

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
February 28, 2022**

3:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to today's meeting. Attendees are subject to protocols established by Governor 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 and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Committee meetings are televised, videotaped and/or recorded. Links to view the Committee meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

REGULAR AGENDA

1. Approval of Public Works/Finance Committee February 14, 2022 Minutes (ACTION ITEM) - Taylor Riedner

2. Lot Line Adjustment: 617 and 623 East D Street (ACTION ITEM) - Aimee Hennrich

The applicants, Christie and Richard Wegner and Maureen Marten, are requesting a lot line adjustment between two properties located at 617 and 623 East D Street. The proposed adjustment would reduce the lot addressed as 623 East D Street from 10,350 sf to 10,212 sf and expand the lot addressed 617 East D Street from 8,100 sf to 8,238 sf. The applicants are requesting the adjustment in order to accommodate an existing fence and water meter that have been installed over the adjoining property line. Both houses are existing and are located within the Medium Density, Residential Zoning District (R-3). Within the R-3 Zoning District, lots with single-family dwellings require a minimum area of 6,000 sf and a minimum lot width of 60 feet. The proposed adjustment meets both of these standards and both houses will meet all setback requirements.

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

3. Lot Line Adjustment: 1604 and 1704 East D Street (ACTION ITEM) - Aimee Hennrich

The applicant, Jon Staniewski, is requesting a lot line adjustment between three properties located at 1604 and 1704 East D Street. The purpose of this adjustment is to facilitate the separation of two single family dwellings from the pasture field that exists on the property which is currently within a conservation easement. The parcels that currently contain the two single family dwellings are zoned Farm, Ranch, and Outdoor Recreation (FR). The applicant has concurrently applied for a rezone of the subject property from the FR Zone to the Moderate Density Single Family Residential (R-2) Zone. The Planning and Zoning Commission conducted a public hearing and recommended approval of the rezone application on January 26, 2022. In the Moderate Density Single Family Residential (R-2) Zone, the minimum lot size is 7,000 sf and the minimum lot width is 60 feet. All proposed lots meet the minimum lot size and width requirements of the R-2 Zone and the two single family dwellings meet all setback requirements. The rezone proposal has been scheduled for a public hearing at the upcoming March 7, 2022 City Council meeting.

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request with the condition that the proposed rezone be approved by City Council; or recommend approval of the lot line adjustment request without conditions; or recommend denial of the lot line adjustment request; or provide staff further direction.

4. Police Department - Annual Small Grant Requests for FY22-23 (ACTION ITEM) - Alisa Anderson / James Fry / Eric Warner

The City of Moscow Police Department (MPD) applies for several small grants on an annual basis which assist the department with the purchase of equipment to include bullet proof vests, child passenger safety seats, and to host various traffic enforcement mobilizations and other prevention and safety activities. The grants awarded to MPD provide funding and resources to protect our youngest citizens, operational and personal safety equipment, and program support to implement and host multiple safety programs. These resources assist MPD in their mission of community-oriented policing to improve the quality of life for Moscow residents through community partnerships and problem-solving approaches while also making sure the officers are outfitted and equipped with everything they need to safely do their jobs. Grant funding programs include the Bulletproof Vest Partnership, Traffic Enforcement Emphasis, Child Passenger Safety Seats, Partnership for Success Law Enforcement, Drug and Alcohol Patrol and Education, and Shop with a Cop.

PROPOSED ACTIONS: Recommend approval and/or ratify the funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of \$50,000 for the FY22-23 fiscal year, or provide staff further direction.

5. Moscow Police Department - OHS Highway Safety Grant FFY 2023 (ACTION ITEM) - Alisa Anderson / Eric Warner

The Moscow Police Department (MPD) has identified a funding opportunity to apply for a grant, which is a nationwide program called Selective Traffic Enforcement Program (STEP). The Idaho Transportation Department (ITD), Office of Highway Safety (OHS) is sponsoring this program to address specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions. The STEP is focused on combatting traffic crashes resulting in fatal and serious injuries. Using problem identification, the agencies focus on traffic safety issues within their jurisdiction. The Idaho STEP is a yearlong grant and awards are granted annually. STEP grants reimburse law enforcement departments for time dedicated to traffic enforcement. Police Officer(s) that participate in the STEP grant must track all performance to include problem identification, a project plan including objectives, performance measures and targets, and budget expenses. The MPD is requesting to apply for the program a maximum of 2,080 regular-time traffic officer enforcement hours plus 200 hours of overtime with the allowable benefit percentage. The estimated amount of reimbursement is anticipated not to exceed \$100,000.00 for the upcoming program period beginning October 1, 2022 through September 30, 2023, which matches the City's FY2023 budget cycle.

PROPOSED ACTIONS: Recommend approval and/or ratify the Moscow Police Department to apply for the STEP grant in an amount not to exceed \$100,000 for the FY2023 budget period, or provide staff further direction.

6. Taylor Booster Station Supply Loop Bid Award (ACTION ITEM) - Bob Buvel

This project consists of the installation of approximately 850 linear feet of watermain in Taylor Street to increase the system capacity supplying the Taylor Booster Station. The new watermain will be a dedicated supply line so it will be sized to prevent low pressure points during fireflow events and there won't be any water services tapped to the new supply line. In addition to the installation of the dedicated supply watermain the existing Taylor Street watermain will be connected to the high pressure side of the Taylor Booster station, increasing pressure and fire flow in an area known to be inadequate in pressure and fireflow.

Bids were opened on Tuesday, Feb 22, 2022. Two bids were received, ranging from \$315,817 to \$549,938. The bid from ML Albrights & Sons, Inc was the apparent low bid of \$315,817.00. The full bid tabulation is included in the packet.

PROPOSED ACTIONS: Recommend acceptance of the low bid from ML Albrights & Sons, Inc., award the contract for the bid amount of \$315,817.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

7. AT&T Wireless Communications Lease Agreement Renewal (ACTION ITEM) - Bill Belknap

In August of 2003, the City entered into a wireless communications facility lease agreement with Cingular Wireless to install wireless communications equipment on the City's Residence Street water reservoir. The lease agreement has been amended five times to accommodate minor alterations and additional antennas and equipment at the site. New Cingular Wireless (the current business name) has approached the City with a request to revise the agreement to update the annual monetary fee, establish a 3% annual escalator and extend the term for five years beginning in August 2023. Staff and New Cingular have prepared the agreement amendment for the Council's consideration.

PROPOSED ACTIONS: Recommend approval of the agreement amendment to the City Council; or provide staff further direction

8. 2022 Moscow Farmers Market Handbook (ACTION ITEM) - Amanda Argona

In 2018, the Moscow Farmers Market implemented the first iteration of the Moscow Farmers Market Handbook. The Handbook is an expanded policy document meant to provide clarity and serve as a resource for anyone seeking information on the Market, as well as hold Market participants accountable for operating procedures. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the proposed changes to the Handbook on February 1, 2022, and unanimously accepted three of the four changes for approval and adoption by the Council for the 2022 Market Season.

PROPOSED ACTIONS: Recommend approval of the 2022 Moscow Farmers Market Handbook, or provide staff further direction.

REPORTS

Staff Report (if needed)

ADJOURN

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

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
February 14, 2022**

3:00 PM

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

The meeting was called to order at 3:00 p.m.

PRESENT: Gina Taruscio, Hailey Lewis, Maureen Laflin

OTHERS: Mayor Art Bettge, Council Member Julia Parker, Council Member Sandra Kelly (3:17), Brian Renfro (First Step Internet)

STAFF: Bill Belknap, Cody Riddle, Sarah Banks, Laurie Hopkins, Mike Ray, Todd Drage, Taylor Riedner

REGULAR AGENDA

1. Approval of Public Works/Finance Committee January 10, 2022 Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Disbursement Report for January 2022 (ACTION ITEM) - Sarah Banks

Staff will present the Accounts Payable Report for the month ending January 2022.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of January 2022.

Banks introduced the item by highlighting major expenses from the previous month, including a contractor's payment for the police station, state insurance payment for Idaho workers' compensation, Whitcom quarterly services payment for January through March, and LSI asbestos sale closure payment. Belknap explained that the City is waiting for a few more things to be completed on the police station, such as landscaping, which will have to wait until Spring. The Committee approved the use of digital signatures and placed it on the Council consent agenda.

3. Anderson 7th Addition Development Agreement (ACTION ITEM) - 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.

PROPOSED ACTIONS: Recommend approval of the Development Agreement with Jim Swift for Anderson 7th Addition, or provide staff further direction.

Drage introduced the item by providing a background of the location in question and the preliminary plat approval made by the City Council in June of 2021. The development agreement includes standard language with no modifications and no phasing or additional parkland dedication required. The roundabout will connect the pedestrian pathway to Anderson Frontier Park and be named the Ben Gifford Court. The Committee recommended approval and that it be placed on the Council consent agenda.

4. Anderson 7th Addition Monumentation Agreement (ACTION ITEM) - 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.

PROPOSED ACTIONS: Recommend approval of the monumentation agreement with Jim Swift for Anderson 7th Addition, or provide staff further direction.

Drage introduced the item by reviewing the standard language in the monumentation agreement. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

5. Anderson 7th Addition Final Plat (ACTION ITEM) - 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.

PROPOSED ACTIONS: Recommend approval of the Anderson 7th Addition Final Plat; or take such other action deemed appropriate.

Ray introduced the item by reviewing the Council's prior approval in June of 2021 and conditions that were made at that time. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

6. 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.

PROPOSED ACTIONS: Recommend approval of the License Agreement with First Step Internet, or take other action as deemed appropriate.

Belknap introduced the item as written above and described the project is intended to extend high-speed internet access to the Troy, Deary, and Bovill by utilizing the Latah Trail for installation. First Step would be responsible for any repairs or maintenance of the pathways during construction.

Brian Renfro (Operation Manager First Step Internet) shared that the project's purpose is to fulfill a grant that was awarded to the Whitepine School District and provided additional details.

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

REPORTS

Staff Report (if needed)

No report needed.

ADJOURN

The meeting adjourned at 3:25 p.m.

DRAFT

COMMITTEE STAFF REPORT

DATE: Monday, February 28, 2022



RESPONSIBLE STAFF

Aimee Hennrich, Planner I

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Lot Line Adjustment: 617 and 623 East D Street (ACTION ITEM) - Aimee Hennrich

DESCRIPTION

The applicants, Christie and Richard Wegner and Maureen Marten, are requesting a lot line adjustment between two properties located at 617 and 623 East D Street. The proposed adjustment would reduce the lot addressed as 623 East D Street from 10,350 sf to 10,212 sf and expand the lot addressed 617 East D Street from 8,100 sf to 8,238 sf. The applicants are requesting the adjustment in order to accommodate an existing fence and water meter that have been installed over the adjoining property line. Both houses are existing and are located within the Medium Density, Residential Zoning District (R-3). Within the R-3 Zoning District, lots with single-family dwellings require a minimum area of 6,000 sf and a minimum lot width of 60 feet. The proposed adjustment meets both of these standards and both houses will meet all setback requirements.

STAFF RECOMMENDATION

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

PROPOSED ACTIONS

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

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Application Materials.1
2. Exhibit

W + R + M**Westberg Roepke Moore**

An Idaho Professional Limited Liability Company

Aaron D. Roepke: aroepke@wrp-law.com
 Cody R. Moore: cmoore@wrp-law.com
 Erin E. Tomlin: etomlin@wrp-law.com

Attorneys and Counselors at Law
 Admitted in Idaho and Washington
 530 South Asbury St., #2
 Moscow, ID 83843
 Phone: (208) 883-1520
 Fax: (208) 883-1521

January 19, 2022

Aimee Hennrich
 City of Moscow
 Community Planning & Design
 Engineering Division
 504 S. Washington Street
 Moscow, ID 83843



Re: Lot Line Adjustment between 623 East D Street (Marten Property)
 and 617 East D Street (Wegner Property)

Dear Ms Hennrich:

This office represents Christie and Richard Wegner, who reside at 617 East D Street, Moscow, Idaho 83843. This letter is intended to describe the desire of the Wegners and their neighbor Maureen Marten¹ who resides at 623 East D Street, Moscow, Idaho 83843, to request the City approve a small lot line adjustment between the two properties.

Ms. Marten and the Wegners executed a recordable *Settlement & Boundary Line Agreement* dated December 1, 2021. By the terms of this Agreement, the parties agreed that Marten would deed to Wegners the western most twelve (12) inches of her property to conform to the use of the property as it is today and eliminate any encroachments unto the Marten property. A copy of the *Settlement & Boundary Line Agreement* and an unsigned quitclaim deed are enclosed with this letter.

Also enclosed herewith is a record of survey dated August 31, 2016 and recorded in Latah County as Instrument No. 580953 showing the two properties. I've highlighted the area where the proposed lot line adjustment is to take place.

Based upon the foregoing, I request on behalf of the Wegners that your office begin the process for approval of this lot line adjustment. I have enclosed a check for \$241.00 (\$210.00 for lot line adjustment application fee and \$15.50 for each affected lot).

Please contact me should you need further information and I'll provide it as soon as possible.

Sincerely,

WESTBERG ROEPKE MOORE, PLLC



Cody R. Moore

CRM/lw
 cc: clients
 Enclosures

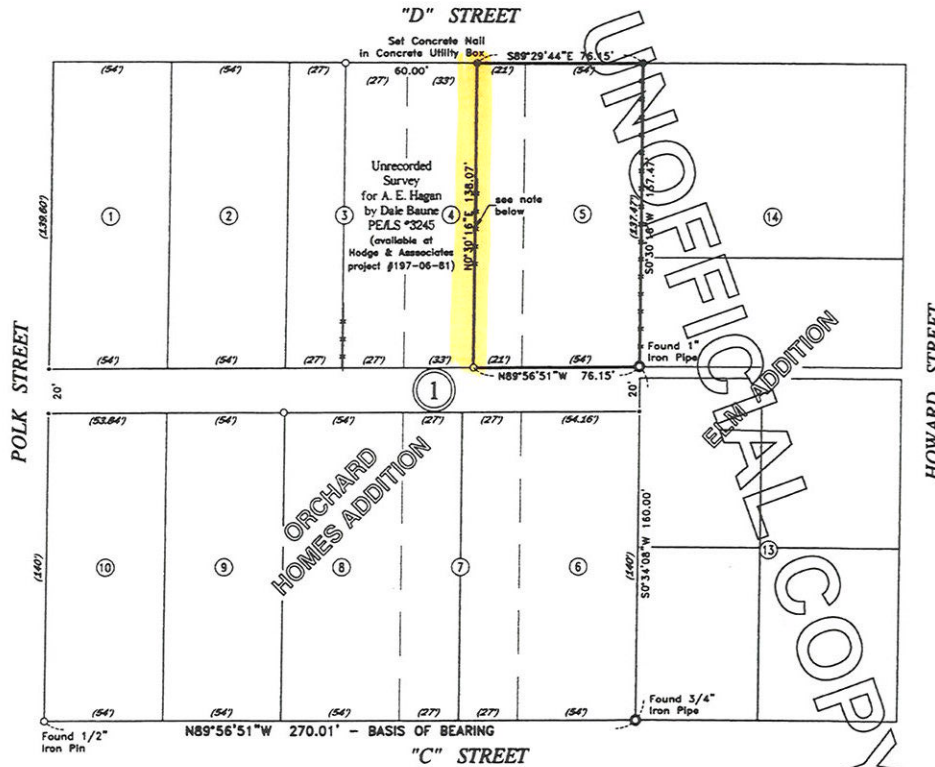
¹ Ms. Marten's property is titled in Trust by Maureen M. Marten as Trustee of the Marten Living Trust dated July 13, 1998, but for simplicity within this letter, I'll simply refer to Ms. Marten as the owner.

Section 8, T39N, R5W, BM

1/4
7-8
Fnd. ITD Brass Cap,
LS 7878, Set in 2010
CP & F Inst. No. 538478

S89°10'30"E 2658.14'

1/4
Fnd. 1/2" pipe
in a monument wall
per ROS Inst. No. 439429

**Note:**

The east edge of the 4"x4" fence posts along the west line of the east 21' of Lot 4, Block 1 of Orchard Homes Addition to Moscow, fall east of said line by 0.3' at it's north end and 0.4' at it's south end.

Basis of Bearing

The Basis of Bearing for this survey is the South line of Block 1 of Orchard Homes Addition to Moscow, shown hereon as N89°56'51"W.

Surveyor's Certificate

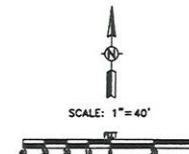
I, Michael A. Roudebush, PLS No. 16744 State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Maureen Marten in August 2016.

Purpose Of Survey

To locate, monument and map the boundaries of the Marten Living Trust property, as described in Quitclaim Deed, Instrument #436593.

Legend

- Found Monument as Described
- Set 5/8" dia. x 24" Long Rebar w/Orange Plastic Cap Stamped "Younger 12724"
- Found Iron Pipe - as Described
- Found 5/8" Diameter Iron Pin, Or as Described
- Calculated Position
- Block Number
- Lot Number
- Record Data per, Orchard Home Addition
- Boundary Line
- Lot Line
- Fence Line

**RECEIVED**

JAN 24 2022

BY:

NO. 580953
AT THE REQUEST OF:
HODGE & ASSOC
DATE & HOUR:
8-31-16 11:21 A.M.
HENRIANNE WESTBERG
LATAH COUNTY RECORDER
FEE \$ 5.00 BY: [Signature]

Record of Survey for:
Marten Living Trust
Latah County, Idaho

Drafted by: SW
Checked by: MAR
File Name: 3859 ROS LUD.dwg
Tab: Layout
Plot Style: OCE.ctb
Project: 3859-08-15
Date: 8/17/16

1 of 1

SETTLEMENT & BOUNDARY LINE AGREEMENT

Effective December 1, 2021 RICHARD C. WEGNER and CHRISTIE R. WEGNER, husband and wife, (collectively "Wegner"), and MAUREEN M. MARTEN, as Trustee of the Marten Living Trust dated July 13, 1998 ("Marten"), in consideration of the mutual promises hereinafter set forth, agree as follows:

RECITALS

- A. The parties own neighboring real properties;
- B. Wegner is the owner of real property described as EXHIBIT "A" ("Wegner Property");
- C. Marten is the owner of real property described as EXHIBIT "B" ("Marten Property");
- D. Whereas, a dispute has arisen between the parties related to encroachment by Wegner over the property line. Specifically, a water meter as well as a fence landscaping installed by Wegner encroaches over the property line by approximately 3-6 inches.
- E. Whereas, a record of survey was created in 2016 and recorded on August 31, 2016 as Fee No. 580953 showing the properties and referencing the encroachment, a copy of which is attached as EXHIBIT "C".
- F. The parties now desire to resolve this dispute by entering into an agreement as to the boundary line as follows:

SETTLEMENT &
BOUNDARY LINE AGREEMENT



-1-

Westberg Rospke Moore, PLLC
530 S. Asbury St. Ste. 2
Moscow, Idaho 83843
208.883.1520

AGREEMENT

1. **Payment.** Wegners will pay to Marten the sum of \$2,000.00.
2. **Quitclaim Deed.** Marten shall execute a Quitclaim Deed conveying the west twelve (12) inches of her property to the Wegners, a copy of which is attached hereto as EXHIBIT "D".
3. **Timing of Payment and Quitclaim Deed.** Wegners shall make full payment as required above pay to Marten and Marten shall deliver a fully executed copy of the above required Quit Claim deed within seven (7) days of approval by the City of Moscow of the boundary line adjustment set out in this Agreement. Delivery of each may be made to the office of other party's legal counsel.
4. **Cooperation.** The parties shall fully cooperate with any legally required process necessary to give effect to this Agreement, including but not limited to the execution of all documents and instruments required by the City of Moscow for the approval of a boundary line adjustment according to the terms of this Agreement.
5. **Release.** Except for the obligations of the parties to comply with this Agreement, each party, its heirs and assigns, hereby forever, waive, release and hold harmless the other for any claim, cause of action, costs, or damages, of any kind whatsoever, related to the location of the boundary line between the properties.
6. **Recording.** This Agreement shall be recorded in the County Records of Latah County, and may be done so by either party. Upon receipt of the recorded Agreement the filing party shall provide the other with a copy of the same.

SETTLEMENT &
BOUNDARY LINE AGREEMENT

-2-

Westberg Roepke Moore, PLLC
530 S. Asbury St. Ste. 2
Moscow, Idaho 83843
208.883.1520

7. **Legal Fees and Costs.** If a suit, action, or other proceeding arising out of or related to this Agreement is instituted by either party, the substantially prevailing party shall be entitled to recover its reasonable legal fees and costs, including but not limited to its attorney's fees.
8. **Governing Law, Jurisdiction, and Venue.** The legal rights and obligations of the parties this Agreement shall be determined in accordance with the laws of the State of Idaho. In the event that any suit or action shall be brought in connection with any of the terms and conditions of this Agreement, the parties hereby agree that jurisdiction and venue of such suit or action shall properly be in Latah County, Idaho.
9. **Application to Agents.** The terms of this Agreement shall inure and apply to each party's employees, family members, and agents and it is the responsibility of each party to ensure any such persons abide by the terms of this Agreement.
10. **Binding Effect.** The duration of this Agreement is perpetual and the terms, conditions, and covenants contained herein run with the land and are binding upon the heirs, successors, and assigns of each of the parties hereto.
11. **Severability.** Should any provisions of this Agreement be declared invalid by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.
12. **Modification.** This Agreement may be modified or amended only by a written agreement signed by each of the parties hereto.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

SETTLEMENT &
BOUNDARY LINE AGREEMENT

-3-

Westberg Roepke Moore, PLLC
530 S. Asbury St. Ste. 2
Moscow, Idaho 83843
208.883.1520

14. **Entire Agreement.** This Agreement is the entire agreement between the parties and all prior and contemporaneous negotiations and agreements, oral and/or written, are merged herein.

15. **Time is of the Essence.** Time is of the essence in the performance of this Agreement and each and every condition and covenant hereof.

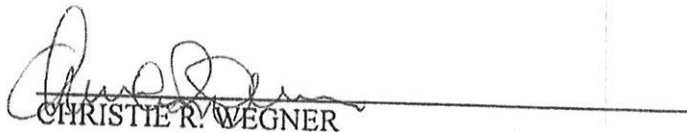
16. **Agreement Jointly Drafted.** The parties hereto have been represented by counsel. This Agreement shall be deemed to have been jointly drafted by the parties and, in construing and interpreting this agreement, no provision shall be construed and interpreted for or against any of the parties because such provision, or any other provision, or the agreement as a whole, was purportedly prepared or requested by such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove first written.

DATED: 12/16/2021

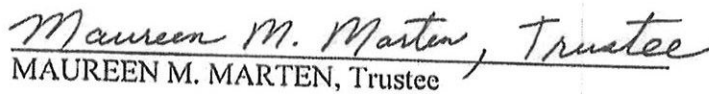

RICHARD C. WEGNER

DATED: 12/16/21


CHRISTIE R. WEGNER

Marten Living Trust dated July 13, 1998

DATED: 12-9-21


MAUREEN M. MARTEN, Trustee

SETTLEMENT &
BOUNDARY LINE AGREEMENT

-4-

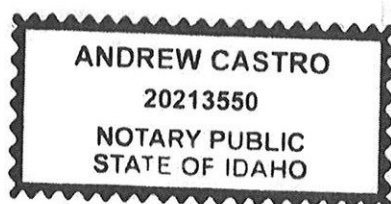
Westberg Roeckle Moore, PLLC
530 S. Asbury St. Ste. 2
Moscow, Idaho 83843
208.883.1520

STATE OF IDAHO)
) ss.
 County of Latah)

On this 16 day of DECEMBER 2021, before me the undersigned a Notary Public in and for the State of Idaho, personally appeared RICHARD C. WEGNER and CHRISTIE R. WEGNER, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)



Andrew Castro
 Notary Public in and for the State of Idaho
 Residing at: MOSCOW, IDAHO LATAH COUNTY
 My commission expires: 07/26/2027

STATE OF IDAHO)
) ss.
 County of Latah)

On this 9th day of December, 2021, before me the undersigned a Notary Public in and for the State of Idaho, personally appeared MAUREEN M. MARTEN, as Trustee of the Marten

SETTLEMENT &
 BOUNDARY LINE AGREEMENT

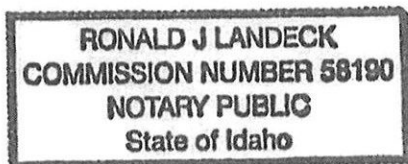
-5-

Westberg Roepke Moore, PLLC
 530 S. Asbury St. Ste. 2
 Moscow, Idaho 83843
 208.883.1520

Living Trust dated July 13, 1998, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)



Ronald J Landeck
 Notary Public in and for the State of Idaho
 Residing at: Moscow, Idaho
 My commission expires: 08/28/2023.

SETTLEMENT &
 BOUNDARY LINE AGREEMENT

-6-

Westberg Roepke Moore, PLLC
 530 S. Asbury St. Ste. 2
 Moscow, Idaho 83843
 208.883.1520

EXHIBIT "A"
Wegner Property

**The West 33 feet of Lot 4 and the East 27 feet of Lot 3, Block 1, ORCHARD HOMES
ADDITION, as shown by the recorded plat thereof.**

EXHIBIT "B"
Marten Property

The East 21 feet of Lot 4 and all of Lot 5 in Block One (1) of Orchard Home Addition to Moscow, as shown by the recorded plat thereof.

Section 8, T39N, R5W, BM

Goals of Reading

The Date of Starting for this survey is the South One of Block 9 of Orchard Homes Addition to Kansas, shown herein as 1890/31/12.

Surveyor's Certificate

I, Michael A. Goodbush, FLJ No. 15744 State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Blawie Station in August 2012.

Purpose Of Survey

To locate, measure and map the boundaries of the Union Library
from property, as described in Exhibit Book, Instrument 443200.

Legend

- | | |
|--|-----------------------------|
| | Found Unmarked as Described |
| | Found 1/4\"/> |
| | Found 1/2\"/> |
| | Found 3/4\"/> |
| | Found 1\"/> |
| | Found 1 1/2\"/> |
| | Found 2\"/> |
| | Found 2 1/2\"/> |
| | Found 3\"/> |
| | Found 3 1/2\"/> |
| | Found 4\"/> |
| | Found 4 1/2\"/> |
| | Found 5\"/> |
| | Found 5 1/2\"/> |
| | Found 6\"/> |
| | Found 6 1/2\"/> |
| | Found 7\"/> |
| | Found 7 1/2\"/> |
| | Found 8\"/> |
| | Found 8 1/2\"/> |
| | Found 9\"/> |
| | Found 9 1/2\"/> |
| | Found 10\"/> |
| | Found 10 1/2\"/> |
| | Found 11\"/> |
| | Found 11 1/2\"/> |
| | Found 12\"/> |
| | Found 12 1/2\"/> |
| | Found 13\"/> |
| | Found 13 1/2\"/> |
| | Found 14\"/> |
| | Found 14 1/2\"/> |
| | Found 15\"/> |
| | Found 15 1/2\"/> |
| | Found 16\"/> |
| | Found 16 1/2\"/> |
| | Found 17\"/> |
| | Found 17 1/2\"/> |
| | Found 18\"/> |
| | Found 18 1/2\"/> |
| | Found 19\"/> |
| | Found 19 1/2\"/> |
| | Found 20\"/> |
| | Found 20 1/2\"/> |
| | Found 21\"/> |
| | Found 21 1/2\"/> |
| | Found 22\"/> |
| | Found 22 1/2\"/> |
| | Found 23\"/> |
| | Found 23 1/2\"/> |
| | Found 24\"/> |
| | Found 24 1/2\"/> |
| | Found 25\"/> |
| | Found 25 1/2\"/> |
| | Found 26\"/> |
| | Found 26 1/2\"/> |
| | Found 27\"/> |
| | Found 27 1/2\"/> |
| | Found 28\"/> |
| | Found 28 1/2\"/> |
| | Found 29\"/> |
| | Found 29 1/2\"/> |
| | Found 30\"/> |
| | Found 30 1/2\"/> |
| | Found 31\"/> |
| | Found 31 1/2\"/> |
| | Found 32\"/> |
| | Found 32 1/2\"/> |
| | Found 33\"/> |
| | Found 33 1/2\"/> |
| | Found 34\"/> |
| | Found 34 1/2\"/> |
| | Found 35\"/> |
| | Found 35 1/2\"/> |
| | Found 36\"/> |
| | Found 36 1/2\"/> |
| | Found 37\"/> |
| | Found 37 1/2\"/> |
| | Found 38\"/> |
| | Found 38 1/2\"/> |
| | Found 39\"/> |
| | Found 39 1/2\"/> |
| | Found 40\"/> |
| | Found 40 1/2\"/> |
| | Found 41\"/> |
| | Found 41 1/2\"/> |
| | Found 42\"/> |
| | Found 42 1/2\"/> |
| | Found 43\"/> |
| | Found 43 1/2\"/> |
| | Found 44\"/> |
| | Found 44 1/2\"/> |
| | Found 45\"/> |
| | Found 45 1/2\"/> |
| | Found 46\"/> |
| | Found 46 1/2\"/> |
| | Found 47\"/> |
| | Found 47 1/2\"/> |
| | Found 48\"/> |
| | Found 48 1/2\"/> |
| | Found 49\"/> |
| | Found 49 1/2\"/> |
| | Found 50\"/> |
| | Found 50 1/2\"/> |
| | Found 51\"/> |
| | Found 51 1/2\"/> |
| | Found 52\"/> |
| | Found 52 1/2\"/> |
| | Found 53\"/> |
| | Found 53 1/2\"/> |
| | Found 54\"/> |
| | Found 54 1/2\"/> |
| | Found 55\"/> |
| | Found 55 1/2\"/> |
| | Found |

Record of Survey for:
Marten Living Trust
Latah County, Idaho

Crafted by	SW
Checked by	WLR
File Name	2000 001 100.dwg
Plot	Layout
Plot Style	OC2.ctb
Project	2000-00-10
Date	6/17/16

11.

Note:

The east edge of the 6" x 6" stone piers along the west line of the east 21' of Lot 4, (Block 1 of Orchard Homes Addition to Chicago, lot east of said line by 0.3' at it's north end and 0.2' at it's south end.

580053

NO. 2003
AS THE COURT

Heck + D.S.

Page 2

8-31-11

LAZAR COUNTY RECORD

FILE # 50-57

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

Received

00000000

EXHIBIT "D"**QUITCLAIM DEED**

FOR VALUE RECEIVED, MARTEN LIVING TRUST dated July 13, 1998, the "Grantor," hereby convey, remise, release and forever quitclaim unto RICHARD C. WEGNER and CHRISTIE R. WEGNER, husband and wife, the "Grantee," whose current address is 617 East D Street, Moscow, ID 83843, all present right, title and interest in the following described real property in the County of Latah, State of Idaho, to-wit:

The West twelve (12) inches of the East 21 feet of Lot 4 in Block One (1) of Orchard Home Addition to Moscow, as shown by the recorded plat thereof.

TOGETHER WITH ALL tenements, hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever.

DATED: _____

**MARTEN LIVING TRUST
dated July 13, 1998**

MAUREEN M. MARTEN, Trustee

QUITCLAIM DEED - 1

STATE OF IDAHO)
 : ss
 County of Latah)

On this _____ day of _____, 2021, MAUREEN M. MARTEN, personally appeared before me, as Trustee of the Marten Living Trust dated July 13, 1998, known to be the individual described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

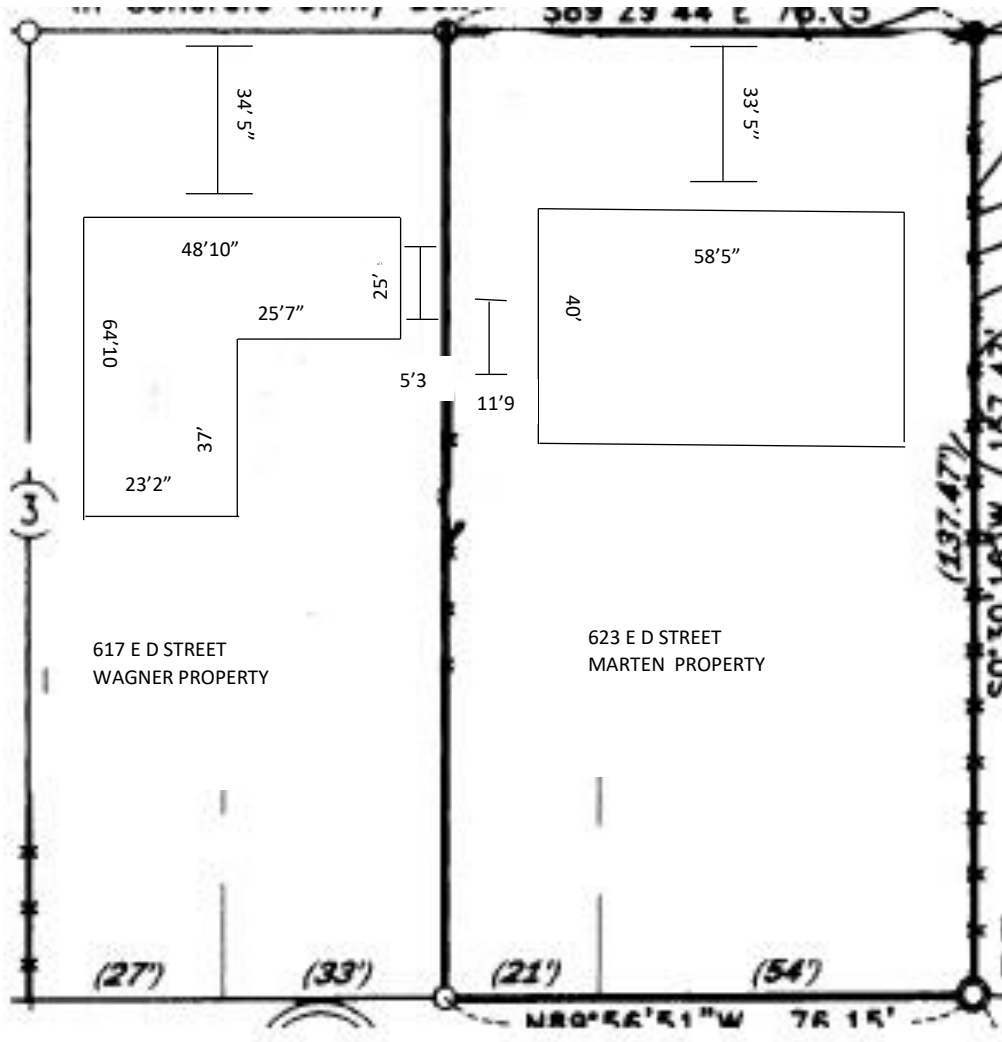
GIVEN under my hand and official seal this _____ day of _____, 2021.

(seal)

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

QUITCLAIM DEED - 2

D STREET



The current distance between the WAGNER house and the existing property line is 5 feet 3 inches. This will increase to 6 feet 3 inches if the City approves the requested adjustment

The current distance between the MARTEN house and the existing property line is 11 feet 9 inches. This will decrease to 10 feet 9 inches if the City approves the requested adjustment

COMMITTEE STAFF REPORT

DATE: Monday, February 28, 2022



RESPONSIBLE STAFF

Aimee Hennrich, Planner I

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Lot Line Adjustment: 1604 and 1704 East D Street (ACTION ITEM) - Aimee Hennrich

DESCRIPTION

The applicant, Jon Staniewski, is requesting a lot line adjustment between three properties located at 1604 and 1704 East D Street. The purpose of this adjustment request is to facilitate the separation of two single family dwellings from the pasture field that exists on the property which is currently within a conservation easement. The parcels that currently contain the two single family dwellings are zoned Farm, Ranch, and Outdoor Recreation (FR). The applicant has concurrently applied for a rezone of the subject property from the FR Zone to the Moderate Density Single Family Residential (R-2) Zone. The Planning and Zoning Commission conducted a public hearing and recommended approval of the rezone application on January 26, 2022. In the Moderate Density Single Family Residential (R-2) Zone, the minimum lot size is 7,000 sf and the minimum lot width is 60 feet. All proposed lots meet the minimum lot size and width requirements of the R-2 Zone and the two single family dwellings meet all setback requirements. The rezone proposal has been scheduled for a public hearing at the upcoming March 7, 2022 City Council meeting.

STAFF RECOMMENDATION

Recommend approval of the lot line adjustment request with the condition that the proposed rezone be approved by City Council.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request with the condition that the proposed rezone be approved by City Council; or recommend approval of the lot line adjustment request without conditions; or recommend denial of the lot line adjustment request; or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Application Materials.1
2. Exhibit - Existing.
3. Exhibit - Proposed

William C. Kirsch (Retired)
*Paul L. Clark**

KIRSCH & CLARK

A PROFESSIONAL
 COMPANY
 ATTORNEYS AT LAW
 309 E. SECOND STREET
 P.O. BOX 9384
 MOSCOW, IDAHO 83843

Phone: 208/882-3598
Fax: 208/882-2283

February 9, 2022

Mayor Art Bettge
 City Council
 City of Moscow
 PO Box 9203
 Moscow, ID 83843



RE: Fosberg Manor, LLC Rezone and Lot division

Honorable Art Bettge and Honorable Members of the Moscow City Council:

I represent Fosberg Manor, LLC. Fosberg Manor was formed by three grandchildren of Maynard and Margaret Fosberg. When Maynard and Margaret died, they left their Moscow Real Property to these three grandchildren. The LLC was created to facilitate management of the property. The property is on the East side of Mountain View Road, with parcels on the north and south side of East D Street.

The application for Rezone and Lot Division concerns only the parcel that lies north of D Street and East of Mountain View. Currently, this property is divided into three parcels. Two of the parcels have single family homes surrounded by hay field. The bulk of the property is held in a Conservation Easement. The two house lots were excluded from the Conservation Easement.

The Conservation Easement restricts development on the property to preserve its current use for agriculture and greenspace. Fosberg Manor, LLC wants to sell the house on the corner of D Street and Mountain View. It has been a rental property for decades. To sell the house, the lot must be rezoned and divided from the surrounding hay field. Fosberg Manor, LLC also wants to rezone and divide the other house lot from the surrounding hay field.

The Conservation Easement will continue to preserve the agricultural nature of the area. The two houses will be zoned R2 and be maintained as single family residences. At a future time, a request will be made to rezone the hay field part of the property which is covered by the Conservation Easement from R2 to FR.

Fosberg Manor, LLC has no intention to change the use of the parcels or to develop the property. The Conservation Easement restricts development of the hay field and the two house lots will be zoned R2 and too small for more dense development.

*Licensed in Idaho and Washington

As the two houses have been occupied for years and will continue to be occupied, there is no additional burden on city services.

The result of the Rezone and lot division will be to allow Fosberg Manor, LLC to sell one house.

Respectfully:



Paul Clark
Attorney at Law

Enclosure

Cc: Drew Staniewski, Fosberg Manor, LLC

320003

T 39 N, R 5 W, S 9

LEGAL DESCRIPTIONS

PARCEL 1

A parcel of land located in the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 9, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the Southwest Corner of the Northwest 1/4 of Section 9, said point being the centerline intersection of D Street and Mountain View Road, from which the Northwest corner of Section 9 bears N 00°14'32" E, 2641.97 feet;
Thence N 45°11'09" E, 42.22 feet to a point at the intersection of the North right-of-way of D Street and the East right-of-way of Mountain View Road, said point being the POINT OF BEGINNING;
Thence continuing along said East right-of-way N 00°14'32" E, 132.13 feet;
Thence leaving said East right-of-way S 89°12'14" E, 93.74 feet;
Thence S 00°14'32" W, 132.13 feet to a point along said North right-of-way;
Thence continuing along said North right-of-way N 89°12'14" W, 93.74 feet to the POINT OF BEGINNING.

Containing 0.25 acres, more or less.

PARCEL 2

A parcel of land located in the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 9, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the Southwest Corner of the Northwest 1/4 of Section 9, said point being the centerline intersection of D Street and Mountain View Road, from which the Northwest corner of Section 9 bears N 00°14'32" E, 2641.97 feet;
Thence N 45°11'09" E, 42.22 feet to a point at the intersection of the North right-of-way of D Street and the East right-of-way of Mountain View Road;
Thence continuing along said North right-of-way S 89°12'14" E, 268.24 feet to the POINT OF BEGINNING;
Thence leaving said North right-of-way N 00°14'32" E, 124.08 feet;
Thence S 89°12'14" E, 93.58 feet;
Thence S 00°14'32" W, 124.08 feet to a point along said North right-of-way;
Thence continuing along said North right-of-way N 89°12'14" W, 93.58 feet to the POINT OF BEGINNING.

Containing 0.27 acres, more or less.

SCHUMACHER'S ADDITION

LOT 10

LOT 9

LOT 8

SUBJECT PARCEL
5.20 acres +/-WD Inst. No. 415056
WD Inst. No. 293508
OCD Inst. No. 275506
OCD Inst. No. 275506

MOUNTAIN VIEW ROAD

E STREET

BRADLEY & CARLEEN
HORMERMAN
WD 266943DEBORAH SHREY BELL
WD 463899HUNTER S. SNEVELY
WD 494155

VALHALLA ADDITION

RECORD OF SURVEY

A Division of Land Located in
Lots 8, 9 & 10 of Schumacher's Addition
Section 9, T39N, R5W, Boise Meridian
City of Moscow
Latah County, Idaho



0 50 100
ORIGINAL SCALE: 1" = 50 FEET
CADD FILE: Postberg.dwg

LEGEND

- Set 5/8" x 30" Long Rebar w/cap 15 10162
- Found Property Corner as Described
- Calculated Position - Nothing Found or Set
- ✚ Found Section or 1/4 Section Corner
- ✚ Found Sectional Subdivision Corner
- (M) Measured
- (R) Record
- Subject Property Boundary Line
- Existing Schumacher's Addition Lot Line
- Centerline
- Right of Way Line
- - - - - T&E Dashed #2505 Boundary Line

BASIS OF BEARINGS

The Basis of Bearings for this survey is the Idaho Coordinate System, West Zone, NAD 83, as shown between the found West 1/4 and the Center 1/4 Corners of Section 9, said bearing being S 89°12'14" E.

SURVEY REFERENCES

- 1) OCD, Inst. No. 275506
- 2) OCD, Inst. No. 275506
- 3) WD, Inst. No. 293508
- 4) WD, Inst. No. 415056
- 5) ROS, Inst. No. 447352
- 6) Valhalla Addition to City of Moscow, Inst. No. 260545
- 7) Schumacher's Addition, Book 3 of Maps, Page 9

SURVEYORS CERTIFICATION

This map correctly represents a survey made by me or under my direction in accordance with the Survey Recording Act and at the request of Maynard Postberg in December, 2007.



John L. Durr - Idaho Professional Land Surveyor



RIM ROCK CONSULTING, INC.

Land Surveying
Site Planning
Mapping

SHEET
1
OF
1

100 South Broadway, Suite 300 • Boise, Idaho 83725 • 208-343-5000 • www.rimrockinc.com

RECEIVED

AUG 17 2021

City of Moscow

DATE	STATE	COUNTY	PROJECT	DRAWN BY
DECEMBER, 2007	ID	LATAH	FOISBERG	ECD

520005

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH

RECORDED AT THE REQUEST OF *Maynard Postberg*AT 3:51 PM THIS 11th DAY OF *Aug* 2021RECORDED *S. Petersen*

DEPUTY SUSAN PETERSEN



EXISTING PARCEL BOUNDRIES

Parcel #1
1.2 Acres

Parcel # 2
1604 East D Street
1.6 Acres

Parcel #3
1704 East D Street
1.87 Acres

D Street

T 39 N, R 5 W, S 9

LEGAL DESCRIPTIONS

PARCEL 1
A parcel of land located in the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 9, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the Southwest Corner of the Northwest 1/4 of Section 9, said point being the centerline intersection of D Street and Mountain View Road, from which the Northwest corner of Section 9 bears N 00°14'32" E, 2641.97 feet;
thence N 45°31'00" E, 42.22 feet to a point at the intersection of the north right-of-way of D Street and the East right-of-way of Mountain View Road, said point being the **POINT OF BEGINNING**;
thence continuing along said East right-of-way N 00°14'32" E, 132.13 feet;
thence leaving said East right-of-way S 89°12'14" E, 93.74 feet;
thence S 00°14'32" W, 132.13 feet to a point along said North right-of-way;
thence continuing along said North right-of-way N 89°12'14" W, 93.74 feet to the **POINT OF BEGINNING**.

Containing 0.25 acres, more or less.

PARCEL 2
A parcel of land located in the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 9, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the Southwest Corner of the Northwest 1/4 of Section 9, said point being the centerline intersection of D Street and Mountain View Road, from which the Northwest corner of Section 9 bears N 00°14'32" E, 2641.97 feet;
thence N 45°31'00" E, 42.22 feet to a point at the intersection of a North right-of-way of D Street and the East right-of-way of Mountain View Road;
thence continuing along said North right-of-way S 89°12'14" E, 93.58 feet to the **POINT OF BEGINNING**;
thence leaving said North right-of-way N 00°14'32" E, 124.08 feet;
thence S 89°12'14" E, 93.58 feet;
thence S 00°14'32" W, 124.08 feet to a point along said North right-of-way;
thence continuing along said North right-of-way N 89°12'14" W, 93.58 feet to the **POINT OF BEGINNING**.

Containing 0.27 acres, more or less.

RECORD OF SURVEY

A Division of Land Located in
lots 8, 9 & 10 of Schumacher's Addition
Section 9, T39N, R5W, Boise Meridian
City of Moscow
Latah County, Idaho



ORIGINAL SCALE: 1" = 30 FEET
GDD FILE: P000000000

LEGEND

- Set 5/8" x 30" Long Rebar at cap 13 10 162
- Found Property Corner as Described
- Calculated Position - Nothing Found or Set
- ✦ Found Section or 1/4 Section Corner
- ✦ Found Sectional Subdivision Corner
- (M) Measured
- (R) Record
- Subject Property Boundary Line
- Existing Schumacher's Addition Lot Line
- Centerline
- Right of Way Line
- Tax Deed #2505 Boundary Line

BASIS OF BEARINGS

The Basis of Bearings for this survey is the Idaho Coordinate System West Zone, NAD 83, as shown in Section the found West 1/4 and 3/4 Center 1/4 Corners of Section 9, said bearing being S 89°12'14"

SURVEY REFERENCES

- 1) GCD, Inst. No. 275505
- 2) GCD, Inst. No. 275506
- 3) WD, Inst. No. 293508
- 4) WD, Inst. No. 415056
- 5) ROS, Inst. No. 447352
- 6) Valhalla Addition to City of Moscow, Inst. No. 260648
- 7) Schumacher's Addition, Book 3 of Maps, Page 9

SURVEYORS CERTIFICATION

The above property, as described, was surveyed by me or under my direct supervision and the accuracy of the same is certified to be correct.

MOUNTAIN VIEW RD

HARDING ST

DST

COMMITTEE STAFF REPORT

DATE: Monday, February 28, 2022



RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, James Fry, Police Chief

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Police Department - Annual Small Grant Requests for FY22-23 (ACTION ITEM) - Alisa Anderson / James Fry / Eric Warner

DESCRIPTION

The City of Moscow Police Department (MPD) applies for several small grants on an annual basis which assist the department with the purchase of equipment to include bullet proof vests, child passenger safety seats, and to host various traffic enforcement mobilizations and other prevention and safety activities. The grants awarded to MPD provide funding and resources to protect our youngest citizens, operational and personal safety equipment, and program support to implement and host multiple safety programs. These resources assist MPD in their mission of community-oriented policing to improve the quality of life for Moscow residents through community partnerships and problem-solving approaches, while also making sure the officers are outfitted and equipped with everything they need to safely do their jobs.

The Bulletproof Vest Partnership (BVP), created by the BVP Grant Act of 1998, is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. Program recipients are provided an armor vest that is uniquely fitted for each officer to provide the best possible fit and coverage. Through this program, the MPD is awarded 50% reimbursement of up to 3 vests per year.

The Traffic Enforcement Grant through the Idaho Transportation Department (ITD) Office of Highway Safety (OHS) enables MPD to participate in local and statewide traffic enforcement mobilizations. The MPD can select from various High Visibility Enforcement (HVE) mobilizations focused on seatbelt compliance, impaired, aggressive or distracted driving which are held throughout the year, or apply for a mini-grant to host a specific mobilization during a local event to emphasize safety enforcement. The City is reimbursed for officer overtime plus a percent of benefits (regular time is not eligible) during the events. Officers are able to sign up for these overtime mobilizations as they are hosted and work these extra hours to meet the requirements of the program. Match is provided by the vehicle miles traveled during mobilizations.

The MPD has participated in the Child Passenger Safety Seat program since 2003, which is also sponsored by ITD's Office of Highway Safety. MPD applies for funding to purchase safety seats for children, host and teach Child Passenger Safety Technician certification/recertification classes, distribute educational materials, and participate in public events such as the Officer Newbill Kids Safety Fair where parents, grandparents and care providers can get a new car seat fitted to the age-appropriate size, have it installed in a vehicle and be trained on the usage safety requirements. The MPD provides match contributions through in-kind staff time and supplies furnished during training and events.

The MPD also participates in a program hosted by the Idaho Office of Drug Policy through a Partnership

for Success Law Enforcement grant aimed at preventing underaged drinking and drug use through compliance checks, interdiction activities, party patrols and shoulder tap operations. The MPD also works with the University of Idaho to provide educational presentations on topics related to the effects of marijuana, methamphetamine, and underage drinking. The MPD is reimbursed for staff time plus benefits for hours spent while performing a specific duty or educational presentation.

In conjunction with other state and law enforcement organizations and social service organizations, the MPD applies through the Walmart Foundation to receive funding to host an annual event called “Shop with a Cop” in which officers provide a gift card purchased with grant funding to shop at Walmart with the selected children. An officer is matched with a child and gives them a Walmart gift card ranging from \$50 to \$75 to purchase gifts for their family and themselves for Christmas. Through other donations the children are provided breakfast, then they shop with an officer and then gift wrap their presents with Walmart staff and other volunteers. The annual event hosts 12 to 20 children and families each December.

STAFF RECOMMENDATION

Recommend approval and/or ratify the funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of \$50,000 for the FY22-23 fiscal year.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval and/or ratify the funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of \$50,000 for the FY22-23 fiscal year or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

Department Staffing: Police, Finance, and Grants

ATTACHMENTS

None

COMMITTEE STAFF REPORT

DATE: Monday, February 28, 2022



RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Eric Warner

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Moscow Police Department - OHS Highway Safety Grant FFY 2023 (ACTION ITEM) - Alisa Anderson / Eric Warner

DESCRIPTION

The Moscow Police Department (MPD) is requesting to participate in a second year of grant funding for a nationwide program called the Selective Traffic Enforcement Program (STEP). The Idaho Transportation Department (ITD), Office of Highway Safety (OHS) is sponsoring this program to address specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions. The STEP is focused on combatting traffic crashes resulting in fatal and serious injuries. Using problem identification analysis, the agencies focus on the traffic safety issues within their jurisdiction. The Idaho STEP is a yearlong grant and awards are granted annually; this would be the second year MPD would apply. STEP grants reimburse law enforcement departments for time dedicated to traffic enforcement. Police Officer(s) that participate in the STEP grant must track all performance to include problem identification, a project plan including objectives, performance measures and targets, and budget expenses.

Law enforcement agencies are eligible for a yearlong STEP grant to target a clearly identified problem. The program is a reimbursement grant and submission due dates are in January/February each year for application for the subsequent year's grant. The grant period is October 1 through September 30 each year. Agencies can apply for up to 2,080 hours of regular time for enforcement, Public Information and Education (PI&E), and training, plus 200 hours of overtime. One officer or a combination of officers may work the regular dedicated hours and overtime. Reimbursable time includes up to 30% benefit for regular hours and 24% for overtime hours, but does not reimburse for any vacation, sick, or comp time by an officer or employee through this grant. Further details regarding the program parameters are listed in the attached STEP information sheet.

The MPD is requesting to apply for the program maximum of 2,080 regular-time traffic officer enforcement hours plus 200 hours of overtime with the allowable benefit percentage. The estimated amount of reimbursement is anticipated not to exceed \$100,000.00 for the upcoming program period beginning October 1, 2022 through September 30, 2023, which matches the City's FY2023 budget cycle. The MPD employs a dedicated traffic enforcement officer; however, the department will form a "Traffic Enforcement Team" to fulfill the grant requirements, if awarded. The match requirement is 25% of the total amount requested and can include salaries of individuals working on the project, mileage, training provided, and office supplies. There are no additional requirements after the award period ends, unlike many other programs in the past which required continued employment of a police officer position. This program does not overlap with the Traffic Enforcement Mobilization grants which reimburse for overtime only during specific time periods and mobilization or targeted emphasis mini grants. The MPD will carefully document hours and activities dedicated to each specific grant award to avoid any overlap

in overtime hours submitted for reimbursement. The grant request for FY2023 is attached to this report and is due February 28, 2022.

STAFF RECOMMENDATION

Recommend approval and/or ratify the Moscow Police Department to apply for the STEP grant in an amount not to exceed \$100,000 for the FY2023 budget period.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval and/or ratify the Moscow Police Department to apply for the STEP grant in an amount not to exceed \$100,000 for the FY2023 budget period or provide staff further direction.

FISCAL IMPACT

\$25,000 Match - Cash and In-Kind included in FY2022-23 Budget

PERSONNEL IMPACT

Police, Finance, and Grants

ATTACHMENTS

1. 2023 Grant Guidelines
2. 2023 Highway Safety GRANT APPLICATION



Idaho Office of Highway Safety
GRANT APPLICATION INSTRUCTIONS

PO Box 7129
Boise, ID 83707-1129
Phone: (208)334-8100
Fax No. (208)334-4430

Introduction

The Idaho Transportation Department Office of Highway Safety funds grants which address specific behavior related traffic safety priority areas that include Impaired Driving, Aggressive Driving, Distracted Driving, Occupant Protection, Bicycle, Pedestrian, Motorcycle Safety, Youthful Drivers and Traffic Records. Grants may be awarded for assisting the Idaho Office of Highway Safety in addressing traffic safety deficiencies, expansion of an ongoing activity, or development of a new program or intervention. This application is for year-long grants and is not the same as the Traffic Enforcement Grant Program Agreement (TEGPA) or mini-grants.

The National Highway Traffic Safety Administration (NHTSA) Highway Safety Funds, by law, cannot be used for highway construction, maintenance, or design. Requests for NHTSA grant funds are not appropriate for projects such as safety barriers, turning lanes, traffic signals and pavement/crosswalk markings. Additionally, funds cannot be used for facility construction or for the purchase of office furniture. Because of limited funding, the Office of Highway Safety does not fund the purchase of vehicles.

General Information

This Guide is intended to provide funding information and instructions regarding the proper completion of the grant application to Idaho's Office of Highway Safety. Please read the document carefully and refer to it as needed. If at any time you have questions or need help filling out the application, contact any of the staff members listed at the end of this document.

FFY 2023 Grant Application Process Timeline

January 4, 2022	Request for Applications Released
February 28, 2022	Grant Application is due to OHS February 28, 2022 by 5:00 PM MST
March 2022	OHS Staff reviews applications and submits them for scoring
May 2022	OHS will present the Highway Safety Plan (HSP) to the ITSC Board for approval Included in this plan are the potential grant awards
June 2022	ITD Board reviews and approves the HSP
July 2022	NHTSA reviews and approves the HSP
August 2022	New FFY 2023 grants will be awarded and subgrantees will be notified

Selection Criteria

Grants will be reviewed and scored by a selected group representing all aspects of highway safety and NHTSA guidelines. Grants will be awarded according to their score ranking, the higher scoring projects will be given priority. Grants will be reviewed and scored on the following criteria:

- Has the problem/need been clearly identified?
- Is the problem supported by State and/or local data or documentation?
- Are goals and performance measures clearly stated?
- Grant Application and Budget Narrative are complete, correct and relevant.

Notification

The Office of Highway Safety will send a letter or e-mail confirming receipt of your application to the Primary Contact. All grant applications are reviewed and scored during the month of March. The applicant Primary Contact will be notified in August if awarded.

Agencies Eligible to Receive Funding

Government agencies, political “subdivisions” of the state and local government agencies, state colleges and universities, school districts, and certain qualified organizations are eligible to receive highway safety grant funding. If you are a non-profit agency applying for funding, you must make available a copy of your 501c (3) status.

Project Funding Period

Grants are administered on a Federal fiscal year basis (October 1 – September 30). All grants are awarded annually based upon available funding. Grant funded projects, which OHS determines as statewide activities and benefits all citizens of Idaho, may be funded for a longer period of time at the OHS’s discretion.

Highway safety grants are intended to provide the seed money to begin new programs, much like start-up capital is to a new business. All grant funded projects are intended to become self-sufficient when grant funding terminates and continue to operate with local or state funds. To promote self-sufficiency and project continuation, agencies are expected to provide a local hard dollar or in-kind match of 25%.

Funded Traffic Priority Areas

Impaired Driving – Includes impaired driving (alcohol/drugs), youth alcohol programs, and community prevention/intervention programs. Grant applications should include one or more of the following activities: specialized enforcement, education, training, and public information efforts.

Aggressive Driving – Includes speeding, red light running, failure to yield, following too close, and other high risk aggressive driving behaviors. Grant applications should include one or more of the following activities: specialized enforcement, education, and public information efforts.

Distracted Driving – Includes efforts to create public awareness, enforce existing hands-free law, and other high risk distracted driving behaviors. Grant applications should include one or more of the following activities: specialized enforcement, education, and public information efforts.

Occupant Protection – Includes seat belt use awareness, seat belt enforcement, special needs, teens, minority programs, and other education programs. Grant applications should include one or more of the following activities: education, training, enforcement, usage and attitudinal surveys, and public information efforts.

Child Passenger Safety – Includes establishing or expanding child passenger safety inspection sites, child passenger safety technician training, special needs training, and other child passenger safety programs. Grant applications should include one or more of the following activities: education, training, enforcement, usage surveys, attitudinal surveys, and public information efforts.

Pedestrian and Bicycle Safety – Includes programs to increase safety awareness and skills among pedestrians, bicyclists, and motorists sharing the roadway. Grant applications should include the following activities: education, training, enforcement, surveys, and public information efforts.

Motorcycle Safety – Includes programs to increase safety awareness and skills among motorcyclists or motorists sharing the roadway. Applications should include one or more of the following activities: education, training, and public information efforts.

Youthful Drivers – Funding is provided to eliminate fatal and injury crashes by 15-19 year old drivers. Emphasis is placed on prevention through education and enforcement activities. Agencies are encouraged to work with local teen groups such as impaired driving offenders, student governments, and other student organizations dedicated to increasing peer-to-peer education of traffic safety issues. Proposed projects should focus on creating change in teen driving behaviors.

Selective Traffic Enforcement Program (STEP) –The Selective Traffic Safety Program (STEP) combats traffic crashes resulting in fatal and serious injuries through dedicated and sustained traffic enforcement. The Idaho STEP program is a year-long grant program. The grant program may fund up to 2,080 hours of regular duty time per year and an identified number of overtime hours. The grants are awarded on an annual basis. Using problem identification, the agencies focus on the traffic safety issues. Provide crash and citation comparison data for up to 3 years prior to the current grant funded years. The activities must include highway safety focus areas based on problem identification that includes crash data.

Highway Safety Grant Application Guidelines

Your grant application will need to be submitted to the Office of Highway Safety **on or before February 28, 2022 by 5:00 PM MST** in order to be considered. Please make sure that you have completed all elements of the application in order to be considered.

APPLICATION INSTRUCTIONS

SECTION 1 - Application Information

Provide relevant, current and correct contact information regarding this project and the person(s) associated with it.

- A. **NEW THIS YEAR** - [UEI, Unique Entity Identifier](#), in lieu of the DUNS number, the federal government now requires each agency provide their UEI. To find your UEI, you must first be registered with the System of Award Management ([SAM.gov](#)). When you register, you will receive an UEI.

SECTION 2 - Grant Narrative

Provide a project narrative by completing all parts of this section. The following application sections must be thoroughly completed.

- A. **Project Focus** - Select a project focus area. You may check more than one area if appropriate.
- B. **Agency Need Statement** – In this section you will establish your project goal(s). Be sure to provide data to support the goal(s). Describe and document the need for your program and explain the problem. What is the problem, and what data identifies and supports this as a problem. You may use your agency's data, [Idaho Crash Data Dashboards](#), [WebCars](#), [ITD Crash reports](#), or any source to support the goal. Describe the target population affected and use data specific to the target population. If you have questions regarding data feel free to contact one of the research analyst principals to help. Kelly.campbell@itd.idaho.gov or steve.rich@itd.idaho.gov.
- C. **Grant Planned Activity Summary** – Summarize the scope of your project. Include how you plan to implement the grant and how the project will aid in reaching the established goal(s). How will the project be implemented? Be sure to include activities, events, enforcement, outreach and a timeline.
- D. **Assessment and Performance Evaluation** – This section requires you to describe what type of data you intend to collect to verify that you will meet your project goal(s). Be sure to clearly state which data will be collected. You will also need to indicate how you will report on the progress of your project. **Note**, if this is an enforcement grant, all grant funded performance activity must be tracked.
- E. **Attachments** – Attach any other information that would be beneficial to your project. Attachments are not a required part of this application. Please keep your documentation to a minimum.

SECTION 3 - Project Budget

In this section, please describe in as much detail as possible, the cost/expenses associated with the proposed project. Also identify how your agency will provide matching funds. Any funds you claim as match cannot be federal dollars. Matching Funds can include salaries of individuals working on the project, mileage incurred while working on the project, training provided, office supplies or any other in-kind or matching funds. You do not have to show match in each category but your **total match must be at least 25% of the total amount you are requesting for the project.**

 SAMPLE - Grant Application BUDGET Worksheet Idaho Transportation Department Office of Highway Safety			
Agency: Any County Sheriff's Office		Project Title: Impaired High Visibility Enforcement	
		BUDGET	
	State/Local Match	Grant Funded	
PERSONNEL COSTS (HS H901)			Personnel costs include wages and may include the benefits paid against the wage.
Officer OT including benefits = 35/hr x 500 hrs.		\$17,500.00	
Admin to process claims and reports = 16.5/hr x 25 hrs.	\$412.50		
Officer hrs. during DRE Sem = 40 hrs x \$30	\$1,200.00		
Subtotal Personnel Costs	\$1,612.50	\$17,500.00	
TRAVEL (HS H902)			Travel costs include mileage, airfare, per-diem, and lodging. Does not include conference fees.
Mileage traveled during OT = .58/mi. x 6500	\$3,944.00		
DRE Seminar (airfare, hotel, per-diem)		\$2,200.00	
Subtotal Travel	\$3,944.00	\$2,200.00	
CONTRACTUAL SERVICES (HS H903)			Contractual services may include services required to carry out the grant activities by a third party contractor, i.e. trainer, event coordinator, media, etc...
Subtotal Contractual Services	\$0.00	\$0.00	
CONSUMABLES (HS H904)			Consumable are equipment or items used to support the activities of the grant.
Handheld FC20 Breathalyzer		\$2,000.00	
Subtotal Commodities	\$0.00	\$2,000.00	
DIRECT COSTS (HS H905)			
Advanced DRE Seminar Fee		\$2,000.00	Direct costs include items that support the success of the grant activities, i.e. conference fees and training.
Subtotal Other Direct Costs	\$0.00	\$0.00	
INDIRECT COSTS (HS H906)			
Subtotal Indirect Costs	\$0.00	\$0.00	Before using, a rate must be substantiated by the grantee. CFR2 Part 200.414
GRANT REQUEST TOTAL	\$5,556.50	\$21,700.00	

GRANT APPLICATION SUBMITTAL

Once you have completed the grant application,

e-mail to: ohsgrants@itd.idaho.gov

or mail to: ITD Office of Highway Safety

PO Box 7129

Boise, ID 83702.

Submittal deadline is 5:00 PM MST FEBRUARY 28, 2022. If you need help with your application or have questions about the application process contact any of our Grant Project Managers listed below.

OHS Contact Information:

Highway Safety Manager: John.Tomlinson@itd.idaho.gov

208.334.8557

TEGPA, Year-Long Enforcement & Bike/Ped Grants:

Denise.Dinnauer@itd.idaho.gov

208.334.4460

STEP and Impaired Driving Grants: Lisa.Losness@itd.idaho.gov 208.334.8103

Mobilizations & Mini Grants: Josephine.Middleton@itd.idaho.gov

208.334.8112

SWET & Crash Data: Kelly.Campbell@itd.idaho.gov

208.334.8105

Motorcycle Safety, & Occupant Protection/Child Passenger Safety: Tabitha.Smith@itd.idaho.gov

208.334.8104

LEL Program, Communications, & OHS Summit: Bill.Kotowski@itd.idaho.gov

208.334.8690

e-Impact or Quick Crash: Kirstin.Weldin@itd.idaho.gov

208.334.8113

Crash Data & WebCars Username: Steve.Rich@itd.idaho.gov

208.334.8116

Resources:

[Numetric](#) Crash dashboards

Numetric [Crash Data Dashboard Overview training video](#), 9 min.

[WebCars](#)

[ITD Crash reports](#)



FFY 2023 GRANT APPLICATION

Idaho Transportation Department
Office of Highway Safety



Instructions:

This application consists of three sections: section 1-application information and signature, section-2 grant narrative, section-3 grant budget. Please complete each section. An incomplete application will not be considered. Submit application via mail or e-mail. Application deadline is 5:00 pm MST, Friday, February 28, 2022. Mail to: ITD Office of Highway Safety, PO Box 7129, Boise, ID 83707-1129. E-mail to: ohsgrants@itd.idaho.gov.

SECTION 1 – Application Information

Agency Name	Moscow Police Department		
Agency Address	155 Southview Ave., Moscow, ID 83843		
Agency Type	Law Enforcement ☒ State Agency ☐ Non-Profit ☐ Local Agency ☐	FEIN Tax ID Number	82-6000227
		UEI Unique Entity Identifier	958856338

Primary Contact (The agency contact with signing authority)

Name and Title	Captain Roger Lanier		
Address	155 Southview Ave., Moscow, ID 83843		
E-mail	rlanier@ci.moscow.id.us	Phone Number	(208)883-7054

Grant Manager Contact (Responsible for managing the everyday activities of the grant.)

Name and Title	Officer Eric Warner		
Address	155 Southview Ave., Moscow, ID 83843		
E-mail	Ewarner@ci.moscow.id.us	Phone Number	(208)883-7054

Primary Contact Signature	Roger W. Lanier
---------------------------	-----------------

Grant Manager Signature	
-------------------------	--

SECTION 2 – Grant Narrative

A. Project Focus

Select a project focus area, check all of the areas that apply.

Check all areas that apply.	Impaired Driving	☒	Aggressive Driving	☒
	Distracted Driving	☒	Occupant Protection	☒
	Youthful Drivers	☒	Child Passenger Safety	☒
	Motorcycle	☒	Other	☐
	Bicycle/Pedestrian	☒		

B. Agency Need Statement

Establish your project goal. Provide data to support the goal. Describe and document the problem/need. Include the most recent data possible. You may use your agency’s data, WebCars analysis, [ITD crash data dashboard](#), the [2020 crash report](#), or contact one of the research analyst principals to help. kelly.campbell@itd.idaho.gov or steve.rich@itd.idaho.gov.

In an effort to reduce crashes, fatalities and serious injuries which occur as a result of distracted, impaired, and aggressive driving and lack of proper child restraints, the Moscow Police Department (MPD) is applying for a STEP grant through the Idaho Transportation Department’s Office of Highway Safety. If awarded this grant, the MPD will provide dedicated personnel hours to traffic enforcement duties which will promote safety and awareness. In addition, each contact with the public will be used as an opportunity to educate individuals about program requirements and the dangers of violating traffic laws. Dedicated personnel hours will increase the number of traffic stops, which will, in turn, increase citizen contacts.

The City of Moscow is a hub for traffic from Eastern Washington and Northern Idaho. U.S. Highway 95 and State Highway 8 converge in downtown Moscow utilizing surface streets. Washington State University (WSU) and the University of Idaho (UI) bring a new diverse population of inexperienced and young drivers, cyclists and pedestrians to Moscow streets each year. During the summer, the rural highway routes in the area bring an increased volume of motorcyclists and pleasure traffic to the area. During the winter months, Moscow has an annual snowfall of approximately 43 inches. The winter road conditions, combined with new drivers and students from around the world, creates an increase of traffic related calls. The MPD has one dedicated traffic officer who works five 8-hour daytime shifts. This traffic officer performs the daily management of grants from ITD, and ODP. The traffic officer also handles all crashes, school bus stop arm violations, and traffic offense calls while on duty.

Beginning in 2019 to date, MPD’s traffic officer investigated 70 school bus stop violations, 263 traffic offense calls, 450 crash investigations with 317 reports taken, and conducted 2,322 traffic stops. As a result of these contacts, MPD’s traffic officer issued 1,029 traffic code citations. MPD’s traffic officer comprised approximately 18.5% of all traffic stops for our agency which employs 24 uniformed patrol officers. The traffic offenses and crashes do not slow down when MPD's traffic officer is off duty. For reference, MPD patrol officers responded to a total of 35 bus violations, 1,472 traffic offense calls, 2,110 crash investigations with 1,314 reports taken from crashes. Since 2019 MPD patrol officers have made 12,539 traffic stops from 2019 to 02-08-2022. Many MPD patrol officers state they have observed traffic violations while responding to calls for service and were unable to stop the violators because of the urgency of the incident at hand. A dedicated officer on the shift would be able to contact those observed offenders. The MPD’s goal is to increase the number of officers conducting traffic stops; thereby increasing the possibility of finding DUI offenses, drug offenses, and other serious illegal activity. Since the implementation of the STEP grant for Fiscal year 2022, from 10-27-2021 to 02-08-2022, MPD officers made 1,052 traffic contacts while working STEP hours and match hours.

MPD is requesting 2,080 regular hours and 200 overtime hours to supplement the current traffic patrol hours in the City of Moscow. Our goal is to have MPD's patrol division shifts include a dedicated officer to traffic enforcement

duties as staffing permits. Our match will be the regular hours worked by MPD's dedicated traffic officer. Our goal is to use these hours worked to increase the annual number of traffic stops through high visibility patrol by 15% compared to the last three-year average and decrease the number of crashes by 3%.

-Data obtained through local MPD records available through Spillman Computer Aided Dispatch.

C. Grant Planned Activity Summary

Summarize the scope of your project. Include how you plan to implement the grant and how the project will aid in achieving your goal(s). Be sure to include activities, events, enforcement and outreach. Provide a timeline. (Not to exceed 3 pages.)

The grant funds will be used to increase MPD's traffic patrols thereby increasing the ability of patrol officers to contact motorists with equipment and moving violations. In addition, this grant funding would also increase MPD's contact with pedestrians and bicyclists who commit offenses under the traffic code. The stops will allow officers to provide education and effect enforcement where appropriate creating a safer environment between vehicle and pedestrian/bicycle interactions. The college campuses create patrol opportunities unique to Moscow, Idaho. UI and WSU host many high activity weekend events throughout the year such as recruitment programs, parent and family weekends, Lionel Hampton Jazz Festival, Greek-living party weekends, and football games. The STEP Overtime grant funds will be utilized during these high activity weekdays and weekends to perform high visibility patrols. When staffing permits, patrol shifts will dedicate an officer to work regular hours of traffic enforcement including DUI patrols and be available to respond to traffic related calls for service (call in reports of reckless drivers and suspected DUI drivers). Approximately two 12-hour shifts of daytime and nighttime patrols per week will allow MPD officers to contact a much wider range of motorists. These extra hours, in addition to daytime patrols of MPD's dedicated traffic officer, will allow officers to contact motorists who are not on the roadway while MPD's traffic officer is on duty. The demographic of drivers in Moscow vary greatly depending on the time of day due to the close proximities of the two major universities. Numerous drugs seizures and DUI arrests by MPD's officers occur as a result of traffic stops and interactions with drivers during nighttime patrols.

In 2022, MPD and the City of Moscow will host a "National Night Out" in our downtown mid-summer. National Night Out is a great opportunity for education and community outreach, allowing officers and Child Passenger Safety Seat Technicians to interact with the public in a casual setting. Barring 2020 and 2021 due to COVID-19, the first Saturday in June, MPD has traditionally hosted the Lee Newbill's Kids Safety Fair, named after a fallen MPD officer. The annual Kids Safety Fair is an event hosted by a local non-profit established for the purpose. The Safety fair is a co-operative event with the City of Moscow Fire and Police Departments along with multiple local businesses and regional vendors to promote child bicycle safety, road safety, and car seat safety. Children participate in activities designed to teach safety and hundreds of bicycle helmets are provided for free to the children who attend.

D. Assessment and Performance Evaluation

Describe how you will evaluate the performance of the grant. Describe what type of data you intend to collect to verify that you will meet your goal(s). Indicate how you will report on the progress of your project and if the agency met its goal(s).

The MPD's computer aided dispatching system allows us to track the number of traffic stops, the demographics of those stops, and citations issued by individual officers. At MPD, we pride ourselves on community policing and education. The average traffic enforcement rate by all MPD officers from 2019 to today is approximately 20.5% for traffic stops versus citations and arrests. The time saved by not issuing a citation for minor offenses and improving community relations through educational contacts is beneficial on all fronts. The more individuals we are able to contact, the greater our chances of reducing bad driving habits, discovering more serious offenses, and reducing crashes.

At first glance, MPD' 3-year numbers from 2018-2021 compared to 2019 to 2022 have gone up. MPD officers conducted an additional 2,231 traffic stops and traffic contacts in the 3-year period.

E. Attachments

Attach any other information that you feel may be beneficial to your project. Attachments are not required but accepted. Please keep your documentation to a minimum.

SECTION 3 – Project Budget

In this section, please describe in as much detail as possible the cost/expenses associated with the proposed project. Identify how your agency will provide matching funds. Any funds you claim as match cannot be federal dollars. Matching Funds may include salaries of individuals working on the project, mileage incurred while working on the project, training provided, office supplies or any other in-kind or matching funds. You do not have to show match in each category but your **total match must be at least 25% of the total amount you are requesting for the project.**



Grant Application BUDGET Worksheet

Idaho Transportation Department Office of Highway Safety

Agency:

Project Title:

	BUDGET	
	Local Match	Grant Funded
PERSONNEL COSTS (HS H901)		
2080 regular hours X 39.42/ hour, including a 30% benefit rate, in-kind match at regular hours worked traffic enforcement and admin related duties	\$20,500.00	\$82,000.00
200 overtime hours at average rate of \$60.00/ hour, including a 24% benefit rate. in-kind match at regular hours worked traffic enforcement and admin duties related to such work, P.C. Affidavits, reports, etc.	\$3,000.00	\$12,000.00
Subtotal Personnel Costs	\$23,500.00	\$94,000.00
TRAVEL (HS H902)		
ID state rate = .56 per mile		
Subtotal Travel	\$0.00	\$0.00
CONTRACTUAL SERVICES (HS H903)		
Subtotal Contractual Services	\$0.00	\$0.00
CONSUMABLES (HS H904)		
in-kind match at regular hours worked traffic enforcement and admin related duties	\$1,500.00	\$ 6,000.00
Subtotal Commodities	\$1,500.00	\$6,000.00
DIRECT COSTS (HS H905)		
Subtotal Other Direct Costs	\$0.00	\$0.00
INDIRECT COSTS (HS H906)		
Subtotal Indirect Costs	\$0.00	\$0.00
GRANT REQUEST TOTAL	\$25,000.00	\$100,000.00

COMMITTEE STAFF REPORT

DATE: Monday, February 28, 2022



RESPONSIBLE STAFF

Bob Buvel, Staff Engineer

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Taylor Booster Station Supply Loop Bid Award (ACTION ITEM) - Bob Buvel

DESCRIPTION

This project consists of the installation of approximately 850 linear feet of watermain in Taylor Street to increase the system capacity supplying the Taylor Booster Station. The new watermain will be a dedicated supply line so it will be sized to prevent low pressure points during fireflow events and there won't be any water services tapped to the new supply line. In addition to the installation of the dedicated supply watermain, the existing Taylor Street watermain will be connected to the high pressure side of the Taylor Booster station, increasing pressure and fire flow in an area known to be inadequate in pressure and fireflow.

Bids were opened on Tuesday, Feb 22, 2022. Two bids were received, ranging from \$315,817 to \$549,938. The bid from ML Albrights & Sons, Inc was the apparent low bid of \$315,817.00. The Engineer's Estimate was \$336,494.40. The full bid tabulation is included in the packet.

STAFF RECOMMENDATION

Recommend acceptance of the low bid from ML Albrights & Sons, Inc., award the contract for the bid amount of \$315,817.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the low bid from ML Albrights & Sons, Inc., award the contract for the bid amount of \$315,817.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

FISCAL IMPACT

An expenditure of \$315,817.00 plus an additional 10% allocated for possible change orders will be expended from Water Capital Projects Line item 320-220-770-73 - Improvements- Water Lines.

PERSONNEL IMPACT

City staff will administer the construction contract and inspection.

ATTACHMENTS

1. Taylor Booster Station - Bid Tabulation 2022
2. ConstructionAgreement-Taylor Booster Loop & Supply Line Upgrade_DRAFT

Taylor Loop & Supply Line Upgrade Bids Opened 2/22/2022
--

Engineers Estimate		S&L Underground, INC		M.L Albright & Sons, INC	
Unit Price	Amount	Price	Total	Price	Total
\$20.00	\$29,500.00	\$16.00	\$23,600.00	\$8.00	\$11,800.00
\$20.00	\$180.00	\$28.00	\$252.00	\$44.00	\$396.00
\$20.00	\$200.00	\$18.00	\$180.00	\$40.00	\$400.00
\$30.00	\$8,670.00	\$35.00	\$10,115.00	\$24.00	\$6,936.00
\$110.00	\$93,940.00	\$168.00	\$143,472.00	\$89.00	\$76,006.00
\$110.00	\$1,100.00	\$162.00	\$1,620.00	\$138.00	\$1,380.00
\$110.00	\$1,760.00	\$154.00	\$2,464.00	\$120.00	\$1,920.00
\$115.00	\$690.00	\$195.00	\$1,170.00	\$308.00	\$1,848.00
\$3,100.00	\$12,400.00	\$3,600.00	\$14,400.00	\$3,489.00	\$13,956.00
\$3,500.00	\$3,500.00	\$4,400.00	\$4,400.00	\$4,010.00	\$4,010.00
\$2,400.00	\$7,200.00	\$2,800.00	\$8,400.00	\$2,345.00	\$7,035.00
\$6,500.00	\$6,500.00	\$8,500.00	\$8,500.00	\$8,000.00	\$8,000.00
\$2,000.00	\$10,000.00	\$5,000.00	\$25,000.00	\$2,640.00	\$13,200.00
\$50.00	\$750.00	\$175.00	\$2,625.00	\$125.00	\$1,875.00
\$23,000.00	\$23,000.00	\$25,000.00	\$25,000.00	\$27,700.00	\$27,700.00
\$200.00	\$67,200.00	\$155.00	\$52,080.00	\$136.00	\$45,696.00
\$30.00	\$10,590.00	\$110.00	\$38,830.00	\$24.00	\$8,472.00
\$30.00	\$9,090.00	\$110.00	\$33,330.00	\$27.00	\$8,181.00
\$2.00	\$2,950.00	\$10.00	\$14,750.00	\$6.00	\$8,850.00
\$15.00	\$5,400.00	\$40.00	\$14,400.00	\$51.00	\$18,360.00
\$100.00	\$500.00	\$250.00	\$1,250.00	\$205.20	\$1,026.00
\$50.00	\$500.00	\$110.00	\$1,100.00	\$77.00	\$770.00
\$500.00	\$500.00	\$28,000.00	\$28,000.00	\$3,500.00	\$3,500.00
\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00
\$25,374.40	\$25,374.40	\$55,000.00	\$55,000.00	\$24,500.00	\$24,500.00
TOTAL	\$336,494.40	TOTAL	\$549,938.00	TOTAL	\$315,817.00

**CONSTRUCTION AGREEMENT
FOR TAYLOR BOOSTER STATION LOOP AND SUPPLY LINE UPGRADE
BETWEEN CITY OF MOSCOW, IDAHO
AND M.L. ALBRIGHT AND SONS, INC.**

THIS CONSTRUCTION AGREEMENT FOR TAYLOR BOOSTER STATION LOOP AND SUPPLY LINE UPGRADE BETWEEN CITY OF MOSCOW, IDAHO, AND M.L. ALBRIGHT AND SONS, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2022, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and M.L. Albright and Sons, Inc., P.O. Box 603, Lewiston, Idaho, 83501(hereinafter "CONTRACTOR"):

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of CITY, extended through an "Invitation to Bid" see Attachment 'A', CONTRACTOR submitted a Bid Proposal containing an offer invited by said invitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive Bid Proposal; and

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through six (6), and the following:

1. Drawings, Specifications and Proposal, Attachment 'A' for: **Taylor Booster Station Loop and Supply Line Upgrade**, consisting of **139 pages**;
2. Bid Proposal of CONTRACTOR, dated February 22, 2022, see Attachment 'B', consisting of four pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addenda, if applicable, Attachment 'C', consisting of number of pages; and
5. Change Orders, which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the General Conditions of Attachment 'A'.

**ARTICLE 2.
WORK**

CONTRACTOR shall complete the entire work as specified, indicated and required under the Contract Documents, contained herein under Article 1. for CITY project (hereinafter "Project") titled:

Taylor Booster Station Loop and Supply Line Upgrade

**ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION**

The work to be performed pursuant to this Agreement shall not start prior to May 16, 2022, shall be substantially complete by August 12, 2022 and shall be completed with Thirty (30) days of commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or by any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

**ARTICLE 4.
CONTRACT SUM**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Three Hundred Fifteen Thousand Eight Hundred Seventeen Dollars (\$315,817.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Three Hundred Fifteen Thousand Eight Hundred Seventeen Dollars (\$315,817.00), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

**ARTICLE 5.
INDEPENDENT CONTRACTOR**

The Parties warrant by their signatures that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR's employees, agents, representatives or subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all work required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the CITY.

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain 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. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10. LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local statutes and regulations in the performance of the services hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will, in any way, serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

Anti-Boycott Against Israel Act. CONTRACTOR certifies it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with I.C. 67-2346 will result in this Agreement being void as against public policy.

ARTICLE 11. EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12. LEGAL 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 a lawsuit.

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

ARTICLE 14. SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

ARTICLE 15. COMMUNICATIONS

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following address:

CONTRACTOR:

M.L. Albright & Sons, Inc
Marvin Albright, President
6182 Lapwai Road
Lewiston, ID 83501

CITY:

City of Moscow

Engineering Division
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

ARTICLE 16. NON-APPROPRIATIONS

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

ARTICLE 17. APPROVAL REQUIRED AND SEVERABILITY

This Agreement shall not become effective or binding until approved by CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

ARTICLE 18. EXECUTION

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

M.L. Albright & Sons, Inc

CITY:

City of Moscow, Idaho

By: Marvin Albright, President

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

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

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

Attachment A

Attachment B

Attachment C

COMMITTEE STAFF REPORT

DATE: Monday, February 28, 2022



RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

AT&T Wireless Communications Lease Agreement Renewal (ACTION ITEM) - Bill Belknap

DESCRIPTION

In August of 2003, the City entered into a wireless communications facility lease agreement with Cingular Wireless to install wireless communications equipment on the City's Residence Street water reservoir. The lease agreement has been amended five times to accommodate minor alterations and additional antennas and equipment at the site. New Cingular Wireless (the current business name) has approached the City with a request to revise the agreement to update the annual monetary fee, establish a 3% annual escalator and extend the term for five years beginning in August 2023. Staff and New Cingular have prepared the agreement amendment for the Council's consideration.

STAFF RECOMMENDATION

Recommend approval of the agreement amendment to the City Council.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the agreement amendment to the City Council; or provide staff further direction

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Moscow - ATT 6th Amendment_2022_final

SIXTH AMENDMENT TO WIRELESS COMMUNICATION FACILITY AGREEMENT

THIS SIXTH AMENDMENT TO WIRELESS COMMUNICATION FACILITY AGREEMENT ("Sixth Amendment"), dated as of the latter of the signature dates below, is by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 ("CITY") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, Georgia, 30319 ("AT&T MOBILITY").

WHEREAS, CITY and AT&T MOBILITY entered into a Wireless Communication Facility Agreement dated August 4, 2003, said Agreement was amended as follows:

 "Amendment to Lease" dated August 26, 2003,

 "Second Amendment to Wireless Communication Facility Agreement" dated May 28, 2013,

 "Third Amendment to Wireless Communication Facility Agreement" dated March 22, 2016,

 "Fourth Amendment to Wireless Communication Facility Agreement" dated November 7, 2017

 "Fifth Amendment to Wireless Communication Facility Agreement" dated September 27, 2021 (collectively the "Agreement"), whereby CITY leased to AT&T MOBILITY certain premises, therein described, that are a portion of the Property located at 608 Residence Street, Moscow, Idaho, 83843; and

WHEREAS, CITY and AT&T MOBILITY, in their mutual interest, wish to amend the Agreement to extend the term of the Agreement; and

WHEREAS, CITY and AT&T MOBILITY, desire to adjust the annual monetary fee as set out herein in conjunction with this Sixth Amendment; and

WHEREAS, CITY and AT&T MOBILITY, wish to amend the Agreement to permit CITY to require the possible relocation of the Wireless Communication Facility (WCF); and

WHEREAS, CITY and AT&T MOBILITY, wish to amend the Agreement as set forth below accordingly;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and AT&T MOBILITY agree as follows:

1. **Renewal Term:** Parties agree to renew the term of the Agreement for an additional 5-year period beginning August 18, 2023 ("Renewal Term").

2. **Annual Monetary Fee.** The Annual Monetary Fee, as established by the prior amendments referenced herein, is currently Twenty-Three Thousand Three Hundred Sixteen Dollars and Seventy-Five Cents (\$23,316.75). Commencing the first day of the Renewal Term (August 18, 2023), the annual monetary fee shall be increased by three percent (3%) and will continuously be increased by three percent (3%) upon August 18th of each year of the Renewal Term, subject to further adjustments as provided in the Agreement. The Annual Monetary Fee schedule with the

three percent (3%) increase will be as follows:

August 18, 2023 \$24,016.25
August 18, 2024 \$24,736.74
August 18, 2025 \$25,478.84
August 18, 2026 \$26,243.21
August 18, 2027 \$27,030.50

3. **Relocation.** If it is determined that the water tower must be removed, the CITY agrees to give AT&T MOBILITY no less than 18 months to secure an adequate relocation site for movement of the WCF.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Sixth Amendment, the terms of this Sixth Amendment shall control. Except as expressly set forth in this Sixth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Sixth Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Sixth Amendment to be effective as of the last date written below.

AT&T MOBILITY:
New Cingular Wireless PCS, LLC
A Delaware limited liability company

CITY:
City of Moscow, Idaho

By: AT&T Mobility Corporation
Its: Manager

By: _____

Bill Lambert, Mayor

Its: _____

Date: _____

Date: _____

ATTEST:

Laurie M. Hopkins, City Clerk

AT&T MOBILITY ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF)

This instrument was acknowledged before me on _____, 2022, by _____, as _____ of AT&T Mobility Corporation.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Oregon
My commission expires: _____

COMMITTEE STAFF REPORT

DATE: Monday, February 28, 2022



RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

Jen Pfiffner, Deputy City Supervisor - Recreation, Culture and Employee Services

OTHER RESOURCES

AGENDA ITEM TITLE

2022 Moscow Farmers Market Handbook (ACTION ITEM) - Amanda Argona

DESCRIPTION

In 2018, the Moscow Farmers Market implemented the first iteration of the Moscow Farmers Market Handbook. The Handbook is an expanded policy document meant to provide clarity and serve as a resource for anyone seeking information on the Market, as well as hold Market participants accountable for operating procedures. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the proposed changes to the Handbook on February 1, 2022, and unanimously accepted three of the four changes for approval and adoption by the Council for the 2022 Market Season.

STAFF RECOMMENDATION

Recommend approval of the 2022 Moscow Farmers Market Handbook.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the 2022 Moscow Farmers Market Handbook, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution_2022- FarmersMarketHandbook_final with attachment

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE MOSCOW FARMERS MARKET 2022 HANDBOOK INCLUDED HERewith AND INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

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

WHEREAS, the Market is an integral part of Moscow's vibrant downtown, bringing together people from all viewpoints, walks of life, and interests; and

WHEREAS, the Council wishes to continue to support and promote the Market; and

WHEREAS, the Moscow Farmers Market 2022 Handbook (hereinafter "Handbook") policies have been developed and recommended by the Moscow Farmers Market Commission, with input from City staff members, and made available for review by vendors and the public through public Commission meetings; and

WHEREAS, establishment of the Handbook will allow for an efficient, effective, predictable and fair administration of the Market activities during the 2022 Market Season; and

WHEREAS, this Handbook enhances transparency and understanding, and provides additional information for the reasoning behind policies, as the goal of the Handbook was to increase the clarity, quality, consensus on, and consistency of policies; and

WHEREAS, the Council believes that this Handbook and the policies contained herein are appropriate, and will support the Market and enhance the Market experience for all of those who participate in this great City activity;

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

The attached Moscow Farmers Market 2022 Handbook is hereby adopted for the 2022 Market Season.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laffin	_____	_____	_____	_____
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 March, 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



MOSCOW FARMERS MARKET

EST. 1976

growers | makers | performers

2022 HANDBOOK

CITY OF MOSCOW | 221 E SECOND STREET | MOSCOW, IDAHO

WWW.CI.MOSCOW.ID.US | 208-883-7132

FARMERSMARKET@CI.MOSCOW.ID.US



Table of Contents

MOSCOW FARMERS MARKET OVERVIEW.....	4
MISSION STATEMENT	6
CORE VALUES.....	6
PHILOSOPHIES	6
DEFINITION OF TERMS.....	8
VENDOR CATEGORIES.....	9
AGRICULTURE VENDORS.....	9
NON-AGRICULTURE VENDORS.....	9
YOUTH VENDORS.....	10
PERFORMANCE VENDORS (BUSKERS)	11
POLICIES.....	13
MARKET OPERATING POLICIES	13
1. MARKET LOCATION.....	13
2. VENDOR PRODUCTION AND LOCATION RULE.....	13
3. MARKET SCHEDULE.....	13
4. VENDOR ELIGIBILITY AND APPROVAL.....	13
5. MARKET VENDOR SPACE.....	14
6. MARKET FEES	15
7. REGULATION OF CERTAIN ACTIVITIES DURING MARKET OPERATIONS.....	17
VENDOR OPERATING POLICIES	20
1. MARKET VENDOR REQUIREMENTS	20
2. HAWKING.....	20
3. SALE AND DISTRIBUTION OF NON-APPROVED ITEMS.....	20
4. VENDOR MERCHANDISE.....	20
5. PUBLIC HEALTH MANAGEMENT	20
6. GENERATORS.....	21
7. DECORUM / ETIQUETTE.....	21
8. PARTICIPATION IN MARKET PROMOTION.....	21
9. SIGNAGE	21
10. PRICING.....	21
11. PACKAGING AND LABELING.....	21
12. ANNUAL GROSS SALES REPORTING.....	22
13. IDAHO SALES TAX REPORTING.....	22
14. AGREEMENT TO HOLD HARMLESS, DEFEND, AND INDEMNIFY.....	22
15. PERMITS AND LICENSES.....	22
16. THIRD PARTY CERTIFICATIONS.....	22
17. ANNUAL VENDOR ORIENTATION	22
18. NON-ATTENDANCE.....	23
19. SETUP.....	23
20. TAKE-DOWN.....	23
21. EARLY DEPARTURE / SELLING OUT.....	24
22. VENDOR SPACE ASSESSMENT	24

23. RESALE.....	24
POLICY VIOLATIONS.....	25
PENALTIES.....	25
1. FIRST PENALTY	25
2. SECOND PENALTY	25
3. THIRD PENALTY	25
ENFORCEMENT	25
EGREGIOUS BEHAVIOR AND OFFENSE.....	25
APPEALS PROCESS	26
1. APPEALING A PENALTY.....	26
2. WRITTEN STATEMENT	26
3. NUMBER OF APPEALS.....	26
4. FINAL DECISION.....	26
EFFECTIVE DATE	26
APPENDICES	I
APPENDIX 1 – MOSCOW FARMERS MARKET MAP AND BOUNDARIES	I
APPENDIX 2 – MOSCOW FARMERS MARKET VENDOR FEES.....	II
APPENDIX 3 – SAFETY COMPLIANCE REQUIREMENTS	III
1. TENTS, CANOPIES, UMBRELLAS, ETC.....	III
2. FIRE EXTINGUISHERS	III
3. PORTABLE COOKING DEVICES.....	III
4. ELECTRICAL CORDS.....	IV
5. FIRE LANES	IV
APPENDIX 4 – MOSCOW FARMERS MARKET NOTICE OF PENALTY	V
APPENDIX 5 – PERMITS, LICENSEES, AND RESOURCE CONTACTS	VI
APPENDIX 6 – VENDOR ELIGIBILITY & APPROVAL	XI
1. BASIC ELIGIBILITY.....	XI
2. APPROVAL PROCESS FOR AGRICULTURAL VENDORS.....	XI
3. APPROVAL PROCESS FOR NON-AGRICULTURAL VENDORS.....	XI
APPENDIX 7 – RESOLUTION NO. 2012-05 FRIENDSHIP SQUARE USE POLICY DURING FARMERS MARKET SEASON ..	XVI
APPENDIX 8 – VENDOR PARKING MAP	XX

Moscow Farmers Market Overview

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

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

FARMERS MARKET COMMISSION MEMBERS

VENDOR REPRESENTATIVES

Jenny Parker

Produce Vendor representative

Jonathan Rau

Specialty Food Vendor representative

Stu Scott

Crafts Vendor representative

COMMUNITY REPRESENTATIVES

Jamie Hill, Chair

At-large representative

Claire Friedrichsen

At-large representative

Mackenzie Lawrence, Vice Chair

At-large representative

Kerry Morsek

At-large representative

SPECIALTY REPRESENTATIVES

Colette DePhelps

University of Idaho Extension representative

Samantha Marlinet

*Moscow Chamber of Commerce + Visitor Center
representative*

aspects of the Market while Commission members guide the vision and values of the Market.

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

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

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

**CITY OF MOSCOW
COMMUNITY EVENTS DIVISION & MOSCOW FARMERS MARKET STAFF**

Jen Pfiffner, Deputy City Supervisor

jpffner@ci.moscow.id.us | 208-883-7123

Amanda Argona, Community Events Manager

aargona@ci.moscow.id.us | 208-883-7132

Lauren O'Laughlin, Administrative Specialist

lolaughlin@ci.moscow.id.us | 208-883-7000 ext. 7233

Corey Oglesby, Digital Media Specialist

coglesby@ci.moscow.id.us | 208-883-7000 ext. 7231

FIND, LIKE & FOLLOW THE MOSCOW FARMERS MARKET

Website www.ci.moscow.id.us/723/Current-Vendors

Facebook @MoscowFarmersMarket

Instagram @cityofmoscowid

Mission Statement

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

Core Values

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

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

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

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

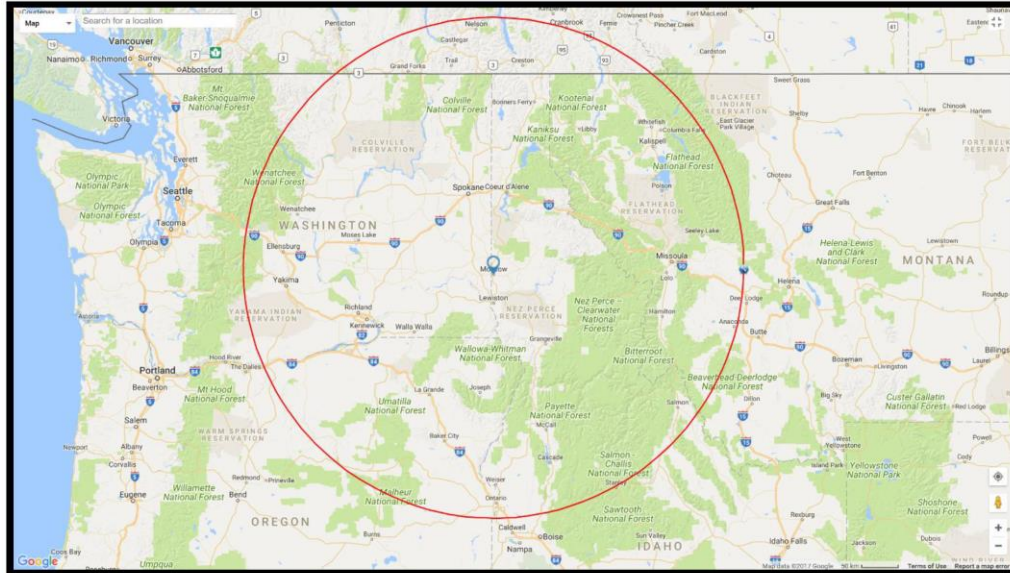
Philosophies

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

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

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

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



200 AIR-MILES FROM THE CITY OF MOSCOW, IDAHO



Definition of Terms

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

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

Approved Vendor: An individual or a group that qualify to participate in selling at the Market in at least one (1) of the listed vending categories listed on pages 9-12 and have undergone one of the two processes outlined in Appendix 6 – Vendor Eligibility and Approval.

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

Local: Defined in this Handbook as "No more than two hundred (200) air miles from the City of Moscow, Idaho". Please see the visual aid on page 7.

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

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

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

Vendor Categories

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

Agriculture Vendors

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

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

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

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

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

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

Non-Agriculture Vendors

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

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

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

Craft/Artisan Vendors: Vendors who handmake or manually design products that are of a home, studio, or cottage-type industry using an intermediate type technology rather than industrial-type production. Vendors in this category may not sell items made by others unless it is a part of the product design as a whole (i.e. a ceramic honey pot and wooden honey dipper; pendant and chain; frame for a photo; etc.). Examples of unacceptable items include, but are not limited to, tracings, paint-by-number, wood or metal products using duplicating machines, kits in any form, and any other items which clearly do not reflect originality of design, as determined by the jury process or Community Events Manager. The following sub-categories apply to Craft and/or Artisan Vendors:

Fine Arts: Painting, drawing, sculpture, pottery, ceramics, etc.

Heritage Arts: Basket-making, soap-making*, candle-making, woodworking, blacksmithing, knitting, crocheting, etc.

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

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

Youth Vendors

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

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

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

All Youth Vendors shall adhere to the following:

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

Performance Vendors (Buskers)

The Market values the performing arts and has created the Performance Vendor category to support emerging artists in developing their skills and audience at an affordable rate. The Market defines Performance Vendors as any person or group of persons who provide entertainment in the Market by playing musical instruments, singing, dancing, speaking, face painting, balloon tying, etc. Commercial vending of products is not a "performance". This definition is not applicable to live entertainment scheduled in Friendship Square. Space availability for Performance Vendors is on a first come, first serve basis, with sign-

ups beginning at 7:45 am on Market day. Performance Vendors must complete and submit paperwork prior to receiving a space assignment. Moscow Farmers Market staff reserve the right to designate locations for these activities in non-Vendor spaces, screen Performance Vendors for suitability, and rotate space assignments to create a varied atmosphere and ambiance for patrons, shoppers, and vendors. This Handbook generally applies to Performance Vendors. Adults, chaperones, guardians, and/or other family members in attendance with a Performance Vendor who is a minor shall also abide by this Handbook and subsequent policies, especially in decorum and etiquette. All Performance Vendors shall adhere to the following:

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

- b. **Returning Vendors:** Returning Vendors are defined as any Vendor that has not been absent from the Market for two (2) or more consecutive seasons. Return Vendors need to register for the upcoming season and submit relevant required documents to maintain eligibility.

5. **Market Vendor Space**

- a. **Space Dimensions and Safety:** Most Vendor spaces will be marked as an eleven-foot by fifteen-foot (11' wide x 15' deep) space. A Vendor's business must be conducted within their assigned space. Vendors may not extend beyond the limits of the assigned space or into the pedestrian area at the entrance of the Vendor space unless specifically authorized by Market Management. Any Vendor utilizing coverings for their space, such as canopies, tents, and/or umbrellas, may not extend these items outside their assigned space. Requests for additional adjacent space will be granted at the discretion of Community Events Manager, where possible. All Vendors are subject to unscheduled inspections throughout the Market Season by the Moscow Volunteer Fire Department for compliance with relevant safety regulations to ensure public safety and emergency vehicle accessibility. See Appendix 3 – Safety Compliance Requirements.
- b. **Space Assignments:** The Market recognizes the value of Vendors maintaining a consistent location for the development of a healthy customer base. Without compromising quality, preference will be given to the most local grower/producer when space becomes available. Vending space allocation is decided at the discretion of the Community Events Manager and is based on the level of commitment chosen by the Vendor as defined in the fee schedule (see Appendix 2 – Moscow Farmers Market Vendor Fees), as well as historical occupation and availability as it pertains to Market Product Mix. Vendors that have consistently occupied a specific space(s) in the Market during the previous Market Season, and who purchase the Tier 3 vending package for the upcoming Market Season, will be given the opportunity to remain in that same location for the duration of that Market Season. Agricultural based Vendors whose product readiness is determined by the growing seasons will be given special consideration by Market Management on a case-by-case basis.
- c. **Vehicles in Spaces:** Tier 3 Vendors may utilize motor vehicles or tow-behind trailers in their assigned space. Such usage will result in an additional vehicle surcharge fee. The Community Events Manager may grant Tier 1 and Tier 2

Vendors motor vehicle usage pending space availability and feasibility of access on a market-to-market basis. The Market defines motor vehicles and tow-behind trailers as any road-ready and licensed vehicle.

- d. **Non-Neighbor Spaces:** The Market recognizes that spaces which do not have adjacent vendors are more valuable due to greater visibility and/or increased customer access. The Market defines these spaces as non-neighbor spaces (previously referred to as 'corner' and/or 'walk-thru' spaces). Vendors occupying a space with this type of designation are subject to an additional surcharge fee.
- e. **Space Use:** Use of a Vendor space for purposes other than those outlined in this Handbook is prohibited, unless specifically authorized.
- f. **Sharing Spaces:** Any proposal by Vendors to share a Vendor space must be approved by the Community Events Manager.
- g. **Space Allocation:** The City reserves the right to make the final decision on vending space and Tier package allocation, based upon overall Market Product Mix needs.

6. **Market Fees**

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

- a. **Structure:** The Market utilizes a tier structure based on the number of Market days a Vendor plans on attending during the Season. A Vendor's rate is determined based on the tier they select. Vendors pay the same rate throughout the Season, regardless if they attend more or less of their anticipated Market dates.
 - i. **Annual Registration Fee:** All Vendors, regardless of their selected tier, will be required to pay their associated registration fee at the Annual Vendor Orientation. Vendors unable to attend the Orientation shall arrange to pay this fee prior to the start of the Season.
 - ii. **Invoices:** All Vendors will receive invoices (weekly, monthly, or entire season) via Farmspread. Vendors without access to reliable internet or computers will receive invoices through the City of Moscow.
 - iii. **Refunds:** The Market does not provide refunds to Vendors for days that Vendors cancel their attendance or do not show up to the Market (no call, no show). In the event that severe weather or public safety issues force a Market cancellation as determined by City Administration, all Vendors that were granted a space assignment and did not cancel in

advance of the stated closure may request a refund within two (2) weeks of the stated closure.

- iv. **Payments:** To reduce risk of theft and improve record keeping, payments will be collected prior to Saturday. Failure to submit payment prior to Saturday will result in the Vendor's space being revoked for the following Market or their next space request not accommodated until payment has been received. Vendors may choose to pay their fees the following ways:

- Online via Farmspread invoices.
- In-person with cash, check, or credit card.
- By mailing a check to the Moscow Farmers Market, PO Box 9203, Moscow, Idaho, 83843.

- b. **Tier Packages:** Packages are non-transferrable and non-refundable. The Market currently offers the following tier packages to Vendors.

- i. **Tier 3** – Seventy-five percent (75%) or more attendance
- Vendor chooses to attend between eighteen (18) and twenty-six (26) consecutive Markets
 - Highest registration fee
 - Lowest daily per booth fee
 - Guaranteed same location
 - Allowed to substitute representation for two (2) Markets
 - Must notify Management of their first and last anticipated attendance date
- ii. **Tier 2** – Thirty to sixty percent (30-60%) attendance
- Vendor chooses to attend between nine (9) and seventeen (17) Markets
 - Mid-range registration fee
 - Mid-range daily booth fee
 - Same block location, as available
- iii. **Tier 1** – Less than thirty percent (30%) attendance
- Vendor chooses to attend between one (1) and eight (8) Markets
 - Lowest registration fee
 - Highest daily per booth fee
 - Not guaranteed same location

- c. **Registration:** Registration for the Season will open annually in March, with notice sent to all Vendors at the beginning of each year.

- d. **Attendance Requests:** In order to streamline communication with the Community Events Manager, Vendors are encouraged to use the

16 | Page

Farmspread platform when requesting, changing, or cancelling attendance days. Requests during the Season shall be made by Tuesday at 5:00 p.m. for priority consideration. Requests submitted after this time will be considered at the discretion of the Community Events Manager.

7. Regulation of Certain Activities during Market Operations

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

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

Vendors shall be allowed within the public right-of-way during Market hours, unless that activity occurs by and within the contiguous business on a day-to-day basis as an integral part of such business. Independent contractors, sub-contractors, sub-lessees, agents, or others who are not part of the day-to-day business of the contiguous owner shall not be allowed to sell or promote in the Market unless they otherwise qualify as a Farmers Market Vendor and meet all of the Farmers Market Vendor's requirements in this Policy. Sales tables, clothes racks, free-standing displays, etc., shall be placed contiguous with the storefront in a manner that allows the preservation of an unobstructed pedestrian access on the sidewalk of not less than four (4) contiguous feet, and as approved by the City Fire Marshall.

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

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

Speakers Space on Market days, while continuing to coordinate and accommodate their use of Friendship Square on Market day. Also, the City desires to preserve the principally non-commercial nature of Friendship Square and the Speakers Space to the extent allowed by law." For the complete resolution, see Appendix 7 – Resolution No. 2012-05 Friendship Square Use Policy During Farmers Market Season.

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

Vendor Operating Policies

1. **Market Vendor Requirements**

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

2. **Hawking**

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

3. **Sale and Distribution of Non-Approved Items**

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

4. **Vendor Merchandise**

The Market permits Vendors to sell merchandise items that are directly related and/or promoting the Vendor's business operations in a limited capacity. Vendors wishing to sell merchandise must first register all merchandise items with the Community Events Manager. Upon approval, Vendors may display no more than one type of approved merchandise item for sale among the majority of their current products per Market day.

5. **Public Health Management**

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

- a. **Waste Management:** Vendors are responsible for the set-up, clean-up, and safe operation of their assigned space. Vendors will provide their own receptacles/bags to manage waste, then must take any waste they generate with them at the end of the Market day. Waste receptacles in the Market are for use by Market customers and should not be used by Vendors for their waste. The dumpsters located throughout the downtown area are privately owned and are not for Vendors' use. Unauthorized use of other's solid waste container(s) is considered "theft of services" Pursuant to Idaho Code 18-2403(5)(c). This activity is a misdemeanor crime and punishable by up to a \$1,000 fine, plus court costs and up to one year in jail.
- b. **Health Regulations:** The Idaho Public Health Department conducts unscheduled inspections for compliance with relevant health and safety regulations throughout the Market Season to ensure public safety and adequate health practices. The Community Events Manager and/or a Public Health Department representative will enforce applicable state and

local requirements and have the authority to stop the sale of any items that are in violation of these regulations.

- c. **Grey Water:** Vendors are required by Idaho State Law, when applicable, to deposit grey water waste in the receptacle provided at the Market. No grey water or other waste water, fat, grease, oil, or other liquid shall be placed in the gutter or in a City storm water catch basin or other City water collection system. The Market provides a grey water dump station for use by Vendors. Grey water must be disposed of at this dump station. Vendors must take with them their non-grey water waste at the end of Market day.

6. Generators

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

7. Decorum and Etiquette

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

8. Participation in Market Promotion

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

9. Signage

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

10. Pricing

Market Vendors shall clearly post visible pricing for each item.

11. Packaging and Labeling

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

ingredients. It is recommended that Vendor's also list their phone number on the label.

12. Annual Gross Sales Reporting

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

13. Idaho Sales Tax Reporting

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

14. Agreement to Hold Harmless, Defend, and Indemnify

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

15. Permits and Licenses

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

16. Third Party Certifications

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

17. Annual Vendor Orientation

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

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

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

18. **Non-Attendance**

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

19. **Setup**

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

20. **Take-Down**

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

facing the direction of traffic flow. The City requires that the Market Location be completely vacated by Vendors and made available to the public by 2:00 p.m.

21. Early Departure / Selling Out

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

22. Vendor Space Assessment

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

23. Resale

The resale or reselling of any product is strictly prohibited.

Policy Violations

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

Penalties

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

1. **First Penalty**

A verbal warning shall be given to the Vendor.

2. **Second Penalty**

A written warning shall be given to the Vendor. Vendor will provide Management an email or letter that states how the Vendor will correct the behavior. Failure to receive a statement from the Vendor will result in a forced absence for the next Market attendance.

3. **Third Penalty**

A fifty-dollar (\$50) fine will be imposed upon the Vendor. Failure to remit payment will result in the Vendor being prohibited from attending Market until the fine is paid.

Enforcement

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

Egregious Behavior and Offense

In the cases of a Vendor(s) acting in threatening or belligerent behavior, Management has the right to cease sales for the remainder of the Market and have the Vendor be dismissed early from the Market. Management will issue a

penalty and present a case of expulsion or termination from the Market to the Farmers Market Commission. Vendor will be provided an opportunity to state their case, either orally, or in writing.

Appeals Process

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

1. *Appealing a Penalty*

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

2. *Written Statement*

Appeals must take the format of a written statement detailing the reasons as to why the Vendor did not violate the Policy. Statements must be addressed to the Assistant City Supervisor.

3. *Number of Appeals*

Vendor(s) may only appeal the alleged violation one (1) time.

4. *Final Decision*

Any decision regarding the appeal will be rendered within five (5) days of receiving the appeal and shall be final.

Effective Date

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

Appendices

Appendix 1 – Moscow Farmers Market Map and Boundaries



Appendix 2 – Moscow Farmers Market Vendor Fees

Number of days in attendance at the Market & associated fee by stall size									
Tier 1 (\$15 reg. fee)	1	2	3	4	5	6	7	8	
11'x15' (\$30/day)	\$30	\$60	\$90	\$120	\$150	\$180	\$210	\$240	
5'x15' (\$15/day)	\$15	\$30	\$45	\$60	\$75	\$90	\$105	\$120	
Tier 2 (\$51 reg. fee)	9	10	11	12	13	14	15	16	17
11'x15' (\$20/day)	\$180	\$200	\$220	\$240	\$260	\$280	\$300	\$320	\$340
5'x15' (\$12/day)	\$108	\$120	\$132	\$144	\$156	\$168	\$180	\$192	\$204
Tier 3 (\$127 reg. fee)	18	19	20	21	22	23	24	25	26
11'x15' (\$15/day)	\$270	\$285	\$300	\$315	\$330	\$345	\$360	\$375	\$390
5'x15' (\$9/day)	\$162	\$171	\$180	\$189	\$198	\$207	\$216	\$225	\$234
Additional Amenities									
Electricity <i>Limited outlets, 16 amps max</i>	Flat rate of \$10/day, regardless of Tier								
Non-Neighbor Spaces	Flat rate of \$5/day, regardless of Tier								
Vehicle Surcharge	Flat rate of \$15/day, regardless of Tier								
Other Vendor Categories									
Performance/ Busker	\$7 per group								
Youth Vendor	\$6 per group								

Appendix 3 – Safety Compliance Requirements

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

1. **Tents, Canopies, Umbrellas, etc.**

- a. **Weights:** Weights are required on all types of coverings utilized by Vendors to reduce risk and harm from blow down. Each anchor point must have no less than twenty-four pounds (24 lbs.) weighing it down.
- b. **Attachment:** Weights requiring tethering shall
 - i. Not create a tripping hazard;
 - ii. Use lines that are visible with soft edges to avoid abrasions; and
 - iii. Be securely attached to the tent, canopy, etc., at ground level, and not above a person's head, to prevent a clothesline effect.
- c. **Tripping Hazards:** Any part of a tent, canopy, etc., in a walkway will apply red or florescent tape to prevent tripping hazards.

2. **Fire Extinguishers**

- a. **Certified Fire Extinguishers:** Vendors shall arrange for annual service of their fire extinguishers and ensure that a 'verification tag of service date' is in place.
- b. **Number of Fire Extinguishers:** A minimum of one (1) five-pound (5 lb.) ABC type portable fire extinguisher is required for each Vendor with any type of cooking device or warming plate.
- c. **Class Type:** A class K rated portable extinguisher is required for **deep-fat fry** cooking equipment involving vegetable or animal oils and fats.

3. **Portable Cooking Devices**

- a. **Tent Standards:** The national standard set by the National Fire Protection Agency (NFPA) 701 applies to the Market regarding portable cooking devices under any type of coverings. Vendors using this method to prepare or cook food shall do one (1) of the following:
 - i. Provide a certificate from an approved testing laboratory that states the covering's materials and performance meet the criteria outlined in NFPA 701; or
 - ii. Provide the brand of flame-retardant used to treat the covering. Treatment application must be through an approved manner that meets the flame propagation performance criteria outlined in NFPA 701.

iii

- b. **Combustible Materials:** No combustible material shall be within five feet (5') of any open flame or portable cooking device.
 - c. **Smoke Stacks:** Portable cooking devices with a smoke stack must be a minimum of five feet (5') from any combustible material.
 - d. **Gas Cylinders and Tanks:** Secure compressed gas cylinders to prevent tipping and potential damage to the stem and/or regulator. Approved methods include chained to a stable structure or placed in a milk crate. Always secure gas cylinders in an upright, vertical manner on a flat surface.
4. **Electrical Cords**
- a. **Cord Standards:** All electrical cords shall be Underwriters Laboratories (UL) Approved.
 - b. **Tripping Hazards:** Cover all electrical cords to prevent tripping hazards.
5. **Fire Lanes**
- A minimum fire lane of twenty-five feet (25') shall be maintained at all times.

Appendix 4 – Moscow Farmers Market Notice of Penalty



POLICY VIOLATION NOTICE OF PENALTY

NO. XXXXXX

Today's date: ____/____/____

☐ 1st – verbal warning

Date of policy violation: ____/____/____

☐ 2nd – written warning

Date penalty issued: ____/____/____

☐ 3rd – \$50 fine

MOSCOW FARMERS MARKET VENDOR HANDBOOK POLICY VIOLATED BY VENDOR

Name and job title of Moscow Farmers Market staff issuing penalty

Signature of Moscow Farmers Market staff issuing penalty

VENDOR INFORMATION

☐ Tier 1 ☐ Tier 2 ☐ Tier 3

Primary contact for Vendor: _____
First name Last name

Vendor doing business as: _____
Name of Business Operation

By signing this policy violation, I acknowledge receipt of penalty notice for my business
operation at the Moscow Farmers Market

Signature of Vendor primary contact: _____ Date: _____
MM/DD/YYYY

V

Appendix 5 – Permits, Licensees, and Resource Contacts

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

Moscow Volunteer Fire Department

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

Public Health – Idaho North Central District

333 East Palouse River Drive
Moscow, ID 83843
208-882-7506
<https://www.idahopublichealth.com/district-2/aboutidahopublichealth>

Idaho State Tax Commission

11321 W. Chinden Blvd.
Boise, ID 83714-1021
800-972-7660 or 208-334-7660
www.tax.idaho.gov

State of Idaho Alcohol Beverage Control

Idaho State Police

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

Idaho State Department of Agriculture (ISDA)

2270 Old Penitentiary Road
Boise, ID 83712
208-883-8500
info@isda.idaho.gov
<https://agri.idaho.gov/main/>

ISDA Division of Animal Industries

Eggs, Cattle, Dairy, Sheep & Goats, Swine
208-332-8540 or 208-332-8560
animal_info@isda.idaho.gov
<https://agri.idaho.gov/main/animals/animal-industries-contacts/>

ISDA Division of Plant Industries

Nursery, Florist, & Landscaping and Bees (Apiary)
208-332-8620
plantsinfo@isda.idaho.gov
<https://agri.idaho.gov/main/plants/plant-services-section-contact-information/>

ISDA Food Safety Modernization Act (FSMA)

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

ISDA FSMA

Produce Safety Rule and Division
208-332-8502
fsma@isda.idaho.gov
<https://agri.idaho.gov/main/inspections/fsma-main/contact-fsma/>

ISDA Organic Program

208-332-8680
organics@isda.idaho.gov
<https://agri.idaho.gov/main/about/about-isda/ag-inspections/organic-certification-program/>

vi

ISDA Idaho State Seed Lab Seeds

2240 Kellogg Lane

Boise, ID 83712

208-332-8630

<https://agri.idaho.gov/main/laboratories/seed-lab/>

ISDA Weights and Measures

2216 Kellogg Lane

Boise, ID 83712

208-332-8690

<https://agri.idaho.gov/main/weights-and-measures/inspections-exams/contact-information/>

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

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

University of Idaho (UI) Extension

606 S. Rayburn Street

E.J. Iddings Agricultural Science

Laboratory, Room 52

208-885-5883

extension@uidaho.edu

UI Extension Horticulture & Small Farms

Area Extension Educator, Community Food

Systems, Colette DePhelps

Agricultural Science, Room 333

Moscow, ID 83843

208-883-4003

cdepheps@uidaho.edu

<https://www.uidaho.edu/extension/small-farms>

UI Extension Horticulture & Small Farms

Area Extension Educator, Small Farms, Iris

Mayes

200 S. Almon St., Ste. 201

Moscow, ID 83843

208-883-2267

imayes@uidaho.edu

<https://www.uidaho.edu/extension/small-farms>

UI Extension FSMA Food Safety for Produce Growers

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

UI Extension FSMA Produce Safety Rule guide with concern to your farm

https://uidaho.col.qualtrics.com/jfe/form/SV_8D1ucSIEeq749AF

Bees (Apiary): All beekeepers are required to register their bees with the ISDA and pay a registration fee, as well as a honey advertising tax on each colony of bees. See the Idaho Bee Inspection Program, <https://agri.idaho.gov/main/plants/bees-apiary-inspection/>.

Dairy: For information on selling raw milk, small herd exemptions, and selling shares of raw milk. See the Dairy Bureau, <https://agri.idaho.gov/main/animals/dairy-bureau/>.

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

Fresh Produce: The FSMA Produce Safety Rule was made final in January 2016, and establishes science-based minimum standards for the safe growing, harvesting, packing and holding of fruits and vegetables grown for human consumption. Many, if not all farms, will be impacted by at least part of the FSMA Produce Safety Rule, even those that are very small. Compliance dates for some parts of the rule are already underway, with full compliance for many farms starting in January 2018. The FDA has a brief summary of the key requirements for the final Produce Safety Rule available on their website, <https://www.fda.gov/downloads/Food/GuidanceRegulation/FSMA/UCM472887.pdf>. The University of Idaho has developed a self-guided tool to determine if the FSMA Produce Safety Rule applies to your farm at https://uidaho.co1.qualtrics.com/jfe/form/SV_8D1ucSI Eeq749AF. For regulatory compliance in Idaho see <https://agri.idaho.gov/main/inspections/fsma-main/>. For regulatory compliance in Washington see <https://agr.wa.gov/departments/food-safety/food-safety/compliance>.

Meat: Idaho does not have any State inspected meat processing facilities so all meat sold by the cut at the Farmers Market needs to be processed in a USDA approved facility. Contact your local Public Health District for any additional food license requirements and additional information on best practices for selling meat in the Market.

Nursery, Florists, and Landscaping: Anyone who engages in, conducts, or carries on the business of propagating, growing, selling, dealing in, or importing into Idaho, for sale or distribution, any nursery or florist stock, or engages in the installation of landscape plants, or acts as an agent, salesman, or solicitor for any nurseryman, florist, landscape contractor, or dealer in nursery or florist stock, must first obtain a license to do so from the ISDA Division of Plant Industries. Pursuant to Idaho Code § 2305(2), sellers with less than \$500 gross annual sales are exempt from licensing. See Nursery, Florists, and Landscaping section, <https://agri.idaho.gov/main/plants/nurseries-florists-and-landscaping/>.

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

Poultry: Poultry sales and processing regulations are managed by your local Public Health District. Contact them for compliance at <https://healthandwelfare.idaho.gov/health-wellness/community-health/public-health-districts>.

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

For determining your compliance level see pages 7 and 20 of the FDA PCHF Compliance Guide,

<https://www.fda.gov/downloads/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/UCM526507.pdf>.

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

Soil and Plant Amendments: Registration with ISDA is required in order to distribute soil or plant amendments in Idaho. See Feed, Fertilizers, Soil & Plant Amendments, <https://agri.idaho.gov/main/plants/feeds-fertilizers-soil-and-plant-amendments-commercial/>.

Weights and Measures: Any weighing or measuring instrument or device used for commercial purposes in Idaho is required to be licensed annually. This includes scales to measure produce at the Market. See Weights and Measures, <https://agri.idaho.gov/main/weights-and-measures/>.

x

Appendix 6 – Vendor Eligibility & Approval

1. **Basic Eligibility**

All Vendors are required to be the grower/producer of the products they are interested in selling at the Market. These same products must be grown/produced within 200 air miles of Moscow, ID.

2. **Approval Process for Agricultural Vendors**

- a. Create a Farmspread account and apply to sell at the Moscow Farmers Market for the applicable season.
- b. Attend the mandatory Vendor Orientation.
- c. Complete a Site Visit with the Farmers Market Commission and Community Events Staff either prior to or during the Market Season.
 - i. **Purpose:** The purpose of a Site Visit is to verify a producer's practices as listed by the Vendor in Farmspread and to ensure compatibility with the Market's mission statement, core values, and philosophies.
 - ii. **Issues and Actions:** Any food safety and/or public health violations discovered during a Site Visit may result in an immediate suspension from the Market. Vendors who are deemed incompatible with the Market's mission statement, core values, and philosophies by the Site Visit subcommittee may attend the Market until further notice by the Commission.
 - iii. **Foragers:** Agricultural Vendors in the sub-category of Forager are required to disclose where product was harvested within a five [5] square mile description. The Market may require the Vendor to sign a disclosure form that no laws were violated in harvesting or selling of wild mushrooms, plants, or berries.
- d. Pending a satisfactory Site Visit or Commission decision, the Agricultural Vendor is approved to sell at the Market.

3. **Approval Process for Non-Agricultural Vendors**

- a. Create a Submittable account and submit a Craft & Food Jury Reservation form. Include with the form:
 - i. **Vendor Statement:** A statement that describes the tools, techniques, and traditions utilized in crafting final product(s).
 - ii. **Sourcing List:** Materials/ingredients sourcing list to include businesses, farms, and/or locations of supplies utilized to create final product(s).

- iii. **Price/Menu List:** Include pricing of items and/or a menu of product offerings as part of table display at the jury.
- iv. **Prepared Food Vendors are also required to:**
 - Submit a legible drawing, photograph, or digital rendering of proposed booth layout that includes handwashing station location, prep areas, etc.
 - Complete a Food Risk Assessment Form or submit a copy of current Food Permit License.
 - Submit examples of packaging for unsealed/open food items (i.e. plates, bulk containers, to-go packaging, etc.). Styrofoam packaging and containers are not permitted.
- b. Attend the applicable Craft & Food Jury
 - i. **Set-Up and Take-Down:** Tables are provided for Vendors. Vendors have one (1) hour to complete their table set-up and may not be present during the judging period. Vendors are required to collect their items at the end of a jury. Failure to do so results in a zero (0) score and items left behind are discarded.
 - ii. **Judging Criteria and Scoring:** A jury panel handles, examines, and/or tastes presented items. Panelists are generally comprised of Farmers Market Commission members. A Vendor's score is based on their Table Display, Sourcing Information, and Product Design and Integrity. Each evaluator completes a score card (see examples on following pages) per Vendor. Score cards are tallied and an average score is provided per Vendor. Vendors must receive a minimum score of seventy percent (70%) to be qualified to participate in the Market. Vendors who do not receive the minimum score may re-submit a Reservation Form and re-jury at a later date pending space availability. Upon request, the Community Events Manager provides evaluation feedback to Vendors seeking to make improvements to their operation.
 - iii. **Notification:** Community Events Staff notifies Vendors of the jury results within two (2) business days. The Community Events Manager reserves the right to select fewer qualified Vendors based on availability of space and current Market product mix.

- c. The Vendor must have a qualifying score and product approval to be eligible to sell at the Market.
- d. Create a Farmspread account and apply to sell at the Moscow Farmers Market for the applicable season.
- e. Attend the mandatory Vendor Orientation.
- f. Vendor is only permitted to sell their approved products at the Market. Requests to sell additional products throughout the season are to be submitted to the Community Events Manager for review. Please note: approved Non-Agricultural Vendors are subject to Site Visits if warranted by Community Events staff or Commission Members.

4. **Tier Eligibility**

- a. **First Season:** New Vendors and Vendors that have been absent for two (2) consecutive seasons are eligible for Tier 1 or Tier 2 packages. See Tier Packages on page 16. Approval status does not equate to receiving space at the Market. Vendors who complete their first season may submit a request to the Community Events Manager to be promoted to Tier 3 status for the following season. Considerations for Tier 3 status includes the Vendor's attendance, timeliness, adherence to this Handbook, available space, and product mix.
- b. **Special Considerations:** Tier 3 status is not typically granted to new Vendors in their first season. Agricultural Vendors, and Craft and Food Vendors who receive a qualifying score of ninety percent (90%) or greater, requesting Tier 3 status in their first season shall appeal to the Community Events Manager for consideration.

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

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

Appendix 7 – Resolution No. 2012-05 Friendship Square Use Policy during Farmers Market Season

RESOLUTION NO. 2012 - 05

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Stephanie Kalasz, City Clerk



Nancy C. Kiley, Mayor

RESOLUTION 2012-05 FRIENDSHIP SQUARE USE POLICY DURING FARMERS MARKET

APRIL 16, 2012

PAGE 1 OF 4

FRIENDSHIP SQUARE USE POLICY
DURING FARMERS MARKET SEASON

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

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

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

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

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

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

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

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

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

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

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

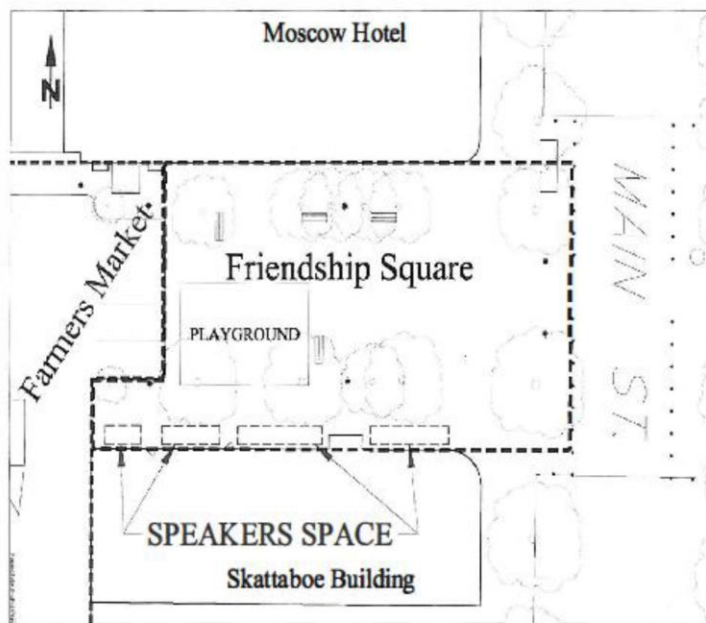
- D. **Speakers' Activities.** Within the Speakers Space, Speakers are allowed to offer information, answer questions, hand out materials, participate in discussions, and/or suggest ideas relative to their cause or message in whatever lawful manner they wish. Speakers may sell or give away promotional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

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

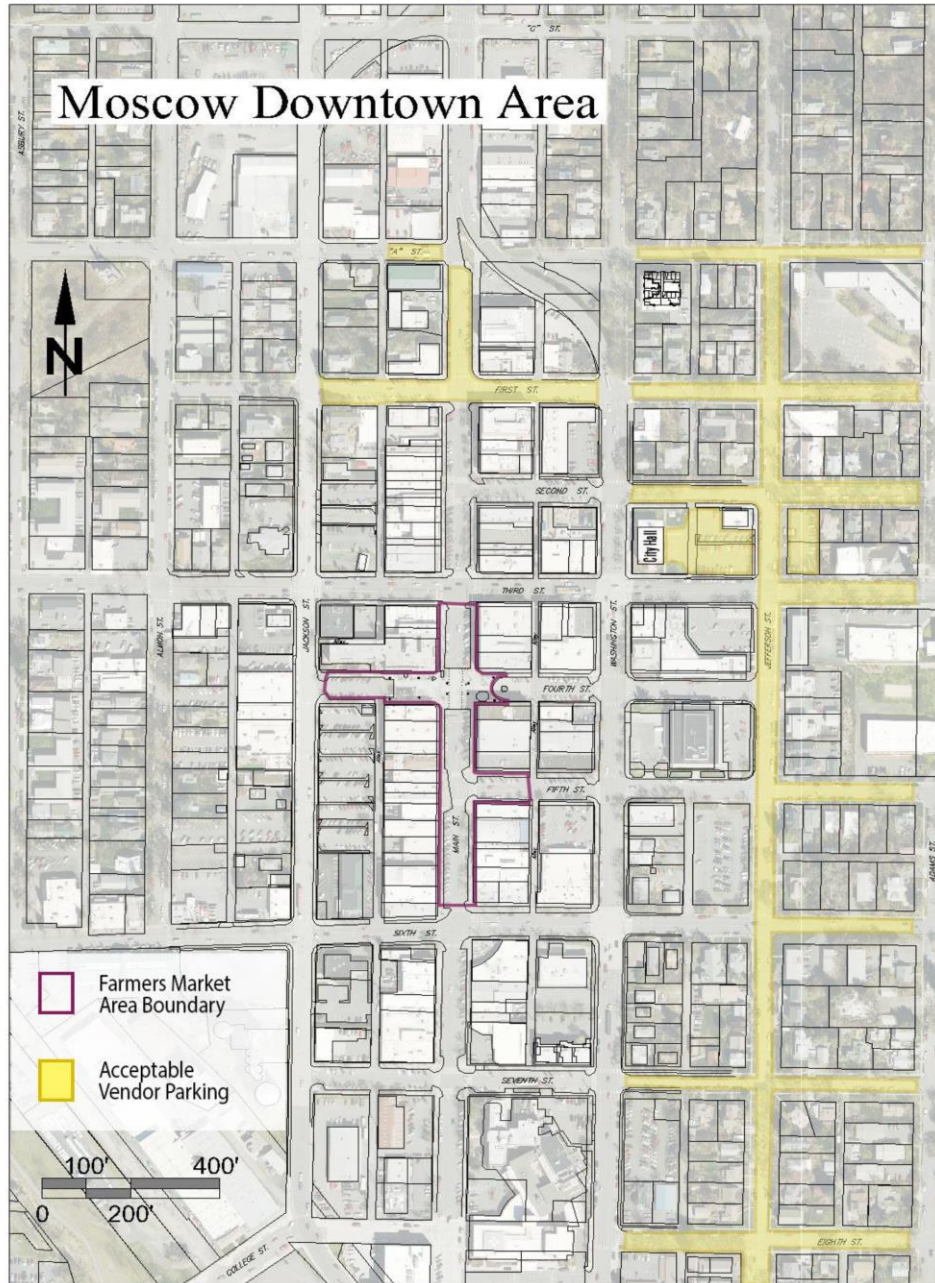
Any individual or group using all or part of the Speakers Space may also move freely within Friendship Square and within public spaces outside of the Market but such Speaker(s) may not conduct business, sales or Speakers activities within the Market. Speakers are allowed to place temporary structures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

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

ATTACHMENT " A "



Appendix 8 – Vendor Parking Map



XX