. If GRANTEE or GRANTEE's contractors or subcontractors fail to repair and/or restore Property, then the GRANTOR, at its sole discretion, may restore Property that GRANTEE has disturbed and/or damaged, and GRANTEE shall reimburse GRANTOR for all reasonable costs associated therewith within thirty (30) days from receipt of an invoice. In the event restoration is not completed, the obligations of the GRANTEE to restore the condition of the Property or reimburse GRANTOR for all reasonable costs shall survive the termination of this License.

6. **ACCESS BY CITY.** CITY shall have the right to access the Licensed area at any reasonable time to examine the same and determine the maintenance and state of repair. CITY shall make its best efforts to minimize disruption of utilization of License.
7. **COMPLIANCE WITH ALL LAWS AND INDUSTRY STANDARDS:** GRANTEE agrees and shall require its agents, contractors and subcontractors to comply in all respects with all federal, state and local statutes, laws, ordinances, codes, regulations, and rules in connection with the use of the License and Property. In addition, with respect to the activities permitted by this License, GRANTEE agrees and shall require its agents, contractors and subcontractors to comply with all applicable industry standards pertaining thereto including but not limited to standards and regulations applicable to the access permitted.
8. **HAZARDOUS WASTE:** GRANTEE will not cause nor permit, by its agents, contractors, subcontractors, or otherwise, any activities on the Property that directly or indirectly result in the Property, or any other property, becoming contaminated with dangerous, hazardous or toxic waste or substances. The foregoing substances shall be stored and disposed of in accordance with all applicable federal, state and local regulations. For purposes of this License, the term "dangerous, hazardous or toxic waste or substances" means any substance or material defined or designated as a dangerous, hazardous or toxic waste, a dangerous, hazardous or toxic material, a dangerous, hazardous, toxic or radioactive substance, or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect, including, without limitation, a dangerous, hazardous or toxic substance or waste, as defined under Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; Superfund Amendments and Reauthorization Act, 42 U.S.C. Section 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Section 1802; and Resource Conservation and Recovery Act, 42 U.S.C. Section 9601 et seq.; and the regulations promulgated thereunder. GRANTEE shall be solely responsible for all costs and expenses relating to the clean-up of dangerous, hazardous or toxic waste or substances from the Property or from any other properties which become contaminated with dangerous, hazardous or toxic waste or substances as a result of GRANTEE's or GRANTEE's agent's, contractor's or subcontractor's activities on the Property. GRANTEE shall promptly supply GRANTOR with copies of any notices, reports, correspondence and submissions made by GRANTOR to the EPA, Idaho DEQ, the United States Occupational Safety and Health Administration or any other local, state or federal authority which requires submission of any information concerning environmental matters

or hazardous or toxic wastes or substances pursuant to any applicable federal, state or local laws. GRANTEE's financial responsibility for any costs and expenses required to clean-up dangerous, hazardous, or toxic waste or substance contamination of the Property (if such contamination is caused by the GRANTEE or GRANTEE's agents, contractors or subcontractors), shall survive the termination of this License.

9. **TERM:** This License shall become effective upon signature by GRANTOR and shall have an initial term of ten (10) years with an option to renew for one additional ten (10) year term. Termination of this License by GRANTOR shall be allowed upon no less than ninety (90) days written notice from GRANTOR to GRANTEE. Upon termination of License, GRANTEE shall remove all GRANTEE's personal property, unless surrender of fiber optic cable and equipment is requested or otherwise approved in writing by GRANTOR. If fiber optic cable and/or equipment is removed, GRANTEE shall repair or restore any damage or disturbance to Property caused by such removal. GRANTEE's obligations in Section 5 and 7 of this Lease shall survive termination in the manner described in those sections.
10. **FORCE MAJEURE:** If any portion of the Property is damaged or destroyed by causes arising out of, directly or indirectly, unforeseen circumstances including forces beyond GRANTOR's control, which includes without limitation accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or disasters, GRANTOR may, at GRANTOR's discretion, cause the same to be repaired and restored. If such damage is the result of the negligence of GRANTEE or its employees, agents, or subcontractors, GRANTOR shall repair and restore Property at GRANTEE's expense. If any portion of the Property is so damaged as to be unfit for use or occupancy, the obligations of GRANTEE shall be adjusted accordingly. If any portion of the public right of way is destroyed to the extent of fifty percent (50%) or more, GRANTOR may, at its option, terminate this License rather than restore the Property. GRANTOR shall not be responsible to GRANTEE for any costs or other damages of any nature, including losses associated with any interruptions of GRANTEE's business, resulting from any damage or destruction of the Property that may be caused, directly or indirectly, by a force majeure.
11. **GOVERNING LAW AND FORUM.** Any legal proceeding instituted between the Parties shall be in the courts of the County of Latah, state of Idaho, and each of the Parties agrees to submit to the jurisdiction of such courts. It is further agreed that this License shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.
12. **ASSIGNMENT OR SUBLETTING EXPRESSLY PROHIBITED:** GRANTEE shall not assign this License nor sublet the whole or any part thereof without the written consent of GRANTOR.
13. **DISCLAIMER OF WARRANTIES.** CITY makes no representations or warranties of any kind, either expressed or implied, including warranties of services and CITY system equipment, merchantability, and/or for fitness for a particular purpose, and assumes no obligation with respect to the enforcement of any manufacturers warranties and guarantees or merchantability. Verbal statements made by CITY employees, contractors, subcontractors, agents and designees

do not constitute warranties, shall not be relied on by GRANTEE, and are not part of the Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Grant to be executed.

GRANTOR: City of Moscow

GRANTEE: First Step Internet

By: Art Bettge, Mayor

Date

Attest:

Laurie M. Hopkins, City Clerk

Date

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

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

Attachment A

CERTIFIED COPY

I do hereby certify that the foregoing
is a true copy of the original document
on record in this office. Date this 11
day of January 20 03

Susan Petersen
Exofficio Auditor & Recorder
Latah County, Idaho

472111

QUITCLAIM DEED

Rita Smith Deputy
THIS QUITCLAIM DEED made this 11th day of January, 200 2, by Latah County,
a political subdivision of the State of Idaho, by and through the Board of Latah County Commissioners,
522 S. Adams, Moscow, Idaho, 83843, Grantor, for value received, does hereby convey, release, remise
and forever quit claim unto

THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION, Grantee

All of the Grantor's interest in the following property located in Latah County, Idaho:

ALL that portion of Burlington Northern Railroad Company's (formerly Northern Pacific
Railway Company) Lewiston Branch Line right-of-way, described as follows, to-wit:

BEGINNING at the center point of Section 17, Township 39 North, Range 5 West; thence
continuing in a Southerly direction along the said center section line approximately 275 feet;
thence continuing in a Southeasterly direction along the Main Branch Line for approximately 982
feet. This point is the TRUE POINT OF BEGINNING; thence the portion of said Railroad
Company's 100.0 foot wide Branch Line right-of-way, being 50.0 feet wide on each side of said
Main Track centerline upon, over and across in a Southeasterly direction the remainder thereof of
said Section 17, Township 39 North, Range 5 West;

EXCEPTING THEREFROM all that portion of said Railroad Company's Branch Line right-of-way as
conveyed by A&K Railroad Materials, Inc. in a deed dated June 26, 1997 to Urban Renewal Agency of
the City of Moscow, Idaho, more particularly described as follows:

A 110 foot portion of the former Burlington Northern Railroad Moscow to Arrow right-of-way lying
between Stations 4597+74.43 and 4598+84.43 and located in the northeast quarter of the southeast
quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, more
particularly described as follows:

Beginning at the southeast corner of said Section 17; thence N 0°7'50"W 1303.89 feet along the
east line of said Section 17 to the southerly boundary of said Burlington Northern Railroad right-
of-way; thence northwesterly 238.23 feet along said southerly right-of-way and along a curve
concave to the northeast, said curve having a radius of 1954.88 feet, a central angle of 6°58'56",
and a chord bearing N 71°24'14"W 238.08 feet to a point of tangency; thence continuing along
said southerly right-of-way N 67°57'46"W 302.72 feet to the TRUE POINT OF BEGINNING,
thence continuing along said southerly right-of-way N 67°57'46"W 110.00 feet; thence leaving
said right-of-way N 21°51'40"E 100.00 feet to a point on the northerly boundary of said railroad
right-of-way; thence S 67°57'46"E 110.0 feet along said northerly right-of-way; thence leaving
said northerly right-of-way S 21°51'40"W 100.0 feet to a point on the southerly railroad right-of-
way and the TRUE POINT OF BEGINNING. Said easement contains 11,000 square feet more
or less.

All that portion of said Railroad Company's 200.0 foot wide Branch Line right-of-way, being
100.0 foot wide on each side of said Main Track centerline upon, over and across the S ½ of
Section 16, Township 39 North, Range 5 West, bounded on the East and West by the East and
West lines of said Section 16.

Together with appurtenances.

Quitclaim Deed from Latah County

CERTIFIED COPY

IN CONSIDERATION THEREOF, the Grantee agrees to develop and construct upon said property a bicycle-pedestrian path within July 1, 2003 of the date of this Deed and at all times thereafter to maintain a bicycle-pedestrian path upon the property. In the event that Grantee fails to develop or maintain upon said property a bicycle-pedestrian path as provided, the ownership of the property shall revert to Latah County.

IT IS EXPRESSLY UNDERSTOOD AND AGREED between Grantor and Grantee that Grantor makes no representations, covenants, or warranty of any kind whatsoever. By this instrument, the parties intend that Grantor release to Grantee whatever interest Grantor may have in the above property, if any.

IN WITNESS WHEREOF, Grantor(s) and Grantee(s) have hereunto set their hands on the 16th day of December, 2002.

GRANTOR:
BOARD OF LATAH COUNTY COMMISSIONERS

By: Paul J. Kimmell
Paul J. Kimmell, Chair

ATTEST:

Susan R. Petersen
Susan R. Petersen, Latah County Clerk
(2-16-2002)

STATE OF IDAHO)
) ss.
County of Latah)

On this 16th day of December, 2002, before me a Notary Public, personally appeared Paul J. Kimmell, known to me to be the Chair of the Board of County Commissioners of Latah County, and acknowledged to me that Latah County executed the same.



Rachel E. Hausch
NOTARY PUBLIC, in and for the State of Idaho
Residing at Moscow
My Commission Expires: 9-7-2005

GRANTEE:
CITY OF MOSCOW

By: Marshall H. Comstock
Marshall H. Comstock, Mayor

ATTEST:

Christine Bainbridge
Christine Bainbridge, City Clerk

STATE OF IDAHO)
) ss.
County of Latah)

On this 18th day of December, 2002, before me a Notary Public, personally appeared Marshall H. Comstock, known to me to be the Mayor of the City of Moscow, and acknowledged to me that City of Moscow executed the same.



Stephanie Kalasz
NOTARY PUBLIC, in and for the State of Idaho
Residing at Moscow
My Commission Expires: 5/24/05

NO. 472111

AT THE REQUEST OF:

City of Moscow

DATE & HOUR:

11/16/03 11:33 AM

SUSAN PETERSEN

LATAH COUNTY RECORDER

FEE \$ 8 BY Almuth

POB 9203 Moscow, Id 83843 deputy

REAL ESTATE DONATION AGREEMENT BETWEEN
CITY OF MOSCOW, IDAHO AND LATAH COUNTY, IDAHO

THIS AGREEMENT is entered into this 16th day of December, 2002, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho (hereinafter referred to as "CITY"), and Latah County, Idaho, a political subdivision of the State of Idaho (hereinafter referred to as "COUNTY") for the purpose of donating real property to City of Moscow, Idaho for use as a pedestrian/bicycle path.

WITNESSETH:

WHEREAS, COUNTY is record owner of property generally described as abandoned railroad right-of-way between Styner Avenue and Carmichael Road and more particularly described in Attachment A hereto (hereinafter referred to as "PROPERTY") within COUNTY; and

WHEREAS, COUNTY wishes to see PROPERTY developed as a pedestrian/bicycle path for the use of all COUNTY residents and the public in general; and

WHEREAS, CITY desires to develop such PROPERTY as a pedestrian/bicycle path for use of all COUNTY and CITY residents and the public in general; and

WHEREAS, COUNTY believes it to be in the best interest of the public to donate by Quitclaim deed PROPERTY to CITY for purposes of CITY's development of PROPERTY as a pedestrian/bicycle path; and

WHEREAS, Idaho Code § 67 2322 allows for conveyance or transfer of property to be made without consideration or payment when it is in the best interest of the public in the judgment of the governing body of the granting unit (in this case COUNTY); and

WHEREAS, CITY wishes to receive such PROPERTY for the purpose of developing it as a pedestrian/bicycle path;

NOW, THEREFORE, CITY and COUNTY hereby agree as follows:

I. COUNTY shall transfer permanently to CITY, PROPERTY for purposes of the development of such PROPERTY as a pedestrian/bicycle path. PROPERTY shall transfer to CITY by Quitclaim and without consideration or payment to CITY.

II. CITY shall do the following:

CITY shall receive PROPERTY from COUNTY on a permanent basis through Quitclaim for the specific purposes of developing and preserving such PROPERTY as a pedestrian/bicycle path. CITY shall make its best effort to ensure that PROPERTY be used as a pedestrian/bicycle path in perpetuity.

472109

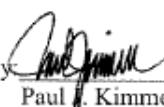
IN WITNESS WHEREOF, the parties caused this AGREEMENT to be executed to be effective the day and year first set forth above.

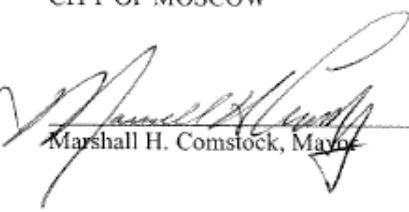
THIS AGREEMENT was approved by the Moscow City Council at their regular meeting on the 16th day of December, 2002.

THIS AGREEMENT was approved by the Latah County Commissioners at their regular meeting on the 16th day of December, 2002.

LATAH COUNTY:
BOARD OF LATAH COUNTY COMMISSIONERS

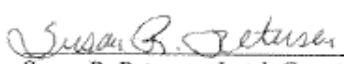
CITY OF MOSCOW

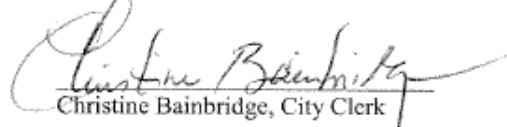
By 
Paul J. Kimmell, Chair


Marshall H. Comstock, Mayor

ATTEST:

ATTEST:

 12-16-2002
Susan R. Petersen, Latah County Clerk


Christine Bainbridge, City Clerk

\\Chris Bainbridge\\Agreements & Contracts\\Real Estate Donation Agreement County City Trail.doc

Real Estate Donation Agreement Between County and City

Page 2 of 3

ATTACHMENT 'A'

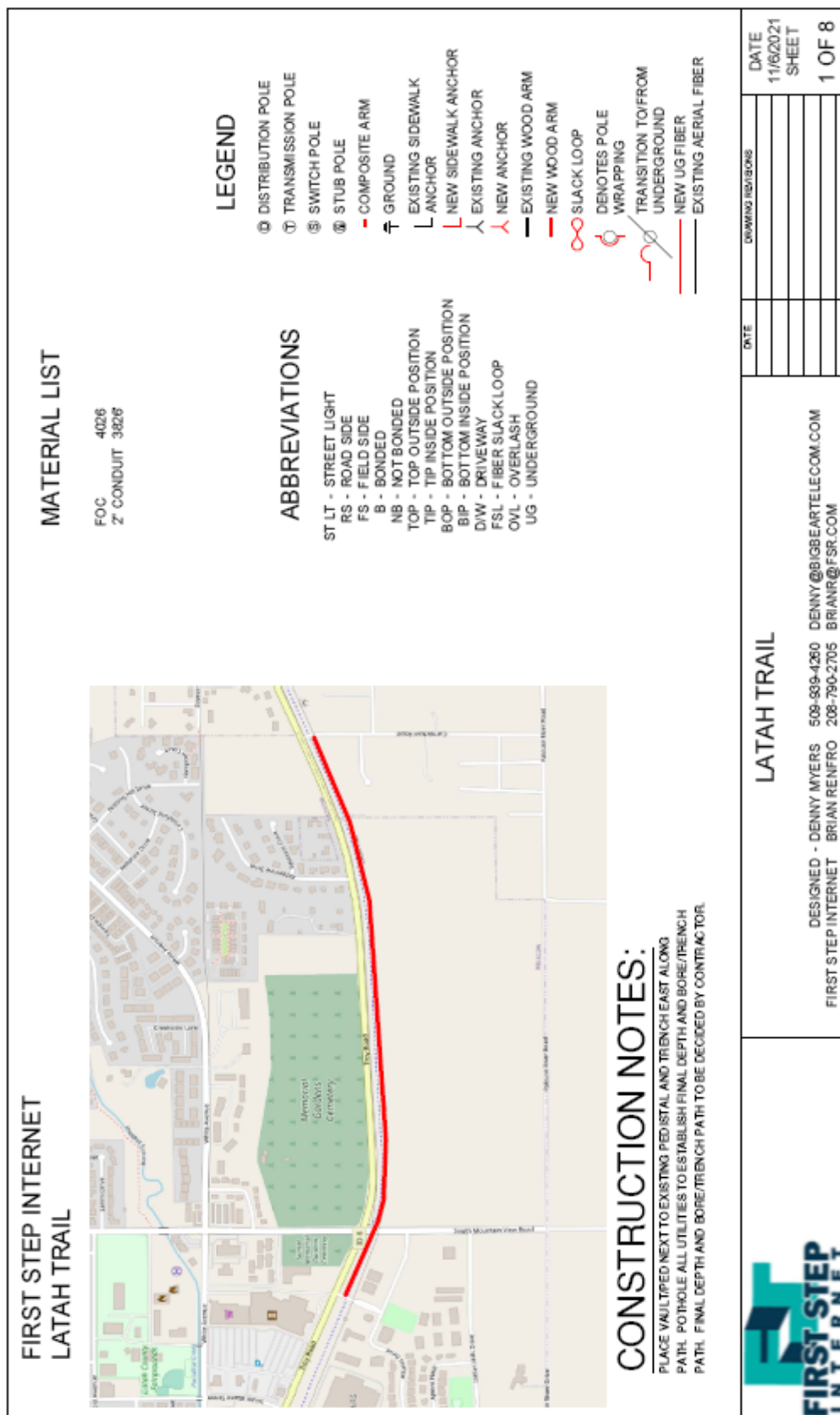
ALL that portion of Burlington Northern Railroad Company's (formerly Northern Pacific Railway Company) Lewiston Branch Line right-of-way, described as follows, to-wit:

BEGINNING at the center point of Section 17, Township 39 North, Range 5 West; thence continuing in a Southerly direction along the said center section line approximately 275 feet; thence continuing in a Southeasterly direction along the Main Branch Line for approximately 982 feet. This point is the TRUE POINT OF BEGINNING; thence the portion of said Railroad Company's 100.0 foot wide Branch Line right-of-way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across in a Southeasterly direction the remainder thereof of said Section 17, Township 39 North, Range 5 West;

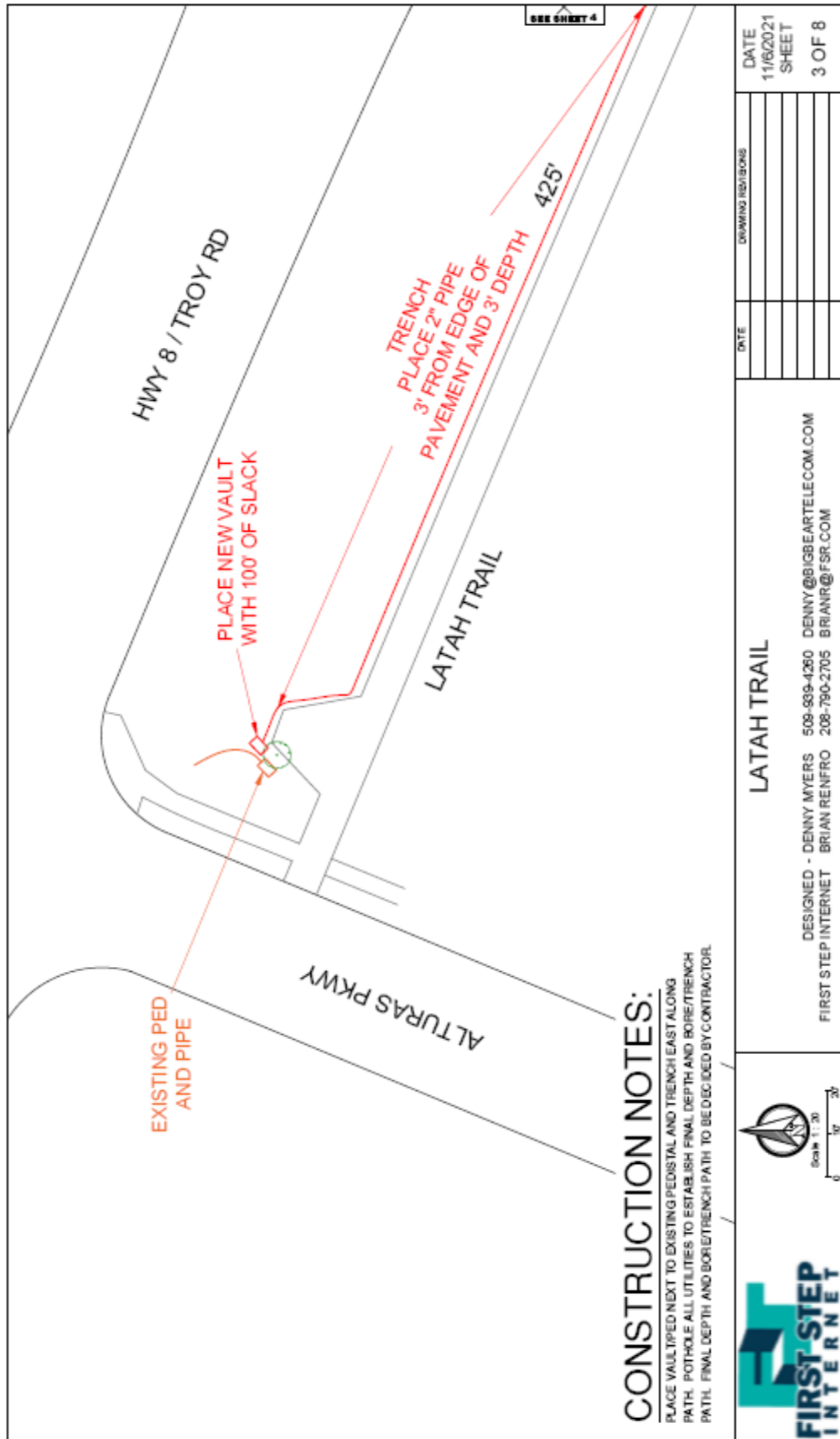
472109
NO. _____
AT THE REQUEST OF: City of Moscow
DATE & HOUR: 11/6/03 11:33 AM
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE: 10 BY: N. Smith
P.O. BOX 9203 deputy
Moscow, Id 83843

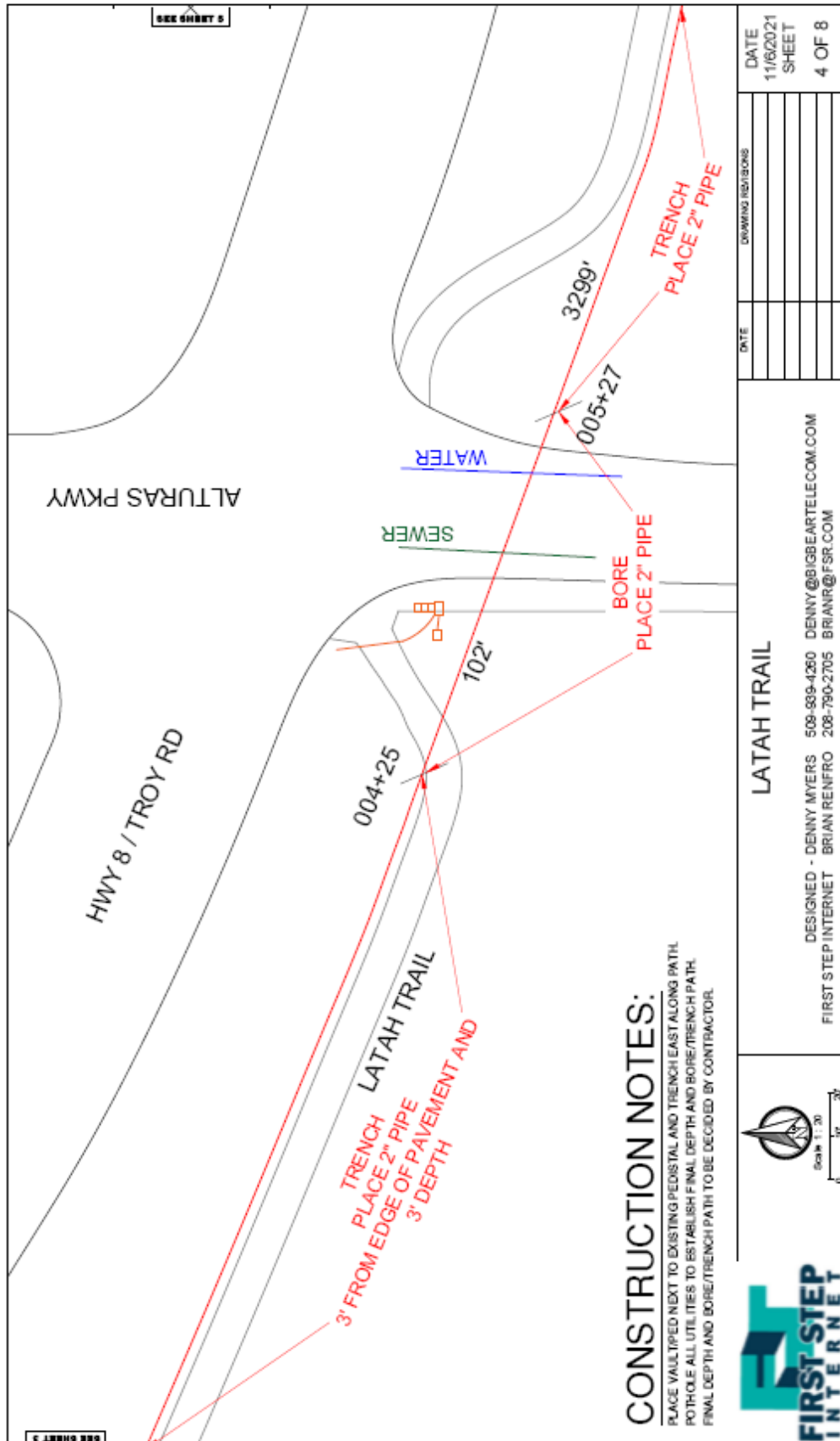
Real Estate Donation Agreement Between County and City

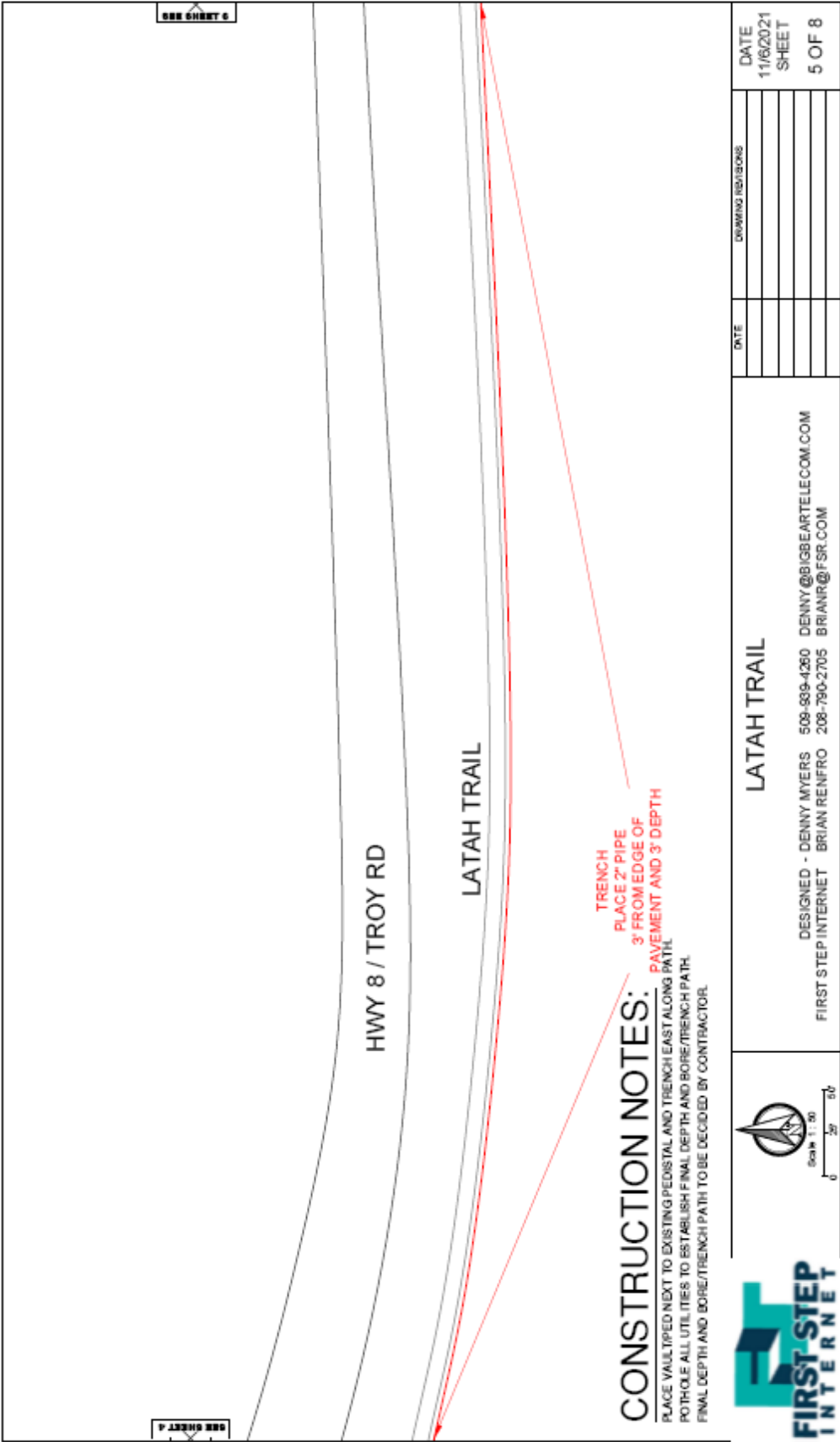
Page 3 of 3

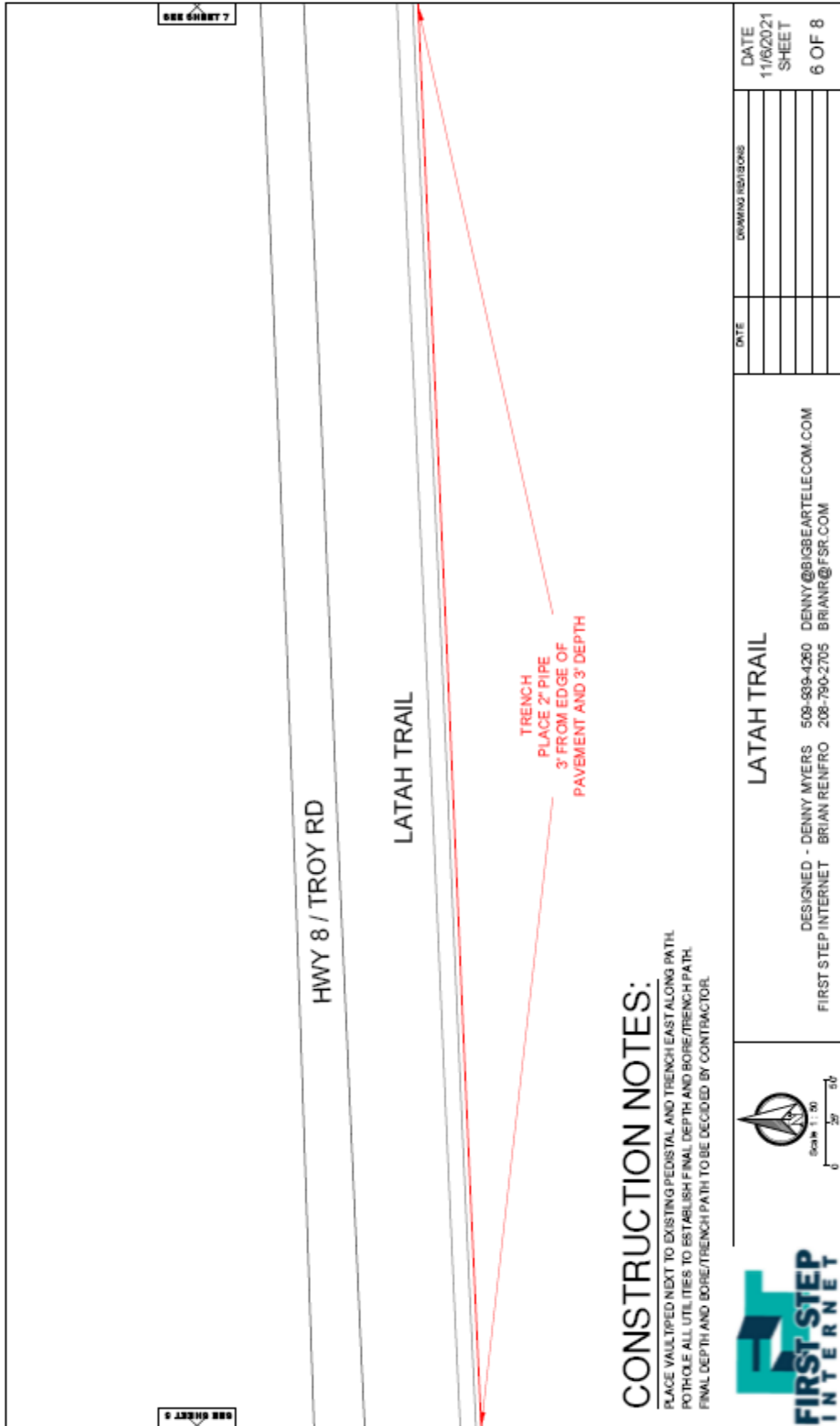


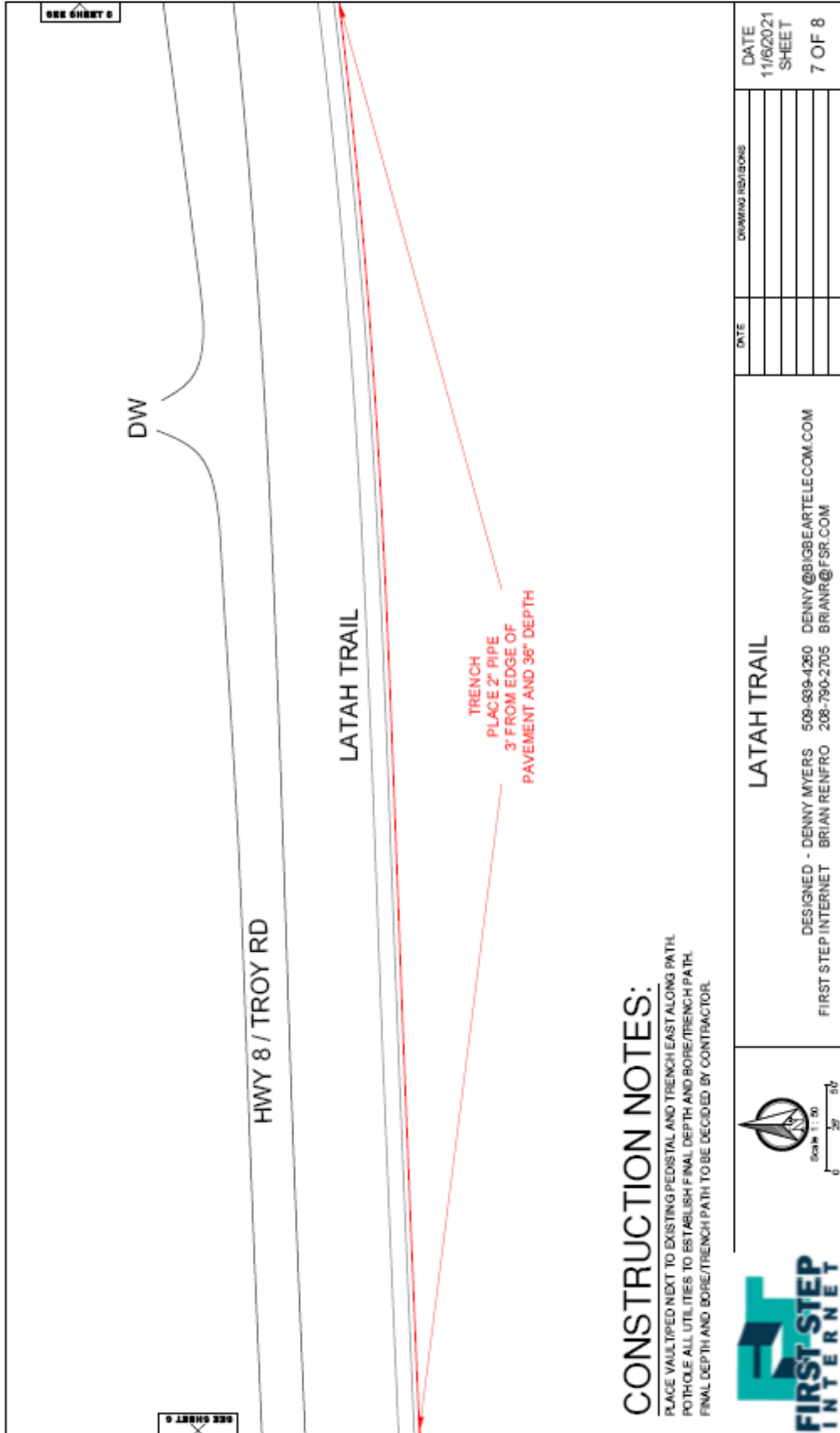
GENERAL CONSTRUCTION NOTES RESTORATION: ALL GROUND/RIGHT OF WAY JOBS WILL BE RESTORED TO ORIGINAL CONDITION, OR BETTER. ALL BUILDING ENTRIES WILL BE SEALED AND COMPLETED TO CUSTOMER'S SATISFACTION. BURIED FIBER OPTIC WARNING SIGNS SHALL BE PLACED AT EACH SIDE OF ALL ROAD CROSSING, CULVERTS, AND DITCHES AND IN A STRAIGHT RUNNING LINE WITH THE FIBER OPTIC CABLE. NO GRATER THEN 500' IN SEPARATION. APPROVED DRAWINGS: CONTRACTOR WILL HAVE ON JOB SITE THE APPROVED, STAMPED DRAWINGS FROM THE UTILITY, AND/OR FROM THE OSP MANAGER. PERMITS: CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS EXCEPT FOR STATE HWY, RAILROAD OR WATER CROSSING PERMITS, OR WHAT OTHER IS AGREED UPON, AND WILL COMPLY WITH ALL RULES AND REGULATIONS ASKED FOR BY THESE AGENCIES. CONSTRUCTION: CONTRACTOR/OSP MANAGER WILL COORDINATE AND NOTIFY 24 HRS PRIOR TO CONSTRUCTION BUILDING OWNERS OR TENANTS. TO GET ACCESS WITH WORK START TIMES TO BUILDING MANAGEMENT. WARNING TAPE 1' ABOVE AND TRACER WIRE IN ALL UG CONDUITS. SEAL ALL RISERS AND BUILDING ENTRIES. FOLLOW ALL NESC RULES AND CONSTRUCTION GUIDELINES. FIBER OPTIC PLACEMENT: NOTIFY OSP MANAGER IF ANY CHANGES TO DRAWINGS NEED TO BE PERFORMED. DO NOT MAKE RANDOM CHANGES WITHOUT PERMISSION FROM THE OSP MANAGER. SLACK STORAGE AND VAULT PLACEMENTS HAVE BEEN ENGINEERED WITH SEVERAL FACTORS IN MIND AND IF NEED TO BE MOVED THEY NEED TO BE STUDIED FOR LOADING AND OTHER REASONS. VAULTS: ALL FIBER SHALL BE MARKED AS TO THE DIRECTION IN EACH VAULT. RED-NORTH, GREEN-SOUTH, YELLOW-EAST, AND BLUE-WEST. LOCATES: CONTRACTOR IS RESPONSIBLE FOR CALLING OF LOCATES AND IS RESPONSIBLE FOR REPAIR AND RESTORATION. TAGGING AND RECORDING: RECORD SEQUENTIAL #'S AT ALL ATTACHMENTS AND ID TAG ALL ATTACHMENTS. RETURN AS-BUILT DRAWINGS TO OSP MANAGER IN A TIMELY MANNER. SLACK STORAGE: 100' IN VAULTS WHERE THERE IS ROOM FROM. 200' AERIAL SLACK AND 50' IN ALL TELECO DEMARKS. FILL OLD HOLES IN POLES. BOND TO ALL UTILITY MGN'S ALWAYS CALL FOR LOCATES Know what's below. Call before you dig.	LATAH TRAIL DESIGNED - DENNY MYERS 509-939-4260 DENNY@BIGBEARTELECOM.COM FIRST STEP INTERNET BRIAN RENFRO 208-790-2705 BRIANR@FSR.COM <table border="1"> <tr> <th>DATE</th> <th>DRAWING REVISIONS</th> </tr> <tr> <td>11/6/2021</td> <td></td> </tr> <tr> <td>SHEET</td> <td></td> </tr> <tr> <td>2 OF 8</td> <td></td> </tr> </table>	DATE	DRAWING REVISIONS	11/6/2021		SHEET		2 OF 8	
DATE	DRAWING REVISIONS								
11/6/2021									
SHEET									
2 OF 8									

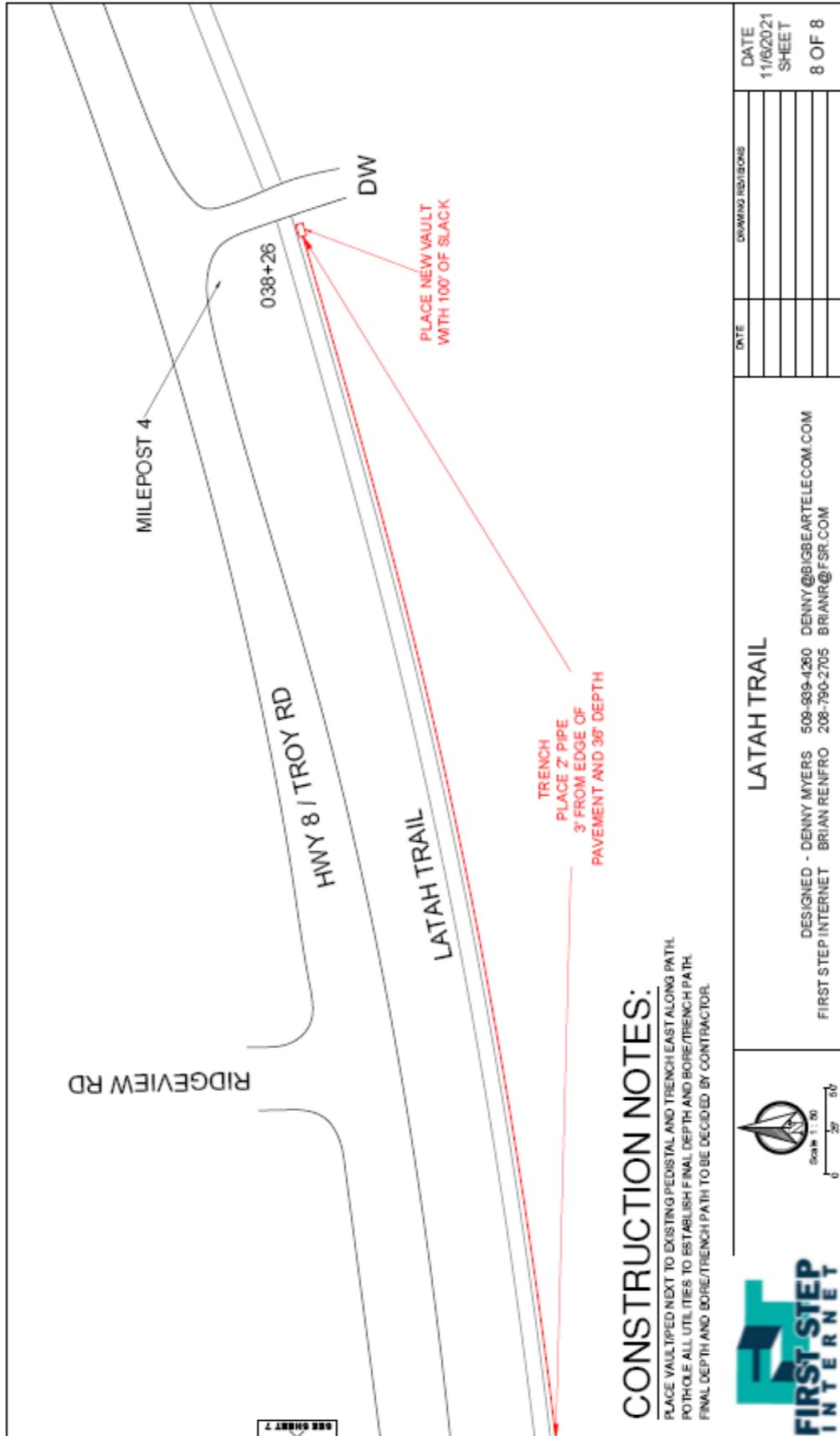












CITY COUNCIL STAFF REPORT

DATE: Tuesday, February 22, 2022



AGENDA ITEM TITLE

Anderson 7th Addition Final Plat - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD
Director/Planning Manager

REVIEWED BY

Planning and Zoning Commission and Public Works/Finance
Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

On June 21, 2021, Moscow City Council approved the Anderson 7th Addition preliminary plat with three conditions. On January 5, 2022, the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on January 26, 2022 and recommended approval to City Council. This item was reviewed by the Public Works/Finance Committee on February 14, 2022 and recommended for approval.

STAFF RECOMMENDATION

Approval of the Anderson 7th Addition Final Plat.

PROPOSED ACTIONS

ACTION: Approve the Anderson 7th Addition Final Plat.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Council Final Plat Memo
2. Packet
3. Council Minutes and RCS

Memo

To: City Council
From: Mike Ray, AICP - Planning Manager
Date: February 2, 2022
Re: Anderson 7th Addition Final Plat Review

The Planning & Zoning Commission conducted a public hearing on May 26, 2021 to consider the request of Jim Swift for a preliminary subdivision plat for a 5.88-acre area of land located at 2075 Sunnyside Ave and 706 W Palouse River Drive, referred to as Anderson 7th Addition. After considering public testimony and the relevant criteria and standards, the Planning and Zoning Commission recommended approval of the preliminary subdivision plat with the following three conditions:

1. Lot 7, Block 5 shall be converted to a flag lot with the flagpole portion providing direct access to Sunnyside Avenue and no vehicular access shall be permitted from Palouse River Drive;
2. Street frontage improvements shall be required on the north side of Palouse River Drive adjacent to the subject property to include installation of curbing, sidewalk and roadway widening to improve Palouse River Drive to thirty-four (34) feet in width; and
3. The pedestrian pathway connecting Cloudy Court with Anderson Frontier Park shall be increased to ten (10) feet in width.

City Council then conducted a public hearing on June 21, 2021 and approved the Anderson 7th Addition with the same three conditions.

On January 5, 2022 the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. Staff has reviewed the final plat for conformance with City and State Code requirements and found it to be in conformance. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on January 26, 2022 and recommended approval to City Council.



**CITY OF MOSCOW
COMMUNITY DEVELOPMENT**
Ph.: 208-883-7035
Fax: 208-883-7033
504 S. Washington Street
jfleischman@ci.moscow.id.us



For City Use Only			
Date Received		01/05/22	
Dept	Fee Type	Fees	Paid
CDV	Application Fee	\$445.00 plus \$27.00/lot	01/05/22
Receipt Number		WP2022-0001	

APPLICATION FOR FINAL SUBDIVISION PLAT

APPLICANT:

Name: Jim Swift Telephone: 208-301-0447
Complete Address: 1290 Indian Hills Dr Moscow ID 83843
E-Mail: _____ Fax: _____

OWNER: (if other than applicant)

Name: _____ Telephone: _____
Complete Address: _____
E-Mail: _____ Fax: _____

ENGINEER/SURVEYOR:

Name: Scott Becker, PE Telephone: 208-882-3520
Complete Address: 405 S Washington
E-Mail: scottbecker@moscow.com Fax: _____

Primary point of contact (select one): Applicant _____ Owner _____ Engineer/Surveyor X

PROPERTY:

- Proposed Subdivision Name: Anderson Addition 7
- Address(as) or Parcel Number(s): Parcel #RPM0025004025B and RPM00250050010
- Gross area of all land involved: 5.89 acres, and/or _____ sq.
- Total Net Area of land area exclusive of proposed or existing public street and other public lands:
5.36 acres, and/or _____ square feet.
- Total number of lots: 18 Average lot size: 12,971 SF

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY

Oversizing of utilities will not be eligible for reimbursement from the City unless a written request is submitted to the City Engineer prior to approval of the project construction drawings and a written approval of such request is issued by the City Engineer.

FINAL PLAT CHECKLIST:

All Final plats, including the legal description of the exterior boundary, shall be prepared in accordance with the Idaho Code. Final plats shall be drawn to a scale no larger than 1"=100' unless pre-approved by the city engineer. The final plat drawing shall not be substantially different than the approved preliminary plat for the subdivision and shall contain the following information:

- ✓ 1. Name of subdivision and its location by section, township, range, and county, with drawing scale, date of submission, and north arrow.
- ✓ 2. Name, address, phone number, registration number and seal of the professional land surveyor preparing the plat, and name of subdivider and owners of property being platted.
- ✓ 3. Boundary lines of property being platted including bearings, distances and curve data based on an accurate survey in the field closing within the tolerances prescribed by Idaho Code; lines of departure and owners of unplatted adjoining property; and lots, blocks and names of adjoining subdivisions. Adjoining subdivision lots shall be shown with dashed lines.
- ✓ 4. Names and widths of all proposed streets; bearings, distances, and curve data of all street centerlines; location, width, purpose, and dimensions of easements; location and description of all property being dedicated for public use. All curves shall be described by central angle, radius, arc length, and chord bearing and distance.
- ✓ 5. Location, name, and widths of adjacent street rights-of-way, the location and width of adjacent public easements, and the location and purpose of any adjacent property previously dedicated for public use.
- ✓ 6. Lots and blocks with lots numbered consecutively within each block; bearings, distances, and curve data for each lot; the square footage of lots less than one acre in size or acreage of lots one acre or greater. Blocks shall be labeled consecutively. All curves shall be described by central angle, radius, arc length, and chord bearing and distance.
- ✓ 7. Location and description of all monuments, including found monuments. If interior monuments are not set at the time the plat is recorded (as allowed by Idaho Code), include a statement indicating the date which they shall be set. Said date shall be approved by the City Engineer.
- ✓ 8. Basis of bearing used to determine bearings shown on plat.
- ✓ 9. Point of beginning of the subdivision with ties to the point of beginning from a minimum of two established corners of the Public Land Survey System (PLSS) in one or more of the sections containing the subdivision. List the recording numbers of the corner perpetuation and filing forms of the PLSS monuments. List horizontal coordinates for each PLSS monument and the point of beginning based on the Idaho Coordinate System West Zone. All coordinates values shall be grid coordinates based on the North American Datum of 1983 (NAD83) and specified as such.
- ✓ 10. Street centerline monuments at each intersection, point of curvature, and point of tangency. Street monuments shall be constructed in accordance with City of Moscow standard specifications for street monuments. All other monuments shall be as prescribed by Idaho Code.
- ✓ 11. Signed certificate by the owners of the land containing a correct legal description of the land, with the statement containing their intentions to include the same in the plat, and make a dedication of all public rights-of-way, easements, and parkland. The owners' signatures upon the certificate shall be notarized upon the plat by an officer duly authorized to take acknowledgements. If the property being mortgaged, the signature of the mortgagee's representative is also required.

- ☒ 12. Signed certificate by the land surveyor, stating that the plat is correct and accurate, the land survey of the platted property was performed by him/her or under his/her direct supervision, the monuments indicated on the plat have been located as described, and the surveying and platting was done in accordance with Idaho Code. The statement shall be accompanied by the seal of the registered professional land surveyor, signed and dated. The surveyor shall in every case have a valid certificate of registration with the Idaho Board of Registration of Professional Engineers and Professional Land Surveyors.
- ☒ 13. Signed certificate by the City of Moscow Planning and Zoning Commission with date of approval.
- ☒ 14. Certificate stating that the City Council has approved the plat and accepts all public dedications as shown thereon. The certificate shall be signed by the Mayor and attested to by the City Clerk.
- ☒ 15. Certificate by the City Engineer that the plat conforms to the requirements of Title 50, Chapter 13, Idaho Code, and with the requirements of this chapter.
- ☒ 16. Signed certification by the subdivider stating the City of Moscow has agreed in writing to supply water to all the lots in the subdivision from the municipal water system.
- ☒ 17. Certificate signed and sealed by the Latah County Surveyor stating the plat and computations have been checked and the plat meets the requirements of Title 50, Chapter 13, Idaho Code.
- ☒ 18. Certificate of satisfaction of the sanitary restrictions, to be endorsed by the Latah County Recorder at the time of filing if the sanitary restrictions have been satisfied according to Idaho Code, Section 50-1326.
- ☒ 19. Certificate that taxes have been paid to date on the property to be signed by the Latah County Treasurer at the time of filing.
- ☒ 20. Certificate of recording, to be signed by the Latah County Recorder at the time of filing.

SUBMITTAL:

A Subdivision application is made by submitting the following information to the Community Development Department:

- Completed application.
- Payment of application fees.
- One full-sized Preliminary Plat Map and one electronic copy.

I understand this information is a public record and may be posted to a public website.

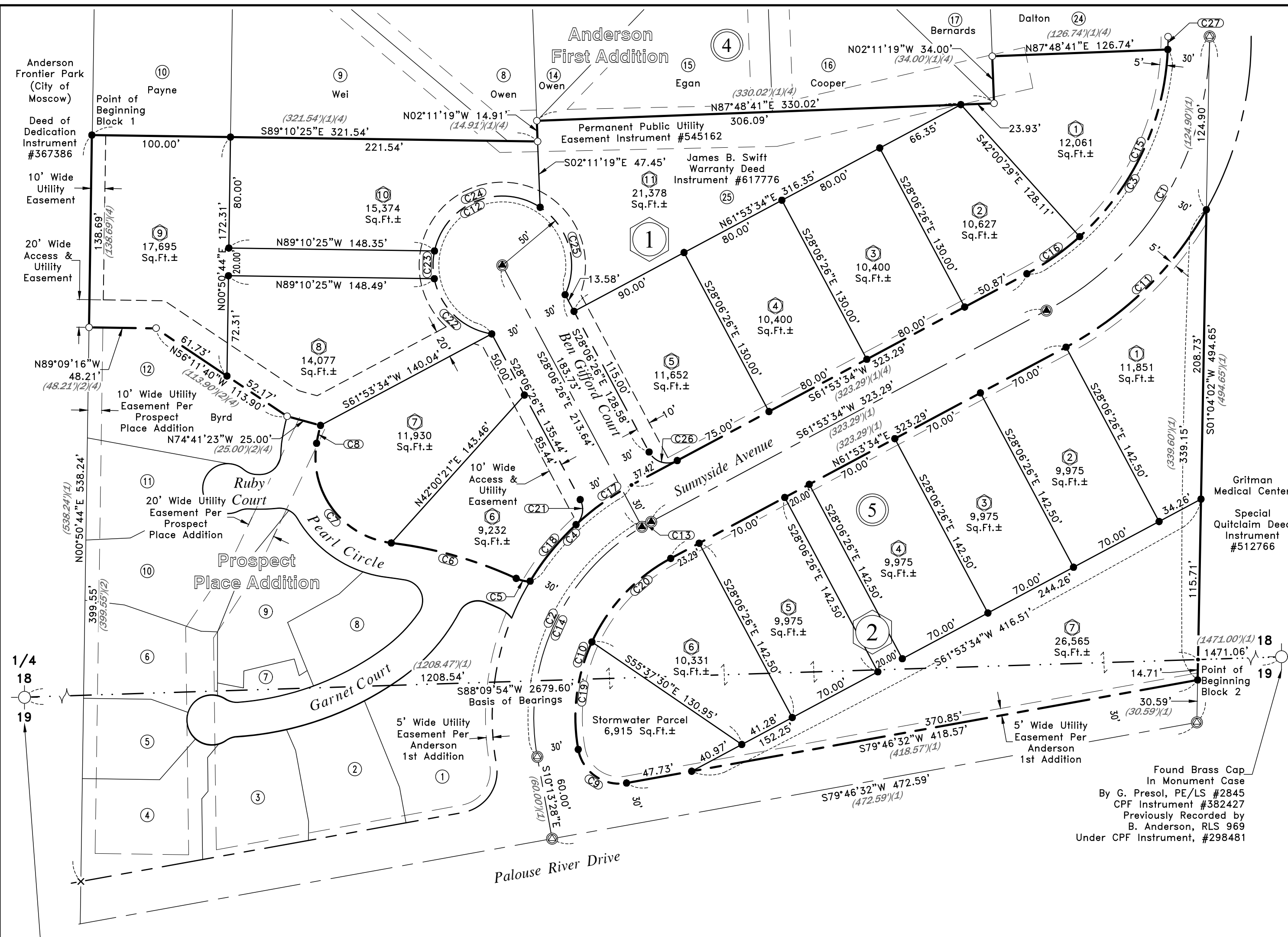
James B. Smith
Applicant's Signature

1-4-22
Date

Property Owner's Signature (if different)

Date

Sections 18 & 19, T39N, R5W, BM



- Survey References:**
1. Anderson 1st Addition to the City of Moscow, Instrument #404026, by G. Stone, PLS #4346.
 2. Prospect Place Addition to the City of Moscow, Instrument #580048, by M. Roubesh, PLS #16744.
 3. Permanent Public Utility Easement, Instrument #545162.
 4. Warranty Deed, Instrument #617776, L.L.F. Inc to James B. Swift.

Basis of Bearings
The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found southeast corner of Section 18 and the found southwest corner of the Southeast Quarter of Section 18, said bearing being S88°09'54"W.

- Surveyor Narrative**
1. The purpose of this survey was to locate, monument and map the boundaries of the parcel of land described in Warranty Deed, Instrument #617776, being a portion of Lot 25 of Block 4 and the entirety of Block 5 of Anderson 1st Addition to the City of Moscow, and to replat said parcel, as shown hereon.
 2. The south line of the Southeast Quarter of Section 18 was located to establish the Basis of Bearings and primary boundary control. The parcel of land described in Warranty Deed, Instrument #617776 was rotated to project basis and located accordingly.

Legend

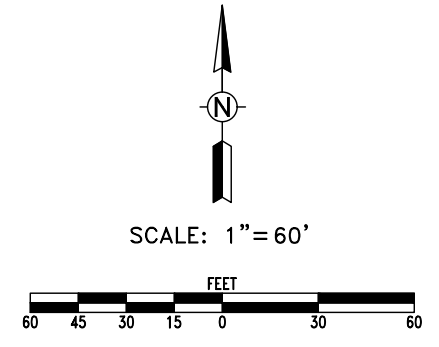
- Found Monument as Described
- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- Set City of Moscow Standard Centerline Monument Stamped "PLS 17534"
- Found 5/8" Diameter Rebar Stamped "Hodge 3003"
- Found Centerline Monument
- Found Scribe in Concrete
- Calculated Position
- Replat Block Number
- Replat Lot Number
- Anderson 1st Addition Block Number
- Other Subdivision Lot Number
- Record Data - See Survey References
- Replat Boundary Line
- Replat Lot line
- Other Lot line
- Section Line
- Centerline
- Right-of-Way
- Easement - This Replatting
- Existing Easement

Found Aluminum Cap
Set by L. Hodge PE/LS #3003
Recorded by M. Dahlin, PLS #17534
CPF Instrument, #618563
Previously Recorded by
C. Smith PE/LS #2058
CPF, Instrument #288896

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	241.66'	62°12'44"	222.56'	229.96'	S30°47'12"W
C2	201.39'	72°07'02"	160.00'	188.36'	S25°50'03"W
C3	199.85'	59°27'52"	192.56'	191.00'	N32°09'37"E
C4	102.32'	30°51'19"	190.00'	101.09'	S46°27'54"W
C5	10.22'	23°25'00"	25.00'	10.15'	N76°53'24"W
C6	94.02'	17°56'33"	300.22'	93.63'	N74°09'18"W
C7	100.37'	92°30'16"	62.17'	89.82'	N36°52'27"W
C8	13.19'	5°56'04"	127.32'	13.18'	N12°20'35"E
C9	47.12'	90°00'00"	30.00'	42.43'	N55°13'28"W
C10	163.63'	72°07'02"	130.00'	153.04'	N25°50'03"E
C11	143.63'	32°35'01"	252.56'	141.70'	N45°36'03"E
C12	249.81'	286°15'37"	50.00'	60.00'	N61°53'34"E
C13	7.58'	2°42'50"	160.00'	7.58'	S60°32'09"W
C14	193.81'	69°24'12"	160.00'	182.18'	S24°28'38"W

Measurements shown here for curves 1 through 11 match the measurements of these same curves as shown on the documents of record.

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C15	153.13'	45°33'49"	192.56'	149.13'	S25°12'36"W
C16	46.72'	13°54'03"	192.56'	46.60'	S54°56'32"W
C17	49.28'	14°51'44"	190.00'	49.15'	S54°27'42"W
C18	53.04'	15°59'36"	190.00'	52.86'	S39°02'02"W
C19	79.36'	34°58'42"	130.00'	78.14'	N07°15'52"E
C20	84.27'	37°08'20"	130.00'	82.80'	N43°19'23"E
C21	19.67'	75°08'16"	15.00'	18.29'	N09°27'42"E
C22	61.22'	70°09'24"	50.00'	57.47'	N46°09'33"W
C23	20.14'	23°04'28"	50.00'	20.00'	N00°27'23"E
C24	96.91'	111°03'06"	50.00'	82.44'	N67°31'10"E
C25	71.54'	81°58'39"	50.00'	65.59'	S15°57'58"E
C26	23.56'	90°00'00"	15.00'	21.21'	S73°06'26"E
C27	9.24'	2°45'01"	192.56'	9.24'	N01°03'11"E



P.O. Box 8728
405 S. Washington Street
Moscow, ID 83843
(208) 882-3526

RIM ROCK CONSULTING, INC.

Lead Surveying
Site Mapping

PRELIMINARY

PROFESSIONAL LAND SURVEYOR
STATE OF IDAHO
17534
J. B. DODGE

NOT FOR RECORDING

Anderson 7th Addition
A Replat of Portions of Lot 25, Block 4; & Block 5
of Anderson 1st Addition to the City of Moscow
Latah County, Idaho

Drafted by: SW

Checked by: MED

File Name: 4393 Plat.dwg

Tab: Layout

Plot Style Primary.ctb

Project: 4393-02-21

Date: 2/2/22

LEGAL DESCRIPTION

A parcel of land, being a portion of Lot 25 of Block 4 of Anderson 1st Addition to the City of Moscow, located in the Southwest Quarter of the Southeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the northwest corner of Lot 25, Block 4 of Anderson 1st Addition to the City of Moscow, Instrument #404026, Latah County Records;
Thence along the north boundary of said Lot 25, the following five courses:
S89°10'25"E, 321.54 feet;
Thence N02°11'19"W, 14.91 feet;
Thence N87°48'41"E, 330.02 feet;
Thence N02°11'19"W, 34.00 feet;
Thence N87°48'41"E, 126.74 feet, to a point on the northwest right-of-way line of Sunnyside Avenue;
Thence along said northwest right-of-way line the following three courses;
199.85 feet along a non-tangent curve to the right, said curve having a Delta = 59°27'52",
Radius = 192.56 feet, Chord = 191.00 feet and a Chord Bearing = S32°09'37"W;
Thence S61°53'34"W, 323.29 feet;
Thence 102.32 feet along a curve to the left, said curve having a Delta = 30°51'19",
Radius = 190.00 feet, Chord = 101.09 feet and a Chord Bearing = S46°27'54"W to the northeast corner of Prospect Place Addition to the City of Moscow, Instrument #580048, Latah County Records;
Thence leaving said northwest right-of-way line, along the north boundary of said Prospect Place Addition the following seven courses:
10.22 feet along a non-tangent curve to the right, said curve having a Delta = 23°25'00",
Radius = 25.00 feet, Chord = 10.15 feet and a Chord Bearing = N76°53'24"W;
Thence 94.02 feet along a non-tangent curve to the left, said curve having a Delta = 17°56'33",
Radius = 300.22 feet, Chord = 93.63 feet and a Chord Bearing = N74°09'18"W;
Thence 100.37 feet along a curve to the right, said curve having a Delta = 92°30'16",
Radius = 62.17 feet, Chord = 89.82 feet and a Chord Bearing = N36°52'27"W;
Thence 13.19 feet along a non-tangent curve to the right, said curve having a Delta = 5°56'04",
Radius = 127.32 feet, Chord = 13.18 feet and a Chord Bearing = N12°20'35"E;
Thence N74°41'23"W, 25.00 feet;
Thence N56°11'40"W, 113.90 feet;
Thence N89°09'16"W, 48.21 feet to the northwest corner of said Prospect Place Addition to the City of Moscow and the west line of Lot 25, Block 4 of Anderson 1st Addition to the City of Moscow;
Thence N00°50'44"E, 138.69 feet to the **Point of Beginning**.

Parcel contains 3.70 acres, more or less.

Together With:
A parcel of land, being Block 5 of Anderson 1st Addition to the City of Moscow, located in the Southwest Quarter of the Southeast Quarter of Section 18, and the Northwest Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the southeast corner of Block 5 of Anderson 1st Addition to the City of Moscow on the north right-of-way line of Palouse River Drive;
Thence along said north right-of-way line, S79°46'32"W, 418.57 feet to a point on the southeast right-of-way line of Sunnyside Avenue;
Thence along said southeast right-of-way line the following four courses:
47.12 feet along a curve to the right, said curve having a Delta = 90°00'00",
Radius = 30.00 feet, Chord = 42.43 feet and Chord Bearing = N55°13'28"W;
Thence 163.63 feet along a curve to the right, said curve having a Delta = 72°07'02",
Radius = 130.00 feet, Chord = 153.04 feet and Chord Bearing = N25°50'03"E;
Thence N61°53'34"E, 323.29 feet;
Thence 143.63 feet along a curve to the left, said curve having a Delta = 32°35'01",
Radius = 252.56 feet, Chord = 141.70 feet and Chord Bearing = N45°36'03"E to the northeast corner of Block 5 of Anderson 1st Addition to the City of Moscow;
Thence leaving said southeast right-of-way line, S01°04'02"W, 339.15 feet to the **Point of Beginning**.

Parcel contains 2.19 acres, more or less.

Overall replatted area contains 5.89 acres, more or less.

DEDICATION

Know all persons by these presents, that I, James B. Swift, owner of the land and premises described above, have caused said land to be subdivided and platted as shown hereon as an addition to the City of Moscow, Latah County, Idaho, to be known as Anderson 7th Addition: A Replat of Portions of Lot 25, Block 4; & Block 5 of Anderson 1st Addition to the City of Moscow, Latah County, Idaho. The easements as shown on this plat are hereby reserved for public access and utility purposes as designated hereon and no permanent structures are to be erected within the lines of said easements. The owner certifies that all lots within this plat will be eligible to receive water service from an existing water system, be the water system municipal, a water district, a public utility subject to the regulation of the Idaho public utilities commission, or a mutual or nonprofit water company, and the existing water distribution system has agreed in writing to serve all of the lots in the subdivision (Section 50-1334, Idaho Code). The owner does herewith declare to offer for dedication to the public for public use the street right-of-ways and the Stormwater Parcel for stormwater detention.
In witness thereof, the undersigned has set his hand and seal.

James B. Swift _____ Date _____

ACKNOWLEDGMENT

State of _____

County of _____

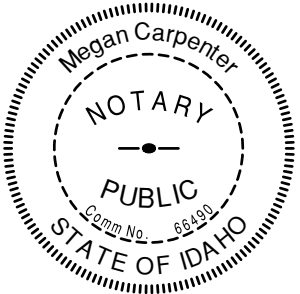
On this _____ day of _____, 2022, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared James B. Swift, known or identified to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, _____

Residing in _____

My Commission Expires _____



APPROVALS

Moscow Planning and Zoning Commission

Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code. Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this _____ day of _____, 2022.

Chairman, Planning and Zoning Commission

Moscow City Council

Examined and approved by action of the Moscow City Council at a regular meeting with a quorum present this _____ day of _____, 2022.
Dedication of all public streets, easements, and parkland described on this plat is hereby accepted in accordance with Section 50-1313, Idaho Code.

Clerk _____ Mayor, City of Moscow

City Engineer, City of Moscow

Examined and approved by the City Engineer this _____ day of _____, 2022.

City Engineer, City of Moscow

Latah County Surveyor

Examined and approved by the Latah County Surveyor this _____ day of _____, 2022.

Latah County Surveyor

Latah County Treasurer

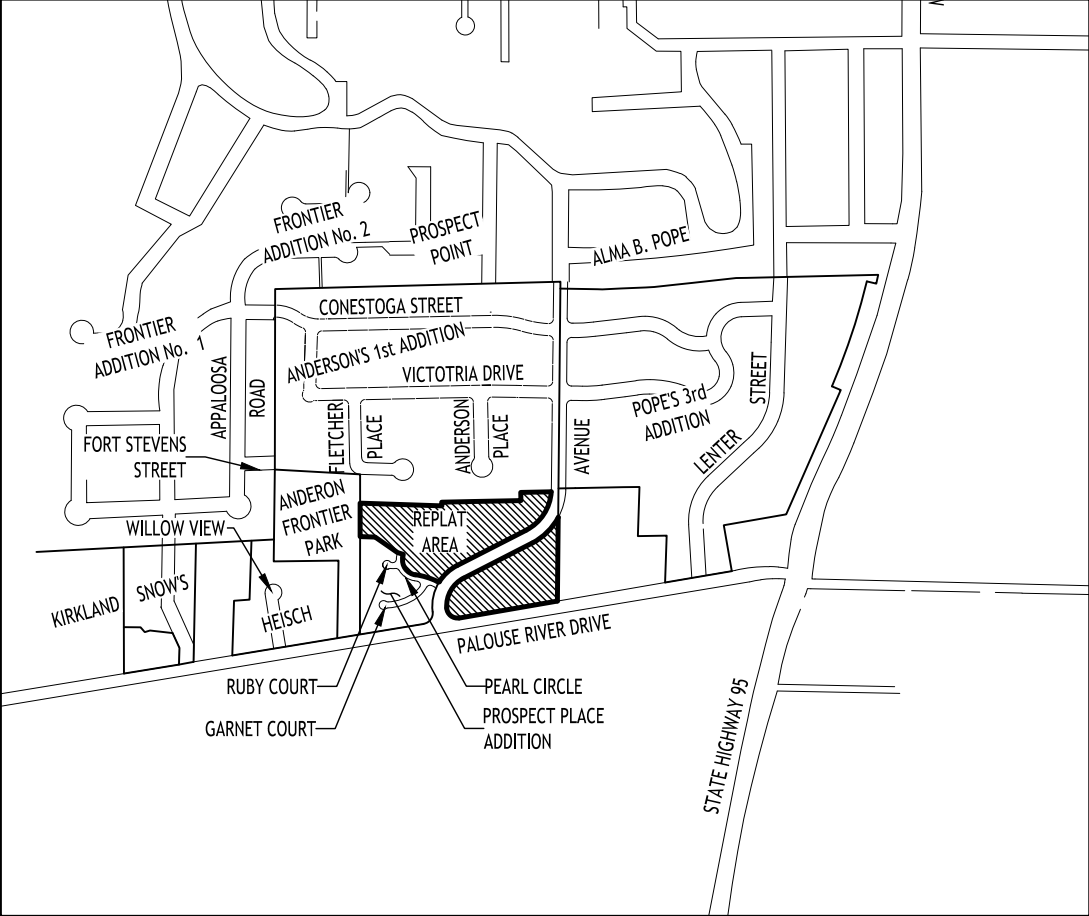
I hereby certify that taxes and assessments on property shown hereon have been paid for 2021 and preceding years as of this _____ day of _____, 2022.

Latah County Treasurer

Public Health - Idaho North Central Health District

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

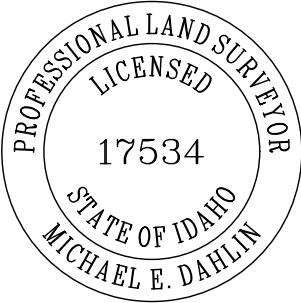
Public Health - Idaho North Central District, _____ Date _____
Senior Environmental Health Specialist



Vicinity Map

SURVEYOR'S CERTIFICATE

I, Michael E. Dahlin, P.L.S. #17534, State of Idaho, hereby certify that the above platted and described property represents a survey performed by me or under my supervision in accordance with the laws of the State of Idaho, and that the streets, lots, distances, and monuments have been measured and located as shown thereon.
The interior monuments will be set in accordance with Idaho Code 50-1303, on or before 12-01-2022, as referenced on the plat and approved by the City of Moscow.
Witness my hand and seal this _____ day of _____, 2022.



Michael E. Dahlin, PLS #17534

PRELIMINARY
NOT FOR
RECORDING

Anderson 7th Addition
A Replat of Portions of Lot 25, Block 4; & Block 5
of Anderson 1st Addition to the City of Moscow
Latah County, Idaho

Drafted by:	SW
Checked by:	MED
File Name:	4393 Plat.dwg
Tab:	Sign
Plot Style	Primary.ctb
Project:	4393-02-21
Date:	2/2/22

2 of 2

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, June 21, 2021

7:00 PM

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

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

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio

ABSENT: Anne Zabala

STAFF: Jen Pfiffner, Mia Bautista, Mike Ray, Megan Cherry, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Taruscio led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council June 7, 2021 Minutes - Laurie M. Hopkins

B. Disbursement Report for May 2021 - Sarah Banks

Presentation of the Accounts Payable Report for the month ending May, 2021.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of May 2021.

C. Lot Line Adjustment: 816 and 902 Public Avenue - Aimee Hennrich

The applicant, Pat Planagan, is requesting a lot line adjustment between two properties located at 902 and 816 Public Ave. 902 Public Ave is currently 51,231 sf and 816 Public Ave is currently 37,093 sf. As a result of the proposed adjustment, 902 Public Ave will become 17,038 sf and 816 Public Ave will become 71,286 sf. 902 Public Ave contains a barn currently used for storage and 816 Public Ave currently has a single-family home. The subject properties are located within the Medium Density Residential District (R-3). Within the R-3 Zoning District, lots are limited to single-family, twin homes, townhouses and two-family dwellings, require a minimum area of 6,000 square feet for a single-family home and a minimum lot width of 60 feet and 20 feet in width for flag lots. The proposed lot line adjustment meets all of these standards. This was reviewed and approved by the Public Works and Finance Committee on June 14, 2021.

ACTION: Approve the Lot Line Adjustment with no conditions.

D. Development Agreement Amendment: Ridgeview Estates 2nd Addition - Todd Drage

Noel Blum, on behalf of Blum Enterprises - 3 LLC, has requested to amend the Development Agreement for the Ridgeview Estates 2nd Addition Subdivision. The Ridgeview Estates Second Addition was platted in 2014 and the development agreement was approved and signed in November of that year. The requested modification is to allow the development to be completed in two phases, as detailed in Section 18 and Exhibit B of the attached agreement. The phasing modification is the only item requesting to be amended. All other sections of the original development agreement would remain unchanged.

ACTION: Approve the development agreement amendment with Blum Enterprises - 3 LLC for the Ridgeview Estates 2nd Addition.

E. Sixth and Logan Asphalt Improvement Project Bid Results and Contract Award - Nate Suhr

The City published an advertisement for bids on May 21st, 2021 for Sixth & Logan Asphalt Improvement Project. The bid for the project includes the replacement of eighty-four (84) tons of deteriorated asphalt and the installation of two hundred and seventy (270) feet of subsurface drain pipe to catch groundwater that caused the deterioration in the asphalt. The Engineer's estimate for the project was \$65,776.00.

Bid opening for the project took place on May 28th, 2021, at which one (1) bid was received. Motley-Motley Inc. was the only bidder on the project with a bid of \$57,940.00. A bid tabulation is included in the packet.

ACTION: Accept the low bid from Motley-Motley Inc. for Base Bid, award the contract in the amount of \$57,940.00 and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

F. Portable Collection Donation Proposal - Megan Cherry

Five works by artist Pam Overholtzer have been offered as a donation to the City's Portable Collection. Overholtzer comes from a long line of artists with a lifelong passion for design, art, and craft. She maintained an interior design practice focused on historic architecture and interiors before returning to college to study architecture at the University of Idaho where she earned a Master of Architecture degree and research-oriented Master of Science degree. The seeds for this project began when Pam first saw Lillian Otness's well-known book "A Great Good Country," and particularly Lillian's sketches of the historic buildings in downtown Moscow. While working on City Hall's Centennial Art Show at the Third Street Gallery as a member of the Moscow Historic Preservation Commission, she had an opportunity to work directly with Otness's original drawings. Musing about the sketches, Pam sought a way to apply her artistic talent, a penchant for detail-oriented projects, and model-building skills to three dimensional interpretations of Otness's beautiful sketches in the form of small, multi-dimensional models mounted in shadow boxes. The donation is offered by architect and longtime City of Moscow Planning & Zoning and Historic Preservation Commission member Wendy McClure.

The Moscow Arts Commission voted during their May 11, 2021 meeting to recommend acceptance of this donation and states a preference for keeping all five works together in a single display location. The donation proposal was reviewed by Administrative Committee on June 14, 2021.

ACTION: Accept artwork donation.

G. Moscow Farmers Market Live Entertainment Request - Amanda Argona

Per the direction of City Council, live entertainment and performances are scheduled to return to the Moscow Farmers Market on Saturday, July 3. Given the current downward trend of cases in the community, updated guidance from the Center for Disease Control, and Resolution 2021-08 Terminating Amended Public Health Order 20-03, staff is seeking to have the 9:00 to 10:00 a.m. performance time slot reinstated alongside the already approved 10:30 a.m. to 12:30 p.m. performance time slot, as well as lifting the suspension of the Performance Vendor program.

ACTION: Approve the reinstatement of the 9:00 to 10:00 a.m. performance time slot and Performance Vendor Program.

H. Community Oriented Policing Services (COPS) - Law Enforcement Mental Health and Wellness Act (LEMHWA) Grant - Alisa Anderson / Anthony Dahlinger

The Pullman Police Department will be leading in the application and management of grant funds from the COPS Law Enforcement Mental Health and Wellness Act (LEMHWA). The Moscow Police Department as well as other local law enforcement agencies have been invited to participate in a regional team of law enforcement peer support. Four officers will be selected from the Moscow Police Department to participate on the Peer Support Team and in training. Grant funds requested by Pullman Police for the Moscow Police Department will not exceed \$38,000.

ACTION: Ratify approval of the grant application for participation in the regional Peer Support team under the COPS Law Enforcement Mental Health and Wellness Act (LEMHWA), managed by Pullman Police Department, not to exceed \$38,000 in grant awards for the Moscow Police Department.

I. Andrew Becker Memorial Public Art Installation at the ITC Sculpture Garden – Megan Cherry

In January 2021, the family of Andrew Thatcher Becker contacted the City of Moscow with an offer to donate funds for a public art installation. Following conversations between donor, staff, and MAC members, the ITC Sculpture Garden was identified as a location that fits the budget and artistic direction for the project. The ITC Sculpture Garden has traditionally hosted temporary installations of three-dimensional artworks that are featured for up to one year. There are five plinths in that location, each of which are filled following an RFP process and selection by a panel of community members. Each artist is paid an honorarium for the loan of their artwork, and this program has traditionally served the UI student artist population. The offer of donated funds to support the accession of an artwork into the Permanent Collection has prompted the re-assignment of one of the plinths as a permanent location for the artwork to be funded by the donor's contribution. This shift would result in four plinths being available for the annual call to artists. The MAC voted during their March 9, 2021 meeting to recommend this re-assignment.

Arts staff has prepared an RFP for this opportunity based upon Becker's biographical information, the Public Art subcommittee's advice, and standard Arts Department processes and timelines. The MAC voted during their May 8, 2021 meeting to recommend approval of this donation and the RFP, and the project was reviewed by Administrative Committee on June 14, 2021.

ACTION: Approval the donation, plinth re-assignment, and RFP.

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

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

Pfiffner thanked the staff at the HLAC and reported the pool is canceling the limit on patrons. More lifeguards are needed with the increase of patrons.

3. Mayors Appointments (ACTION ITEM)

None offered.

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

None offered.

5. Update of MPD Bodyworn Cameras Report - James Fry, Mia Bautista

Heard as item six.

Chief Fry said the officers received training on the use of cameras. There were a few issues with the camera batteries but the issues have been resolved. The cameras are in use and have already recorded an

intense incident which in turn can be used in ongoing training for the cameras. Officers can turn the camera on but also will turn on automatically with the car's emergency lights. Bautista added there have been a couple records requests. It takes time to review the video and redact information allowed by Code and takes a significant amount of staff time and may be charged if processing takes over two hours. Legal staff attended the same training the officers did and also partook in training on the redaction program. Laflin felt the transparency is important but the educational side of the video is great. Self-reflection is critical. Taruscio said she was at an incident and found the camera is lending a good degree of comfort to the businesses. Chief Fry thanked the City Council as the purchase of cameras was a large ticket item.

6. Public Hearing: Rolling Hills 9th Addition Preliminary Plat (ACTION ITEM) - Mike Ray

The applicant, Ryan Itani, is proposing to subdivide a 2.3-acre area of land generally located east of the intersection of Third Street and Sixth Street into 10 lots ranging from 7,310 sf to 8,461 sf in size, referred to as Rolling Hills 9th Addition. The Planning and Zoning Commission conducted a public hearing for this matter on May 26, 2021 and recommended approval of the proposed preliminary plat with two conditions.

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat with conditions; or approve the preliminary plat with no conditions; or reject the preliminary plat; or take other such action deemed appropriate.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

Heard as item 5.

Ray introduced the item by providing a background of the plat, describing the Comprehensive Plan designation, zoning and infrastructure. Approval of the preliminary plat will not affect the negotiation of shifting Third Street to adjust for Moser Park.

Mayor Lambert opened the public hearing at 7:13 p.m.

Rafik Itani (Pullman) (applicant) said this plat is consistent with their master plan from 1996. The delay with Moser Park/Third Street is a grading plan for the steep area.

Mayor Lambert asked for testimony in favor of the application. Hearing none, he asked for general testimony or in opposition. A letter was received from Romney Boehm and the Council received copies. Mayor Lambert closed the public hearing at 7:20 p.m.

Bettge said it seems to be a clear cut preliminary plat. He moved to approve the preliminary plat with two conditions: (1) the applicant shall provide stormwater control analysis and design in accordance with the City's Stormwater Runoff Control Standards; (2) the applicant shall extend Third Street 19.87 feet to the east to align with the eastern property boundary of Lot 6, Block 2 of the proposed subdivision. Taruscio seconded. Sullivan felt it is a natural extension of the Rolling Hills plan and appreciated reaching out to the neighbors. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bettge moved to adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Public Hearing: Anderson Addition Phase VI Preliminary Plat (ACTION ITEM) - Mike Ray

The applicant, Jim Swift, is proposing to subdivide a 5.88-acre area of land generally located at 2075 Sunnyside Ave and 706 W Palouse River Drive into 18 lots with an average lot size of 12,346 square feet, referred to as Anderson Addition Phase VI. The Planning and Zoning Commission conducted a public hearing for this matter on May 26, 2021 and recommended approval of the proposed preliminary plat with three conditions.

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat with conditions; or approve the preliminary plat with no conditions; or reject the preliminary plat; or take other such action deemed appropriate.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

Ray introduced the item by providing an aerial of the property and described the Comprehensive Plan designation and zoning of the neighborhood. The subject property was rezoned to the R-3 and R-4 zones in 1993 which included three conditions. The zoning and conditions imposed seem to lean towards a retirement community extending on this property from Latah Care Center. Although plans for the area has changed, the conditions still apply to the subject property. The preliminary plat includes 18 lots and a pedestrian path. Utilities are adequate, storm sewer will be constructed and streets will be constructed to the standard that was approved at the time Anderson 1st Addition was approved.

Mayor Lambert opened the public hearing at 7:47 p.m.

Scott Becker, Hodge and Associates (applicant) said the applicant is looking into the possibility of reversing the height restrictions and a possible rezone. The neighborhood meeting was positive.

Mayor Lambert asked for testimony in favor of the application. Hearing none, he asked for general testimony or in opposition. Hearing none, he closed the hearing at 7:49 p.m.

Taruscio moved, Kelly seconded, to approve the preliminary plat with three conditions: (1) Lot 7, Block 5 shall be converted to a flag lot with the flagpole portion providing direct access to Sunnyside Avenue and no vehicular access shall be permitted from Palouse River Drive; (2) street frontage improvements shall be required on the north side of Palouse River Drive adjacent to the subject property to include installation of curbing, sidewalk and roadway widening to improve Palouse River Drive to thirty-four (34) feet in width; (3) the pedestrian pathway connecting Cloudy Court with Anderson Frontier Park shall be increased to ten (10) feet in width. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bettge moved to adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria. Laflin seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Ray explained a preliminary plat can expire at 12 months if not advanced to the final plat stage. An applicant can request an extension of 6 months.

REPORTS

City Council

Moscow Pathways Commission – Kelly reported the maps created for pathways are being distributed and Jonathan Gradin has one last meeting as a member.

Human Rights Commission – Kelly said there was an informal discussion on bias reporting.

Transportation Commission – Taruscio said the Commission discussed ebike/escooter code additions; addition of eboards; and pedestrians having the right away.

Palouse Basin Aquifer Committee – Taruscio said the Committee heard about research on tracking snowfall and the rate at which it recharges the aquifer; working toward annual recharge amount; update on water alternatives project report. Council discussion ensued regarding the phases and funding with each alternative and taking action.

Moscow Volunteer Fire Department – Bettge said the Department is moving forward on policy manuals that meet national standards for fire suppression and control.

Farmers Market Commission – Bettge said after consulting with vendors, the mobile market will be discontinued; live performances will start back up; definition of "loyal".

Moscow Arts Commission – Sullivan highlighted the donations of art which were on the consent agenda above. The Commission voted to name the new micro-gallery The Box Gallery.

Mayor

Mayor Lambert attended the AIC conference where a large discussion was about HB389 regarding limiting the amount of taxable value of new construction and to 90% and URA returning to 80%. eals with foregone tax amounts, placed 8% limit Bettge was elected

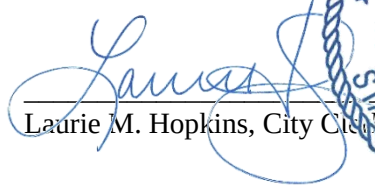
Staff

Juneteenth holiday declared.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 8:14 p.m.

ATTEST:


Laurie M. Hopkins, City Clerk




Bill Lambert, Mayor

**BEFORE THE CITY COUNCIL
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A FIVE POINT EIGHT EIGHT (5.88) ACRE AREA OF LAND LOCATED AT 2075 SUNNYSIDE AVENUE AND 706 W PALOUSE RIVER DRIVE, KNOWN AS ANDERSON ADDITION PHASE VI TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on April 23, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on May 26, 2021; and

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on June 21, 2021; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented by the applicant and the opponents:

THE CITY COUNCIL OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 5.88-acre area of land located at 2075 Sunnyside Ave and 706 W Palouse River Drive.
3. The subject property is currently undeveloped and was previously platted as Lot 25, Block 4 and Lot 1, Block 5 of Anderson 1st Addition. To the west of the subject property is Anderson/Frontier Park, to the southwest is the Prospect Place Addition, to the east is Gritman's Martin Wellness Center, and to the north is single family residential development also within the Anderson 1st Subdivision. Properties to the south of Palouse River Drive include two manufactured home parks and ITD's service facility.
4. The subject property contains areas of moderate sloping topography at an average slope of 10% as the land continues to gain elevation to the north. There are no drainage ways or natural features that have been identified upon the subject property.
5. The northern portion of the subject property is currently designated as Auto-Urban Residential (AU-R). AU-R designated areas,

“designated areas contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may

require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate."

6. The southern portion of the subject property is currently designated as High-Density Residential. According to the Comprehensive Plan, High-Density Residential designated areas,

"allow the highest density residential development at common densities between 15 and 26 units per acre. Areas appropriate for this designation include those located adjacent to areas of higher activity where there is a range of uses. High-Density Residential areas should be located adjacent or in close proximity to designated arterial or collector streets. New areas of high-density residential development should be located near mixed-use activity areas and corridors that accommodate multi-modal transportation. Lands designated as Urban Residential are generally appropriately zoned Medium Density Residential (R3), Multiple Family Residential (R-4), or Residential Office (RO)."

7. The subdivisions to the north are currently designated as Auto-Urban Residential. Martin Wellness Center to the east is currently designated as Suburban Commercial and properties to the south of Palouse River Drive are designated as High-Density Residential. Anderson/Frontier Park to the west is currently designated as Parks and Open Space.
8. The subject property is currently designated as a combination of Medium Density Residential (R-3) and Multiple Family Residential (R-4). The north portion of the property is encompassed by the R-3 Zone and the southern portion contains the R-4 Zone.
9. The properties to the south and east of subject property are currently zoned R-4 and the properties to the west and north are zoned R-1. Properties to the south of Palouse River Drive are currently designated as Motor Business (MB).

10. According to the zoning code, the R-3 Zone,

"provides for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan. Uses permitted within the R-3 Zone include single family, two family, twinhome, and townhouse dwellings."

11. The minimum lot size for parcels within the R-3 Zone is 6,000 sf for single family dwellings, 7,000 sf for two family dwellings, 3,250 sf for twinhome dwellings, and 2,000 sf for townhouse dwellings. Townhouse lots within the R-3 Zone are allowed to be a minimum of 2,000 sf, but the total density of a townhouse development must not exceed 14.5 dwelling units per acre.
12. The minimum lot width for parcels within the R-3 Zone is 60 feet for single- and two-family dwellings, 30 feet for twinhome dwellings, and 20 feet for townhouse dwellings.
13. The R-4 Zone,

"provides for the most intense residential land uses permitted in the community. It is to be applied where activity levels are high and adequate public facilities are available, especially near the University of Idaho campus or the City Central Business Zoning District. Adequate

transportation access should be given high priority in determining the appropriate location for R-4 zoning districts."

14. The minimum lot size for parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling, whichever is greater. Twinhome dwellings are required to have a minimum lot size of 2,250 sf and townhouse dwellings are required to be at least 1,800 sf in size.
15. The minimum lot width for parcels within the R-4 Zone is 50 feet for single family, two family, and multi-family dwellings. Twinhome dwellings are required to be at least 25 feet and townhouse dwellings are required to be 18 feet in width.
16. In 1993, the subject property was rezoned to the current configuration of the R-3 and R-4 Zones which still exists today. The Council imposed three conditions of approval on the rezone, which are as follows:
 1. The density shall be limited to a minimum lot area of 2,000 sf per dwelling unit;
 2. The buildings shall be limited to one-story in height exclusive of basements; and
 3. There shall be dedicated a pedestrian pathway, minimum of ten feet in width extending from Latah Care Center to the Anderson/Frontier Park.
17. The proposed preliminary plat is subject to the conditions above and any future buildings will be required to comply with the single-story height restriction.
18. The applicant is proposing to subdivide the 5.88-acre area of land into 18 lots ranging from 9,644 sf to 23,672 sf in size.
19. The plat includes a stormwater detention pond on the northeast corner of Palouse River Drive and Sunnyside Avenue. Sunnyside Avenue was previously platted as part of the Anderson 1st Subdivision, and will be constructed as part of the proposed subdivision.
20. A cul-de-sac street named Cloudy Court will be extended to the northwest from Sunnyside Avenue to provide access to the northwest portion of the property. The applicant has included a 10-foot-wide public pedestrian easement with a 5-foot-wide pathway which connects Cloudy Court with Anderson/Frontier Park. Per the conditions of approval of the 1993 rezone on this property, the pathway will need to be increased to 10 feet in width.
21. Water services are proposed to be extended along the Sunnyside Avenue alignment to connect existing mains at the southern and northern terminuses of Sunnyside Avenue. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Engineering has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.
22. It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably anticipated to use approximately 1.69 million gallons of water per year ($18 \text{ du} \times 2.25 \text{ occupants/du} \times 114 \text{ gallons/occupant} \times 365 \text{ days/year} = 1.12 \text{ M gallons/year}$).
23. Sanitary sewer is proposed to be extended through the subdivision along the Sunnyside Avenue alignment. A sanitary main will be installed on the north end of Sunnyside Avenue and extended to connect to the existing main in Sunnyside Avenue near its intersection with Pearl Circle. Once the required improvements are constructed by the developer, Engineering has determined that the system has adequate capacity to convey the additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.

24. The storm sewer for the subdivision is proposed to be extended in a similar fashion to the sanitary sewer system by following the Sunnyside Avenue alignment. A storm sewer main will be installed on the north end of Sunnyside Avenue and extended to connect to the existing main in Sunnyside Avenue near its intersection with Pearl Circle. A stormwater detention pond is proposed to be constructed on Tract A at the northeast corner of Palouse River Drive and Sunnyside Avenue.
25. The subject property is located adjacent to Sunnyside Avenue which was platted as part of the Anderson 1st Subdivision and is currently designated as a local neighborhood street. A prior development agreement that was recorded as part of the Anderson 1st Subdivision requires that Sunnyside Avenue be constructed prior to any building permits being issued upon the subject property. Sunnyside Avenue will be constructed to match the standard that was approved at the time the Anderson 1st Subdivision was approved. That neighborhood street standard that was previously approved included curb, gutter, tree lawn, and sidewalk on the north side of the street and curb and gutter on the south side of the street.
26. The subject property is also located adjacent to Palouse River Drive which is designated as a minor arterial. The section of Palouse River Drive adjacent to the subject property currently does not have curb, gutters, or sidewalks on either side of the street. As part of the subdivision code the applicant is responsible for street frontage improvements for portions of the property adjacent to public streets. Therefore, the Council is requiring frontage improvements to be made to the north side of Palouse River Drive as part of the proposed subdivision.
27. The parkland dedication requirements for the proposed subdivision were previously met with Anderson/Frontier Park to the west, so no further dedication is required.
28. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on March 25, 2021 to discuss the proposed preliminary plat.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE CITY COUNCIL OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the Medium Density Residential (R-3) and Multiple Family Residential (R-4) Zoning Districts, including lot area, dimensions and other relevant provisions. The proposed preliminary plat is also in conformance with the general requirements of the Moscow Subdivision Ordinance including, but not limited to, the provision of the logical and orderly connection to the City's street network, public utilities, and the provision of public parkland.
2. **The proposed subdivision is in general conformance with the Comprehensive Plan.** The proposed preliminary plat is consistent with the City of Moscow Comprehensive Plan and provides for the logical and orderly development and extension of the City's street system. The extension of Sunnyside Avenue is consistent with the general alignment within the Thoroughfare Plan. The proposed lots sizes and densities are consistent with the Comprehensive Plan Land Use designation of Auto-Urban Residential and High-Density Residential.
3. **Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.** The subject property has direct access to Palouse

River Drive which is designated as a minor arterial street. Water and sewer services are proposed to be extended along the Sunnyside Avenue alignment to connect with existing mains at the current norther and southern terminuses of Sunnyside Avenue. The Engineering Department has determined that the existing system has adequate potable and fire flows and sewer capacity to serve the proposed subdivision.

4. **The proposed subdivision will not be detrimental to the public health, safety, or general welfare.** The proposed preliminary plat provides for the extension of City streets and services and will not be detrimental to the public health, safety, or general welfare.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow approves the preliminary subdivision plat request for the five point eight eight (5.88) acre area of land located at 2075 Sunnyside Ave and 706 W Palouse River Drive with three conditions:

1. Lot 7, Block 5 shall be converted to a flag lot with the flagpole portion providing direct access to Sunnyside Avenue and no vehicular access shall be permitted from Palouse River Drive;
2. Street frontage improvements shall be required on the north side of Palouse River Drive adjacent to the subject property to include installation of curbing, sidewalk and roadway widening to improve Palouse River Drive to thirty-four (34) feet in width; and
3. The pedestrian pathway connecting Cloudy Court with Anderson Frontier Park shall be increased to ten (10) feet in width.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW this 21st day of June, 2021.



Bill Lambert, Mayor

CITY COUNCIL STAFF REPORT

DATE: Tuesday, February 22, 2022



AGENDA ITEM TITLE

Staff Recognition Report - Bill Belknap

RESPONSIBLE STAFF

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

STAFF RECOMMENDATION

PROPOSED ACTIONS

PROPOSED ACTIONS:

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

None

COMMITTEE STAFF REPORT

DATE: Tuesday, February 22, 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

Approve project budget increase, approve 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: Approve project budget increase, approve 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.

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.



**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

Attachment

**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 use the funds to commission and install a sculptural work of art (hereinafter "Artwork") at a 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

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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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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

Project Description

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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.

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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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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.

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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.



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, _____ (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

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

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



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.

- 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

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

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

Attachment A



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.
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Intermodal Transit Center Sculpture Garden
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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.

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

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.

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]
[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

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

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

CITY

City of Moscow, Idaho

By: _____
J. Casey Doyle

Art Bettge, Mayor

Attachment A



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, onestop 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.



COMMITTEE STAFF REPORT

DATE: Tuesday, February 22, 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 provides for the establishment of subcommittees for the Moscow Arts Commission, Parks and Recreation Commission, Fair and Affordable Housing Commission, Historic Preservation Commission, and the Moscow Tree Commission.

STAFF RECOMMENDATION

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

PROPOSED ACTIONS

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

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 Commission's in carrying out their duties, to allow for the inclusion of subcommittees and/or advisory committees for the Parks and Recreation Commission, 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 housing planning 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 subcommittees and/or advisory committees 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