

Administrative Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208-883-7015

**Monday
January 9, 2023**

**3:00 PM
new regular meeting time**

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

The Moscow Mayor, City Council and Staff welcome you to today's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item 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. **Selection of Committee Chair and Vice Chair (ACTION ITEM)**
2. **Approval of Administrative Committee July 11, 2022 Minutes (ACTION ITEM) - Taylor Riedner**
3. **Idaho Commission on the Arts Grant Application: Public Programs in the Arts (ACTION ITEM) - Megan Cherry**

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Public Programs in the Arts (PPA) grant program is intended to provide general operating support for arts organizations in Idaho. These funds will represent off-setting revenue in the production of Arts Department events including Entertainment in the Park and Artwalk. If the application is successful, funds are typically available at the end of the City of Moscow's FY2023, and would be deferred for use in FY2024.

PROPOSED ACTIONS: Recommend approval of the Public Programs in the Arts (PPA) grant application for the current cycle, or provide staff further direction.

4. **Winterfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona**

The Moscow Chamber of Commerce + Visitor Center is hosting its annual Moscow Winterfest on Saturday, February 4th, from 12 pm to 4 pm on Main Street between 3rd and 6th Streets. The annual event is stylized as an 80s themed apres ski block party. The applicant anticipates 9 (nine) licensed beer and/or wine vendors and ten (10) non-alcoholic and/or food vendors. Proposed activities include corn hole, snowball bullseye toss, snowman building contest, Simon Says with skis, oversized Yahtzee and Connect Four, lip-sync battle, and photo booth. Warming fires may be provided at the event at the determination of the Moscow Volunteer Fire Department.

The event has been reviewed and approved as of December 14, 2022. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Moscow Winterfest is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Title 10, Chapter 1, Section 1-12; a draft resolution has been prepared for Council's consideration.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of the Entertainment District for Moscow Winterfest for the duration of the event; or provide staff with further direction.

5. Consideration of the Moscow Area Mountain Bike Association License Agreement for the Moscow Mountain Property Trail Proposal (ACTION ITEM) - David Schott

Moscow Area Mountain Bike Association (MAMBA) has reached out to the City of Moscow with a trail proposal for the City's Moscow Mountain Property, located on top of Moscow Mountain near the intersection of Moscow Mountain Road and Rock Creek Road. The proposal includes the construction of a trail system on the Moscow Mountain Property to connect with other existing trails in the surrounding area. Currently, the property is undeveloped and is not managed for recreational purposes. There are currently no future plans for this property. MAMBA intends to apply for an Idaho Department of Parks and Recreation Mountain Bike License Plate Grant, which is due on January 27, 2023. The preliminary estimate provided by MAMBA for trail construction is \$10,000. MAMBA has requested financial participation by the City for matching funds to show community support for the project to the Idaho Department of Parks and Recreation in the amount of \$5,000.

PROPOSED ACTIONS: Recommend approval of the License Agreement for the proposed trail system on the Moscow Mountain Property and financially participate in the amount of \$5,000 as matching funds for the Idaho Department of Parks and Recreation grant; or provide staff with further direction.

ADJOURN

NOTICE: It is the policy of the City of Moscow that all City-sponsored public meetings and events are accessible to all people. If you need assistance in participating in this meeting or event due to a disability under the ADA, please contact the City's ADA Coordinator by phone at (208) 883-7600, TDD (208) 883-7019, or by email at adacoordinator@ci.moscow.id.us at least 48 hours prior to the scheduled meeting or event to request an accommodation. The City of Moscow is committed to ensuring that all reasonable accommodation requests are fulfilled.

Administrative Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
July 11, 2022**

4:00 PM

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

REGULAR AGENDA

PRESENT: Sandra Kelly, Julia Parker, Anne Zabala

OTHERS: Mayor Art Bettge, Councilmember Gina Taruscio, Councilmember Hailey Lewis

STAFF: Tyler Palmer, James Fry, Amanda Argona, Mia Bautista, Anthony Dahlinger, Katie Short, Megan Cherry, Taylor Riedner

1. Approval of Administrative Committee May 9, 2022 Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Bucer's Outdoor Concert Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

Bucer's Coffeehouse and Pub is hosting an Outdoor Concert on Friday, August 12th, from 7 pm to 10 pm on Main Street between 1st and 2nd Streets. In addition to being the Event Sponsor, Bucer's is also the licensed beer/wine vendor for the event. The event has been reviewed and approved by staff as of May 20, 2022. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Bucer's Outdoor Concert is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12, a draft resolution has been prepared for the Council's consideration.

PROPOSED ACTIONS: Recommend approval of the Resolution allowing for the temporary suspension of the open container law within the event footprint of Bucer's Outdoor Concert for the duration of the event; or provide staff with further direction.

Argona introduced the item by reviewing the standard procedures for applying to use the Entertainment District, requirements that must be met, and the involvement of different departments. The Entertainment District intends to allow more people to attend downtown events and make it a family-friendly gathering place. Chief Fry explained the protocol for having security available during such events. Should police personnel be unavailable, it is up to the applicant to find an alternative solution. The Committee recommended approval and that it be placed on the Council consent agenda.

3. Deutchman Portable Collection Proposal (ACTION ITEM) - Megan Cherry

Phil and Sandra Deutchman, professors emeriti at UI and WSU, respectively, have offered two works from their collection to be included in the City of Moscow Portable Collection. These include *Origins*, a 70" x 48" work made by Sandra Deutchman in 1992. This acrylic on canvas painting is valued at \$5500 and would need to be located in a permanent and secure display location. A location has been identified inside the Finance Department that would not only be secure, but would also be highly accessible for public viewing. The second artwork is by George Wray, longtime friend of the Deutchmans as well as prolific artist and University of Idaho professor. This untitled work is a 12" x 12" neon piece that, as with Deutchman's painting, would need to be installed in a relatively permanent location. Its value is around \$1000. Following discussion and a vote by a majority of MAC members to recommend acceptance of the donation, the Legal Department created a draft agreement for review by City Council. Both artworks will be photographed, installed, and insured pending Council approval.

PROPOSED ACTIONS: Recommend approval of the donation to the Portable Collection, provide staff further direction, or provide staff with further direction.

Cherry introduced the item as written above. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

4. Proposed Day Care Code Amendments (ACTION ITEM) - Anthony Dahlinger / Katie Short

In 2019, the City was approached by several daycare providers who expressed concerns regarding the availability of daycare services within the City and requested that the City review the City's daycare regulations to assess if any modifications could be made to increase daycare capacity and access. The City began the review in late 2019 and into 2020 but the onset of the pandemic delayed progress. City Staff have now completed the review and are proposing several amendments to the City's daycare regulations for the Council's consideration. The amendments include revisions to definitions and terms to be more consistent with State Code; revisions to the criminal disqualifying offenses provisions to remove several minor offenses from disqualifying persons from obtaining a daycare provider license; amendments to the child-provider ratio to increase daycare capacity (the City's ratios remain more restrictive than the State of Idaho's); and revision to the religious vaccination exemption to match State standards. Staff from the Police, Community Development, and Legal Departments participated in this process. Two public input sessions were held to accept comments regarding the proposed changes from daycare providers, parents, and the public. The proposed ordinance is now before the Council for consideration.

PROPOSED ACTIONS: Recommend approval of the proposed Ordinance to the City Council; or provide staff with further direction.

Short shared a presentation (attached) and reflected on discussions that started back in 2019 as well as the two public hearings since then. Staff encouraged all daycares to invite parents to the public hearings, and staff sent out fliers to facilities, providers, and parents. Changes include defining the minimum number of children needed to require a license, determining a minimum age for providers, the definition of a facility, provider-to-child ratio, background check language, training requirements, adoptions to adhere to state code, and other definitions. The provider-to-child ratio is currently rated on a 10-point scale and is proposed to go to a 12-point scale. The new proposal would allow one additional child per age group, which is still more strict than the state regulations. With no recommendation, the Committee placed it on the Council regular agenda.

5. Proposed Amendments to Taxi Cab Licensing Requirements (ACTION ITEM) - Anthony Dahlinger

During a recent review of the City's Taxicab regulations, it was identified that amendments were warranted to update the regulations to reflect current processes and standards. The proposed changes include revision of the issuing office from the City Clerk to the Police Department which currently issues taxi licenses; amending the City's insurance requirements to be consistent with that which is required in Pullman; and updating the criminal offense disqualifications to reference the specific sections of State law rather than the current list of offenses. The proposed ordinance is now before the Council for consideration.

PROPOSED ACTIONS: Recommend approval of the proposed Ordinance; or provide staff with further direction.

Dahlinger introduced the item as written above and explained the changes made in relation to the state requirements and that most of the changes were to clean verbiage. Staff felt that indecent exposure needed to be added to the other criminal offenses defined by state law. State law also declares that the city cannot regulate ride-sharing like Uber and Lyft. Needing no further discussion, 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 4:43pm.

DRAFT

COMMITTEE STAFF REPORT

DATE: Monday, January 9, 2023



RESPONSIBLE STAFF

Megan Cherry, Arts Program Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Idaho Commission on the Arts Grant Application: Public Programs in the Arts (ACTION ITEM) - Megan Cherry

DESCRIPTION

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Public Programs in the Arts (PPA) grant program is intended to provide general operating support for arts organizations in Idaho. These funds will represent off-setting revenue in the production of Arts Department events including Entertainment in the Park and Artwalk. If the application is successful, funds are typically available at the end of the City of Moscow's FY2023, and would be deferred for use in FY2024.

STAFF RECOMMENDATION

Staff recommends approval of the Public Programs in the Arts (PPA) grant application for the current cycle.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Public Programs in the Arts (PPA) grant application for the current cycle, or provide staff further direction.

FISCAL IMPACT

This grant typically represents between \$5000 and \$6000 in revenue to offsets costs to produce the Arts Department's regular annual programming.

PERSONNEL IMPACT

Personnel time will be required to submit the application and the final report at the end of the granting period.

ATTACHMENTS

1. 2024_ICA_PPA_Grant Program Description
2. 2024_ICA_PPA_Grant Application_BLANK

Opportunities

Current Applications

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

ID	Application Title	Status
No existing applications		

Opportunity Details

[Copy Existing Application](#) |
 [Start a New Application](#)

06786-Public Programs in the Arts - FY 2024

Entry Track / PPA

Application Deadline: 01/31/2023 11:59 PM

Award Amount Range: Not Applicable

Project Start Date: 07/01/2023

Project End Date: 06/30/2024

Award Announcement Date:

Program Officer: Alison Espindola

Phone: 208-334-2119 x

Email: alison.espindola@arts.idaho.gov

Description

Description

Purpose

This annual grant opportunity supports Idaho's established arts organizations that provide public programs in the arts. These programs represent the highest standards of excellence, engage the public, encourage community access, education and participation in the arts and follow best practices in business management and administration. An organization must first apply in Entry Track before being eligible for PPA as determined by staff and panel recommendation.

Process

Applications are adjudicated by a panel of community arts professionals. Award amounts depend on available funds. A final report is due by July 31, which must then be approved for the grantee to remain eligible for future funding.

Amount

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

Program Dates

July 1, 2023 – June 30, 2024

Eligibility and Restrictions

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

PPA CYCLE

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

	FY 2024	FY 2025	FY 2026
January	application due	application due	application due
April	full panel review	interim (staff) review	interim (staff) review
July	final report due	final report due	final report due

(cycle repeats)

Evaluation Criteria

Artistic Merit (40 points)

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

Community Involvement and Access (40 points)

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

Management (20 points)

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

Application

Application: 06810 - City of Moscow Arts Department

Program Area: Entry Track / PPA

Opportunities: 06786 - Public Programs in the Arts - FY 2024

Application Deadline: 01/31/2023 11:59 PM

Instructions

This page must be completed and saved before proceeding with the rest of the application process.

General Information

[Go to Application Forms](#)

System ID: 06810

Project Title: City of Moscow Arts Department

Primary Contact: Megan Cherry

Additional Contacts: Megan Cherry

Select any additional contacts within your organization that will also manage this Grant

Organization: City of Moscow, Art Department

Last Edited By: Megan Cherry, 12/19/2022

IDAHO COMMISSION ON THE ARTS

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Application

Application: 06810 - City of Moscow Arts Department

Program Area: Entry Track / PPA

Opportunities: 06786 - Public Programs in the Arts - FY 2024

Application Deadline: 01/31/2023 11:59 PM

Instructions

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

Eligibility

Verify your eligibility to apply.

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

☐ Yes ☐ No

We employ paid administrative staff*

☐ Yes ☐ No

Summary

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

Budget

Enter the most recently completed fiscal year (actual)

Annual Operating Revenue

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

[Return to Top](#)

Application

Application: 06810 - City of Moscow Arts Department

Program Area: Entry Track / PPA

Opportunities: 06786 - Public Programs in the Arts - FY 2024

Application Deadline: 01/31/2023 11:59 PM

Instructions

Click "Edit" to change your answer, "Save" work in progress and "Mark as Complete" when finished.

The Idaho Commission on the Arts and its grants are supported, in part, by federal funding. **All organizations must obtain a Unique Entity Identifier (UEI) to comply with federal regulations.**

The UEI is a 12-character alphanumeric code. If you do not have a valid UEI, this application will be rejected.

1. Create a user account at <https://sam.gov> to request a UEI. You do NOT need to create a full entity registration once a user account has been established.
2. If your organization does business directly with the federal government and you currently have a full entity registration, you have automatically been assigned a UEI. You will need to login to your SAM.gov user account to retrieve your UEI.

Unique Entity Identifier

UEI*

[Return to Top](#)

COMMITTEE STAFF REPORT

DATE: Monday, January 9, 2023



RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

Bill Belknap, City Supervisor

OTHER RESOURCES

AGENDA ITEM TITLE

Winterfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

DESCRIPTION

The Moscow Chamber of Commerce + Visitor Center is hosting its annual Moscow Winterfest on Saturday, February 4th, from 12 pm to 4 pm on Main Street between 3rd and 6th Streets. The annual event is stylized as an 80s themed apres ski block party. The applicant anticipates 9 (nine) licensed beer and/or wine vendors and ten (10) non-alcoholic and/or food vendors. Proposed activities include corn hole, snowball bullseye toss, snowman building contest, Simon Says with skis, oversized Yahtzee and Connect Four, lip-sync battle, and photo booth. Warming fires may be provided at the event at the determination of the Moscow Volunteer Fire Department. The event has been reviewed and approved as of December 14, 2022. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Moscow Winterfest is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Title 10, Chapter 1, Section 1-12 ; a draft resolution has been prepared for Council's consideration.

STAFF RECOMMENDATION

Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of the Entertainment District for Moscow Winterfest for the duration of the event.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of the Entertainment District for Moscow Winterfest for the duration of the event; or provide staff with further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2023_Beer-Wine_The Entertainment District_Moscow Winterfest_clean

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE AND EXEMPTION TO THE OPEN CONTAINER PROHIBITION IN THE ENTERTAINMENT DISTRICT UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 10-1-12; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code Title 9, Chapter 6, Section 6-35 and Title 9, Chapter 8, Section 8-17 prohibit any person from selling, serving, giving away, dispensing, consuming or carrying any beer or wine in open containers on or in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, The Entertainment District is defined in Moscow City Code Title 10, Chapter 1, Section 1-12 as an exemption to the Open Containers Prohibition (hereinafter “The Entertainment District”) with Council approval; and

WHEREAS, Moscow Chamber of Commerce + Visitor Center (hereinafter “the Event Sponsor”) desires to have its sponsored event, Moscow Winterfest (hereinafter “the Permitted Event”), in The Entertainment District (see Attachment “A”); and

WHEREAS, the Permitted Event (see Attachment “B”) is an event sponsored by the Event Sponsor, intended to promote family and community fellowship; and

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING MOSCOW WINTERFEST, 2023:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 4th day of February, 2023, from 12:00 p.m. to 4:00 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendors will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the licensed vendors have current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. City shall be named as an additional insured on the insurance policy of the licensed vendor.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event.
5. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time they reasonably determine that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or designee to terminate all or part of the Permitted Event.

Vendor:

1. There shall be no more than nine licensed vendors selling beer and/or wine at the Permitted Event.
2. All beer and/or wine shall be sold only by a licensed vendor.

3. Every licensed vendor, shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.
4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the Community Events Division no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell beer and/or wine.
5. The City shall play no role in determining which vendor shall be selected to sell alcoholic beverages during the Permitted Event, unless it is a City sponsored event.
6. The Event Sponsor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed at a central identification checking station where they shall issue one (1) wristband per individual twenty-one (21) years of age or older.
7. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and/or wine is being served during the Permitted Event. The Chief of Police shall make the determination of whether law enforcement officers are required and in the event the Chief of Police approves the use of a private security firm, the Event Sponsor shall obtain written permission for use of said private security firm by the Chief of Police or designee.
8. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendors will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division a finalized site map which shall be drawn to show the location, dimension of, and relative distance between the following within The Entertainment District: (a) the beer and/or wine sales area; and (b) the boundaries where the beer and/or wine shall be consumed. Said site design and any subsequent alterations shall be approved in writing by Moscow Deputy City Supervisor – Recreation, Culture, and Employee Services or designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and/or wine sales and dispensing shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. All food sales and service shall have a space no less than ten feet (10') between the approved beer and/or wine sales and dispensing area and the food sales or service area.
4. The Event Sponsor shall include an identification checking station and its general location on Event Site Map.
5. No person shall be allowed to purchase beer and/or wine other than within the area designated for beer and/or wine sales and dispensing as shown on the map required by this Resolution and only persons with a designated wristband shall be allowed to purchase, possess, and consume beer and/or wine.

6. All beer and/or wine shall be dispensed in and consumed from the designated Event container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for an alcoholic beverage.
7. Every occupant within The Entertainment District shall provide identification to law enforcement officers or City employees at any point in time or location when requested to do so.
8. No person under twenty-one (21) years of age shall be allowed to wear the designated wristband at any time during the Permitted Event.
9. A sign shall be prominently posted at or near the area designated for beer and/or wine sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.
10. Beer and/or wine shall be sold only within the designated area in The Entertainment District only between the hours of 12:00 p.m. and 4:00 p.m. local time on the 4th day of February, 2023, during the Permitted Event.
11. Beer and/or wine shall be consumed only within The Entertainment District between the hours of 12:00 p.m. and 4:00 p.m. local time on the 4th day of February, 2023, during the Permitted Event.
12. No person shall carry or consume any alcoholic beverage within The Entertainment District which is not purchased or dispensed from the licensed vendor at the Permitted Event. Consumption of alcohol outside of The Entertainment District, in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, shall be considered a violation of the City's open container ordinance.

Fee:

The Event Sponsor shall submit to the Community Events Division, within ten (10) days of the event, any remaining required fees established by Council that is associated with this Resolution.

Failure To Comply:

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

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Andrew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this ____ day of _____, 2023.

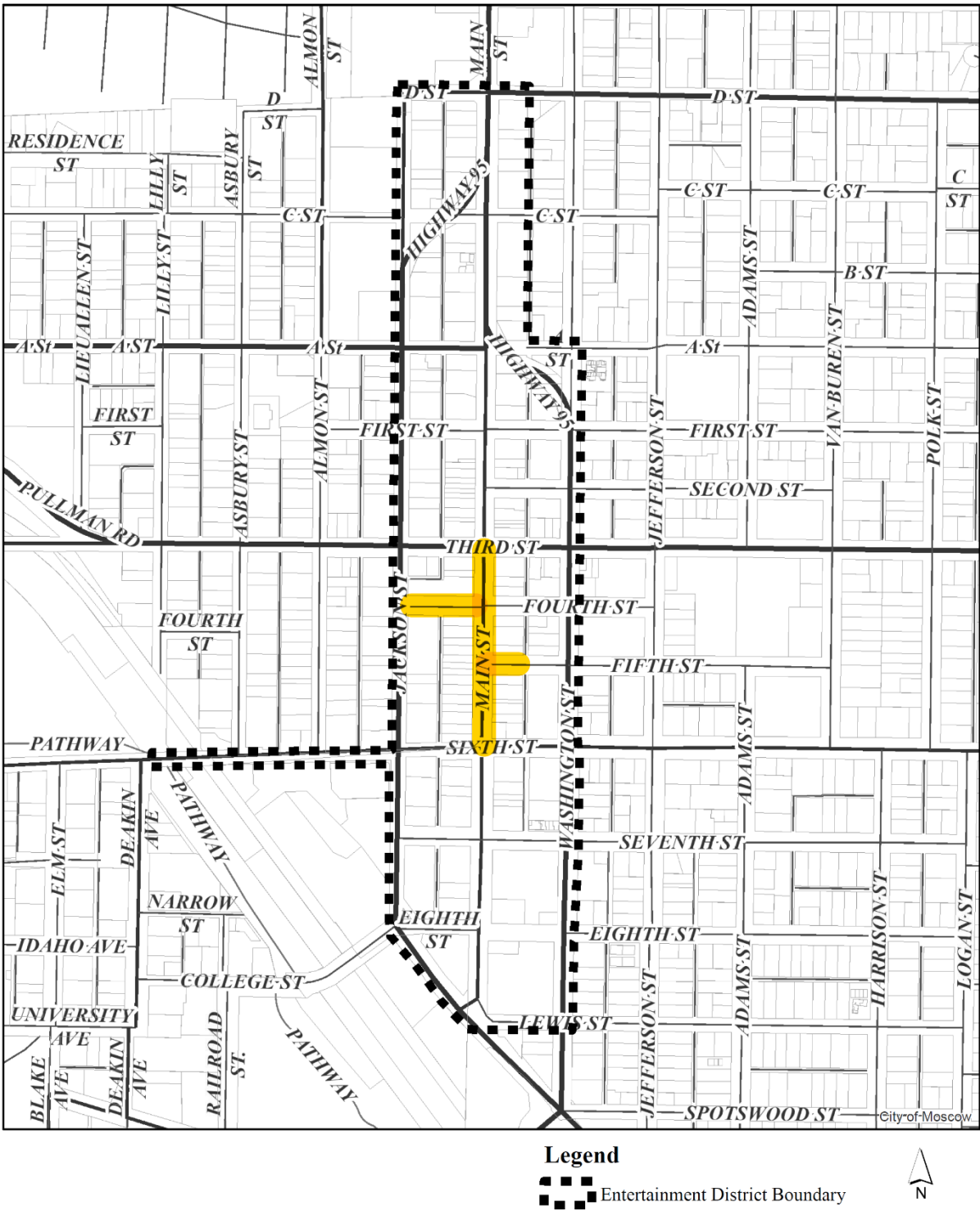
Arthur D. Bettge, Mayor

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 _____, 2023 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

DRAFT

Exhibit 'A' - Entertainment District Boundary



Attachment B

City of Moscow Community Events Division EVENT APPLICATION



*Thank you for your interest in organizing/sponsoring an Event in the City of Moscow!
Events by local citizens add to the cultural wealth of our town and may range from fun runs to political marches,
neighborhood block parties to street fairs.*

Submit completed forms electronically or physically to the Community Events office:
communityevents@ci.moscow.id.us or 221 E. Second Street, Moscow. All applications must be legible.

The City reserves the right to request additional information reasonably necessary to a fair determination as to issuance of a permit. Permits are issued on a first-come, first-served basis. According to Moscow City Code Title 10 Section 17-4, event applications for regular or recurring events must be submitted at least sixty (60) days and not more than one hundred eighty (180) days before the proposed date of the event. Event applications for single, non-recurring events must be submitted at least ten (10) days and not more than one hundred eighty (180) days before the proposed date of the event.

Events with alcohol are to be submitted at least two (2) months prior to the event date to allow for adequate review and presentation to Administrative Committee and City Council. Administrative Committee meets on the 2nd and 4th Monday of each month and City Council meets on the 1st and 3rd Monday of each month pending no holiday delays or rescheduling of meetings.

1. Name of Event: Moscow Winterfest
2. Event Date(s): Saturday, February 4th, 2023
3. Event Location: Main St. from 3rd - 6th, 1st bay of Jackson St. parking lot, 5th St. from Main to alley
4. Are you requesting a street closure for Event? Yes ☒ No ☐

If yes, provide street closure location(s). List cross streets, intersections, building addresses, etc. Include these details on your site map (see item 27.)

Main St. from 3rd - 6th, 1st bay of Jackson St. parking lot, 5th St. from Main to alley

5. Do you require parking restrictions for the Event? Yes ☒ No ☐

If yes, list parking restrictions (i.e. no parking on day of event, parking restricted to a particular area, etc.).

no parking on Main St. from 3rd - 6th, 1st bay of Jackson St. parking lot, 5th St. from Main to alley

6. Street Closure set-up/Load-in time: 9am Event(s) Start time: 12pm
7. Event(s) End time: 4:00pm Street Closure take-down/Load-out time: 6:00pm
8. Is this a recurring Event (i.e. every 1st Thurs. or every Sat. May thru Oct.)? Yes ☐ No ☒
9. Is this an annual Event? Yes ☒ No ☐
10. Are you planning on having refreshments and/or food? Yes ☒ No ☐

EVENT APPLICATION – LAST UPDATED AUGUST 11, 2021

Page 1 of 8

City of Moscow Community Events Division
EVENT APPLICATION



If yes, describe your waste and recycling plan. Applicants are responsible for removing all waste from their event footprint and disposing of properly, including emptying permanent trash receptacles in the downtown area. Dumpsters located downtown are for private use.

We will have staff and event volunteers empty city trash cans throughout the event.

we will also provide 8 additional trash bins within the event footprint.

We will also have recycling bins placed throughout Friendship Square

11. Are you planning on serving alcohol/having alcohol available for purchase at the Event?

Yes ☒ (continue to Q.12)

No ☐ (skip to Q.14)

**All events with alcohol are required to have a Catering Permit.
This process is to be handled by your licensed alcohol Vendor.**

Catering Permit applications are to be submitted to the City Clerk/Deputy City Clerk for approval.

12. Is the Event taking place in the public right-of-way (i.e. sidewalks, streets, etc.) within the City of Moscow Entertainment District? The Entertainment District allows for a temporary suspension of the Open Container law by Resolution of the City Council. See page 6 for a map of the Entertainment District.

Yes ☒ (continue to Q.13)

No ☐ (skip to item B.)

13. Are the Event organizers interested in pursuing a temporary suspension of the Open Container law by City Council Resolution?

Yes ☒ (see item A.)

No ☐ (skip to item B.)

A. Event organizers pursuing a temporary suspension by City Council Resolution of the Open Container law for their Event within the public right-of-way of the Entertainment District boundaries must satisfy the following conditions with their Event listed below, in addition to any requirements detailed in the Moscow City Code, as set forth by City Council Resolution, and/or Catering Permit:

- ☐ Include an identification checking station and its general location on Event Site Map. Identification checking station shall include a minimum of two (2) persons to check proper identification. These persons shall be clearly identified and be responsible for the issuance of wristbands denoting attendees are of legal drinking age.
- ☐ Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.
- ☐ Post signage and waste receptacles at Event entry and exit points. Signage to clearly state "No Alcohol Permitted Beyond this Area". Additional requirements may be mandated by City Council Resolution.

City of Moscow Community Events Division
EVENT APPLICATION



B. Event organizers requesting for alcohol use for their Event that takes place in the public right-of-way **NOT within the Entertainment District boundaries must satisfy the following conditions with their Event, in addition to following any requirements set forth by Resolution and/or Catering Permit. This option is also available to Event organizers who are **NOT** pursuing a temporary suspension by City Council Resolution of the Open Container law:**

- ☐ Include the location and estimated size of the beer garden on Event Site Map. Please note: barricades required for beer gardens are 8' in length.
- ☐ Complete and submit a Barrier Use Contract with this application.
- ☐ Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.

Upon approval from Council, remaining Event fees will be due, and applicant's vendor(s) are required to submit a Catering Permit application to the City Clerk/Deputy City Clerk. Any additional required paperwork outlined by the City Council Resolution and/or this process will also be due upon approval.

14. Are you planning on having a band or music? Yes ☒ No ☐

If yes, describe below any recording equipment, sound amplification equipment, etc. Submit a completed **Noise Exemption Permit Request** with this Event application.

DJ with amplified sound, live band

15. Approximate number of persons, animals, and/or vehicles comprising the Event, the type(s) of animals and description of vehicles, and approximate number of participants and spectators in viewing attendance:

10 food and n/a beverage vendors

9 alcohol vendors

10 activity hosts

up to 2,000 attendees

16. Do you plan on having banners, signs, or other attention-getting devices in the Event? Yes ☒ No ☐

17. Do you plan on using any designated public facilities or infrastructure for the Event? Yes ☒ No ☐
If yes, list public facilities or infrastructure (i.e. public restrooms, picnic shelters, stages, etc.).

City of Moscow Community Events Division
EVENT APPLICATION



Friendship Square bathrooms, Friendship Square
City electric outlets in and around Friendship Square

18. Are you requesting additional City Police services for escort services, traffic, and/or crowd control?
Yes ☐ No ☒

If yes, contact City of Moscow Police Department at 208-883-7059 to discuss and see attached Fee Schedule.

19. Please use this area to include more detail or attach additional pages for additional information about Event that is pertinent for us to know.

20. Organization Sponsoring Event: Moscow Chamber of Commerce + Visitor Center
21. Organization Address: 411 S. Main St.
22. Organization Officers/Authorized Representatives: Dre Arman, Sam Martinet
23. Individual Responsible for Event Organization: Dre Arman
24. Individual's Address: 411 S. Main St.
25. Individual's Day, Message, or Cell Phone Number: 419-966-7153
26. Individual's E-mail: marketing@moscowchamber.com
27. City reserves the right to alter your route if the City determines the proposed route will require significant City services and/or severely limit transit opportunities in high traffic areas. Applicant understands and agrees that the City is reserving that right? If answers no, application may be denied. Yes ☒ No ☐
28. **Submit a Site Map with this application.** Event Applications without a Site Map will not be processed. Details on a Site Map may include but are not limited to locations of desired street closures, walking routes, assembly points, start and finish points, locations of food and beverage vendors, stages, service areas, etc. A blank map of downtown Moscow is available on page 7.
29. **Residential Neighborhood Block Parties:** Provide Proof of Insurance (Requirement may be waived at Discretion of City)
30. **All other Event Types (except Public Assembly):** Provide Proof of Insurance (Required – Certificate of Insurance must include the City of Moscow as an Additional Insured and list \$500,000 as the minimum amount of general liability or \$1,000,000 if alcohol is included.)

City of Moscow Community Events Division
EVENT APPLICATION



HOLD HARMLESS AGREEMENT:

The applicant/group/organization (hereinafter "SPONSOR"), through its duly and specifically authorized agents, hereby releases City of Moscow, Idaho (hereinafter "CITY") and agrees, contracts and covenants not to bring suit and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives, to which SPONSOR might otherwise be immune, arising from the Community Event, Block Party, Public Assembly, Parade or Sidewalk Walking Parade scheduled to occur as indicated on this application (hereinafter "Event"), including any Street Closure permitted under the terms of CITY's Policy on Street Closure. No SPONSOR shall be required to indemnify or hold harmless CITY for claims, actions and demands that arise out of CITY's sole negligence. Inspection, review and/or acceptance by CITY of any activity performed by or during the Event, or any activity or non-activity by CITY Police officers or other officers, employees, agents or representatives of CITY, shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY.

SPONSOR acknowledges that he/she has read and understands the current Idaho Governor's Idaho Rebounds Plan which includes any existing Stay Healthy Order and/or Guidelines and has read the protocols for social/physical distancing, use of face masks/face coverings, and sanitation requirements and guidelines. SPONSOR agrees to comply with the Governor's Order and/or Guidelines and ensure that all participants will comply with the Order and/or Guidelines. SPONSOR acknowledges any and all City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees to comply with any and all City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event and ensure that all participants comply with the City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees that if CITY determines she/he and/or any participant is not in compliance with the Governor's Orders and Guidelines and/or is not in compliance with City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event, CITY reserves the right to revoke the Event permit.

I, SPONSOR, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I have the authority to bind the group or organization, if applicable, to this Agreement.

NAME: Dre Arman

DATE: 12/1/2022

EVENT SPONSOR ELECTRONIC SIGNATURE:



By checking this box as an electronic signature, I agree to all the terms and conditions that apply to the Community Event /Residential Neighborhood Block Party/Public Assembly/Street Parade/Sidewalk/Pathway Event, Permitting Process, and Hold Harmless Agreement. I certify under penalty of perjury pursuant to the law of the State of Idaho that everything in the application is true and correct and that I have authority to bind the group or organization, if applicable, to this Agreement.

EVENT SPONSOR NON-ELECTRONIC SIGNATURE:

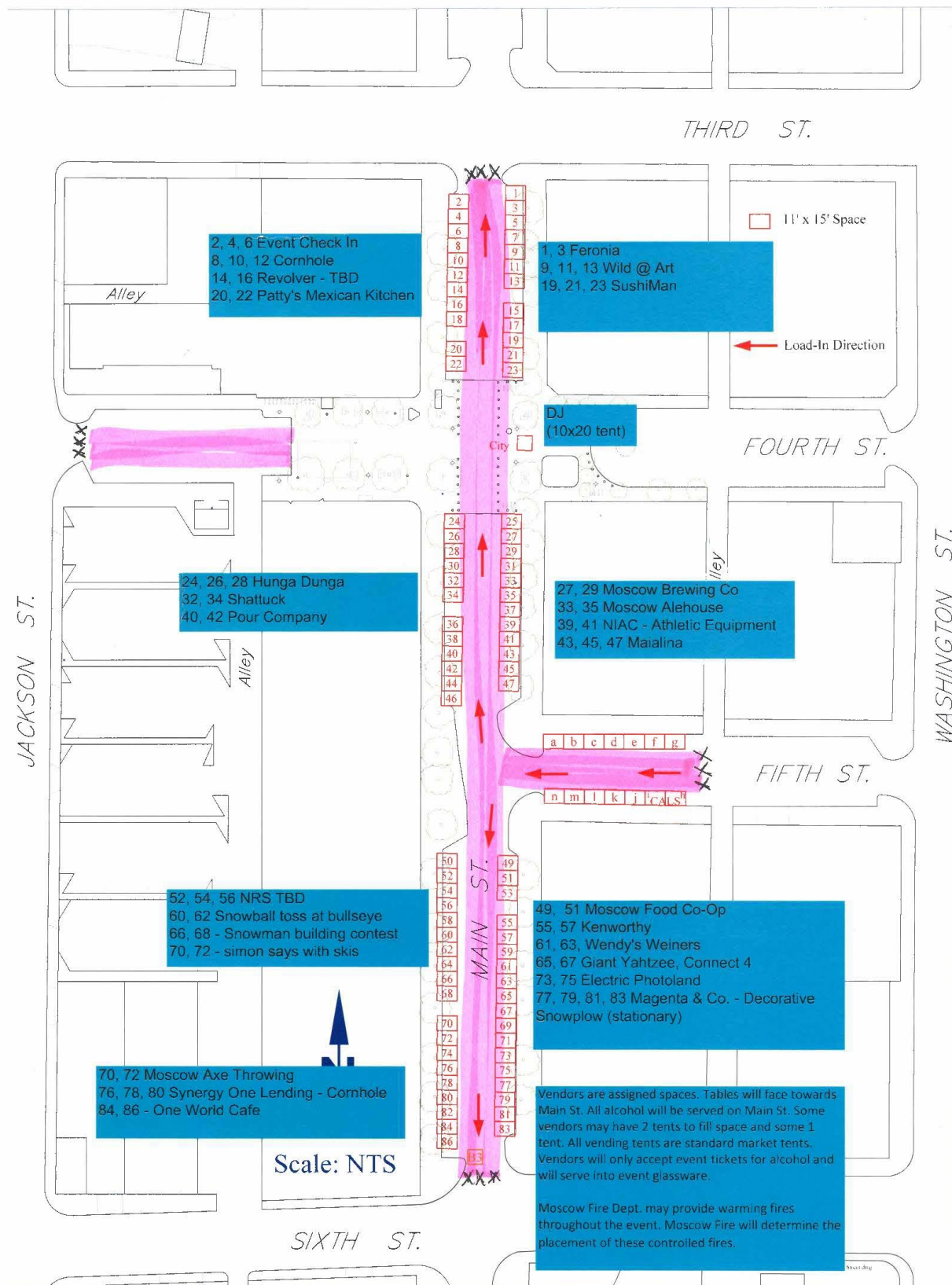
(Required only if printing and submitting in person)

*The information on this form is Public Record and may be posted to a public website.
Moscow City Code Title 10, Chapter 17 is available from the City Clerk at PO Box 9203, Moscow, ID, 83843, or on the City's web page at <https://www.ci.moscow.id.us/393/City-Code>.*

FOR OFFICE USE ONLY

☐ Community Event without alcohol	☒ Community Event with alcohol	☐ Street Parade Event
☐ Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)	☐ Public Assembly – no fee (march, picket, rally, demonstration, etc.)	☐ Residential Neighborhood Block Party Event
Date App Rec'd: <u>12/2/2022</u>	Fees Due: <u>\$298 (permit, closure, and alcohol)</u>	Fees Paid: _____

2023 Moscow Winterfest Proposed Layout







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Troy Insurance Agency Inc 1822 18th Ave P.O. Box 796 Lewiston ID 83501		CONTACT NAME: Amanda Nelson PHONE (A/C, No, Ext): (208) 743-3541 E-MAIL ADDRESS: amtroy@troyins.com FAX (A/C, No): (208) 743-3542	
INSURED Moscow Chamber of Commerce 411 South Main St Moscow ID 83843		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 LIABILITY **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		NBP1563070	01/30/2023	01/30/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$						
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			NBP1563070	01/30/2023	01/30/2024	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$						
	Liquor Liability \$ 1,000,000						
	COMBINED SINGLE LIMIT (Ea accident) \$ Included in CGL						
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED: ☒ RETENTION \$ 0			CUP1567801	01/30/2023	01/30/2024	BODILY INJURY (Per person) \$
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	EACH OCCURRENCE \$ 1,000,000						
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				AGGREGATE \$ 1,000,000
	PER STATUTE ☐ OTH-ER ☐						
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF MOSCOW IS LISTED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY REFERENCED ABOVE.

CERTIFICATE HOLDER CITY OF MOSCOW 206 E 3RD ST MOSCOW ID 83843	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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ACORD 25 (2016/03)

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NOISE EXEMPTION PERMIT REQUEST

Moscow City Code 10-11-2

(Please allow at least three business days in which to process this request)

Requested Event Date(s): 2/4/2023 Begin time: 12:00pm End time: 4:00pm

Event Location: Main St. from 3rd - 6th, 1st bay of Jackson St. parking lot, 5th St. from Main to alley

Amplified Music (DJ, party, etc.) ☐ No ☒ Yes

Alcoholic Beverages Available ☐ No ☒ Yes - Purchaser: multiple vendors
(Marking this box does not mean your request will be denied) (If hosted or catered, name of serving organization)

Live Band Performing ☐ No ☒ Yes - Group: TBD

Describe the event: a family friendly 1980s apres ski themed block party

(use back of this form if more space is needed)

Name of requesting person/Group/Organization: Moscow Chamber of Commerce + Visitor Center

Person responsible for Group or Organization: Dre Arman, Sam Martinet

Requesting Person's Address: 411 S. Main St.

Phone Number: 208-882-1800

Email Address: marketing@moscowchamber.com

Daytime phone number is required

Permits will be returned by email unless otherwise requested

Responsible person available **AT AND DURING** this event: Dre Arman

Cell- or contact-phone during event: 419-966-7153

Your signature is unconditional acceptance of all terms and conditions. This permit may be modified or revoked by City at any time if permit conditions are violated. Read the following carefully:

The applicant/group/organization hereby agrees to indemnify and hold harmless City of Moscow, Idaho from all claims, actions and demands of any kind whatsoever related to and/or arising out of the activity(ies) specified in this application and does hereby accept all risk and responsibility for any damage(s) stemming from such activity. Every Applicant requesting a noise Exemption Permit shall cooperate with law enforcement by adjusting the noise level in the event of any citizen complaint(s). In the event of non-compliance, law enforcement may revoke this permit. No applicant/group/organization shall be required to indemnify or hold harmless City of Moscow, Idaho for claims, actions and demands that arise out of City's sole negligence.

Requesting Person's Signature: Dre Arman

Digitally signed by Dre Arman
Date: 2022.12.09 15:29:15 -0800

Date: _____



APPROVED



DENIED

Date permit valid: 2/4/23

Hours permit valid: 12-4pm

Noise level (dba) shall not exceed 85 Dba

at ☒ source at ☐ property line

Other Conditions: _____

James Ray Jr.

Police Chief or Designee (208) 883-7054

Community Events Division Event Application Review			
Moscow Winterfest	02/04/2023	4:00 - 6:00 pm	
Event Name	Date(s)/Time(s)		
DEPARTMENT/DIVISION DESIGNEE <u>James Fry Jr</u> James Fry Jr (Dec 14, 2022 15:00 PST) Moscow Police Department Officer presence required? ☐ Yes ☐ No ☒ N/A <u>Dan Ellinwood</u> Dan Ellinwood (Dec 13, 2022 14:59 PST) Moscow Volunteer Fire Department <u>David R. Schott</u> David R. Schott (Dec 13, 2022 14:34 PST) Parks and Recreation Department <u>Kyle Rainer</u> Kyle Rainer (Dec 14, 2022 09:07 PST) Community Development-Engineering Division  Public Works-Environmental Services Division <u>Steve Schulte</u> Steve Schulte (Dec 14, 2022 08:18 PST) Public Works-Streets Department Street closure required? ☒ Yes ☐ No ☐ N/A *Application will remain pending until ITD grants applicant a permit Time of street closure? 9:00 am - 6:00 pm Start End <u>Laura Perrigo</u> Laura Perrigo (Dec 14, 2022 15:40 PST) City Clerk/Deputy City Clerk EVENT(S) APPROVED/DENIED ☒ Approve ☐ Deny Officers available? ☐ Yes ☐ No ☒ N/A ☒ Approve ☐ Deny ☒ Approve ☐ Deny ☒ Approve ☐ Deny ☐ Yes* ☒ No ☐ N/A ITD permit required? ☐ Yes* ☒ No ☐ N/A Fees? 158.00 ☐ Daytime ☒ Nighttime			

City of Moscow Community Events Division
ALCOHOL USE APPLICATION



Required for Events requesting Alcohol Use in the Moscow Downtown Central Business Zoning District or a Moscow Parks Facility.

City Council has the right to deny this application, but applicants may still move forward with their approved Event without alcohol.

Timeline for requesting Alcohol Use:

1. At least two months prior to Event, applicant submits Event Application or Parks Reservation for review.
2. Upon approval of Application or Reservation, applicant submits:
 - a. Alcohol Use application
 - b. Pays \$100 non-refundable Alcohol Use fee
 - c. Name(s) of licensed alcohol provider(s)
 - d. Events in a Moscow Park Facility also include:
 - i. Location of the beer/wine garden during the event with size dimensions, entry and exit points, and serving location. Provide as much detail as possible.
3. Staff drafts a Resolution according to the Event and communicates with applicant on security and insurance requirements.
4. Applicant must be present at Administrative Committee meeting (meetings are held on the 2nd and 4th Mondays of each month pending no holiday delays).
5. Applicant must be present at City Council meeting (meetings are held on the 1st and 3rd of each month pending no holiday delays).
6. Upon approval, applicant pays any remaining fees.

Event Name: Moscow Winterfest **Event Date(s):** February 4, 2023

Event Location: Main Street between 3rd and 6th including first bay of Jackson St. lot and 5th to the Alley

Event Start time: 12:00 pm **Event End time:** 4:00 pm

Individual responsible per Event Application/Parks Reservation: Dre Arman

By signing this Alcohol Use application, applicant understands that their Event may not have alcohol unless approved by City Council, and that City Council has the right to deny Alcohol Use applications. Applicant also understands that the \$100 fee is non-refundable regardless of the decision issued by City Council.

Dre Arman Digitally signed by Dre Arman **12/15/2022**
Date: 2022.12.15 15:07:07 -08'00'

Signature of Individual responsible for Event **Date**

Date Received: 12/15/22 Date non-refundable fee paid: 12/16/22



CITY OF MOSCOW

206 E. THIRD
MOSCOW, ID 83843
208-883-7000

PERMIT NUMBER: CE2023-01
EVENT DATE: February 4, 2023
EVENT TIME: 12-4 pm

THIS IS TO CERTIFY THAT

Dre Arman of MCOC+VC

411 S. Main St.

Moscow, ID 83843

IS HEREBY GRANTED A CITY OF MOSCOW COMMUNITY EVENT PERMIT FOR THE LOCATION NAMED BELOW WITHIN THE CORPORATE LIMITS OF THE CITY OF MOSCOW, IN CONFORMITY WITH THE PROVISIONS OF CHAPTER 17, TITLE 10 OF THE MOSCOW CITY CODE.

PERMIT TYPE: Community Event with alcohol

PERMIT LOCATION: Main St. (3rd to 6th St.); 5th St. to Alley; first bay of Jackson St. parking lot

I, Dre Arman, CERTIFY UNDER PENALTY OF PERJURY PURSUANT TO THE LAWS OF THE STATE OF IDAHO, THAT THE FOREGOING IS TRUE AND CORRECT. I AGREE TO ALL THE TERMS AND CONDITIONS OF MOSCOW CITY CODE TITLE 10, CHAPTER 17 PARADE; PUBLIC ASSEMBLY AND RESOLUTION 2015-05 POLICY AND PROCEDURES FOR RIGHT-OF-WAY PERMITS. DAMAGE TO ANY PUBLIC IMPROVEMENTS ARE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ISSUED THIS _____ DAY OF _____, 2023

(SIGNATURE OF LICENSEE)

DATE

(SIGNATURE OF STAFF)

DATE

COMMITTEE STAFF REPORT

DATE: Monday, January 9, 2023



RESPONSIBLE STAFF

David Schott, Parks and Facilities Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Consideration of the Moscow Area Mountain Bike Association License Agreement for the Moscow Mountain Property Trail Proposal (ACTION ITEM) - David Schott

DESCRIPTION

Moscow Area Mountain Bike Association (MAMBA) has reached out to the City of Moscow with a trail proposal for the City's Moscow Mountain Property, located on top of Moscow Mountain near the intersection of Moscow Mountain Road and Rock Creek Road. On June 9, 1941, Harry and Nina Powell donated 20 acres for watershed and recreational purposes to the City of Moscow through a Deed of Gift. Currently, the property is undeveloped and is not managed for recreational purposes and the City has no future development plans for the property.

MAMBA is a local non-profit organization founded in 1997 that develops, maintains, and promotes the use of over 60 miles of non-motorized trails on and around the Moscow Mountain area. The proposal includes the construction of a trail system on the Moscow Mountain Property to connect with other existing trails in the surrounding area. As proposed, these high-quality trails will improve trail connectivity in the area, be purpose-built for mountain bikes, running, and hiking to increase recreational enjoyment, and increase safety by diverting non-motorized traffic off roads. The proposed trails would include two uphill climbing and one downhill-specific flow line and one downhill-specific technical line. In total, around 2 miles of trail are being proposed on the 20-acre property.

The proposed trails will conform to the International Mountain Bicycling Association (IMBA) standard trails which are more sustainable, more enjoyable, and will use naturally occurring features to highlight the unique topography of Moscow Mountain. If approved, MAMBA is committed to the long-term maintenance of the trail system on the Moscow Mountain Property.

MAMBA intends to apply for an Idaho Department of Parks and Recreation Mountain Bike License Plate Grant, which is due on January 27, 2023. The preliminary estimate provided by MAMBA for trail construction is \$10,000. MAMBA has requested financial participation from the City for the matching funds to show community support for the project to the Idaho Department of Parks and Recreation in the amount of \$5,000.

If approved, the project timeline is as follows:

January 9, 2023: Administrative Committee

January 16, 2023: City Council Consideration

January 24, 2023: Grant application due to Idaho Department of Parks and Recreation

Spring 2023: Flag trail and walk-through with City of Moscow staff

June 2023: Grant proposal decision made

Spring 2023 - Spring 2025: Trail Construction

May 2025: Grand opening

The anticipated outcomes of the project include: promoting the use of authorized trails and discouraging user-created trail construction; increasing the quality and quantity of outdoor recreational opportunities in the area; connecting to an existing surrounding trail system; utilizing the property for recreational purposes as intended by the Deed of Gift; appeasing the desire for advanced mountain bike trails; increasing visitor and local user value; and promoting long term health and enjoyment of visitor and residents.

STAFF RECOMMENDATION

Recommend approval of the License Agreement for the proposed trail system on the Moscow Mountain Property and financially participate in the amount of \$5,000 as matching funds for the Idaho Department of Parks and Recreation grant.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the License Agreement for the proposed trail system on the Moscow Mountain Property and financially participate in the amount of \$5,000 as matching funds for the Idaho Department of Parks and Recreation grant; or provide staff with further direction.

FISCAL IMPACT

Financially participate in the amount of \$5,000 as matching funds for the Idaho Department of Parks and Recreation grant. Expensed from Capital Recreation and Culture, Improvements Parks, GL Code 350-165-770-73.

PERSONNEL IMPACT

ATTACHMENTS

1. MOSCOW MOUNTAIN PROPERTY- MAMBA License Agreement-final
2. City of Moscow MAMBA trail proposal Nov 2022

**NON-EXCLUSIVE LICENSING AGREEMENT FOR MULTIPURPOSE TRAILS ON MOSCOW
MOUNTAIN PROPERTY BETWEEN CITY OF MOSCOW AND MOSCOW AREA
MOUNTAIN BIKE ASSOCIATION**

THIS NON-EXCLUSIVE LICENSING AGREEMENT FOR MULTIPURPOSE TRAILS ON MOSCOW MOUNTAIN PROPERTY (hereinafter "Agreement") is made this ____ day of _____, 2023 by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter referred to as "Licensor"), and Moscow Area Mountain Bike Association, P.O. Box 8382, Moscow, Idaho, 83843 (hereinafter referred to as "Licensee").

RECITALS

WHEREAS, Licensor is the owner of the premises described below (commonly known as the Moscow Mountain Property), of which some portion is subject to a Deed of Gift that the real property be used "for water-shed and recreational purposes, and no other"; and

WHEREAS, Licensor desires to license the premises to Licensee "for recreation purposes" and compatible uses; and

WHEREAS, Licensor wishes to ensure that any development proposed by Licensee is in conformance with recognized park development standards and guidelines; and

WHEREAS, Licensee, being fully aware of the said restrictions upon the use of the premises pursuant to the Deed of Gift, desires to enter into a non-exclusive license agreement regarding said premises for the uses allowed thereby; and

WHEREAS, Licensor and Licensee represent that there exists no prohibition or encumbrance on the premises or of their authority which would prevent such a non-exclusive license to Licensee for such stated purposes;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree to the recitals written above as if fully incorporated herein and agree as follows:

1. SUBJECT AND PURPOSE

Licensor grants and conveys, subject to the conditions and terms hereinafter set forth, a non-exclusive license to build and maintain multipurpose trails on the land located in the County of Latah, State of Idaho commonly known as the Moscow Mountain Property (hereinafter referred to as "Property"), and more particularly described as follows:

RP40N04W182418 or The East Twenty (20) acres of the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section Eighteen (18), Township Forty (40) North, Range Four (4) W.B.M.

to Licensee for Licensee's use for the benefit and use of the citizens of Moscow, Idaho and the general public for recreation purposes, as further defined and as granted by this Agreement. Licensee shall not use or allow the premises to be used for any other purpose or for any unlawful purposes. This Agreement does

not constitute an estate, tenancy, or interest in real property. The Agreement is specific to Licensee and is not transferable.

2. TERM

Licensor licenses the above-described premises for a five (5) year term, beginning from the date of execution of this Agreement, with automatic one (1) year renewals unless terminated earlier by either Party.

3. NON-EXCLUSIVE LICENSE AGREEMENT

Anything in this instrument to the contrary notwithstanding, Licensee agrees to the following conditions:

- A. The License herein granted is subject to all easements and encumbrances and is non-exclusive.
- B. Licensee shall not interfere with the property uses of Licensor as Licensor and its successors and assigns retain the right to full use of the Property except to the extent such Licensor uses preclude the limited permission for Licensee's ongoing building and maintenance of the multipurpose trails as set out in Exhibit "B" and its related access specifically authorized by this Agreement.
- C. Licensee and Licensee's agents or contractors shall at all times safely utilize and maintain Licensee's property with the Property and Licensee shall comply with Licensor's security or safety standards when notified of such by Licensor.

4. COMPENSATION

For and in consideration of Licensee's agreement to develop trails and to provide maintenance of the developed trails, for the benefit and use of the citizens of Moscow, Idaho and the general public for recreation purposes, Licensor will not be charging Licensee a licensing fee. Licensor will not be obligated to provide any funding to assist with the construction or maintenance of the recreational multipurpose trail system. The recreational multipurpose trail system shall be constructed and maintained at the sole expense of Licensee.

5. ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO PROPERTY

For the purposes of this Agreement, alterations, additions and/or improvements shall be defined as those alterations, additions and improvements relating to, but not limited to recreational multipurpose trails, sheds, roads, parking lots, pathways, restrooms, maintenance areas and other similar recreational features and development.

A. Subject to the limitation that no substantial portion of the Property shall be altered, demolished or removed by Licensee without the prior written consent of Licensor, Licensee may at any time during the license term, subject to the conditions set forth in this Agreement and at its own expense, make alterations, additions or improvements in and to the Property. Any work covered under this section shall be performed in a workmanlike manner and shall not impair or lessen the value of the Property or create additional liability for Licensor.

B. Conditions with respect to alterations, additions or improvements are as follows:

(1) Licensee shall only construct, at its own cost, recreational multipurpose trails as set forth in Exhibit "B". Any changes to Exhibit "B" must be presented to Licensor in writing and agreed to and memorialized in writing by both Parties.

(2) Licensee guarantees that it will construct and maintain the recreational multipurpose trails in a manner that will not result in the removal of existing established trees or result in erosional or other damage to the Property.

(3) All recreational multipurpose trails constructed by Licensee shall only be used by non-motorized vehicles.

(4) All recreational multipurpose trails constructed by Licensee shall be open and available to the public at no cost as is intended by the Deed of Gift, see Exhibit "A".

(5) Before commencement of any work, all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with requirements of relevant regulations.

(6) Licensee shall, without cost to Licensor, and where required by law, require any and all contractors, including subcontractors, to furnish a performance bond written by a surety licensed to do business in the State of Idaho in an amount equal to the estimated cost of the work, guaranteeing the completion of work, free and clear of liens, encumbrances and security interests, according to the approved plans and specifications.

C. All alterations, additions and improvements on, of, or in the Property at the commencement of the term, and all alterations, additions and improvements which are designed to be permanent, which may be erected or installed during the term, shall become part of the Property and the sole property of the Licensor at termination of the Agreement.

D. Licensee agrees that upon the termination of this Agreement and determination by Licensor that Licensor does not have the ability to assume the responsibility to maintain the trails in a safe condition for use by the public, Licensee shall make reasonable efforts to deconstruct the trail entry points to discourage continued use by the public. Such entry point deconstruction request shall be provided by Licensor to Licensee and shall include limited trail tread removal and placement of downed trees, branches, and other natural materials to the extent necessary to obscure the trail from view from any public roadways or other public access points. Licensee agrees that it shall, at the termination of this Agreement, peaceably and quietly surrender and deliver the Property to Licensor free of sub-tenancies and further surrender and deliver all buildings, additions and improvements constructed or placed thereon by Licensee in good condition and repair, reasonable wear and tear excepted. Capital improvements and alterations shall not be removed without Licensor's prior written consent and shall remain as part of the Property.

6. REPAIRS AND MAINTENANCE

Licensee shall, at all times during the Agreement and at its own cost and expense, repair, replace and maintain in a good, safe and substantial condition, all of the constructed recreational multipurpose trails on the Property. Licensee and its agents will notify Licensor within ten (10) days of first observation of any vandalism, unapproved trail development or other illicit activity upon the Property.

7. SIGNAGE

Licensee shall post at all recreational multipurpose trail entry locations signage that prohibits the use of motorized vehicles and signage that prohibits the use of fire on the Property. Any signage placed by Licensee on the Property shall be preapproved by the City Parks and Facilities Manager.

8. UNLAWFUL OR DANGEROUS ACTIVITY

Licensee shall neither use nor occupy the Property or any part thereof for any unlawful purpose nor operate or conduct its activities in a manner constituting a nuisance of any kind. Licensee shall immediately, upon discovery of any unlawful use, take action to halt such activity.

By executing this Agreement, Licenser does not admit or accept any liability or responsibility for any pre-existing or latent conditions or problems of any kind or nature associated with the Property. Licensee specifically accepts the condition of the Property as is, with no warranties or representations of any kind for its licensed activities. Licensee further specifically agrees that its use of the Property shall be at Licensee's own risk and that Licenser accepts no responsibility for Licensee's activities upon the Property.

During the term of this Agreement, Licensee represents that it has not and that it shall not create or permit any condition on the Property which presents an unreasonable risk of damage or injury to human health or to the environment or which would constitute a violation of any statute, regulation or order relating to the protection of health or the environment.

Licenser shall conduct inspections, without prior notice, of the Property periodically. Such inspections will be conducted in a manner so as to minimize interference with Licensee's activities. The provisions of this paragraph shall survive the termination of this Agreement.

9. INDEMNITY AND INSURANCE

A. INDEMNITY AND RELEASE Licensee shall indemnify Licenser against all expenses, liabilities and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of either

(1) a failure by Licensee to perform any of the terms or conditions of this Agreement; (2) failure to comply with any law of any governmental authority; or (3) any mechanic's lien or security interest filed against the Property or equipment, materials or alterations of buildings or improvements thereon, excluding those created by Licenser.

Licensee shall release Licenser for any claims, demands, or liability whatsoever for any injury or damage that occurs on or about the Property related to Licensee's activities, excepting any injury or damage resulting, in whole or in part from Licenser's intentional or negligent act or omission.

B. INSURANCE. Licensee shall maintain such liability and property damage insurance, including general, personal, bodily injury, products, fire, automobile and property liability insurance, as will protect Licenser from claims for damages because of bodily injury, including death, or damages because of injuries to or as, destruction or loss of use of property, which may arise from operations under this Agreement whether such operations be by Licensee or its agents or anyone directly or indirectly employed or controlled by it.

Licensee will carry during the Term, at its own cost and expense, the following insurance: Comprehensive general liability insurance in the minimum amount of five hundred thousand dollars (\$500,000), as required by the Idaho Tort Claims Act.

Insurance provided under this Agreement shall be in an amount sufficient to prevent Licenser and Licensee from becoming co-insurers under the provision of applicable policies of insurance, but in any event, in an amount not less than one hundred percent (100%) of the full insurable value of the Property for property loss. All insurance required shall be maintained in full force and effect and shall be maintained at Licensee's expense until this Agreement, or any part thereof, terminates.

Licensors shall be named as a loss payee on Licensee's policy(ies) for activities contemplated by this Agreement. All insurance policies shall require thirty (30) days written notice to Licensors by registered mail of any cancellation or change affecting any insurance interest or coverage.

Certificates of such insurance, along with a loss payee statement, shall be provided to the Licensors contemporaneously with the execution and delivery of this Agreement. In addition, Licensee agrees to promptly notify Licensors in writing as soon as practicable in the event of a notice of an injury or a claim is received which involves either party to this Agreement.

Nothing contained herein shall limit the liability of the Licensors or Licensee for their own willful or grossly negligent acts.

10. LIMITED LIABILITY

A. Licensors asserts a limitation on liability for use of the Property pursuant to Idaho Code 36-1604. Idaho Code 36-1604 (c), states that "[a]n owner of land owes no duty of care to keep the land safe for entry by others for recreational purposes, or to give any warning of a dangerous condition, use, structure, or activity on such land to persons entering for such purposes. Neither the installation of a sign or other form of warning of a dangerous condition, use, structure, or activity, nor any modification made for the purpose of improving the safety of others, nor the failure to maintain or keep in place any sign, other form of warning, or modification made to improve safety, shall create liability on the part of an owner of land where there is no other basis for such liability."

B. Licensors is not providing a guarantee that the Property is free of any danger. Licensee accepts the license to use the Property as is and understands the use and development of the Property as detailed herein may be dangerous and accepts the potential risks.

11. DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this Agreement:

A. If Licensee shall fail to perform or comply with any of the conditions of this Agreement and if the nonperformance shall continue for a period of thirty (30) days after notice thereof by Licensors to Licensee or, if the performance cannot be reasonably had within the thirty (30) day period, Licensee shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.

B. If Licensee shall vacate or abandon the multipurpose trails constructed on the Property, as evidenced by Licensee's cessation of substantial activities for a period of one hundred eighty (180) days.

C. If this Agreement or the licensehold estate of the Licensee hereunder shall be transferred to or shall pass to or devolve on any other entity, person or party.

D. If Licensee fails to provide insurance as provided in Section 10 of this Agreement or there is a lapse of insurance coverage required herein of any nature or for any period of time, no matter how short whether it is due to Licensee's action or inaction or the action of another.

E. If Licensee's activities are not of a benefit to the citizens of Moscow, Idaho because of Licensee's failure to act pursuant to the terms of this Agreement.

12. EFFECT OF DEFAULT OR BREACH

In the event of any default or breach hereunder, as set forth in Section 12, the rights of Licensor shall be as follows:

A. Licensor shall have the right to cancel and terminate this Agreement, as well as all of the rights, title and interest of Licensee hereunder. Licensor shall act in good faith when determining whether to terminate this Agreement. Thereafter, this Agreement and the right, title and interest of Licensee hereunder, shall terminate in the same manner and with the same force and effect, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined. Licensee's liability for acts or omissions during the term of this Agreement shall not be affected by any default under this paragraph 13.A.

B. Upon default, Licensor may remove the property and personnel of Licensee, and store the property in a public warehouse or at a place selected by Licensor, at the expense of Licensee. If such property is not collected by Licensee from Licensor within sixty (60) days following its removal by Licensor from the Property, Licensor and Licensee agree that Licensor may dispose of it.

13. DESTRUCTION OF PREMISES

In the event of a partial destruction of the Property during the term from any cause within Licensee's control, Licensee shall, at the option of the Licensor, forthwith repair the same at Licensee's expense. Should Licensee fail to make such repairs upon such direction of Licensor, Licensor retains the right to terminate this Agreement effective immediately without prior notice.

14. CONDEMNATION

If the whole of the Property shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Agreement shall cease and terminate as of the date on which title shall vest thereby in that authority.

15. EASEMENTS OR ENCUMBRANCES

The Parties shall be bound by all existing and future easements and encumbrances now of record relating to the Property. Licensee shall have no authority to enter into or to execute any easements or encumbrances, affecting the Property. Licensor shall provide to Licensee all existing easements and encumbrances prior to the effective date of this Agreement.

16. QUIET ENJOYMENT

Licensor warrants that Licensee shall be granted peaceable and quiet enjoyment of the Property free from any eviction or interference by Licensor as long as Licensee fully performs the terms and conditions of this Agreement.

17. WAIVERS

The failure of Licensor to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that Licensor may have regarding that specific instance and shall not be deemed a waiver of any other or subsequent breach or default in any terms and conditions of this Agreement.

18. NOTICE

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, or shall be hand delivered to the party to be notified at the address set forth herein or at such other address as either party may from time to

time designate in writing. Every notice and other writing or document which shall or may be given shall be deemed to have been given at the time it is deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

Addresses:

Licensor:
Parks and Facilities Manager City of Moscow
206 East Third Street PO Box 9203
Moscow, Idaho 83843

Licensee:
MAMBA
P.O. Box 8382
Moscow, Idaho 83843

19. TERMINATION

This Agreement may be terminated without cause by either party upon one hundred and eighty (180) days' prior written notice to the other party at any time following the initial term or any extension thereof. Following such termination, Licensee shall peaceably and quietly surrender and return the Property that Licensee has utilized for multipurpose recreational trails to Licensor free of sub-tenancies and further surrender.

This Agreement may be terminated for cause at any time pursuant to the terms under Sections 12 and 13 related to default or breach.

20. AMENDMENTS TO BE IN WRITING

This Agreement contains the entire agreement between the Parties regarding the licensing of use of the Property and cannot be changed or terminated except by a written instrument subsequently executed by the Parties hereto. This Agreement and the terms and conditions hereof apply to and are binding on the legal representatives, successors and assigns of both Parties.

21. APPLICABLE LAW AND VENUE/ATTORNEY'S FEES/COSTS

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. In the event of litigation concerning this Agreement, 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 Licensor to not exercise any of its rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach. In any suit or action brought to enforce any of the covenants of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs from the non-prevailing party.

22. TIME IS OF THE ESSENCE

Time is of the essence in all provisions of this Agreement.

23. MUTUAL PREPARATION

It is specifically agreed between the Parties that each Party has assisted in the preparation and negotiation of this Agreement, and in the event of litigation concerning the provisions hereof, neither Party shall assert, as a defense to compliance herewith, that the other Party solely authored such Agreement.

24. HEADINGS IRRELEVANT

In the interpretation of this Agreement, the headings are provided for convenience only, and are not deemed to be a part of the terms of this Agreement.

25. NO PARTNERSHIP OF LICENSOR AND LICENSEE

It is not the intention of the Licensor or Licensee to enter into a partnership relationship in any form or for any purpose. This Agreement shall not be construed as giving rise to any such partnership or any relationship other than that of licensor and licensee. Licensee agrees and covenants that it shall not represent, convey or conduct itself or its activities in such a way, expressly, impliedly or implicitly, to third parties that its relationship with Licensor is other than that of licensor and licensee. The required reporting by the Licensee and oversight of the Property by Licensor shall not be construed in any way other than to ensure that Licensee is using the land lawfully and responsibly.

26. PARTIES INTENT NOT TO ALTER DEED OF GIFT

Nothing in this Agreement is intended to nor shall be interpreted to alter in any way Licensor's obligations, responsibilities, fiduciary duties and/or other duties arising out of the Deed of Gift of Moscow Mountain Property to City of Moscow, Idaho of the real property described herein, nor shall this Agreement be interpreted to change, in any way, Licensor's intent to use the Moscow Mountain property for the benefit and use of the citizens of Moscow, Idaho for recreation purposes.

27. AUTHORITY TO EXECUTE

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

IN WITNESS WHEREOF, the Parties have executed this Agreement in Moscow, Idaho, the day and year first above written.

LICENSEE:

MAMBA

Sandra Townsend

LICENSOR:

CITY OF MOSCOW, IDAHO

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

EXHIBIT A

Instrument Number 146817 ✓

DEED OF GIFT

The grantors, HARRY POWELL and NINA E. POWELL, husband and wife, for and in consideration of the maintenance of this tract of land for watershed and recreational purposes, and no other, of the grantee herein, do by these presents, give, grant, alien and confirm unto the City of Moscow, a Municipality, located in Latah County, State of Idaho, the following described real estate situate in Latah County, State of Idaho:

The East Twenty (20) acres of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Eighteen (18), Township Forty (40) North, Range Four (4) W. B. M.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion or reversions, remainder and remainders, rents, issues and profits thereof.

Dated this 9 day of June, 1941.

Harry Powell
Nina E. Powell

STATE OF IDAHO,)
County of Latah.) ss.

On this 9th day of June, 1941, before me, Abe Goff, a Notary Public in and for said state, personally appeared Harry Powell and Nina E. Powell, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and Notarial Seal the date last above written.

S.E
: ABE GOFF :
: NOTARY PUBLIC :
: STATE OF IDAHO :
A.L

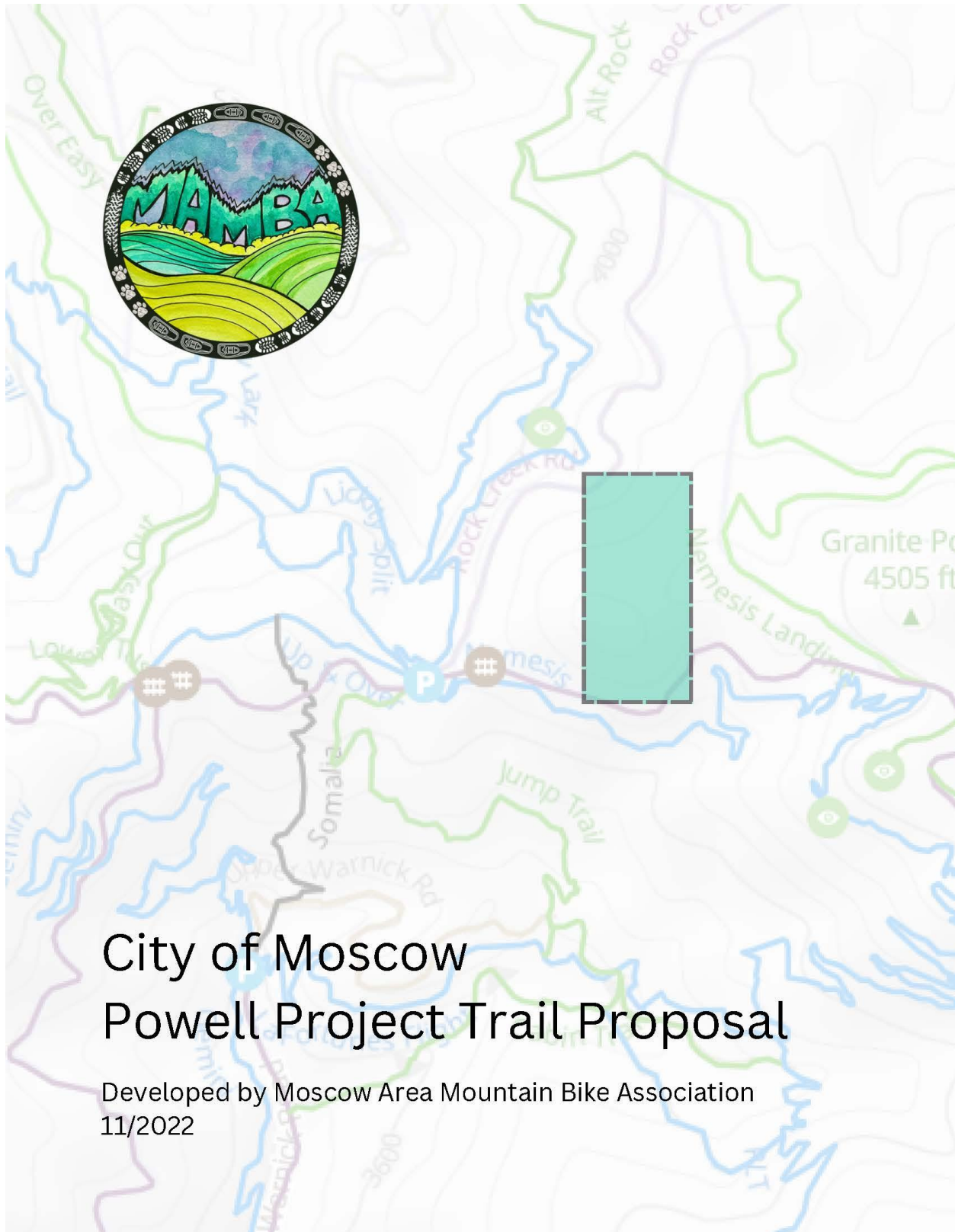
Abe Goff
Notary Public for Idaho, residing
at Moscow, in Latah County.

Filed for record October 8, 1941 at 12:15 o'clock P. M.
Request of City of Moscow Fee \$0.60.

HARRY A. THATCHER,
RECORDER,
BY *Rose E. Rawson*
DEPUTY.

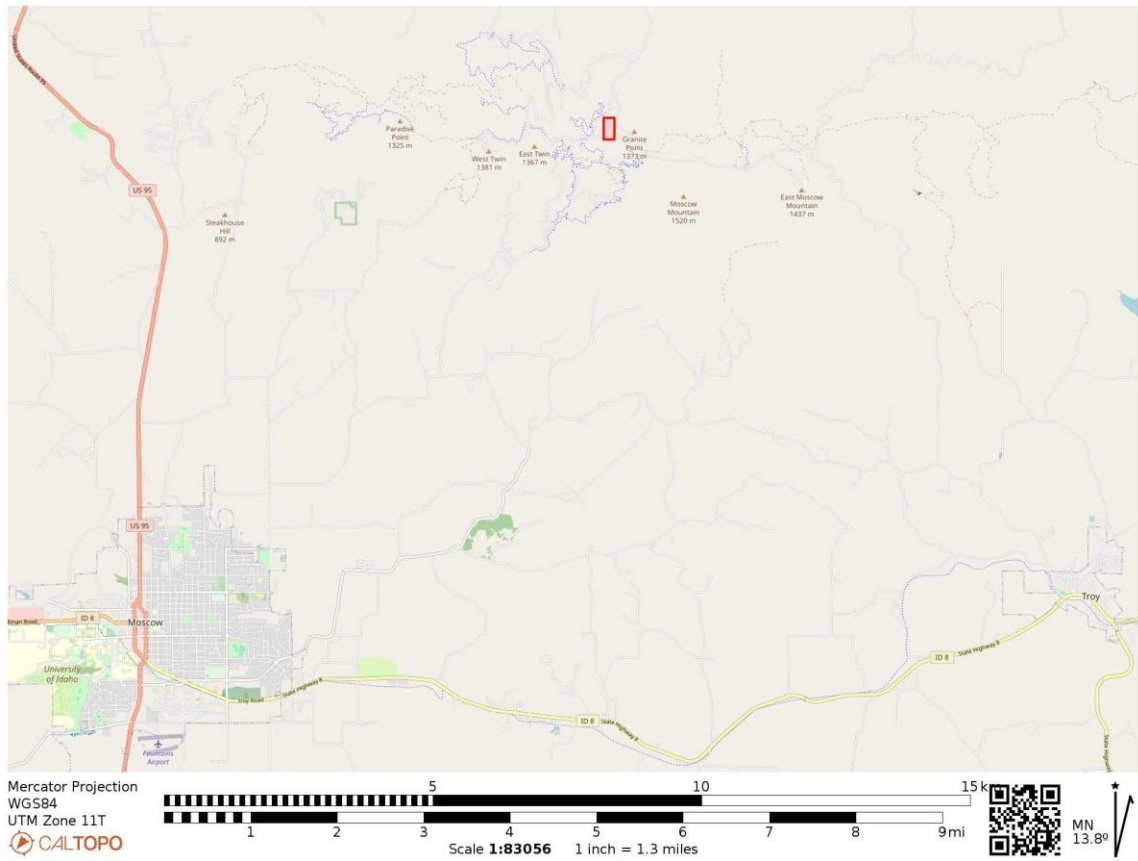
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EXHIBIT B



City of Moscow Powell Project Trail Proposal

Developed by Moscow Area Mountain Bike Association
11/2022



Overview

The Moscow Area Mountain Bike Association (MAMBA) proposes the development of several trails on City of Moscow land on Moscow Mountain. These high quality trails will improve trail connectivity in the area, be purpose built for mountain bike and running to increase recreational enjoyment, and increase safety by diverting non-motorized traffic off roads. The proposed trails would include two uphill climbing and one downhill specific flow line and one downhill specific technical line. They will be designed for users to repeat laps to practice technique or connect into the nearby trails, Nemesis to the south or Rock and a Hard Place to the west, for a longer ride. The development of trails will help disperse environmental use, reduce user conflict, and take some of the burden of trails off private property. Over the years, unauthorized trails have been developed on the property. This project will rehabilitate environmentally unsustainable trails with IMBA standard trails which are more sustainable, more enjoyable, and will use natural occurring features to highlight the unique topography of Moscow Mountain.

MAMBA is a local non-profit organization founded in 1997 which develops, maintains and promotes the use of over 60 miles of trails on and around the Moscow Mountain area. More information about MAMBA can be found on mambatrails.org.

History

Located at the top of Moscow Mountain on Moscow Mountain Road, the property is undeveloped and is not managed for recreational purposes. There are currently no future plans for this property. On June 9, 1941, Harry and Nina Powell donated 20 acres for watershed and recreational purposes to the City of Moscow. In 2001, the City of Moscow allowed Bennett Lumber Products to log the 20 acres to enhance the growth and vigor of timber.

Pg 178 of City of Moscow Parks and Recreation Department Historical Guide

Current Status

There are no official trails on this property, however unsanctioned trails have appeared over the years, notably connecting from Nemesis Landing to the nearby Four Corners Parking area. This project will rehabilitate any current trails that are unsustainable and replace them with sustainable purpose-built trails that increase enjoyment over the current trails.

Trail Building Process

MAMBA will use current best trail building practices, as promoted by resources such as Trail Solutions; IMBA's Guide to Building Sweet Single-track. Using modern trail design and construction will promote sustainable trail building techniques. MAMBA will build trails that will have minimal impact on the environment, resist erosion through proper design, construction, and maintenance, and co-exist with the natural environment and blend with the surrounding area. The trails will make the most of what the natural terrain contours present. It's proven in practice and theory, that a well-built trail will keep riders on the trail. If the trail doesn't offer riders the connectivity or experience they are looking for, there is potential for user created pathways and trails, or the use of trails closed to that user group. This is especially the case if connectivity and safety are factors driving users to use non-bike trails for biking. The planned flow trails will maximize the efficiencies afforded by using a bicycle, and will be designed to counteract forces that direct a user off the trail. Insloped corners and cambered tread surfaces, for example, will promote traction, safety, sustainability and enjoyment. Grade reversals for water drainage and sustainable trail grades prevent 'trenching'. The trails will highlight conservation of momentum where the ideal trail avoids "flow killers" such as sharp turns, incongruent features and disjointed climbs and descents. Instead, it utilizes undulations and cambered turns to reward smooth, deliberate riding and maximize forward motions. A flow trail encourages a better understanding of the bicyclist/bicycle interface, allowing riders (and runners) to reach that unique sensation of floating through the landscape. Ideally, there will be a sense of discovery, combined with

a design that maximizes a rider's forward momentum, helps to draw the user forward. The trail is never repetitive or predictable, nor is it "awkward", with a variety and innovation combining to create an intuitive feel. MAMBA will work closely with the Palouse Road Runners to make sure the needs of trail runners are addressed in the building of the trail, including long sightlines and well managed corners. All these different objectives together build an iconic route that users will want to ride and run.

Through newer trail building standards, the additional maintenance of the trails will require less time and money to maintain than older trails on the mountain. MAMBA is committed to the long-term maintenance of this trail.

Estimate build cost

No trail build is free and this trail is no exception. An IDPR grant, City of Moscow funds (help match the IDPR grant), and MAMBA funds (donations from the local mountain biking community) will all help fund this project. The trail would be hand built, by volunteers, saving costs. This project provides a great opportunity for private individuals, non-profits, city government, and state government to come together to support a singular community project. It is our hope that this becomes a model for future endeavors in the area. In total, MAMBA expects around \$10,000 in tool and supply costs. A list of items to be bought is at the end of this proposal.

Timeline

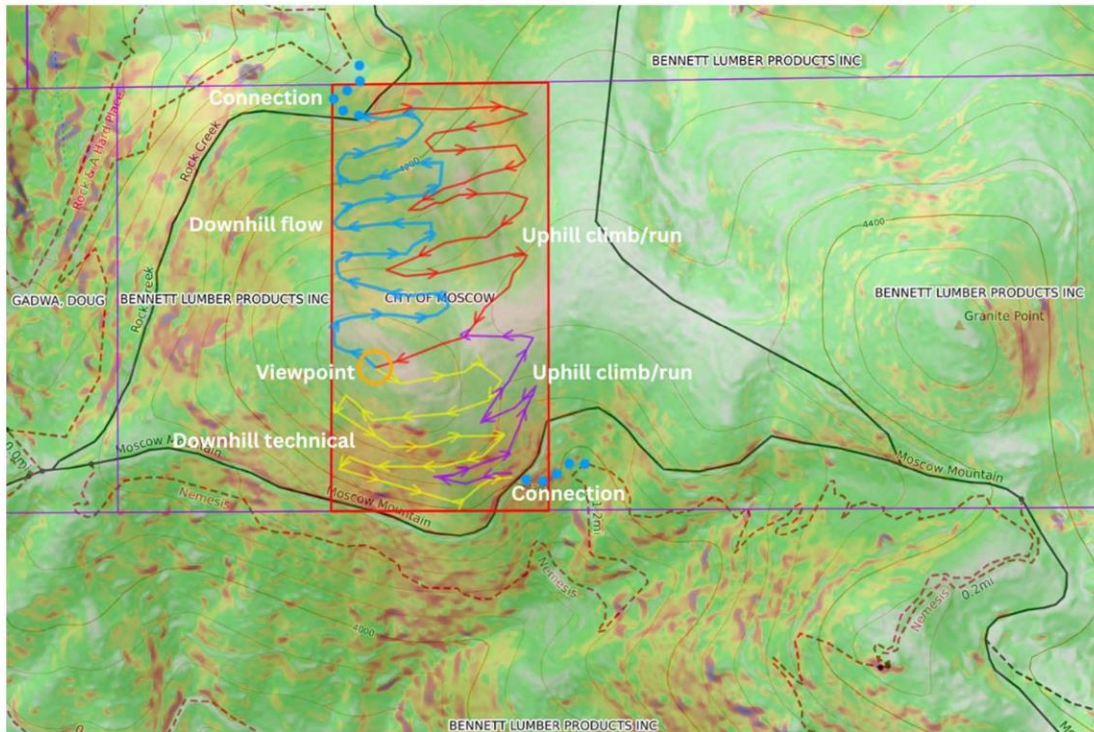
- Writing of trail proposal November 2022
- Parks and Recreation meeting November 2022
- City of Moscow Council meeting December 2022
- Writing IDPR grant January 2023
 - o Soliciting letters of support December 2022
 - o Public announcement of plan December 2022
- IDPR Mountain Bike License Plate grant due January 27, 2023
- Flag trail and walk through with City of Moscow Spring 2023
- Grant proposal decision made June 2023
- Build Trail Spring 2023-Spring 2025
 - o MAMBA estimates around 5 feet per hour of total build time (this includes planning, flagging, walking, corridor cleaning, building, finishing work, etc). Each hour is a singular person. (i.e. if 20 people work 1 hour, they are expected to finish 100 feet of trail on average). A total of 10,560' of proposed trail is 2112 total people hours. Through volunteer labor, MAMBA expects around 1.5 years of trail work.
 - o Overwintering of the trail is ideal before opening so adjustments to the trail can be made
- Grand opening of trail May 2025

Outcome and benefits

In summary, this project would promote the use of authorized trails and discourage user-created trail construction, increase the quality and quantity of outdoor recreational opportunities in the area, appease the desire for advanced mountain bike trails, ease the burden of private property owners in the area, protect the environment by restoring unauthorized created trails to natural habitat, and create an asset owned by the City of Moscow. The trails also added an additional benefit of being small potential fire breaks on the property.

The tourist and local user value should be noted and considered when looking at this project. This project helps to ensure permanent trail access on the top of Moscow Mountain. These trails are an important aspect of local employer recruitment and the long-term health and enjoyment of residents.

Location



Proposed Trails

The above map highlights the proposed trails. The Moscow Mountain Property itself is surrounded by Bennett Lumber Products Inc land but has access points via Rock Creek Road at the northwest corner and Moscow Mountain Road at two locations at the southeast and southwest corners. These corners will be utilized as the primary access points to the proposed trails. The northwest corner will connect into the trail 'Rock and a Hard Place' and the southeast corner will connect into 'Nemesis'. The three proposed trails will converge at the highpoint on the property which includes a viewpoint looking out to the south over the Palouse. The 'red trail' will be purposed built as the uphill climbing route, minimizing technical features and making the climb as sustainable as possible. It will be around $\frac{3}{4}$ mile in length. The 'blue trail' will be a purposed built flow trail that takes advantage of natural features of the topography and modern trail building. The trail will highlight the feeling of 'flow' that runners and bikers get while using a smooth continuous trail. Optional skill building features will be strategically placed throughout the trail. It will be around $\frac{1}{2}$ mile in length. Users will be able to go up the red trail and down the blue trail repeatedly, which offers a rare opportunity on Moscow Mountain for users to work on a specific feature over and over. The 'yellow trail' will be a purposed built technical trail that takes advantage of the steeper slope of the south side of the property. The trail will use natural occurring features to create both challenge and slower descending speeds. This trail will connect into 'Nemesis' on the south side of Moscow Mountain Road. It will be around $\frac{1}{2}$ mile in length. The 'purple trail' will be an uphill trail from 'Nemesis' and will join the 'red trail' near the top of the property. It will be around $\frac{1}{4}$ mile in length. In total around 2 miles of trail are being proposed on the 20 acre property.

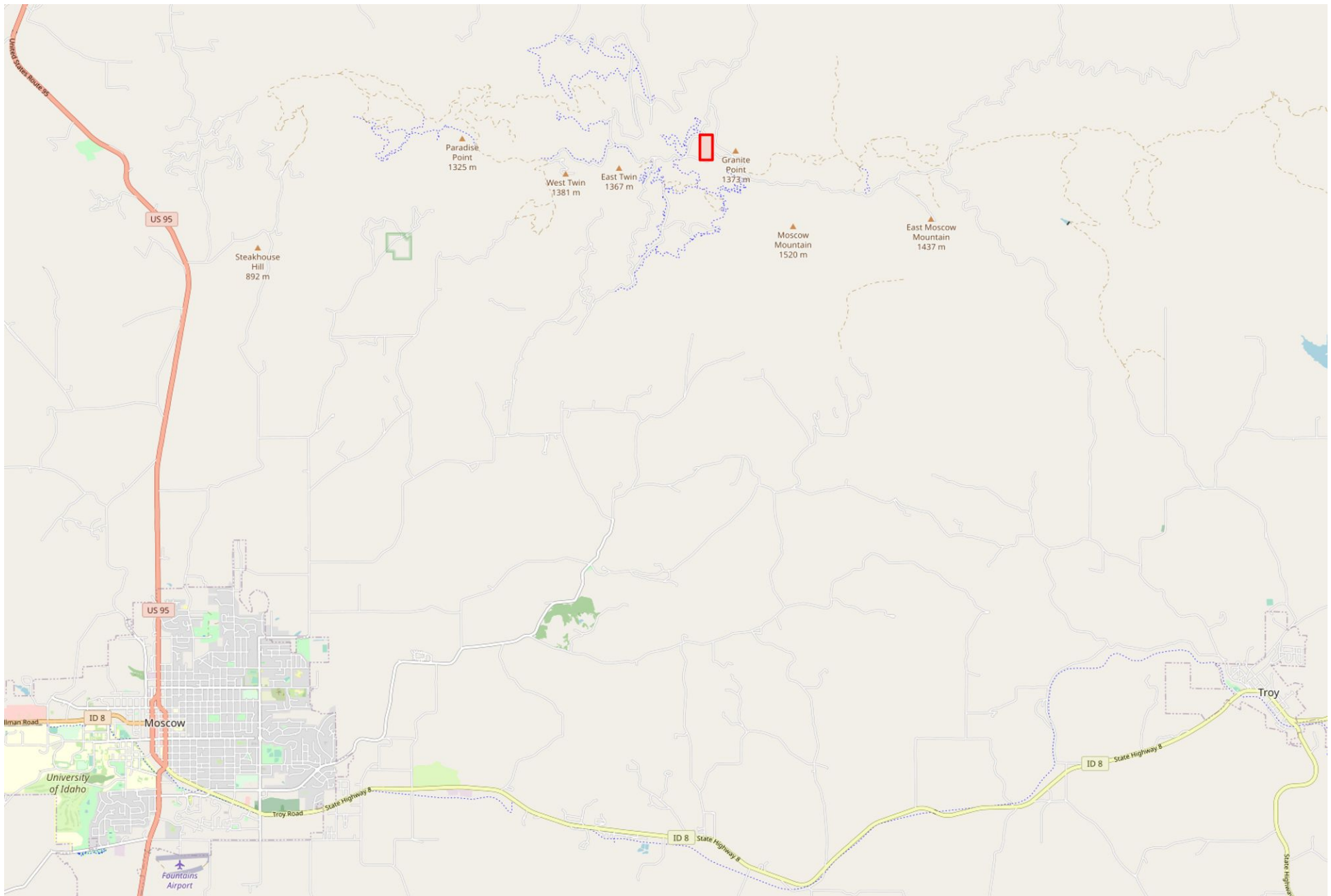
Needs

- Flagging tape
- Pin flags
- Trail counters
- Biorolls for erosion control
- Trail Boss handles
- Trail Boss hoe rake heads
- Prohoe travel tool
- Prohoe 55hr
- Prohoe f55a
- Prohoe firerake
- Backslope tools hard rake
- EVOC trail builder backpack
- Dakine Trail builder backpack
- Stihl harness
- Hedge trimmer
- Brush cutter
- 5 loppers
- 5 pocket boy Silky Saws
- Fire extinguisher
- First aid kit
- Fuel
- Gas cans
- Leather gloves
- Eye protection
- Ear protection
- Wasp spray
- Carsonite signs
- Stickers for signs

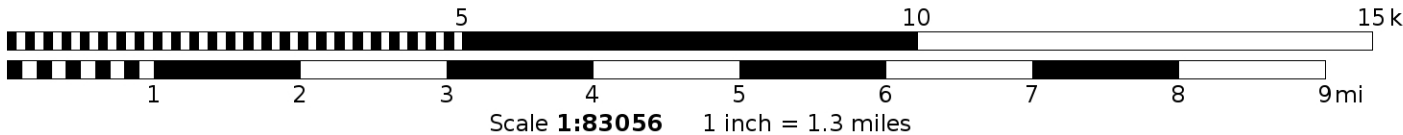


City of Moscow Powell Project Trail Proposal

Developed by Moscow Area Mountain Bike Association
11/2022



Mercator Projection
WGS84
UTM Zone 11T
 CALTOPO



MN
13.8°

Overview

The Moscow Area Mountain Bike Association (MAMBA) proposes the development of several trails on City of Moscow land on Moscow Mountain. These high quality trails will improve trail connectivity in the area, be purpose built for mountain bike and running to increase recreational enjoyment, and increase safety by diverting non-motorized traffic off roads. The proposed trails would include two uphill climbing and one downhill specific flow line and one downhill specific technical line. They will be designed for users to repeat laps to practice technique or connect into the nearby trails, Nemesis to the south or Rock and a Hard Place to the west, for a longer ride. The development of trails will help disperse environmental use, reduce user conflict, and take some of the burden of trails off private property. Over the years, unauthorized trails have been developed on the property. This project will rehabilitate environmentally unsustainable trails with IMBA standard trails which are more sustainable, more enjoyable, and will use natural occurring features to highlight the unique topography of Moscow Mountain.

MAMBA is a local non-profit organization founded in 1997 which develops, maintains and promotes the use of over 60 miles of trails on and around the Moscow Mountain area. More information about MAMBA can be found on mambatrails.org.

History

Located at the top of Moscow Mountain on Moscow Mountain Road, the property is undeveloped and is not managed for recreational purposes. There are currently no future plans for this property. On June 9, 1941, Harry and Nina Powell donated 20 acres for watershed and recreational purposes to the City of Moscow. In 2001, the City of Moscow allowed Bennett Lumber Products to log the 20 acres to enhance the growth and vigor of timber.

Pg 178 of City of Moscow Parks and Recreation Department Historical Guide

Current Status

There are no official trails on this property, however unsanctioned trails have appeared over the years, notably connecting from Nemesis Landing to the nearby Four Corners Parking area. This project will rehabilitate any current trails that are unsustainable and replace them with sustainable purpose-built trails that increase enjoyment over the current trails.

Trail Building Process

MAMBA will use current best trail building practices, as promoted by resources such as Trail Solutions; IMBA's Guide to Building Sweet Single-track. Using modern trail design and construction will promote sustainable trail building techniques. MAMBA will build trails that will have minimal impact on the environment, resist erosion through proper design, construction, and maintenance, and co-exist with the natural environment and blend with the surrounding area. The trails will make the most of what the natural terrain contours present. It's proven in practice and theory, that a well-built trail will keep riders on the trail. If the trail doesn't offer riders the connectivity or experience they are looking for, there is potential for user created pathways and trails, or the use of trails closed to that user group. This is especially the case if connectivity and safety are factors driving users to use non-bike trails for biking. The planned flow trails will maximize the efficiencies afforded by using a bicycle, and will be designed to counteract forces that direct a user off the trail. Insloped corners and cambered tread surfaces, for example, will promote traction, safety, sustainability and enjoyment. Grade reversals for water drainage and sustainable trail grades prevent 'trenching'. The trails will highlight conservation of momentum where the ideal trail avoids "flow killers" such as sharp turns, incongruent features and disjointed climbs and descents. Instead, it utilizes undulations and cambered turns to reward smooth, deliberate riding and maximize forward motions. A flow trail encourages a better understanding of the bicyclist/bicycle interface, allowing riders (and runners) to reach that unique sensation of floating through the landscape. Ideally, there will be a sense of discovery, combined with

a design that maximizes a rider's forward momentum, helps to draw the user forward. The trail is never repetitive or predictable, nor is it "awkward", with a variety and innovation combining to create an intuitive feel. MAMBA will work closely with the Palouse Road Runners to make sure the needs of trail runners are addressed in the building of the trail, including long sightlines and well managed corners. All these different objectives together build an iconic route that users will want to ride and run.

Through newer trail building standards, the additional maintenance of the trails will require less time and money to maintain than older trails on the mountain. MAMBA is committed to the long-term maintenance of this trail.

Estimate build cost

No trail build is free and this trail is no exception. An IDPR grant, City of Moscow funds (help match the IDPR grant), and MAMBA funds (donations from the local mountain biking community) will all help fund this project. The trail would be hand built, by volunteers, saving costs. This project provides a great opportunity for private individuals, non-profits, city government, and state government to come together to support a singular community project. It is our hope that this becomes a model for future endeavors in the area. In total, MAMBA expects around \$10,000 in tool and supply costs. A list of items to be bought is at the end of this proposal.

Timeline

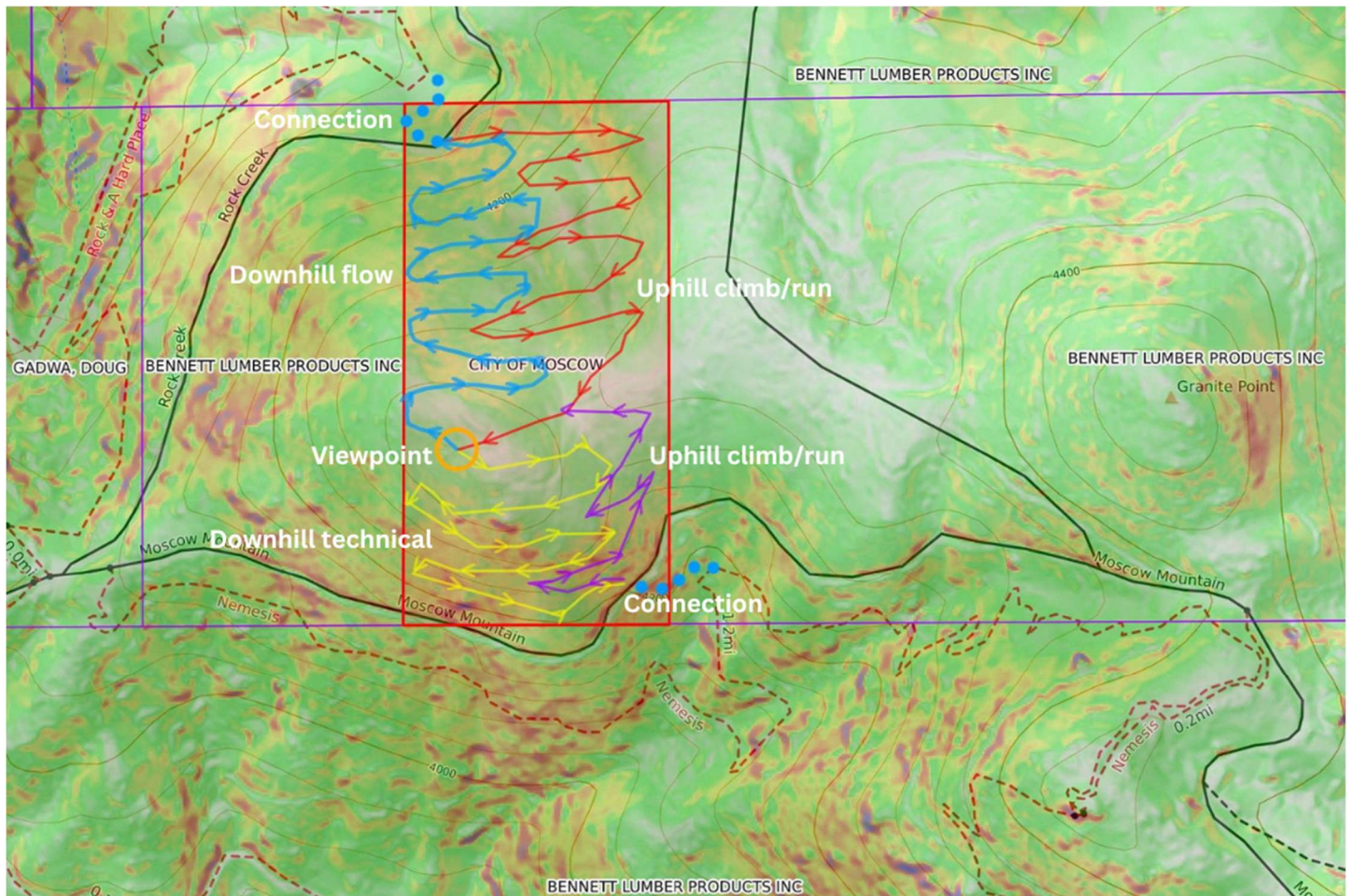
- Writing of trail proposal November 2022
- Parks and Recreation meeting November 2022
- City of Moscow Council meeting December 2022
- Writing IDPR grant January 2023
 - o Soliciting letters of support December 2022
 - o Public announcement of plan December 2022
- IDPR Mountain Bike License Plate grant due January 27, 2023
- Flag trail and walk through with City of Moscow Spring 2023
- Grant proposal decision made June 2023
- Build Trail Spring 2023-Spring 2025
 - o MAMBA estimates around 5 feet per hour of total build time (this includes planning, flagging, walking, corridor cleaning, building, finishing work, etc). Each hour is a singular person. (i.e. if 20 people work 1 hour, they are expected to finish 100 feet of trail on average). A total of 10,560' of proposed trail is 2112 total people hours. Through volunteer labor, MAMBA expects around 1.5 years of trail work.
 - o Overwintering of the trail is ideal before opening so adjustments to the trail can be made
- Grand opening of trail May 2025

Outcome and benefits

In summary, this project would promote the use of authorized trails and discourage user-created trail construction, increase the quality and quantity of outdoor recreational opportunities in the area, appease the desire for advanced mountain bike trails, ease the burden of private property owners in the area, protect the environment by restoring unauthorized created trails to natural habitat, and create an asset owned by the City of Moscow. The trails also added an additional benefit of being small potential fire breaks on the property.

The tourist and local user value should be noted and considered when looking at this project. This project helps to ensure permanent trail access on the top of Moscow Mountain. These trails are an important aspect of local employer recruitment and the long-term health and enjoyment of residents.

Location



Proposed Trails

The above map highlights the proposed trails. The Moscow Mountain Property itself is surrounded by Bennett Lumber Products Inc land but has access points via Rock Creek Road at the northwest corner and Moscow Mountain Road at two locations at the southeast and southwest corners. These corners will be utilized as the primary access points to the proposed trails. The northwest corner will connect into the trail 'Rock and a Hard Place' and the southeast corner will connect into 'Nemesis'. The three proposed trails will converge at the highpoint on the property which includes a viewpoint looking out to the south over the Palouse. The 'red trail' will be purposed built as the uphill climbing route, minimizing technical features and making the climb as sustainable as possible. It will be around $\frac{3}{4}$ mile in length. The 'blue trail' will be a purposed built flow trail that takes advantage of natural features of the topography and modern trail building. The trail will highlight the feeling of 'flow' that runners and bikers get while using a smooth continuous trail. Optional skill building features will be strategically placed throughout the trail. It will be around $\frac{1}{2}$ mile in length. Users will be able to go up the red trail and down the blue trail repeatedly, which offers a rare opportunity on Moscow Mountain for users to work on a specific feature over and over. The 'yellow trail' will be a purposed built technical trail that takes advantage of the steeper slope of the south side of the property. The trail will use natural occurring features to create both challenge and slower descending speeds. This trail will connect into 'Nemesis' on the south side of Moscow Mountain Road. It will be around $\frac{1}{2}$ mile in length. The 'purple trail' will be an uphill trail from 'Nemesis' and will join the 'red trail' near the top of the property. It will be around $\frac{1}{4}$ mile in length. In total around 2 miles of trail are being proposed on the 20 acre property.

Needs

- Flagging tape
- Pin flags
- Trail counters
- Biorolls for erosion control
- Trail Boss handles
- Trail Boss hoe rake heads
- Prohoe travel tool
- Prohoe 55hr
- Prohoe f55a
- Prohoe firerake
- Backslope tools hard rake
- EVOC trail builder backpack
- Dakine Trail builder backpack
- Stihl harness
- Hedge trimmer
- Brush cutter
- 5 loppers
- 5 pocket boy Silky Saws
- Fire extinguisher
- First aid kit
- Fuel
- Gas cans
- Leather gloves
- Eye protection
- Ear protection
- Wasp spray
- Carsonite signs
- Stickers for signs