Moscow City Council

Regular Meeting
~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Tuesday **January 17, 2023**	**7:00 PM**	**Council Chambers** **206 E. Third St.**

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council January 3, 2023 Minutes - Laurie M. Hopkins

B. Approval of Disbursement Report December 2022 - Sarah Banks

Staff presented the December 2022 Accounts Payable Report to the Public Works / Finance Committee on January 9th, 2023. The Committee received the report and approved the disbursements as presented.

ACTION: Accept the Disbursements Report for the month of December 2022.

C. Approval of the First Quarter Financial Report October 1, 2022 to December 31, 2022 for FY2023 - Sarah Banks

Staff presented the financial report for the first quarter of Fiscal Year 2023 (October 1, 2022 to December 31, 2022) to the Public Works/Finance Committee on January 9th, 2023. The Committee received the report.

ACTION: Accept the FY2023 First Quarter Report.

D. Idaho Commission on the Arts Grant Application: Public Programs in the Arts - Megan Cherry

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Public Programs in the Arts (PPA) grant program is intended to provide general operating support for arts organizations in Idaho. These funds will represent off-setting revenue in the production of Arts Department events including Entertainment in the Park and Artwalk. 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. This was reviewed by the Administrative Committee on January 9, 2023 and recommended for approval.

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

E. 2023 Whitcom Emergency Dispatch Services Agreement - James Fry

The City currently contracts with Whitcom for emergency dispatch services. The most recent agreement executed on March 31, 2021, was for two years including the 2021 and 2022 calendar years, and expired on December 31st of last year. On December 19th, 2022, the City received a proposed agreement from Whitcom for the 2023 calendar year. Historically, the cost for dispatch services for the City of Moscow had been calculated to be 21.25% of the annual Whitcom budget based upon call volumes and other considerations, which totaled $607,213.25 for the 2021 calendar year and $712,911.00 for the 2022 calendar year. Over the last year, the Whitcom Finance Committee has been revisiting the cost allocation model and anticipates proposing an updated cost allocation for 2024 and beyond. In the interim, Whitcom is proposing to continue with the prior percentage allocation for the 2023 calendar year which will total $803,263. At the time of the FY2023 budget development, Whitcom had not finalized its annual budget, and as a result, Staff was required to estimate an anticipated future contract amount of $791,500 for FY2023. The updated agreement will result in a slight budget overrun of $11,763 in line item 101-075-642-91 which can be absorbed within the general fund expenses. This was reviewed by the Public Works/Finance Committee on January 9, 2023 and recommended for approval.

ACTION: Approve the proposed emergency dispatch services agreement with Whitcom.

F. Winterfest Alcohol Use Request in Entertainment District - 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 by staff 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. This was reviewed by the Administrative Committee on January 9, 2023 and recommended for approval.

ACTION: Approve 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.

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

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

4. Citizen Commission Report - Historic Preservation Commission - Mike Ray / Nels Reese

5. Appeal of Daycare License (ACTION ITEM) - Cody Riddle / Jubilee School Montessori

Malia Mason, representing The Jubilee School Montessori, is appealing Staff's denial of a childcare license for a facility located at 1410 S. Blaine Street, in the Eastside Marketplace. A review of the application materials confirmed the request did not meet the requirement to provide an outdoor play area adjacent to the facility. After hearing the appeal, Council has the discretion to uphold the denial, or

may direct Staff to issue the license upon a finding of good cause.

PROPOSED ACTIONS: Consider merits of the appeal and uphold denial of the license; or upon a finding of good cause, direct the City Clerk to issue a daycare facility license to Jubilee Montessori School; or take other such action deemed appropriate.

6. **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. This was reviewed by the Administrative Committee on January 9, 2023 and recommended for approval to the full Council.

   PROPOSED ACTIONS: Approve 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 take other action as deemed appropriate.

7. **Lola Clyde Park - Land Water Conservation Fund Grant Request (ACTION ITEM) - Alisa Anderson / David Schott / Nate Suhr**

   City Staff is seeking approval to submit a federal funding request to the Idaho Department of Parks and Recreations (IDPR) for consideration under the Land and Water Conservation Fund for Lola Clyde Park. The project elements will include roadway frontage improvements, parking, and an internal pathway system within the lower area of the park. If approved by IDPR and the Land and Water Conservation Board, the request will then be submitted to the National Park Service for further consideration. This item was reviewed by the Public Works/Finance Committee on January 9, 2023, and recommended for approval.

   PROPOSED ACTIONS: Approve the submittal of a grant request for Lola Clyde Park to the Idaho Department of Parks and Recreation under the Land and Water Conservation Fund in an amount not to exceed $750,000 in federal grant funds, or take other action deemed appropriate.

8. **Sanitation Report - Tim Davis / Tyler Palmer**

REPORTS

City Council

Mayor

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.

Moscow City Council

Regular Meeting
~Minutes~

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Laurie M. Hopkins
City Clerk

208.883.7015

Tuesday **January 3, 2023**	**7:00 PM**	**Council Chambers** **206 E. Third St.**

The meeting was called to order at 7:00 p.m.
PRESENT: Mayor Art Bettge, Sandra Kelly, Maureen Laflin, Hailey Lewis, Julia Parker
ABSENT: Gina Taruscio
STAFF: Bill Belknap, Mia Bautista, Cody Riddle, James Fry, Shaine Gunderson, Ryan Snyder, Josh Thueson, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE
Mayor Bettge led the Pledge of Allegiance.

Mayor Bettge read the Law Enforcement Appreciation Day proclamation and presented it to Chief Fry, Gunderson, Snyder and Thueson.

REGULAR AGENDA

1. Council Organization (ACTION ITEM) - Sandra Kelly, 2022 Council President
Kelly presented the City Council assignments, including Laflin as President; Taruscio as Vice President; Davis, Kelly and Parker serving on the Public Works/Finance Committee; Laflin, Lewis and Taruscio serving on the Administrative Committee. Also listed were the boards, commissions and committees the members will serve on. Laflin moved to accept the City Council assignments. Lewis seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

2. Public Comment and Mayor's Response Period (limit 15 minutes)
Victoria Seever (Moscow) thanked previous Council Member Anne Zabala for her time as a council member. She complimented Drew Davis saying she had absolute confidence in the Mayor's selection of Davis.

Stevie Steely (rural Moscow) said she was informed City staff will present a sanitation report at a future meeting and offered her assistance. She emailed staff and offered information that can be included on the report. She is still working with staff regarding a special increase yet no resolution. Things are more pressing and doesn't know what the next step is if a resolution can't be met.

Dr. Casey Bolt (Pullman) is the new director of Sojourner's Alliance. He is interested in fair and affordable housing and passed out a brief list of impediments that are identified in the state. He would like to know where the city is with action items. He has been in touch with Aimee Hennrich, staff liaison to the FAHC.

3. Approval of Moscow City Council December 19, 2022 Minutes (ACTION ITEM) - Laurie M. Hopkins
Parker moved to approve the minutes of December 19, 2022 as presented. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

DRAFT

4. 2023 City Limits Ordinance (ACTION ITEM) – Cody Riddle

Idaho Code Section 63-215 states that taxing districts that alter their boundaries must prepare and file the legal description and map of the new district boundary within 30 days of the amendment or no later than the tenth day of January of the year following the alteration. The City recently amended the City boundary through the annexations of the Gary Peterson property (1825 N Polk Extension) on January 18th, 2022, and the Edington Estates property on November 7th, 2022. Staff has prepared a new City Limits ordinance which includes the updated legal description and boundary map for the Council's approval and transmission to the State Tax Commission and Latah County Recorder and Assessor offices. This matter has been scheduled for consideration by the Council at the upcoming January 3, 2023 meeting.

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

Riddle introduced the item as written above and explained it . Parker asked for information regarding the locations that are not annexed but within the City limits. Belknap explained when the ballfield property on East Palouse River Drive was annexed into the City, the property owner at that time advocated not be annexed. The property had limited city services and no sanitation sewer. The southeast island was created when the property south of the cemetery was annexed and similarly the property owner requested not to be annexed. City didn't have ability to furnish water and sewer. Kelly moved to approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Laflin seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2023-01 by title:
AN ORDINANCE AMENDING ORDINANCE NO. 2022-01 OF THE CITY OF MOSCOW, IDAHO, ESTABLISHING AND DECLARING IN THIS ORDINANCE CORPORATE LIMITS OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, IN ACCORDANCE WITH THE PROVISIONS OF THE LAWS OF THE STATE OF IDAHO RELATING TO THE ESTABLISHMENT OF THE BOUNDARIES AND THE ANNEXATION OF ADJACENT AND CONTIGUOUS TERRITORY; PROVIDING FOR REPEAL OF ANY OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE AND SAVINGS CLAUSE; AND FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

5. Update on Ragnar the Drug Dog - Ryan Snyder / Shaine Gunderson

Gunderson explained the process for creating a K9 unit. Ragnar came from Amsterdam. He and Snyder attended a 5-week handler training at Vohne Liche Kennels in Indiana. From April to November, there were 19 overdose reports with heroin being five of them. Since August 1st there has been 22 deployments and 12 positive alerts (33 pieces of drug paraphernalia, 30 grams of meth, 10 fentanyl laced pills, 0.5 grams of heroin, 3.4 grams of marijuana). Ragnar is called in on traffic stops if necessary but would not be sniffing on a walk, such as walking downtown. Gunderson said Ragnar takes part the Newbill Kids Safety Fair and red ribbon week which is a drug awareness for parents and students at the high school. He is trained regularly. Snyder does not put Ragnar in dangerous situations but he does carry Narcan on the off chance he needs it.

REPORTS

City Council

Farmers Market Commission – Lewis reported the Commission is rolling out the 2023 FM poster contest.

DRAFT

Mayor
No report.

ADJOURN
It was moved, seconded and mutually agreed upon to adjourn at 7:39 p.m.

_____
Arthur D. Bettge, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

DRAFT

CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 17, 2023

AGENDA ITEM TITLE

Approval of Disbursement Report December 2022 - Sarah Banks

RESPONSIBLE STAFF	REVIEWED BY
Sarah Banks, Finance Director	This was reviewed by the Public Works/Finance Committee on January 9th, 2023 and recommended for approval.

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

DESCRIPTION

Accounts Payable Report for the month ending December 31, 2022. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of $3,711,786.91.

Payroll	$1,724,565.00
Professional Services	$239,690.00
Sanitation	$349,809.00
Capital Outlay	$415,415.00
Capital Outlay - Vehicles	$95,251.00
Capital Outlay - Improvement	$264,441.00
Minor Equipment	$19,979.00
Supplies	$84,963.00
Utilities	$84,055.00
Contractual Payments	$207,703.00
ACH Wells Fargo	$52,141.00
Total	**$3,538,012.00**

STAFF RECOMMENDATION

Accept the Disbursements Report for the month of December 2022.

PROPOSED ACTIONS

ACTION: Accept the Disbursements Report for the month of December 2022.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. December Revenue Report 2022
2. Disbursement Report FY2023 - New

3. Cash & Investments December 2022
4. Major Expenditures Report December 2022

RECEIPTS REPORT FOR DECEMBER 2022

Fund #	FUND NAME	Taxes	Franchise Fees	Licensee & Permits	Intergovernmental	Charges for Services	Fines & Penaltiies	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	460,683.39	112,034.50	21,681.26	0.00	151,130.52	8,534.12	134,781.34	99,145.82	3,179.16	7,340.14	998,510.25
105	STREETS	57,500.71	0.00	0.00	0.00	24,687.21	0.00	0.00	0.00	0.00	0.00	82,187.92
120	RECREATION AND CULTURE	0.00	0.00	225.00	0.00	9,936.33	0.00	0.00	558.11	186.00	0.00	10,905.44
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	6,245.30	0.00	0.00	0.00	0.00	0.00	0.00	6,245.30
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,582.24	0.00	0.00	0.00	0.00	0.00	1,582.24
220	WATER	0.00	0.00	0.00	0.00	480,347.69	0.00	754.25	0.00	0.00	0.00	481,101.94
230	SEWER	0.00	0.00	0.00	0.00	590,214.84	0.00	3,878.68	220.10	0.00	0.00	594,313.62
235	STORMWATER	0.00	0.00	0.00	0.00	48,344.26	0.00	0.00	86.10	0.00	0.00	48,430.36
240	SANITATION	0.00	0.00	0.00	0.00	503,114.22	0.00	0.00	-109.94	0.00	0.00	503,004.28
290	FLEET	0.00	0.00	0.00	0.00	81,987.30	0.00	0.00	0.00	0.00	0.00	81,987.30
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,503.00	0.00	0.00	0.00	0.00	0.00	139,503.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
335	STORMWATER CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	15,382.28	0.00	0.00	0.00	15,382.28
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	1,717.28	0.00	0.00	0.00	1,717.28
590	BOND & INTEREST	69,717.28	0.00	0.00	0.00	0.00	0.00	104.35	0.00	0.00	0.00	69,821.63
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	587,901.38	112,034.50	21,906.26	6,245.30	2,030,847.61	8,534.12	156,618.18	99,900.19	3,365.16	7,340.14	3,034,692.84

DISBURSEMENTS REPORT FOR DECEMBER 2022

	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	PAYROLL	GRAND TOTALS
DATE		12/1/2022	12/8/2022	12/15/2022	12/22/2022	12/29/2022	12/5/2022 12/19/2022	12/15/2022		12/2/2022	12/16/2022	12/30/2022	
BATCH #		AP 12.2.2022	AP 12.9.2022	AP 12.16.2022	AP 12.23.2022	AP 12.30.2022	12/31/2022 AP 12.2.2022 AP 12.16.2022 AP 12.31.2022	AP 12.16.2022		ID57	ID58	ID59	
CHECK #'s		103738 - 103815	103816-103915	103916-103989	103990-104031	104032-104072	December CC ACH's	December ACH's		21553-21554	21555-21556	21557-21558	
Fund #													
101	**GENERAL**	23,932.24	52,327.18	54,042.73	14,671.64	95,625.88	28,925.66			373,228.68	361,817.52	311,261.97	**1,315,833.50**
105	**STREETS**	116.48	22,738.12	1,110.92	1,764.44	51,195.78	212.72			29,424.15	35,539.75	31,121.54	**173,223.90**
120	**RECREATION AND CULTURE**	9,769.45	13,927.11	5,379.36	8,279.06	917.19	6,852.15			55,632.38	61,032.66	48,401.46	**210,190.82**
121	**MSD COMM. PLAY FIELDS**	23.40		18.69	13.58							1,447.17	**1,502.84**
123	**1912 CENTER**	10,750.00	10,750.00										**21,500.00**
128	**TRANSIT CENTER**	1,458.30	1,458.27	157.91	1,045.80								**4,120.28**
220	**WATER**	63,667.91	43,115.08	33,564.07	3,296.31	76,501.00	1,739.52			40,747.27	43,650.42	37,723.73	**344,005.31**
230	**SEWER**	10,701.48	48,947.62	11,055.12	4,042.42	33,683.88	4,640.01	19,083.27		49,311.98	50,451.32	42,345.32	**274,262.42**
235	**STORMWATER**	6,379.01	1,804.83	266.44	295.24	3,252.35	413.23			12,582.15	13,514.58	11,950.29	**50,458.12**
240	**SANITATION**	399.24	112,554.90	629.48	4.91	500.00	115.58	218,660.37		7,278.89	7,475.05	6,399.03	**354,017.45**
290	**FLEET**	25,710.20	34,162.34	11,159.70	96,604.55	3,184.33	1,151.70			11,840.63	13,491.46	11,059.95	**208,364.86**
295	**INFORMATION SYSTEMS**	28,032.36	48,634.42	15,433.48		5,482.76	8,090.10			19,042.69	19,914.00	16,878.81	**161,508.62**
320	**WATER CAPITAL PROJECTS**				351,882.15								**351,882.15**
330	**SEWER CAPITAL PROJECTS**												**0.00**
335	**SANITATION CAPITAL PROJ**												**0.00**
340	**SANITATION CAPITAL PROJ**												**0.00**
350	**CAPITAL PROJECTS**		118,919.51	54,644.06	65,243.67	2,109.40							**240,916.64**
355	**LID CONSTRUCTION**												**0.00**
380	**HAMILTON - PARKS & REC**												**0.00**
590	**BONDS & INTEREST**												**0.00**
	TOTAL	**180,940.07**	**509,339.38**	**187,461.96**	**547,143.77**	**272,452.57**	**52,140.67**	**237,743.64**	**0.00**	**599,088.82**	**606,886.76**	**518,589.27**	**3,711,786.91**

_____ **Julia Parker**

_____ **Sandra Kelly**

_____ **Drew Davis**

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

City of Moscow
Cash and Investments
Balances as of 12/31/2022

Fund		Year to Date Balance
General Fund	$	8,358,310.15
Street Fund	$	1,822,789.25
Culture & Recreation	$	1,312,766.91
MSDCPF	$	181,158.27
1912 Fund	$	47,139.74
Transit Center	$	51,060.01
Water Fund	$	3,133,384.78
Sewer / WRRF	$	3,633,396.50
Stormwater	$	95,714.58
Sanitation Fund	$	3,566,418.07
Fleet Fund	$	6,295,633.92
Information Systems	$	4,866,810.26
Water Capital	$	6,249,898.83
Sewer Capital	$	17,009,798.12
Stormwater Capital	$	479,215.72
Capital Projects	$	7,853,070.50
Sanitation Capital	$	6,894,078.66
LID construction	$	20,151.77
Hamilton	$	785,424.93
Bond & Interest	$	497,984.06
LID Funds	$	35,611.11
Payroll Service	$	1,128,925.05
Total Cash & Investments	**$**	**74,318,741.19**

Major Expenditures for December 2022

Professional Service

Aspect Consulting, LLC October 2022 phase 3 stormwater user fee study professional services	$ 5,831.50
CDW Government, Inc. Netmotion VPN renewal 1 year	$ 4,522.00
Cherle Patricia Poulson Tone and Strectch fall 2022 session September 19- November 4	$ 3,095.00
Viva Cleaning Company Magyar, WRRF and Water operations Interim Custodial Services	$ 3,905.27
Ziply Fiber PRI phone lines and long distance 11/19/22 - 12/18/22	$ 5,169.32
Avista Utilities Avista pole rental	$ 5,441.42
Big Beez, LLC Refund to applicant, not building duplex this year, credited	$ 19,856.76
Big Beez, LLC Refund to applicant, not building duplex this year, credited	$ 19,856.76
Blue Logix, LLC Win911 activation and setup	$ 2,938.50
Blue Logix, LLC Win911 Issues and training - Screen and object development	$ 5,805.00
ESO Solutions, Inc. ER - Fire Package - InspectER App - Level 3 - CAD Integration	$ 4,393.00
Hatfield & Dawson Consulting Eng., LLC Analysis, Assesment and reporting for repeater and voting sites	$ 17,430.33
Phillip R. Stradley Pulled well #6, repair pump and motor	$ 23,620.68
Northern States Security & Investigation, Inc. December 2nd - 9th, 2022 Homicide security for house	$ 6,584.23
Rachel Doniger Communication Services	$ 29,208.00
J-U-B Engineering, Inc. Adopt ISPWC - Task order 3, 5, 7, 8, 10	$ 6,248.12
Northern States Security & Investigation, Inc. December 10th - 16th, 2022 Homicide security for house	$ 6,129.22
Pullman Softball Officials Association Youth Basketball officicals and Adult Basketball officials	$ 6,800.00
A.E Blum Enterprises Work has been completed except $5000.00 for the in-lieu security.	$ 38,721.15
Hach Company Turb, flow, clean plus warranty.	$ 14,304.85
Northern States Security & Investigation, Inc. December 17th- 26th, 2022 Homicide security for house	$ 9,829.00
	$ 239,690.11

Capital Outlay- Improvement

Motley-Motley, Inc. Pay App 1 for N Jackson Street Parking Lot Reconstruction Project	$ 40,140.35
Strom Electric, Inc. Paradise Path - Phase II Lighting	$ 69,872.50
Razz Construction, Inc. Pay App. No. 4 - 6th Street Bridge Over Paradise Creek	$ 44,201.05
Razz Construction, Inc. Pay App. No 5 - 6th Street Bridge Over Paradise Creek	$ 65,243.67
Welch-Comer Engineers Well House 6 Rebid, Construction Phase Services	$ 10,622.90
Consolidated Supply Co. Fire hydrant replacement/raising of bury depth	$ 5,819.78
Consolidated Supply Co. Fire hydrant replacement on Palouse River Drive	$ 3,540.55
M.L Albright & Sons, Inc. Removal of the old White Ave. booster station	$ 25,000.00
	$ 264,440.80

Sanitation

Finley Buttes Landfill Garbage	$ 112,065.06
Latah Sanitation (ACH Payment)	$ 237,743.64
	$ 349,808.70

Supplies

CHS, Inc. Unleaded fuel (6,007 gallons @ $3.69/ea)	$ 22,165.83
Complete Office, LLC Legal Department Office Furniture	$ 5,583.48
Oxarc, Inc. Chlorine and SO2	$ 4,563.22
Superior Floors Shop Flooring	$ 3,156.80
Coleman Oil Co. Diesel fuel (3998 gals @ $3.7089/ea)	$ 14,828.25
Harrington Industrial Plastics, LLC PVC Pipe	$ 2,914.88
Proforce Marketing, Inc. Less lethal munitions for SWAT team	$ 2,793.03
Oxarc, Inc. Chlorine and SO2	$ 5,470.94
Hydro Specialties Company, LLC Radio read ERT's to attach to meters	$ 23,486.83
	$ 84,963.26

Capital Outlay

Consolidated Supply Co. Setters for the Woodbury addition	$ 14,290.07
Consolidated Supply Co. Meter boxes & lids for Ridgeview addition	$ 8,891.66
H.D Fowler Company 12" tapping saddles for Eddington addition	$ 5,471.00
H.D Fowler Company Meter boxes and lids for Eddington addition	$ 25,404.72
Spokane Wilbert Vault Co. vaults for 2" meters on Logos/church addition on Mtn. View	$ 6,538.90
Curry, Inc. Third St Undergrounding - Attempt to find Conduits	$ 4,577.69
Consolidated Supply Co. Services for Ridgeview addition	$ 3,353.34
Strom Electric, Inc. 3rd St Undergrounding - Sign Circuits Archer Photography and Taco Time	$ 3,065.83
Strom Electric, Inc. 3rd St Undergrounding - Pull in circuits and repair conduit	$ 4,287.39
J-U-B Engineering, Inc. Booster Station Phase II - Bid and Construction Management	$ 24,846.75
T M L Construction, Inc. Pay App 1 for Booster Station Phase II Rebid	$ 314,687.50
	$ 415,414.85

Utilities

Avista Utilities November 2022	$ 84,055.23
	$ 84,055.23

Payroll

$ 1,724,564.85

Contractual Payments

Heart of the Arts, Inc. - Nov. & Dec.	$ 21,500.00
Association of Idaho Cities	$ 10,174.00
Civic Plus, Inc.	$ 9,643.31
Humane Society of the Palouse	$ 4,568.00
Moscow Volunteer Fire Department	$ 1,750.00
Infosend, Inc.	$ 3,625.44
Industrial Software Solutions	$ 19,210.00
Moscow Chamber of Commerce, Inc.	$ 5,000.00
Shi International Corp	$ 6,492.80
Health Equity	$ 60,190.00
HRA Veba Trust	$ 61,000.00
Evcar, Inc.	$ 4,549.89
	$ 207,703.44

ACH Wells Fargo

Commercial Card Expense- December 2nd	$ 7,009.34
Commercial Card Expense- December 9th	$ 7,680.31
Commercial Card Expense- December 16th	$ 8,354.15
Commercial Card Expense- December 23rd	$ 9,244.11
Commercial Card Expense- December 31st	$ 19,852.76
	$ 52,140.67

Minor Equipment

Clark Equipment Co. New Flail mower #7-16FM (Parks)	$ 12,844.60
Fred Cole YC and Damon Burton pickleball courts 2 new signs	$ 3,000.00
Hach Company Ball Valve Safety arm	$ 4,134.40
	$ 19,979.00

Capital Outlay- Vehicles

Jess Ford of Pullman New police unit #4-10 with trade-in (vin#1FM5K8AR5FGB51634)	$ 34,285.28
Jess Ford of Pullman New police unit #4-13 with trade-in (vin#1FM5K8AR7FGB51635)	$ 35,809.38
Titan Truck Equipment Plow and Salter for #7-21 (Parks)	$ 25,156.54
	$ 95,251.20

Major Expenditures $ 3,538,012.11 95% of the total expenditures of $3,711,786.91

Large Expenditures

Rachel Doniger Communication Services	$ 29,208.00
A.E Blum Enterprises Work has been completed except $5000.00 for the in-lieu security.	$ 38,721.15
Motley-Motley, Inc. Pay App 1 for N Jackson Street Parking Lot Reconstruction Project	$ 40,140.35
Strom Electric, Inc. Paradise Path - Phase II Lighting	$ 69,872.50
Jess Ford of Pullman New police unit #4-10 with trade-in (vin#1FM5K8AR5FGB51634)	$ 34,285.28
Razz Construction, Inc. Pay App. No. 4 - 6th Street Bridge Over Paradise Creek	$ 44,201.05
Razz Construction, Inc. Pay App. No 5 - 6th Street Bridge Over Paradise Creek	$ 65,243.67
M.L Albright & Sons, Inc. Removal of the old White Ave. booster station	$ 25,000.00
Hydro Specialties Company, LLC Radio read ERT's to attach to meters	$ 23,486.83
Jess Ford of Pullman New police unit #4-13 with trade-in (vin#1FM5K8AR7FGB51635)	$ 35,809.38
H.D Fowler Company Meter boxes and lids for Eddington addition	$ 25,404.72
T M L Construction, Inc. Pay App 1 for Booster Station Phase II Rebid	$ 314,687.50
Health Equity Health Equity HAS Yearly Employee Contribution	$ 60,190.00
HRA Veba Trust VEBA Yearly Contribution for 2023	$ 61,000.00
Titan Truck Equipment Plow and Salter for #7-21 (Parks)	$ 25,156.54
Total:	$ 892,406.97

CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 17, 2023

AGENDA ITEM TITLE

Approval of the First Quarter Financial Report October 1, 2022 to December 31, 2022 for FY2023 - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

Staff presented the first quarter report for Fiscal Year 2023 (October 1, 2022 to December 31, 2022) to the Public Works/Finance Committee on January 9th, 2023.

STAFF RECOMMENDATION

Accept the FY2023 First Quarter Report.

PROPOSED ACTIONS

ACTION: Accept the FY2023 First Quarter Report.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 1st Quarter Financials FY23

City of Moscow

QUARTERLY FINANCIAL REPORT

Budget For Fiscal Year Ending 9/30/2023

SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

	Fund	Original Budget	Final Budget	December-22 YTD	Percent of Year 25% Budget to Actual To Date
101	General Fund Revenues	20,275,998	20,275,998	5,933,761	29.26%
	Salaries & Benefits	10,382,724	10,382,724	2,224,983	21.43%
	Operations	4,688,383	4,688,383	996,756	21.26%
	Capital Outlay	23,865	23,865	15,617	65.44%
	Transfers	5,181,026	5,181,026	1,625,153	31.37%
	Total General Fund Expenditures	20,275,998	20,275,998	4,862,509	23.98%
105	Street Department Revenues	4,236,497	4,236,497	391,113	9.23%
	Salaries & Benefits	939,406	939,406	218,222	23.23%
	Operations	1,398,391	1,398,391	325,249	23.26%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,898,700	1,898,700	626,559	33.00%
	Total Street Fund Expenditures	4,236,497	4,236,497	1,170,031	27.62%
120	Recreation & Culture Revenues	3,751,662	3,751,662	789,503	21.04%
	Salaries & Benefits	2,234,848	2,234,848	371,523	16.62%
	Operations	1,338,864	1,338,864	205,863	15.38%
	Capital Outlay	28,250	28,250	0	0.00%
	Debt Service	0	0	0	0.00%
	Transfers	149,700	149,700	149,700	100.00%
	Total Parks & Rec Expenditures	3,751,662	3,751,662	727,086	19.38%
121	MSD Community Playfields Revenues	304,676	304,676	36,720	12.05%
	Salaries & Benefits	68,392	68,392	10,374	15.17%
	Operations	117,469	117,469	5,734	4.88%
	Transfers	118,815	118,815	35,727	30.07%
	Total MSD Community Playfields	304,676	304,676	51,834	17.01%
123	1912 Center Revenues	159,420	159,420	39,855	25.00%
	Operations	139,500	139,500	33,340	23.90%
	Capital Outlay	19,920	19,920	0	0.00%
	Total 1912 Center Expenditures	159,420	159,420	33,340	20.91%
128	Transit Center Revenues	98,865	98,865	25,333	25.62%
	Operations	23,865	23,865	5,515	23.11%
	Transfers	75,000	75,000	75,000	100.00%
	Total Transit Center Fund	98,865	98,865	80,515	81.44%
220	Water Fund Revenues	7,814,094	7,814,094	1,686,000	21.58%
	Salaries & Benefits	1,522,055	1,522,055	275,787	18.12%
	Operations	2,861,553	2,861,553	400,298	13.99%
	Capital Outlay	130,000	130,000	129,822	99.86%
	Debt Service	268,222	268,222	99,004	36.91%
	Transfers	3,032,264	3,032,264	839,828	27.70%
	Total Water Fund Expenditures	7,814,094	7,814,094	1,744,739	22.33%
230	Sewer Fund Revenues	9,048,413	9,048,413	2,237,835	24.73%
	Salaries & Benefits	1,525,705	1,525,705	310,636	20.36%
	Operations	2,505,302	2,505,302	335,026	13.37%
	Capital Outlay	168,000	168,000	53,075	31.59%
	Debt Service	1,100,981	1,100,981	695,982	63.21%
	Transfers	3,748,425	3,748,425	974,634	26.00%
	Total Sewer Fund Expenditures	9,048,413	9,048,413	2,369,352	26.19%

235	Stormwater Fund Revenues	1,376,719	1,376,719	291,795	21.19%
	Salaries & Benefits	525,731	525,731	84,239	16.02%
	Operations	357,959	357,959	30,379	8.49%
	Capital Outlay	25,000	25,000	0	0.00%
	Debt Service	0	0	0	0.00%
	Transfers	468,029	468,029	180,767	38.62%
	Total Sewer Fund Expenditures	1,376,719	1,376,719	295,385	21.46%
240	Sanitation Fund Revenues	6,537,987	6,537,987	1,667,157	25.50%
	Salaries & Benefits	209,905	209,905	45,703	21.77%
	Operations	5,279,987	5,279,987	863,731	16.36%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,048,095	1,048,095	262,035	25.00%
	Total Sanitation Fund	6,537,987	6,537,987	1,171,469	17.92%
290	Fleet Management Revenues	5,168,274	5,168,274	1,281,522	24.80%
	Salaries & Benefits	351,556	351,556	77,493	22.04%
	Operations	3,635,718	3,635,718	118,776	3.27%
	Capital Outlay	1,181,000	1,181,000	165,426	14.01%
	Debt Service	0	0	0	0.00%
	Transfers	0	0	0	0.00%
	Total Fleet Management Expenditures	5,168,274	5,168,274	361,695	7.00%
295	Information Systems	5,584,613	5,584,613	462,384	8.28%
	Salaries & Benefits	623,469	623,469	115,532	18.53%
	Operations	2,445,910	2,445,910	289,818	11.85%
	Capital Outlay	2,511,234	2,511,234	171,516	6.83%
	Transfers	4,000	4,000	4,000	100.00%
	Total Information Systems Expenditures	5,584,613	5,584,613	580,866	10.40%
	Revenue for Miscellaneous Funds				
320	Water Construction Fund	10,610,214	10,610,214	1,312,438	12.37%
330	Sewer Construction Fund	17,691,255	17,691,255	520,990	2.94%
335	Stormwater Capital Fund	598,429	598,429	431,014	72.02%
340	Sanitation Construciton Fund	7,198,083	7,198,083	19,593	0.27%
350	Capital Projects Fund	7,592,559	7,592,559	869,768	11.46%
355	LID Construction Fund	26,975	26,975	66	0.24%
380	Hamilton P & R	32,000	32,000	3,318	10.37%
590	Bond & Interest Debt Service Fund	1,046,920	1,046,920	81,027	7.74%
595	LID Bonded Debt Service Fund	35,611	35,611	0	0.00%
	Total Miscellaneous Fund Revenue	44,832,046	44,832,046	3,238,213	7.22%
	Expenses for Miscellaneous Funds				
320	Water Construction Fund	10,610,214	10,610,214	407,013	3.84%
330	Sewer Construction Fund	17,691,255	17,691,255	1,434	0.01%
335	Stormwater Capital Fund	598,429	598,429	0	0.00%
340	Sanitation Construciton Fund	7,198,083	7,198,083	0	0.00%
350	Capital Projects Fund	7,592,559	7,592,559	537,655	7.08%
355	LID Construction Fund	26,975	26,975	6,752	25.03%
380	Hamilton P & R	32,000	32,000	8,006	25.02%
590	Bond & Interest Debt Service Fund	1,046,920	1,046,920	500	0.05%
595	LID Bonded Debt Service Fund	35,611	35,611	0	0.00%
	Total Miscellaneous Fund Expenses	44,832,046	44,832,046	961,361	2.14%
	Total City Revenue (1)	109,189,264	109,189,264	18,081,191	16.56%
	Total City Expenses	109,189,264	109,189,264	14,410,181	13.20%

Note: Citizens are invited to inspect the detailed supporting records of the above financial statements.
(1) Revenues do not include beginning fund balance as a resource available in this report

CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 17, 2023

AGENDA ITEM TITLE

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

RESPONSIBLE STAFF	REVIEWED BY
Megan Cherry, Arts Program Manager	Administrative Committee; City Supervisor; Grants Manager

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

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. This was reviewed by the Administrative Committee on January 9, 2023 and recommended for approval.

STAFF RECOMMENDATION

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

PROPOSED ACTIONS

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

FISCAL IMPACT

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.

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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

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

WebGrants - Arts Idaho

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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 $0.00

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

Return to Top

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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 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

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CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 17, 2023

AGENDA ITEM TITLE

2023 Whitcom Emergency Dispatch Services Agreement - James Fry

RESPONSIBLE STAFF	REVIEWED BY
James Fry, Police Chief	This was reviewed by the Public Works/Finance Committee on January 9, 2023 and recommended for approval.
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

DESCRIPTION

The City currently contracts with Whitcom for emergency dispatch services. The most recent agreement executed on March 31, 2021, was for two years including the 2021 and 2022 calendar years, and expired on December 31st of last year. On December 19th, 2022, the City received a proposed agreement from Whitcom for the 2023 calendar year.

Historically, the cost for dispatch services for the City of Moscow had been calculated to be 21.25% of the annual Whitcom budget based upon call volumes and other considerations which totaled $607,213.25 for the 2021 calendar year and $712,911.00 for the 2022 calendar year. Over the last year, the Whitcom Finance Committee has been revisiting the cost allocation model and anticipates proposing an updated cost allocation for 2024 and beyond. In the interim, Whitcom is proposing to continue with the prior percentage allocation for the 2023 calendar year which will total $803,263. At the time of the FY2023 budget development, Whitcom had not finalized its annual budget, and as a result, Staff was required to estimate an anticipated future contract amount of $791,500 for FY2023. The updated agreement will result in a slight budget overrun of $11,763 in line item 101-075-642-91 which can be absorbed within the general fund expenses.

STAFF RECOMMENDATION

Approve the proposed emergency dispatch services agreement with Whitcom.

PROPOSED ACTIONS

ACTION: Approve the proposed emergency dispatch services agreement with Whitcom.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. MoscowWhitcomAgreement2023_draft_clean

AGREEMENT FOR E911 SERVICES AND COMPLETE DISPATCH SERVICES

This Agreement for Enhanced 911 (E911) Services and Complete Dispatch Services (hereinafter referred to as "Agreement"), is made and entered into by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter referred to as "CITY"), and WHITCOM, an agency established through the cooperation of Washington State political entities consisting of County of Whitman, City of Pullman, Washington, and Washington State University, acting through Enhanced 911 Inter-Local Agreement pursuant to the Inter-Local Cooperation Act, Chapter 39.34 Revised Code of Washington, 2325 Hopkins Court, Pullman, Washington, 99163 (hereinafter referred to as "WHITCOM").

W I T N E S S E T H:

WHEREAS, in 2004, CITY and WHITCOM entered into an agreement for E911 services and complete dispatch services; and

WHEREAS, in 2006, CITY and WHITCOM entered into an agreement replacing the 2004 Agreement to continue to provide services through December 31, 2009; and

WHEREAS, in 2009, CITY and WHITCOM entered into an agreement replacing the 2006 Agreement to continue to provide services through December 31, 2015; and

WHEREAS, in 2015, CITY and WHITCOM entered into an agreement replacing the 2009 Agreement to continue to provide services through December 31, 2020; and

WHEREAS, in 2020, CITY and WHITCOM entered into an agreement replacing the 2015 Agreement to continue to provide services through December 31, 2022.

WHEREAS, CITY has determined that the best and most efficient use of its current resources is to continue to contract with WHITCOM for WHITCOM's provision of E911 services and complete dispatch services; and

WHEREAS, WHITCOM has agreed to continue to provide such services to CITY as are stated herein; and

WHEREAS, WHITCOM has agreed to provide a certain minimum level of service for an amount certain throughout the term of this Agreement; and

WHEREAS, CITY and WHITCOM believe that it is in their mutual best interest to establish a working relationship for the term of this Agreement; and

WHEREAS, it is desired of City Council to enter into this Agreement with WHITCOM; and

WHEREAS, it is the desire of WHITCOM entities to enter into this Agreement;

NOW THEREFORE, Parties agree as follows:

SECTION 1. Intent and Term

This Agreement memorializes the Parties' intent (a) that CITY will continue to utilize WHITCOM's E911 services and complete dispatching services through December 31, 2023 in conformance with the terms of this Agreement.

It is specifically the intention of both Parties not to create an interlocal cooperation agreement or a joint powers agreement with this current Agreement at this time.

SECTION 2. Description of Services to be Provided

WHITCOM agrees to provide E911 services and complete public safety dispatching services through the term of this Agreement. Dispatching services provided by WHITCOM shall include the following:

A. The answering of business and 911 telephone lines for fire, police and emergency medical services requests;
B. Emergency and routine radio communications with police, fire and EMS emergency providers;
C. Communications between providers and other resources relating to their function;
D. After-hour emergency public works requests; and
E. Limited technical training, trouble shooting, and support to CITY Information System (IS) personnel as it applies to devices accessing WHITCOM applications and services;

For the purpose of performing the above-mentioned functions, WHITCOM shall furnish and supply all necessary personnel, supervision, administration, equipment and supplies to maintain the level of E911 services and complete dispatch services equal to services provided to other WHITCOM parties.

If WHITCOM Information Technology (IT) personnel provide assistance to CITY Information Services (IS), CITY IS must be prepared and ready for upgrades. Any unforeseen or out of the ordinary costs will be negotiated, in good faith.

SECTION 3. Responsibility

WHITCOM shall have full responsibility for the provision of E911 services and complete dispatch services as described hereinabove. In addition, the WHITCOM Executive Board shall be responsible for administration and oversight of dispatch services, hiring an Executive Director, setting standards of performance and training and disciplining employees, as well as any other matters incident to the control of personnel and performance of services under this Agreement. CITY shall have one voting member position on the WHITCOM Executive Board.

SECTION 4. Consideration

It is agreed that CITY's compensation to Whitcom for services (user fees) shall be based upon twenty-one and a quarter percent (21.25%) of the annual WHITCOM E911 budget as adopted by the Whitcom Executive Board. This agreed upon percentage includes credit for all in-kind services provided by each agency in support of Whitcom E911 operations.

During the term of this Agreement, utilizing the above percentage calculation, CITY shall compensate Whitcom for services provided as follows:

For the period of January 1, 2023 through December 31, 2023, CITY shall pay to WHITCOM the total amount of Eight Hundred Three Thousand, Two Hundred Sixty-Three dollars ($803,263).

CITY shall make such payments in four quarterly installments and shall remit payment to WHITCOM no later than thirty (30) days from receipt of invoice.

User fees, will be established by dividing the total WHITCOM E911 budget by the agreed upon percentage minus all pass-through money credited to each agency. Unanticipated revenue will be credited to WHITCOM entities at the same percentage as their user fees unless the revenue is specifically tied to one of the entities such as a grant. In the event an entity receives a grant, the entire grant amount will be credited to the entity that obtained the grant.

If this Agreement is terminated prior to the expiration of the term of this Agreement pursuant to Section 22, payment shall be pro-rated by written agreement between the Parties.

There shall be no additional compensation for activities, events or occurrences except by written amendment to this Agreement.

SECTION 5. Expenditures of Funds Under this Agreement

WHITCOM agrees to utilize any and all payments made to WHITCOM pursuant to this Agreement only.

SECTION 6. Equipment

CITY and WHITCOM agree that WHITCOM shall operate on CITY's radio frequencies in order to enhance level of services to CITY and in order to provide an increased level of safety for employees of both Parties. WHITCOM agrees to pay for recurring telephone line and database charges. WHITCOM agrees to furnish such items without costs additional to that set out in Attachment A.

CITY agrees to furnish and to pay for installation of equipment necessary to communicate with its police facilities, fire stations, Public Works departments, and citizens requesting assistance; and any costs incurred as a result of expanding WHITCOM's telephone system to accommodate increased CITY call volume. This includes the Spillman State Link and Spillman connectivity consistent with the purposes of this Agreement.

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SECTION 7. Insurance

Each Party warrants that it shall obtain, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The amounts of such insurance shall not be deemed a limitation of the indemnity and hold free and harmless covenant contained in Section 8 herein.

WHITCOM shall furnish CITY with policies or certificates of insurance to demonstrate WHITCOM has procured such insurance and that CITY has been named as an additional insured therein. Such policies or certificates shall contain the following provision:

> "It is agreed that City is added as an additional insured under this Policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to City under any other third-party liability policy. It is further agreed that the 'other insurance' condition of this policy is amended to conform therewith."

Such policies or certificates of insurance shall contain the covenant of the insurance carrier that thirty (30) days' written notice shall be given to CITY prior to modifications, cancellations, or reduction in coverage of such insurance.

SECTION 8. Limitation of Liability

CITY hereby covenants and agrees to hold and save WHITCOM (including its political entities) and all of its officers, agents, and employees harmless from all claims whatsoever that may arise against WHITCOM (including its political entities), its officers, agents, or employees and, in the case of WSU, its Regents, as a result of the performance of duties performed by CITY under the terms of this Agreement. By so doing, CITY, its officers, agents, and employees shall not be deemed to have assumed any liability for the independent acts of WHITCOM or of any officer, agent, or employee thereof, and WHITCOM hereby covenants and agrees to hold and save CITY, all of its officers, agents, and employees harmless from all claims whatsoever that may arise against CITY, its officers, agents, or employees, by reason of any independent act of WHITCOM, its officers, agents, and employees.

SECTION 9. Information

CITY shall provide WHITCOM with:

A. an updated map of City with addresses;

B. a twenty-four (24) hour emergency telephone number list for on-call CITY personnel;

C. a list of fire hydrant locations;

D. emergency contact information on essential CITY employees including volunteer fire personnel, and any other pertinent information deemed necessary to effectively perform dispatching duties. Whenever CITY is made aware of additional information or a change in current information, CITY shall reduce this information to writing and deliver it by hand delivery, inter-agency mail, regular mail, or any other reasonable means of delivery to

WHITCOM within a reasonable amount of time after City has been made aware of such change.

Although CITY does not maintain a list of apartment and business emergency contact numbers, or building or development site information, CITY, upon request from WHITCOM, will assist WHITCOM in obtaining such information.

SECTION 10. Use of Idaho Law Enforcement Telecommunications System (ILETS)

CITY shall be responsible for maintaining the ILETS System for use by WHITCOM in providing services contemplated by this Agreement including, but not limited to, any payments, licenses, permissions, protocol and the like.

SECTION 11. Records

Records generated and/or related to services provided by WHITCOM to CITY under this Agreement shall comply with relevant requirements of the Revised Washington Code and the Idaho Code, respectively. WHITCOM and CITY shall retain such records in accordance with applicable law and shall produce such records pursuant to requests for records in accordance with applicable law. WHITCOM and CITY shall make records (except for those protected by privilege or otherwise under applicable law) available to the other upon reasonable notice during business hours.

CITY shall have unlimited, around-the-clock (twenty-four (24) hours) access to its ILETS System records at all times during the term of this Agreement.

SECTION 12. No Waiver of E911 Service Area Jurisdiction

It is specifically the intention of CITY and WHITCOM that CITY retains all rights, privileges, authority, jurisdiction and entitlement to CITY's established E911 service area, as defined in Idaho Code. In addition, nothing in this Agreement shall be construed by either party or by others to in any way alter CITY's 1990 decision in Ordinance No. 90-16 to provide E911 services and dispatch services to citizens of Moscow, Idaho pursuant to Idaho Code Title 31, Chapter 48.

SECTION 13. Non-Appropriation Clause

In recognizing that each Party to this Agreement can only receive budget approval for one (1) fiscal year at a time, non-appropriation will be a legitimate reason for release from this Agreement provided:

A. Thirty (30) days' written notice is given to the other Party; and

B. No other funds are appropriated for the same fiscal period that would provide essentially the same or similar service as outlined in this Agreement.

SECTION 14. Compliance with Laws

WHITCOM agrees that it shall conduct its operations pursuant to this Agreement in conformance with all applicable laws, ordinances and regulations of all governmental and regulatory agencies having jurisdiction. WHITCOM shall undertake a continuing program of monitoring to ensure

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compliance with all applicable Federal, State, County and municipal laws and regulations as well as directions of the WHITCOM board to ensure safe and efficient operations and to administer funds paid to WHITCOM by CITY in accordance with this Agreement. WHITCOM further agrees to utilize any and all payments made to WHITCOM pursuant to this Agreement only in a manner consistent with Idaho Code Title 31, Chapter 48.

SECTION 15. Non-Discrimination

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

SECTION 16. Independent Contractor

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

SECTION 17. Venue and Legal Fees

This Agreement shall be construed as having been made and delivered within the State of Washington, and it shall be mutually understood and agreed by each Party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Whitman County, Washington.

As a further condition of this Agreement, the Parties acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each Party. The Parties expressly agree that any uncertainty or ambiguity existing therein shall not be construed against either Party.

SECTION 18. Rights Not Assignable

Parties shall not assign any rights or duties under this Agreement to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.

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SECTION 19. Severability

In the event any provision of this Agreement or any part thereof shall be determined by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions, or parts thereof, shall remain in full force and effect, being in no way affected, impaired or invalidated. The remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part thereof.

SECTION 20. Complete Agreement

This Agreement constitutes the entire expression of intent and/or agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.

SECTION 21. Amendments

The terms of this Agreement may be amended by mutual agreement of the Parties. The Party seeking an amendment shall submit a written request for amendment to the other Party. The request shall clearly describe the proposed change and why the change is necessary. The responding Party shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within forty-five (45) days from receipt of the request. The responding Party may approve, deny, or suggest modifications to the amendment. Any amendment shall be in writing, shall refer specifically to this Agreement, and shall be executed by both Parties.

SECTION 22. Notice

Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail addressed to the Parties as follows:

CITY	WHITCOM
City Clerk	WHITCOM Director
City of Moscow	WHITCOM 911
P O Box 9203	2325 Hopkins Court
Moscow, ID 83843	Pullman, WA 99163

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IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals as of the date and year hereinbelow written.

WHITCOM

This _____ day of _____, 2023

_____
Whitcom Board Chair

_____
Whitcom Vice Chair

CITY OF MOSCOW, IDAHO

This _____ day of _____, 2023

_____
Arthur D. Bettge, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

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CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 17, 2023

AGENDA ITEM TITLE

Winterfest Alcohol Use Request in Entertainment District - Amanda Argona

RESPONSIBLE STAFF	REVIEWED BY
Amanda Argona, Community Events Manager	This was reviewed by the Administrative Committee on January 9, 2023 and recommended for approval.

ADDITIONAL PRESENTER(S)	OTHER RESOURCES
Bill Belknap, City Supervisor	

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

Approve 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

ACTION: Approve 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.

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 be 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

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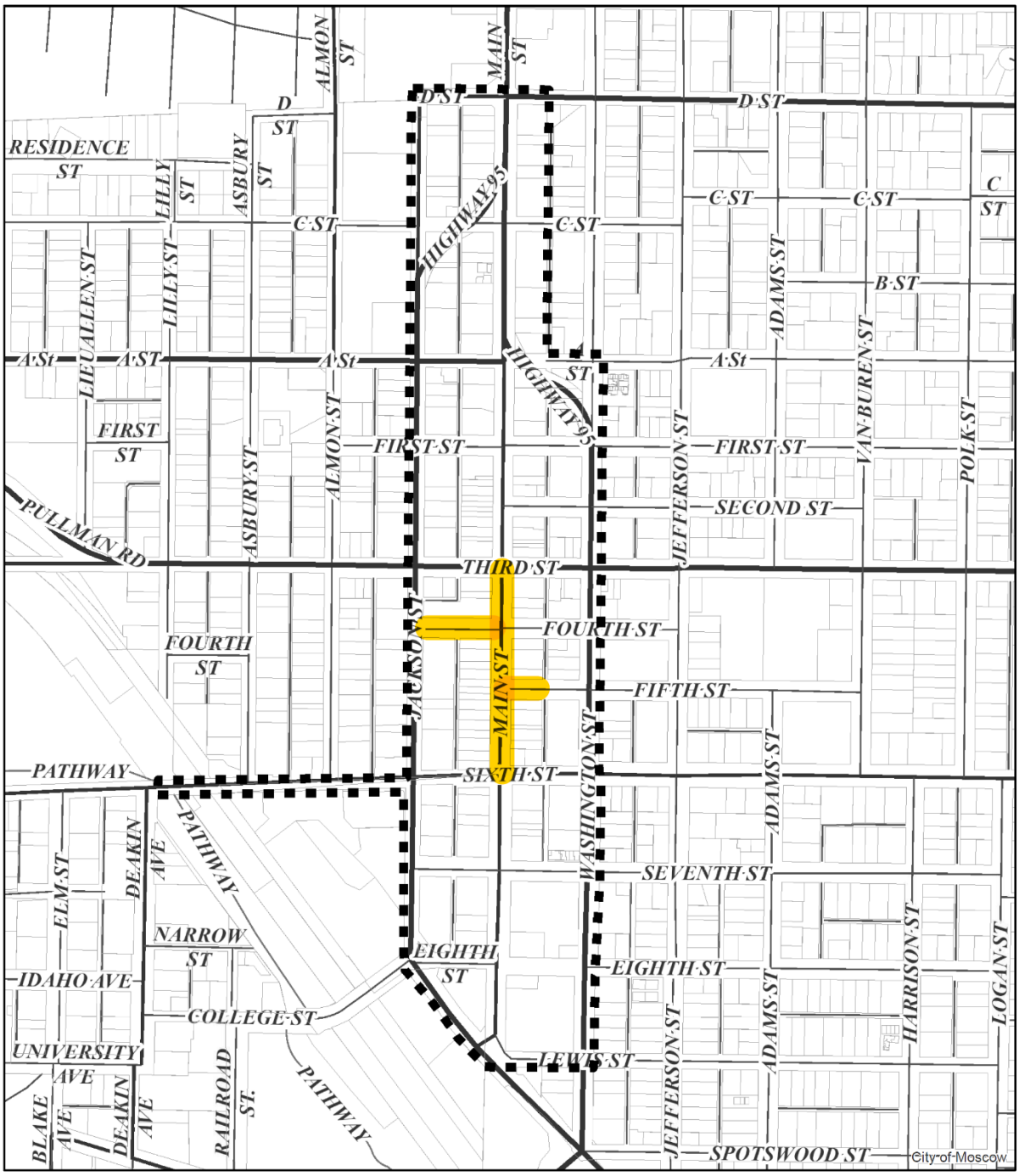
Attachment A

Exhibit 'A' - Entertainment District Boundary



Legend

Entertainment District Boundary

N

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 ☐

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 thorughout the event.

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

We will also have recycling bins placed thorughout 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.

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.).

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)

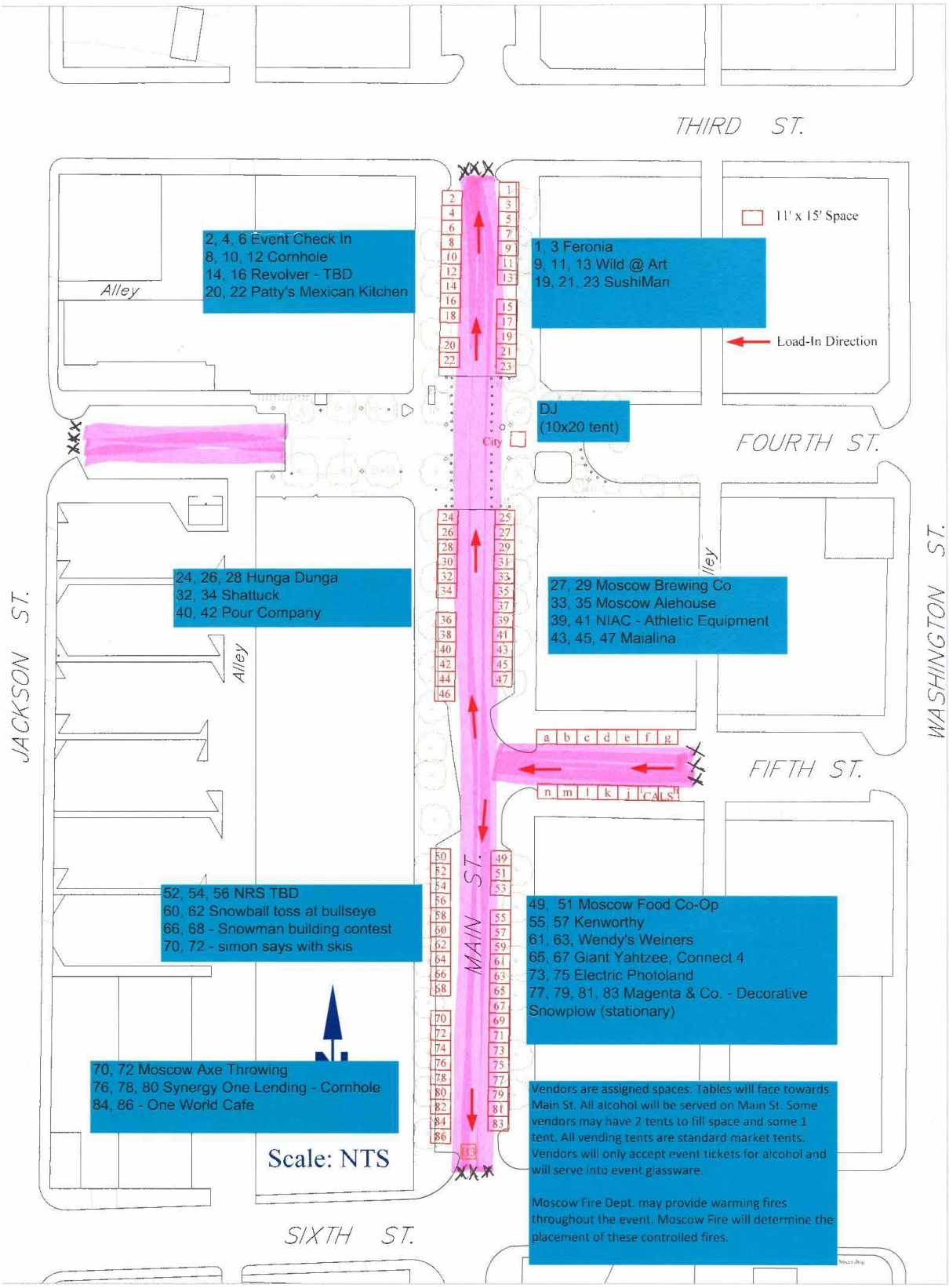
The information on this form is Public Record and may be posted to a public website.
Moscow City Code Title 10, Chapter 17 is available from the City Clerk at PO Box 9203, Moscow, ID, 83843, or on the City's web page at https://www.ci.moscow.id.us/393/City-Code.

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: 12/2/2022	Fees Due: $298 (permit, closure, and alcohol)	Fees Paid: _____

2023 Moscow Winterfest Proposed Layout



MOSCOW
Winterfest

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 FAX (A/C, No): (208) 743-3542
E-MAIL ADDRESS: amtroy@troyins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Insurance Group	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Moscow Chamber of Commerce
411 South Main St
Moscow ID 83843

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] 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	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
							Liquor Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			NBP1563070	01/30/2023	01/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$ Included in CGL
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CUP1567801	01/30/2023	01/30/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] 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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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 -08'00' 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 Smith (James Smith (Dec 12, 2022 10:00 PST))

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 — **EVENT(S) APPROVED/DENIED**

James Fry Jr
James Fry Jr (Dec 14, 2022 15:00 PST)

Moscow Police Department — Approve ● Deny ○

Officer presence required? Yes ○ No ○ N/A ●

Officers available? Yes ○ No ○ N/A ●

Dan Ellinwood
Dan Ellinwood (Dec 13, 2022 14:59 PST)

Moscow Volunteer Fire Department — Approve ● Deny ○

David R. Schott
David R. Schott (Dec 13, 2022 14:34 PST)

Parks and Recreation Department — Approve ● Deny ○

Kyle Rainer
Kyle Rainer (Dec 14, 2022 09:07 PST)

Community Development-Engineering Division — Approve ● Deny ○

Public Works-Environmental Services Division — Approve ● Deny ○

Steve Schulte
Steve Schulte (Dec 14, 2022 08:18 PST)

Public Works-Streets Department — Approve ● Deny ○

Street closure required? Yes ● No ○ N/A ○

ITD permit 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)

Fees? 158.00

Daytime ○ Nightime ●

Laura Perrigo (Dec 14, 2022 15:40 PST)

City Clerk/Deputy City Clerk

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 Date: 2022.12.15 15:07:07 -08'00' 12/15/2022

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 NAMEDBELOW 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 PER URY PURSUANT TO THE LAWSOF 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*

CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 17, 2023

AGENDA ITEM TITLE

Appeal of Daycare License (ACTION ITEM) - Cody Riddle / Jubilee School Montessori

RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

On December 5, 2022, Malia Mason, representing The Jubilee School Montessori, applied for a license to operate a daycare located at 1410 S. Blaine Street, in the Eastside Marketplace. A review of the application materials confirmed the request did not meet the requirements of Moscow City Code (MCC) Title 9, Chapter 10, Section 10-19.A.2.a which states: "Every licensed Day Care Facility shall also provide: Open space for outdoor play. A minimum of one hundred (100) square feet per child is required. This area shall be adjacent to the Day Care Facility and shall provide a safe play area that can be easily maintained and is accessible for use by children."

The applicant's proposal does not include any outdoor play area, and as a result, the application was denied by staff on December 20, 2022. Pursuant to MCC Title 9, Chapter 10, Section 10-15, the applicant filed an appeal of the denial to City Council. The applicant's justification for the appeal focuses on the specific operating characteristics of the facility, where they offer both education services and childcare. They are proposing to care for no more than ten children, between the ages of three and five, at any given time. The proposed hours of operation, for the younger children, are limited to between 8:30am and 12:00pm daily, and no outdoor activities are programmed. The facility also provides care for up to 20 children between the ages of 4 and 6. It is unclear how programming for this age group is managed. An unfenced play area is located behind the facility, and the applicant has also indicated the potential to share a fenced play area in front of the building. This arrangement has not been formalized.

After hearing the appeal, Council has the discretion to uphold the denial, or may direct Staff to issue the license upon a finding of good cause.

STAFF RECOMMENDATION

No recommendation

PROPOSED ACTIONS

PROPOSED ACTIONS: Consider merits of the appeal and uphold denial of the license; or upon a finding of good cause, direct the City Clerk to issue a daycare facility license to Jubilee Montessori School; or take other such action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Title 9 Chapter 10 Moscow City Code

2. Appeal Letter
3. Appeal Hearing Notification Letter
4. License Denial Letter
5. Daycare License Application
6. Aerial Photo
7. Existing Play Area

Chapter 10

MOSCOW DAY CARE ORDINANCE

Sec. 10-1: Short Title
Sec. 10-2: Purpose
Sec. 10-3: Definitions
Sec. 10-4: License Required
Sec. 10-5: Application Required
Sec. 10-6: [Repealed]
Sec. 10-7: Investigation. Background Check Required
Sec. 10-8: Denial, Suspension, Revocation of License
Sec. 10-9: Issuance of License
Sec. 10-10: Fee
Sec. 10-11: Day Care Facility License Renewal
Sec. 10-12: Day Care Provider License Renewal
Sec. 10-13. License Revocation and Duty to Notify of Ineligibility
Sec. 10-14: Notice
Sec. 10-15: Appeals
Sec. 10-16: Insurance and Liability; Prepayment
Sec. 10-17: Health Requirements
Sec. 10-18: Inspection
Sec. 10-19: Standards
Sec. 10-20: Child-Staff Ratios
Sec. 10-21: No City Liability Created
Sec. 10-22: Penalties and Additional Fees

Sec. 10-1. Short Title.

This Chapter shall be known as the Moscow Day Care Ordinance.
(Ord. 2010-05, 03/01/2010)

Sec. 10-2. Purpose.

It is hereby declared to be the purpose of this Ordinance to establish a minimum City-wide system for the protection of children receiving Day Care services. This system is intended to establish minimum standards while still leaving primary responsibility for evaluation and selection of Day Care services with parents. Every Day Care Facility, as defined by this Chapter, is required to become licensed. An additional purpose of this Ordinance is to exercise the authority granted to the City to adopt an ordinance for regulation and/or licensing of Day Care services at least as stringent as the requirements of the basic Day Care license in Idaho Code Title 39, Chapter 11. The City hereby exercises the authority granted by the State to the City to require a limited criminal history background check at least as extensive as that required by Idaho Code Title 39, Chapter 11 and to establish procedures for issuing licenses to Day Care Facilities which shall be maintained and operated in conformity with the standard authorized in this Chapter. Nothing in this Chapter shall be construed to limit or restrict the teaching of religious doctrines, values, or tenets in a Facility licensed under the provisions of this Chapter.
(Ord. 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2022-08, 09/19/2022)

Sec. 10-3. Definitions.

For the purposes of this Chapter, the following terms, phrases, words and derivations shall have the meaning given herein. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

A. *Applicant*. A Person who submits to the City an application for a license or the renewal of a license to provide, conduct, operate, maintain, or be employed at a Day Care Facility under this Chapter.
B. *Child*. A person less than thirteen (13) years of age, including an individual who is related by blood, adoption or who is otherwise the charge of any individual providing Day Care. The age of a child shall be determined by their date of birth.
C. *Day Care*. Care and supervision provided for compensation during part of a twenty-four (24) hour day, for a child or children not related by blood, marriage or legal guardianship to the person or persons providing the care, in a place other than the child's or children's own home or homes.

D. *Day Care Facility.* A place or facility providing daycare services for compensation to five (5) or more children not related to the provider. The definition of Day Care Facility shall not include:

1. Any institution, school or facility licensed by, operated by or under the direction of the State of Idaho by any agency or political subdivision of the State of Idaho or by any other public body or public entity.

2. Any medical or hospital facility operated pursuant to license issued by the State of Idaho.

3. Any day camp, summer camp, sports camp, or similar program designed primarily for children to attend, as long as such camp or program does not exceed a total of twelve (12) weeks during a calendar year or not more often than once a week.

4. The occasional care of a neighbor's, relative's, or friend's child or children by a person not ordinarily in the business of providing Day Care.

5. The operation of a private school, religious school, or religious kindergarten for educational purposes for children five (5) years of age and older.

6. The provision of Day Care exclusively for children of parents who are simultaneously in the same building as such children.

7. The provision of care for children of a family within the second degree of relationship.

E. There shall be four classifications of Day Care Facility:

1. *Family Day Care Facility.* A Day Care Facility providing Day Care for five (5) or fewer children;

2. *Group Day Care Facility*. A Day Care Facility providing Day Care for six (6) to twelve (12) children;

3. *Small Day Care Facility*: A Day Care Facility providing Day Care for thirteen (13) to twenty (20) children; and

4. *Large Day Care Facility.* A Day Care Facility providing Day Care for twenty-one (21) or more children.

F. *Day Care Poster.* An informational sign provided by the City for prominent display in every licensed Day Care Facility.

G. *Director.* An adult who has primary responsibility for the day-to-day operations and/or management of a Day Care Facility.

H. *Employee*. Any person working for compensation in a facility that provides day care.

I. *Licensee.* A Person who holds a current and valid license issued by the City for operation of a Day Care Facility.

J. *Owner.* Any Person with a financial or proprietary interest of any kind in a Day Care Facility.

K. *Person*. Any individual, group of individuals, association, firm, partnership or corporation.

L. *Premises.* A structure, facility, yard, play area, or any part of a structure, facility, yard, or play area where any Day Care is provided.

M. *Provider*. A person who meets the qualifications contained in this chapter to provide unsupervised care of children at an approved Day Care Facility.

N. *Ratio*. The number of Staff required to supervise a certain number of children.

O. *Related.* A niece, nephew, first generation cousin, grandchild, brother, sister, half-brother, half-sister, step-brother, step-sister, son, daughter, step-son, step-daughter, who is related either by blood, adoption, or marriage to the Day Care provider or pursuant to a legal guardianship.

P. *Regularly on the Premises.* Individuals thirteen (13) years of age or older who are on the premise of a Day Care Facility and have access to the children for twelve (12) hours or more in any one (1) month period.

Q. *School Age*. All persons resident of the state, between the ages of five (5) and twenty-one (21) years. The age of five (5) years shall be attained when the fifth anniversary of birth occurs on or before the first day of September of the school

year in which the child is to enroll in kindergarten.

R. *Staff.* Every individual who provides Day Care at a Day Care Facility; every employee or other individual who has unsupervised direct contact with children who attend a Day Care Facility; and every individual providing Day Care for more than twelve (12) hours in any one (1) month period (whether or not such individual is directly supervised or receives compensation).

S. *Volunteer.* Every individual who provides service in a Day Care Facility (whether or not directly supervised) no more than twelve (12) hours in any one (1) month period and without any express or implied promise of compensation.

(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2012-20, 09/17/2012; 2022-08, 09/19/2022)

Sec. 10-4. License Required.

A. No Person shall maintain, operate, or permit to be operated within the City, any Day Care Facility, as herein defined unless a current and valid Day Care Facility license has been issued by the City as provided herein.

B. No Person shall maintain, operate, or permit to be maintained or operated, a Day Care Facility on Premises under such Person's control unless all necessary licenses for such operation shall have been so obtained and remain in effect.

C. Every Person who provides Day Care at a licensed Day Care Facility, other than a directly supervised Volunteer as defined in this Chapter, shall apply for a license within five (5) business days of the first day of employment at such licensed Day Care Facility. A Volunteer who intends to provide unsupervised Day Care shall be licensed. Any individual who provides Day Care for more than twelve (12) hours in any one (1) month period with or without any express or implied promise of compensation shall be licensed. Daycare providers must be sixteen years of age (16) or older to obtain a City of Moscow Provider's License and count in the child-to-provider ratios; however, providers sixteen (16) to seventeen (17) years of age may not provide unsupervised care for children in the facility, and must be supervised by an adult. An adult is defined as being eighteen (18) years of age and older.

D. Every owner, director, office staff member, staff, or other Day Care Facility employee who provides unsupervised Day Care shall be licensed. No unlicensed Day Care provider, including a Volunteer, or employee, or licensed provider under the age of eighteen (18), shall provide unsupervised Day Care on any occasion, including indoors, outdoors, rest periods, field trips, and the like.

(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2012-20, 09/17/2012; 2022-08, 09/19/2022)

Sec. 10-5. Application Required.

A. 1. Applicant: Every Applicant seeking a license under this Chapter shall complete a form provided by the City, which shall include all information, releases and authorizations necessary to provide a complete criminal history background check as set forth herein. Information to be provided to City for a Day Care Facility license shall include, but may not be limited to, a current list of all Owners, Director, Staff, and all individuals thirteen (13) years of age or older who will have unsupervised direct contact with children or are regularly on the Premises of a day care facility. In addition, an Applicant for a Day Care Facility license must designate one Person as Director, if applicable. Failure to provide the necessary information, releases or authorizations shall be grounds to deny a license or application. An Applicant may provide Day Care at more than one (1) Licensed Day Care Facility as long as all locations

where Day Care services are to be provided by such Applicant are identified and meet the requirements provided herein.

2. Corporation. When the Applicant for such a license is a corporation, such corporation must be authorized to do business in the State of Idaho. The application shall be made by the Director of the Premises and such application shall contain all information required of an individual. Applicant as provided herein. Such license to a corporation shall be revoked upon a change of Director. A new application and license shall be required before a Director other than the Director designated in the original application shall provide services at such Premises. After investigation as required herein and upon change of Director, the City may issue a license for an interim period of not to exceed sixty (60) days during which time the corporation shall make the new application for license, naming therein the new Director of the Premises.

3. Partnership: When the Applicant for such a license is a partnership, each active partner in the partnership shall join in the application for such license and shall furnish all of the information and recommendations required of an individual Applicant as provided herein and shall be subject to the same provisions for revocation and reapplication upon a change of Director as provided in the case of corporation Applicants above.

4. Association: When the Applicant for such a license is an unincorporated association, the application shall be made by the officers of the association and Director of the Premises and shall contain all information required of an individual Applicant as provided herein and shall be subject to the same provisions for revocation and reapplication upon a change of Director as provided in the case of corporation Applicants above.

B. Additional Information May Be Required.

Upon application submission, if additional information is required by the City in order to complete the application or to clarify or explain an ambiguity, the applicant shall submit such information within thirty (30) days of original application date or change in circumstances. Failure to comply shall require applicant to submit a new application and fee.

(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2022-08, 09/19/2022)

Sec. 10-6. Temporary Licenses. [Repealed]

(Ord. 2005-06, 02/07/2005; 2022-08, 09/19/2022)

Sec. 10-7. Investigation. Background Check Required.

Before any license shall be issued under this Chapter, the City shall complete an investigation of every Applicant, Licensee, Owner, Director, Staff, and individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the Premises of a day care facility, and an inspection of the Premises, except as otherwise provided. The purpose of the investigation is to determine whether the Applicant, Licensee, Owner, Director, Staff, individuals thirteen (13) years of age or older, and the Premises fully comply with all pertinent ordinances and regulations of the City; to ensure that the Day Care Facility does not create a nuisance or danger to the public; and to require a criminal history background check for first-time applicants and license renewal applicants at least as stringent as that required by Idaho Code Title 39, Chapter 11.

The City shall perform a background check on every Applicant, Licensee, Owner, Director, Staff, and individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the Premises of a day care facility.

Background checks and crime information requests made to the Federal Bureau of Investigation (FBI) shall be

conducted pursuant to the authorizations provided in Idaho Code Section 56-1004A, and any other applicable law. Where possible and required herein, a background check on an individual under eighteen (18) years of age shall include a check of the juvenile justice records of adjudication of the magistrate division of the district court, county probation services, and department of health and welfare records in all jurisdictions in which such individual has lived since the age of twelve (12), as authorized by the minor and his or her parent or guardian.

A. Requirements. To determine the suitability of prospective Day Care Applicant, Licensee, Owner, Director, Staff, and individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the Premises, the Moscow Police Department or designee shall require an applicant to provide information and fingerprints necessary to obtain criminal history information from the Idaho State Police (ISP) and the FBI. Pursuant to Idaho Code Section 67-3008 and congressional enactment Public Law 92-544, the Moscow Police Department shall submit the required fees and a set of fingerprints obtained from the applicant to the ISP Bureau of Criminal Identification, for a criminal records' check of State and National databases per Public Law 92-544. The submission of fingerprints and information required by this Section shall be on forms prescribed by the ISP. The Moscow Police Department is authorized to receive criminal history information from the ISP and from the FBI for the purpose of evaluating the fitness of applicants for Applicant, Licensee, Owner, Director, Staff, and individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the Premises. As required by State and Federal law, further dissemination or other use of the criminal history information is prohibited. The applicant authorizes the use of FBI records for the screening process.

B. Background Check Guidelines. All background checks require a complete set of fingerprints; a signed statement that contains the applicant's name, address, and date of birth appearing on a valid identification document issued by a governmental entity, as well as furnishing if such applicant has or has not been convicted of a crime and the particulars and description of the same. New fingerprints are required every two (2) years.

(Ord. 2001-18; 09/17/2001; 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2019-06, 07/01/2019; 2022-08, 09/19/2022)

Sec. 10-8. Denial, Suspension, Revocation of License.

No Day Care license shall be issued, and a license may be denied, suspended or revoked:

A. Where Applicant, Licensee, Owner, Director, Staff, individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the Premises, managing agent of a corporation, or active partner of a partnership has:

1. Been found guilty of, plead guilty to, received a withheld judgment, or admitted to the elements of any offense involving neglect or any physical injury to or other abuse of a child, any of the crimes enumerated in Idaho Code 39-1113(2), I.C. 18-4116 Indecent Exposure, or any substantially similar provision in another jurisdiction, notwithstanding the form of judgment(s).

2. Been classified as a voluntary patient or involuntary patient pursuant to Chapter 3, Title 66, Idaho Code, or similar provision in another jurisdiction, unless:

a. Such Person has been released from, and is no longer under any form of

treatment in relation to such classification, and

b. Such Person has been examined by at least one (1) professional licensed to evaluate mental health and such professional certifies that the Person is no longer mentally ill and presents no threat or danger to any Child. Such examination shall not be at City expense.

3. Had his or her parental rights restricted or terminated by a Child protection action under Idaho Code, Section 16-1601 et seq., or Child custody termination action under Idaho Code, Section 16-2001 et seq.

4. A registered sex offender residing on the Premises where Day Care services are provided.

B. Where Applicant, Licensee, Owner, Director, Staff, individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the Premises, managing agent of a corporation, or active partner of a partnership has been found guilty of, plead guilty to, or received a withheld judgment, or admitted to the elements of any of the crimes enumerated in I.C. 39-1113(3), the following enumerated crimes, or any substantially similar provision in another jurisdiction, notwithstanding the form of judgment(s) for a period of five (5) years immediately preceding the date of application for license or renewal:

1. Any felony violation of the Uniform Controlled Substances Act, Chapter 27, Title 37, Idaho Code. An individual must have pled guilty, been found guilty or received a withheld judgment to be denied under any misdemeanor violation of the Uniform Controlled Substance Act Chapter 27, Title 37, Idaho Code.

2. Grand theft, section 18-2407(1), Idaho Code.

3. Disseminating obscene material to minors, as defined in sections 18-1513 through 18-1515, Idaho Code.

4. Arson, as defined in sections 18-801 through 18-803, Idaho Code.

5. Driving under the influence of alcohol, drugs, or other intoxicating substances, section 18-8004, Idaho Code.

6. Aggravated driving while under the influence of alcohol, drugs, or any other intoxicating substances, section 18-8006, Idaho Code.

7. Reckless driving, section 49-1401(1), Idaho Code.

8. Any felony as defined by Idaho Code, Section 18-111 and 18-111A, other than those listed in Subsection A.1. hereinabove.

9. Any crime of physical violence against persons, other than those listed in Section A.1. hereinabove.

10. Attempt, section 18-306, Idaho Code, conspiracy, section 18-1701, Idaho Code, or accessory after the fact, section 18-205, Idaho Code, to commit any of the crimes designated in this subsection.

C. For any Premise, unless all applicable codes, and other pertinent provisions of all City ordinances, including health requirements herein, as far as can be determined, are being complied with.

D. For any Applicant, Licensee, Owner, Director, Staff, or individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the Premises, where there is evidence demonstrating to the City that health or safety problems exist or are probable. No Applicant, Licensee, Owner, Director, Staff, or individual who have unsupervised direct contact with children or are regularly on the Premises shall be qualified to receive a license under this Chapter for a period of no less than one (1) year from the date of the health and/or safety problems which resulted in denial, revocation, or suspension of a license under this Chapter.

E. For any Applicant, Licensee, Owner, Director, Staff, or individual who have

unsupervised direct contact with children or are regularly on the Premises, who has supplied false or misleading information, failed or refused to disclose any information required on the application form, or refused to authorize the police investigation required herein. No Applicant, Licensee, Owner, Director, Staff, or individual who have unsupervised direct contact with children or are regularly on the Premises shall be able to apply to receive a license under this Chapter for a period of less than six (6) months from the date of the denial, suspension, or revocation of the license under this Subsection.

F. For any Applicant, Licensee, Owner, Director, Staff, or individual who have unsupervised direct contact with children or are regularly on the Premises, who has violated any of the provisions of this Chapter during licensure other than Subsection A of the "Denial of License" Section of this Chapter. No Applicant, Licensee, Owner, Director, Staff, or individual who have unsupervised direct contact with children or are regularly on the Premises shall be qualified to receive a license under this Chapter for a period of less than six (6) months from the date of the denial, suspension, or revocation of the license under this Subsection.

(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2010-05, 03/01/2010; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2022-08, 09/19/2022)

Sec. 10-9. Issuance of License.

A. Upon receipt of an application presented in due form to the Moscow Police Department which shows that such Applicant possesses all of the qualifications and none of the disqualifications herein and meets all of the requirements of this Code, the City shall issue such license to the Applicant. A Day Care Facility license shall be issued for an initial term to expire March 1 of the following year.

B. All licenses shall be in such form as the City may prescribe and shall contain the name, address, place of business, and date of expiration of such license and shall be authenticated by the signature of the Clerk, Deputy City Clerk, Building Official or Designee. The Day Care Facility license shall be posted in a conspicuous place at the Day Care Facility. A Day Care Poster shall also be posted in a conspicuous place within all licensed Day Care Facilities.

C. The names of all Staff and all individuals thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the Premises shall be provided to the Moscow Police Department within five (5) days of their initial hire date and/or establishment of residence. Fingerprints shall be provided to the Moscow Police Department for each such staff member and people who have unsupervised direct contact with children or are regularly on the premises.

(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2022-08, 09/19/2022)

Sec. 10-10. Fee.

Fee to be paid upon issuance or renewal of any license issued pursuant to this Chapter shall be set from time to time by resolution duly passed and adopted by the Council.

(Ord. 2005-06, 02/07/2005)

Sec. 10-11. Day Care Facility License Renewal.

Any Day Care Facility license issued by the City may be renewed for an additional one (1) year upon the same terms and subject to the same application and requirements as provided herein. In order to be eligible for renewal, the applicant for a Day Care Facility license shall present a completed application accompanied by the renewal fee at least thirty (30) days prior to license expiration. Whenever the Licensee desires to effect a change or addition of Premises or to renew the license, the Licensee shall

notify the Moscow Police Department or designee and make application for a license in the same manner as in the first application, except that investigation provided for in the "Investigation" Section of this Chapter may be waived by the City where the Licensee provides an affidavit not less than thirty (30) days prior to the change or addition of Premises or expiration of the license asserting compliance to all requirements herein with the application for renewal. Inspection of a new Premise shall not be waived. No license issued by the City shall be assignable or transferable. The fee to be paid for license renewal and a fee for tardy applications shall be set from time to time by Resolution of the Council.

(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2022-08, 09/19/2022)

Sec. 10-12. Day Care Provider License Renewal.

A Day Care Provider License issued under this Chapter shall be valid for one (1) year from the date of issuance. In order to be eligible for renewal, the applicant for a Day Care Provider license shall present a completed application accompanied by the renewal fee at least thirty (30) days prior to license expiration. The provider must have a current infant CPR/First Aid certification and have completed a minimum of twelve (12) hours of training within the last year. The fee to be paid for license renewal and a fee for tardy applications shall be set from time to time by Resolution of the Council.

(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2022-08, 09/19/2022)

Sec. 10-13. License Revocation and Duty to Notify of Ineligibility.

A. A Day Care Facility license shall be revoked immediately whenever it is determined that the Licensee would be denied under the "Denial of License" Section of this Chapter.

B. Every licensed Day Care Provider shall notify the City of any change in circumstance which renders the information on the application for Day Care license incorrect within five (5) business days of such change or such Day Care license shall be revoked immediately and such license shall be automatically null and void.

C. If a license application is revoked or denied because of a disqualification contained in the "Denial of License" Section of this Chapter, no license shall be issued to an Applicant until the expiration of the time period for such disqualification and.

(Ord. 2005-06, 02/07/2005; 2010-05, 03/01/2010; 2022-08, 09/19/2022)

Sec. 10-14. Notice.

A. Prior to the revocation, suspension, or denial of renewal of a license as required herein, the Moscow Police Department or designee shall provide written notice of such revocation, suspension or denial of renewal to the Licensee or Applicant, as the case may be. Such written notice shall be sent by certified mail or hand delivery to the address provided in the application or to the address of the Day Care Facility filed by such Licensee or Applicant. Such written notice shall state the reason(s) for such revocation, suspension, or denial and shall state that such Licensee or Applicant may request an appeal hearing as provided herein. Notice of revocation or denial of renewal is effective on the date such notice is delivered to Licensee or Applicant.

B. When the City certifies that there is an immediate danger to life or health of a Child, the Day Care Facility license or application may be immediately and summarily revoked, suspended, or denied. Under such conditions, notice of such revocation or denial will be given as soon as practicable thereafter.

C. Failure by the City to give notice as provided herein shall not establish a right to a license under this Chapter.

(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2022-08, 09/19/2022)

Sec. 10-15. Appeals.

A. If a license is revoked, or a license renewal or an application is denied for a reason other than disqualification under Subsection (A) or (B) of the "Denial of License" Section of this Chapter, the Licensee or Applicant may give notice of appeal of such revocation or denial to the City within ten (10) calendar days from the date the notice of revocation or denial was given. If a license application is revoked or denied because of disqualification of the Applicant or Licensee under Subsection (A) or (B) of the "Denial of License" Section of this Chapter, such disqualification shall not be waived.

B. Notice of appeal shall be in writing and delivered to the City Clerk. The City Council shall then set a time and place for such hearing and the City Clerk shall inform the Licensee or Applicant of the hearing date in writing, at least five (5) business days prior to such hearing.

C. The City Council may direct the City Clerk to issue a license which has been revoked or denied upon a finding of good cause for the issuance of such license.

D. Failure by an Applicant, person appealing, or their representative, to appear before the City Council at the time scheduled to hear such appeal shall result in the automatic denial of such appeal.

(Ord. 2005-06, 02/07/2005; 2010-05, 03/01/2010; 2010-13, 07/06/2010; 2012-20, 09/17/2012; 2022-08, 09/19/2022)

Sec. 10-16. Insurance and Liability; Prepayment.

A. Each Facility required to be licensed shall maintain liability insurance in the amount of five hundred thousand dollars per occurrence/one million dollars aggregate ($500,000/$1,000,000) with the City listed as an additional insured for each licensed Day Care Facility and Premises. All policies of insurance shall require thirty (30) days' notice to the City by certified or regular mail of any cancellation or change affecting an interest or coverage. A current certificate of insurance shall be kept on file with the Moscow Police Department or designee at all times. The Licensee shall be responsible for all activities associated with the Day Care Facility and Premises, including the actions and inactions of every Person, Owner, Licensee, Director, Staff, Volunteer, Child, employee and individual, and shall hold the City harmless for same and shall indemnify and defend any claim filed against the City relating to all activities associated with the Day Care Facility and Premises and the provision of Day Care. Where Day Care is provided in a residence, an Applicant or Licensee may apply to Council for a waiver or modification of the insurance provisions in this Section.

B. The issuance of a Day Care Facility license shall not constitute a representation or affirmance to any Person that the Day Care Facility to which a license is issued is free from risk with regard to the standards herein. The City shall not be liable for nor shall a cause of action exist for any loss or damage based upon the failure of any Person to meet the standards contained in this Ordinance.

C. If the City receives notice of cancellation of a Licensee's liability insurance more than two (2) times during any one (1) year of licensure, such Licensee shall prepay the insurance policy for a minimum of twelve (12) months and shall provide proof of such prepayment to the Moscow Police Department or designee by the end of the next business day following the City's receipt of such notification. Failure to provide such proof of prepayment shall cause the license to be immediately revoked and the license shall be automatically null and void.

(Ord. 2005-06, 02/07/2005; 2010-13, 07/06/2010; 2011-03, 05/16/2011; 2022-08, 09/19/2022)

Sec. 10-17. Health Requirements.

A. All Staff on the Premises of a Day Care Facility shall certify that each is in good health and that each has received required immunization against communicable disease. Any Director, Staff member of a Day Care Facility, Volunteer, or employee diagnosed with a communicable disease must not be present at a Day Care Facility until such disease is no longer communicable as declared by a licensed physician.

B. 1. Within fourteen (14) days of a child's initial attendance at any licensed Day Care Facility, the parent or guardian shall provide an immunization record to the Director of the Day Care Facility regarding the child's immunity to certain childhood diseases. This record, signed by a physician or the physician's representative or another licensed health care professional, shall verify that the child has received, or is in the process of receiving immunizations as specified by the state board of health and welfare, or can effectively demonstrate immunity through verification in a form approved by the City gained through prior contraction of the disease. Immunizations required and the manner and frequency of their administration shall conform to recognized standard medical practices in the State.

2. Any minor child whose parent or guardian has submitted to the Director of a licensed Day Care Facility a certificate signed by a physician licensed by the state board of medicine stating that the physical condition of the child is such that all or any of the required immunizations would endanger the life or health of the child shall be exempt from the provisions of this Section. Any minor child whose parent or guardian has submitted a signed statement to the licensed Day Care Facility stating their objections on religious or other grounds shall be exempt from the provisions of this section.

C. Every dog, cat, and ferret over four (4) months of age present in a licensed Day Care Facility shall be vaccinated against rabies and every owner of every such dog, cat and/or ferret shall retain proof of current vaccination.

(Ord. 2005-06, 02/07/2005; 2012-20, 09/17/2012; 2022-08, 09/19/2022)

Sec. 10-18. Inspection.

Every Licensee shall keep and maintain such records as are required by the City, including employee and Staff records. Every Licensee shall, at all times during business hours, open the Day Care Facility records and each and every portion of the licensed Premises for inspection by the Moscow Police Department and other City departments for the purpose of inspection and enforcement of any provision herein. The Moscow Police Department and/or City staff shall have the absolute right to enter the Premises of any Licensed Day Care Facility during business hours as often as is necessary to secure compliance with or to prevent a violation of this Chapter. The Moscow Police Department and/or City staff may initiate administrative and/or criminal action to enforce this Chapter.

(Ord. 2005-06, 02/07/2005; 2010-13, 07/06/2010; 2012-20, 09/17/2012; 2022-08, 09/19/2022)

Sec. 10-19. Standards.

A. 1. Every licensed Day Care Facility, Licensee, Director and Staff shall comply with all safety standards in the area of the day care facility in which day care is being provided as set forth in Idaho Code Title 39, Chapter 11, Section 39-1109, and such other requirements as the Council may enact by Resolution.

2. Every licensed Day Care Facility shall also provide:

a. Open space for outdoor play. A minimum of one hundred (100) square feet per child is required. This area shall be adjacent to the Day Care Facility and shall provide a safe play area that can be easily maintained and is accessible for use by children.

b. Visitation. Any parent or

guardian shall have the absolute right to enter the premises of any facility during the period of care for the parent's or guardian's child or children. Any failure or refusal to allow entry to a parent or guardian may be grounds for suspension or revocation of the license. If a parent or guardian has been granted limited or has been denied visitation rights by a court of competent jurisdiction, this section shall not confer a right to visitation.

B. Every licensed Day Care Facility shall comply with all health standards as set forth in Idaho Code Title 39, Chapter 11, Section 39-1110, and such other requirements as the Council may enact by Resolution.

C. Every licensed Day Care Facility, Licensee, Director and Staff shall conform to the requirements herein and all other applicable Titles and Chapters of this Code, except that no fire standards adopted by City Council that are applicable to this Day Care Facility Ordinance shall be more stringent than the standards contained in the International Fire Code, as adopted by the State of Idaho.

D. Every licensed Day Care Facility, Licensee, Director and Staff shall conform to all life safety standards found in all applicable uniform standard codes which are adopted by the City as of the date of application for license, except for the Child-Staff ratios as modified in the Section of this Chapter entitled "Child-Staff Ratios".

E. Every licensed Day Care Facility having a flame source utility on its Premises shall have a carbon monoxide detector properly operating at all times within any enclosed area on every level or floor where children are present.

F. Every Day Care Facility Owner, Licensee, Director and Staff shall be required to obtain and keep current Red Cross, American Heart Association, or equivalent first aid treatment certification and child/infant cardiopulmonary resuscitation (CPR) and pediatric rescue breathing certification prior to licensure and shall keep such certifications current. Additionally, at least one (1) such certified adult shall be present at every Day Care Facility at all times a child is present at the Day Care Facility.

G. The minimum age of any Director shall be twenty-one (21) years of age. At least one (1) employee eighteen (18) years of age or older shall be present at all times when a child or children are in attendance at a Day Care Facility. Day Care Facility Applicants and Licensees shall be precluded from hiring employees under fourteen (14) years of age.

H. Every Day Care Facility Licensee, Director and Staff member shall be required to acquire four (4) hours or more of training in early childhood development and/or children's health and safety within thirty (30) days of employment in such Facility and shall thereafter obtain twelve (12) hours or more of such training on an annual basis. Such training within twelve (12) months prior to employment shall satisfy this requirement for the first year of employment. Proof of training shall be submitted to and approved by the City. The annual training required under this Subsection shall be in addition to the first aid and CPR requirement listed elsewhere in this Section.

I. No Owner, Licensee, Director, or Staff member shall directly or indirectly:

1. Use or permit the consumption or use of any alcoholic beverage or smoking on the Premises while the children are present or are being cared for; or

2. Possess, use or permit the possession or use of any unlawful drug or narcotic, including marijuana, on the Premises; or

3. Use or permit a Volunteer or employee with a temporary license to provide Day Care to a Child without the physical presence and direct supervision

of a Licensee, Owner, Director or licensed Staff member.

J. Every sleeping or resting child shall be monitored at all times by at least one (1) Owner, Licensee, Director, or Staff, either in person or via live feed electronic equipment.

(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2012-20, 09/17/2012; 2022-08, 09/19/2022)

Sec. 10-20. Child-Staff Ratios.

A. 1. A minimum Child-Staff ratio of one (1) Director and/or Staff for every Twelve (12) points or fewer shall be maintained by a Day Care Facility at all times on the Premises, indoors, outdoors, on field trips and during rest periods. Any point(s) or fraction of points greater than twelve point zero (12.0) requires the presence of one (1) additional Director and/or Staff as determined from the following chart:

Age of Child	Points Per Child*
0 to less than 1 years	4
1 to less than 3 years	2
3 to less than 5 years	1
5 to less than 13 years	0.5
13 years and over	0 (zero)

**Example: A Day Care Facility with three (3) ten-month-olds (12 points) must maintain a Director and/or Staff of one (1). The enrollment of a five-year-old Child (0.5) to the Day Care Facility requires the addition of another Staff member.*

2. Each Director and each Staff member on the Premises who is providing direct care or is actively involved with children shall be considered for purposes of computing a Child-Staff ratio.

3. No unlicensed Volunteer shall be counted for purposes of computing a Child-Staff ratio.

4. It shall be a violation of this Chapter to operate a licensed Day Care Facility with a Child-Staff ratio not in compliance with this Section.

B. 1. On days where the school district in which a child resides holds classes, the number of children may be increased with the addition of school aged children (first grade and up) from 3:00 p.m. until 6:00 p.m. without affecting the classification of Day Care Facility, as set out herein. On days where the school district in which a child resides declares teacher work days, snow days, vacation days or otherwise cancels classes, the number of children may be increased with the addition of school-aged children (first grade and up) without affecting the classification of Day Care Facility as set out herein.

a. Family Day Care Facility - up to four (4) additional children.

b. Group Day Care Facility - up to five (5) additional children.

c. Small Day Care Facility - up to six (6) additional children.

d. Large Day Care Facility – up to seven (7) additional children.

2. Children, for purposes of this Subsection, shall include (a) every school-aged child of the Owners, Licensee, Director, and Staff present at a Day Care Facility; (b) children receiving direct care and supervision in such child's or legal guardian's own home; and (c) children who are Related.

(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-05, 03/01/2010; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2012-20, 09/17/2012; 2022-08, 09/19/2022)

Sec. 10-21. No City Liability Created.

The issuance of a license by the City pursuant to this Chapter shall not constitute a representation of affirmance to any person that the Day Care Facility or person to whom a license is issued is free from risk with regard to the standards in this Chapter. The City shall not be liable for, nor shall a cause of action exist, for any loss or damage based upon the failure of any person to meet the standards contained in this Chapter, unless

otherwise provided by Idaho Code or Federal law.
(Ord. 2011-06, 06/20/2011)

Sec. 10-22. Penalties and Additional Fees.

A. Any person violating any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof in a court of competent jurisdiction, shall be punished pursuant to this Code and the Idaho Code. Each day of the violation shall be considered a separate offense.
B. Any Applicant, Owner, Director, Staff or Person convicted of a violation of this Chapter shall be denied a license and any current license shall be revoked.
C. The Moscow Police Department may charge a Day Care Facility Licensee an administrative fee for every contact or inspection required to ensure compliance with this Chapter where such contact or inspection is in excess of those necessary to process the license initially. Such administrative fee shall be established from time to time by resolution duly adopted by the Council, and shall be in addition to any other fee(s) and/or fine(s). Failure to pay such administrative fee shall result in revocation of the license for which such contact or inspection is required.
(Ord. 2005-06, 02/07/2005; 2011-06, 06/20/2011; 2022-08, 09/19/2022)

Malia L. Mason, Director

The Jubilee School Montessori

1410 S. Blaine Street

Moscow, ID 83843

December 30, 2022

Laurie M. Hopkins, City Clerk

City of Moscow, City Hall

206 E. 3rd Street

Moscow, ID

83843

Dear Ms. Hopkins,

I am writing this notice of appeal in re. to our application for a daycare license for the Jubilee School Montessori. Our application was denied on 12/20/22 due to the fact that we did not have the appropriate play space that the code requires for daycare facilities. We would like to request a waiver of this requirement for the following reasons:

1. We are not actually a daycare and only need the daycare license as Moscow considers three-year-old's to not be school-aged. However, Montessori is an internationally recognized **school** program for 3–6-year-olds that has been practiced for over 100 years.
2. Additionally, our three-year-old children only stay at our program for 3 hours and 15 minutes (8:45-12:00) during which they have a three-hour work period inside the classroom. When and if we build a playground, which we hope to do in the next year, it would only be used by our five-year-old school students who stay until 3:00 pm and who have an outdoor break after lunch.

Justin Goodwin also mentioned that we will need to go through the process of obtaining a conditional use permit for our location. I plan to speak with Aimee Hennrich of the Planning Division re. obtaining this permit next week.

Mr. Goodwin indicated we also need to make improvements to our current fire safety system, along with fixing a dishwasher hose, and improving access to our electrical panel. We are currently working on remedying each of these issues.

Sincerely,

Malia Lynn Mason

Malia Lynn Mason

RECEIVED

12/30/22

CITY OF MOSCOW
CITY CLERK

HAND DELIVERED

Heart of the Arts

Arthur D. Bettge
Mayor

Maureen Laflin
Council President

Gina Taruscio
Council Vice-President

Drew Davis
Council Member

Sandra Kelly
Council Member

Hailey Lewis
Council Member

Julia Parker
Council Member

Bill Belknap
City Supervisor

City of Moscow, City Hall
c/o Bill Belknap, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019

January 5, 2023

Malia Mason
The Jubilee School Montessori
1410 S. Blaine St
Moscow, ID 83843

RE: City of Moscow Daycare Facility License Appeal

Dear: Ms. Mason,

The City Clerk has received your notice of appeal letter of December 30, 2022 requesting a waiver for The Jubilee School Montessori. Your appeal hearing before the Moscow City Council for the denial of your Daycare Facility License will be held on Tuesday, January 17th, 2023. The meeting begins at 7:00 p.m. and is held in the Council Chambers located on the second floor of City Hall, 206 E 3rd Street.

At the appeal hearing, you or your representative is required to appear in person and offer evidence pertinent to the denial of the license.

If you have any questions or need further information, please contact me at 208-883-7027.

Sincerely,

Cody Riddle

Cody Riddle
Deputy City Supervisor, Community Development

c: Laurie M. Hopkins, City Clerk

HAND DELIVERED

December 20, 2022

Malia Mason
1410 S. Blaine St
Moscow, ID 83843

RE: Day Care Facility License at 1410 S. Blaine St

Dear: Ms. Mason,

This letter is to inform you that your Daycare Facility application has been **denied**. Moscow City Code 9-10-19(A)(2)(a) states, in part:

> "The Day Care Facility shall provide open space for outdoor play. A minimum of one hundred (100) square feet per child is required. This area shall be adjacent to the Day Care Facility and shall provide a safe play area that can be easily maintained and is accessible for use by children."

In your application, it does not appear you have the required open space for outdoor play adjacent to the facility. There is no provision in the ordinance or regulations for a facility not to provide the open space. Because you have not demonstrated compliance with the requirements established in the City Code, your application is denied.

Please be advised you have the right under Moscow City Code 9-10-15 to appeal this decision to the Moscow City Council. City Council is empowered to direct the City Clerk to issue a license which has been denied upon a finding of "good cause" for the issuance of the license. Any appeal should be made in writing and delivered to the City Clerk within ten (10) days from the date of this letter. Once your appeal is received, a time and place for your hearing before the City Council will be set. You will be informed of the hearing date in writing, at least five (5) calendar days prior to such hearing.

Please do not contact the Mayor or any Council member regarding your appeal. Such ex parte communication may result in the disqualification of the person you contact.

Furthermore, should you be successful with your appeal, you would still need to go through the process of obtaining a conditional use permit to have a daycare in the requested location.

If you have questions, clarifications, or additional information you believe would show this decision to be in error, please contact me at (208) 883-7014.

Sincerely,

Justin Goodwin
Building Official

C: Laurie Hopkins, City Clerk

CITY OF MOSCOW 1887 IDAHO

Heart of the Arts

Arthur D. Bettge
Mayor

Sandra Kelly
Council President

Maureen Laflin
Council Vice-President

Hailey Lewis
Council Member

Julia Parker
Council Member

Gina Taruscio
Council Member

Anne Zabala
Council Member

Bill Belknap
City Supervisor

City of Moscow, City Hall
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Moscow ID 83843
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Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019

DCF2022-0001

CITY OF MOSCOW
DAYCARE FACILITY LICENSE – NEW APPLICATION

License Expires Annually on March 1st

THE CITY OF MOSCOW REQUIRES:

1. A processing fee with this application (See fees below).
2. A site plan of the facility and grounds.
3. List of all owners, directors, staff and individuals thirteen (13) years or age or older residing at the premises.
4. Proof of Current Certificate of Insurance with the City of Moscow as an additional insured.

Business Name: The Jubilee School Montessori

Name of Operator/Director: Mason (LAST) Malia (FIRST) Lynn (MIDDLE)

Business Address: 1410 S. Blaine St. (STREET) Moscow (CITY) ID (STATE) 83843 (ZIP)

Facility Phone #: (267) 908.4854 Operator/Director Cell #: (208)310.0058

Email: jubileeschoolmontessori@gmail.com

Are you the legal property owner? [ ] YES [✓] NO

If you answered "NO" above, please list the legal property owner and contact information:
We lease from Eastside Marketplace Management Office
office@eastsidemarketplace.com Suite C 1428 S. Blaine
(208)882-1533

TYPE OF FACILITY:

[ ]	Family Day Care (5 or fewer children)	**$75.00**
[ ]	Group Day Care (6 to 12 children)	**$100.00**
[ ]	Small Day Care (13 to 20 children)	**$125.00**
[✓]	Large Day Care (21 or more children)	**$150.00** *

* We are a Montessori School, not a daycare. We will have no more than 10 3year old Children for no more than 4.5 hours per day (8:30-12:00) we also have up to 20 more 4-6 year olds.

CHILD-STAFF RATIOS:

A minimum of 1 director and/or staff for every 10 points or any fraction in excess thereof shall be maintained at all times on the premises: indoors, outdoors, on field trips and during rest periods.

Age of Child	Points Per Child
0 to less than 1 years Ø	4
1 to less than 3 years Ø	2
3 to less than 5 years ~~20~~ 10 3yrolds	1
5 to less than 13 years ~~10~~	0.5
13 years and over Ø	0 (zero)

24-30 TOTAL NUMBER OF CHILDREN ENROLLED AT FACILITY (currently 23 for January 2023)

10 3year olds MAXIMUM NUMBER OF CHILDREN IN ATTENDANCE AT ANY ONE TIME

2 TOTAL LICENSED STAFF

(Continue to next page)

FACILITY SPECIFICATIONS

Zoning classification of property: business

Height of building (# of stories): 1

Size of structure (Sq. Footage): 1560 sq. feet

Sq. Footage of open space for outdoor play area: 1044 sq. feet

Off-street parking spaces: yes -

Will basement be used in operation: [ ] YES [✓] NO [ ] N/A

Will any area above first floor be used: [ ] YES [✓] NO [ ] N/A

Is structure's principal use residential? [ ] YES [✓] NO

READ CAREFULLY: I hereby certify that I possess the qualifications and paid the appropriate sum in conformity with the laws of the City of Moscow and State of Idaho and declare that each and every statement made is true, correct, and complete.

Malia L. Mason — *Operator / Director Signature*

12/5/22 — *Date*

THIS SPACE FOR OFFICE USE ONLY:

Date fees paid: _____ Current Certificate of Insurance on file [ ] YES [ ] NO

Inspection approval: Fire Marshal [ ] Building [ ] Health [ ]

Building Inspector: _____

Electrical Inspector: _____

Fire Marshal: _____

Zoning: _____ *Updated 8/23/2016*

See the following pages to assist with your list of Employees and other positions.
You may attach your own list if that is more convenient.

OWNER / DIRECTOR / STAFF LIST:

You MUST provide a complete list of all owners, directors, staff and individuals thirteen years of age or older residing at the premises (make additional copies of this page if needed).

OWNER / DIRECTOR:

Name: Malia Lynn Mason Phone # 208.310.0058

EMPLOYEE: T.A.

Name: Kaitlyn Nichols Phone # 706.304.5671

EMPLOYEE:

Name: N/A Phone #

EMPLOYEE:

Name: N/A Phone #

EMPLOYEE:

Name: N/A Phone #

EMPLOYEE:

Name: N/A Phone #

EMPLOYEE:

Name: N/A Phone #

EMPLOYEE:

Name: N/A Phone #

EMPLOYEE:

Name: N/A Phone #

EMPLOYEE:

Name: N/A Phone #

EMPLOYEE:

Name: N/A Phone #

EMPLOYEE:

Name: N/A Phone #

(Continue to next page)

OTHERS RESIDING/WORKING AT RESIDENCE:

You MUST provide a list of those not licensed: volunteers, cooks, janitors, etc. **If no other positions, check here: [ ]**

OTHER POSITION:

Name: Cole Comfort Position: Secondary Teacher

Is this person a minor? [ ] YES [✓] NO If so, please provide age: N/A

OTHER POSITION:

Name: Joshua Howell Position: Secondary Teacher

Is this person a minor? [ ] YES [✓] NO If so, please provide age: N/A

OTHER POSITION:

Name: N/A Position: _____

Is this person a minor? [ ] YES [ ] NO If so, please provide age: _____

OTHER POSITION:

Name: N/A Position: _____

Is this person a minor? [ ] YES [ ] NO If so, please provide age: _____

OTHER POSITION:

Name: N/A Position: _____

Is this person a minor? [ ] YES [ ] NO If so, please provide age: _____

OTHER POSITION:

Name: N/A Position: _____

Is this person a minor? [ ] YES [ ] NO If so, please provide age: _____

OTHER POSITION:

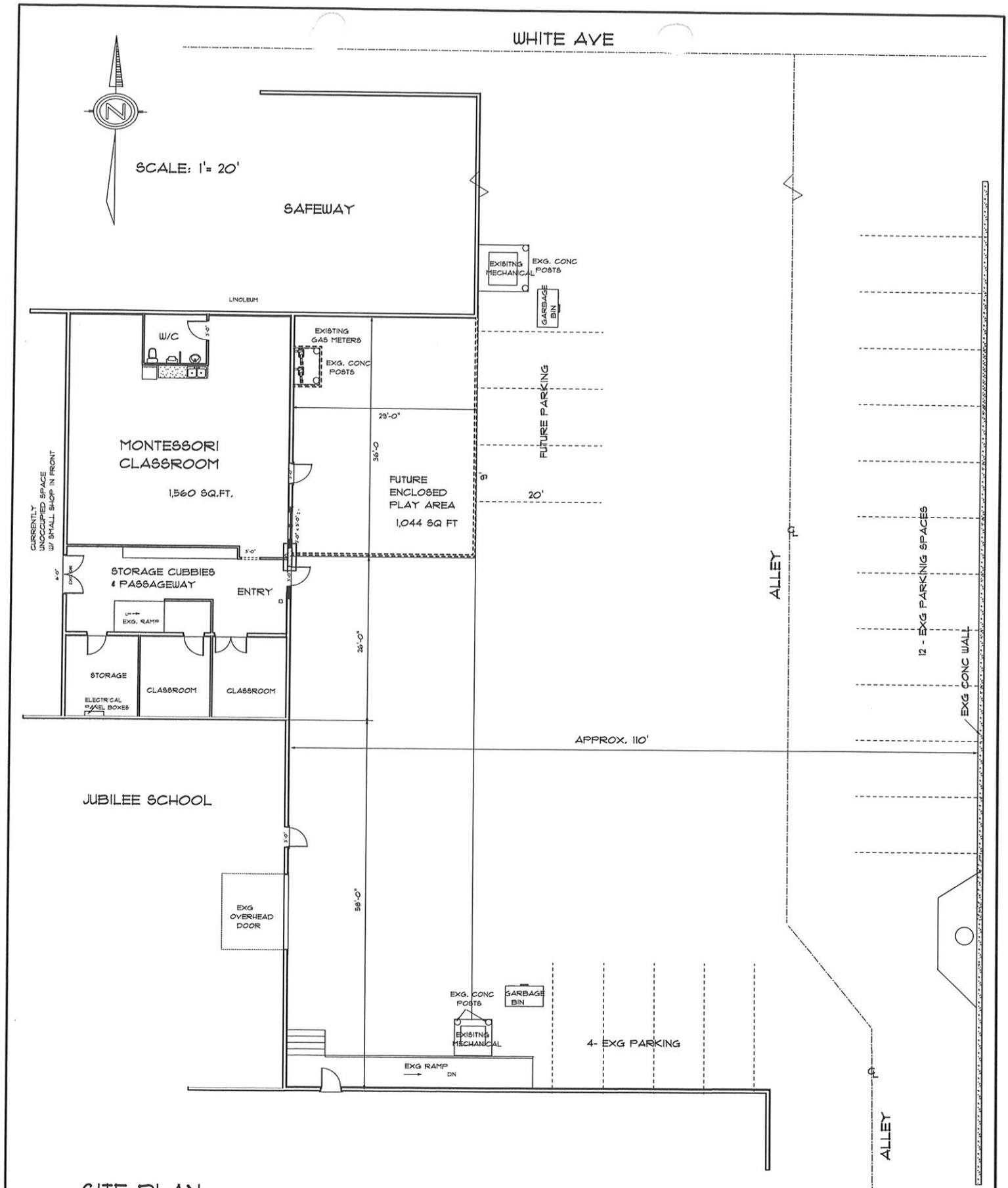
Name: N/A Position: _____

Is this person a minor? [ ] YES [ ] NO If so, please provide age: _____

OTHER POSITION:

Name: N/A Position: _____

Is this person a minor? [ ] YES [ ] NO If so, please provide age: _____



SITE PLAN

MONTESSORI SCHOOL

EASTSIDE MARKETPLACE
1420 SOUTH BLAIN STREET SUITE #
MOSCOW, ID

DATE: OCTOBER 2022

DE ANN ISENBERG
DRAFTING & DESIGN
253-861-2880
P.O. BOX MOSCOW ID 83843
disenbergdesign@aol.com

WHITE AVE
BLAINE ST
MOUNTAIN VIEW RD
MOUNTAIN VIEW RD
MERCE
TROY RD
PROPOSED
FACILITY

COMMITTEE STAFF REPORT

DATE: Tuesday, January 17, 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 27, 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: Approve 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 take other action as deemed appropriate.

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, Licensor 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 Licensor 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.

Licensor 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 Licensor 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 Licensor.

Licensee shall release Licensor 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 Licensor'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 Licensor 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 Licensor 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.

Licensor 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 Licensor 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 Licensor contemporaneously with the execution and delivery of this Agreement. In addition, Licensee agrees to promptly notify Licensor 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 Licensor or Licensee for their own willful or grossly negligent acts.

10. LIMITED LIABILITY

A. Licensor 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. Licensor 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 Licensor 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 longs 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:	Licensee:
Parks and Facilities Manager City of Moscow	MAMBA
206 East Third Street PO Box 9203	P.O. Box 8382
Moscow, Idaho 83843	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 EXECTUE

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:	LICENSOR:
MAMBA	CITY OF MOSCOW, IDAHO
_____	_____
Sandra Townsend	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 (NE¼ NW¼) 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,)
(ss.
County of Latah.)

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

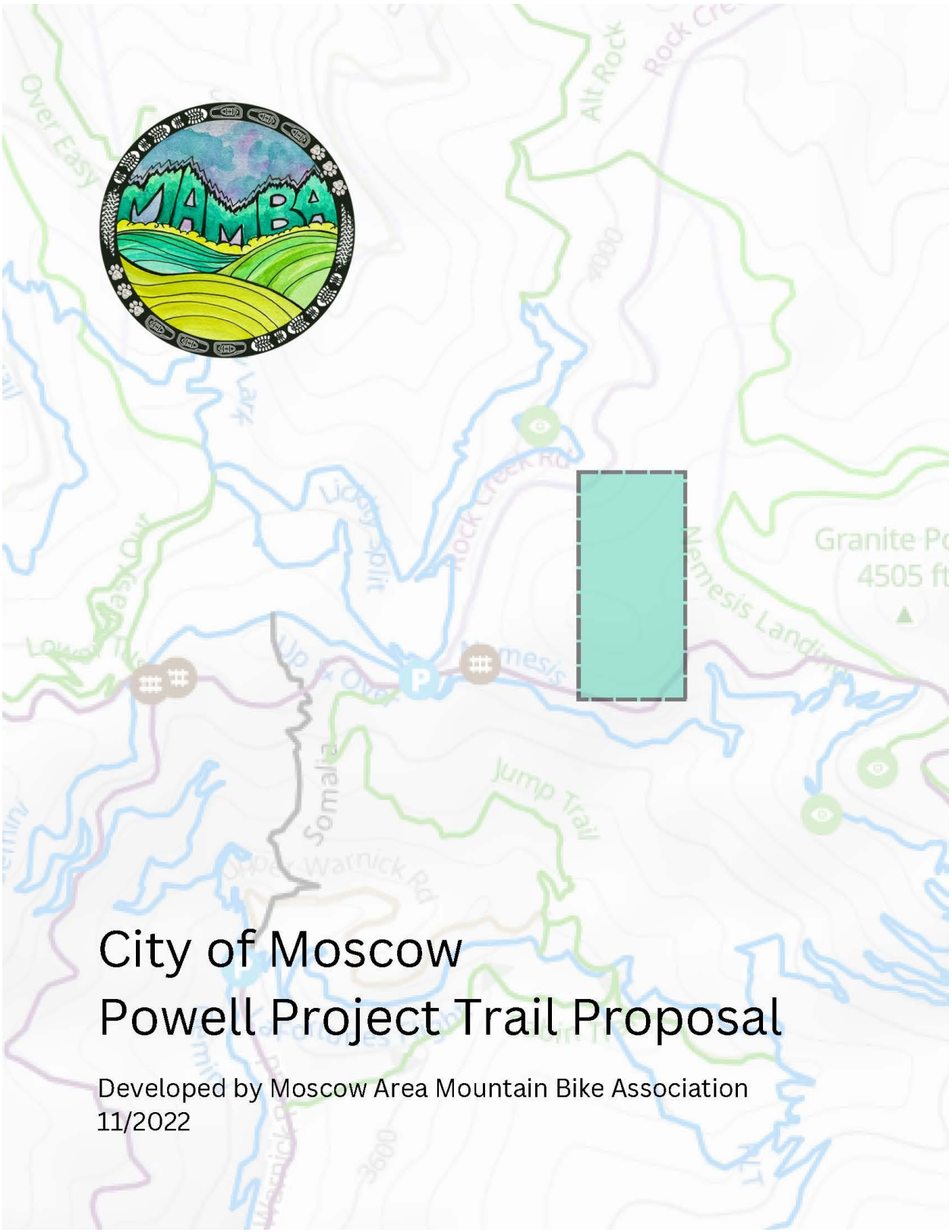
Abe Goff
Notary Public for Idaho, residing at Moscow, in Latah County.

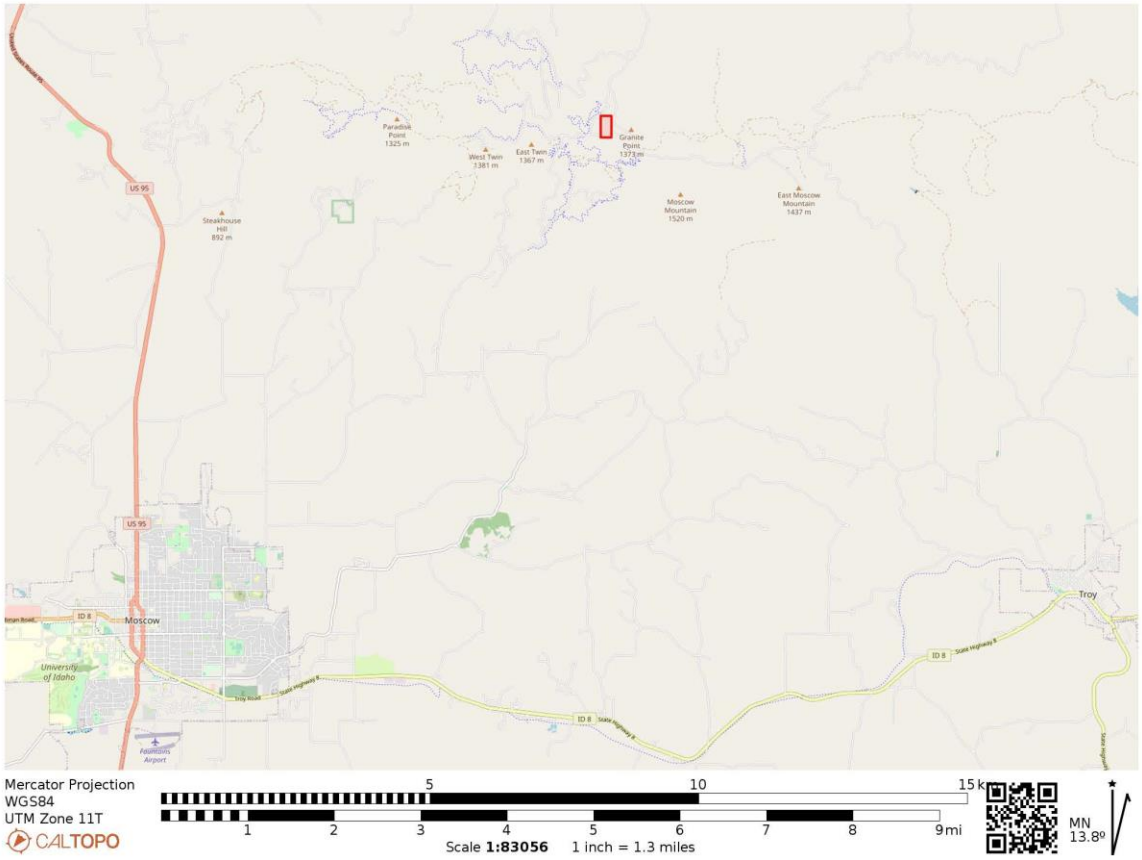
Filed for record October 8, 1941 at 12:15 o'clock P. M.
Request of City of Moscow Fee $0.60.

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

--::--

EXHIBIT B


Over Easy
Alt Rock
Rock Cre
4000
Larch
Lower Tiger Out
Jiggy Split
Rock Creek Rd
Nemesis
Nemesis Landing
Granite Po
4505 ft
Up & Over
Somalia
Jump Trail
Upper Warnick Rd
Warnick Rd
3600
City of Moscow
Powell Project Trail Proposal
Developed by Moscow Area Mountain Bike Association
11/2022


Paradise Point 1325 m
West Twin 1381 m
East Twin 1367 m
Granite Point 1373 m
Moscow Mountain 1520 m
East Moscow Mountain 1437 m
Steakhouse Hill 892 m
US 95
Moscow
ID 8
University of Idaho
Troy
Mercator Projection
WGS84
UTM Zone 11T
CALTOPO
5
10
15 km
1
2
3
4
5
6
7
8
9 mi
Scale 1:83056
1 inch = 1.3 miles
MN
13.8º

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

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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

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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
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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.

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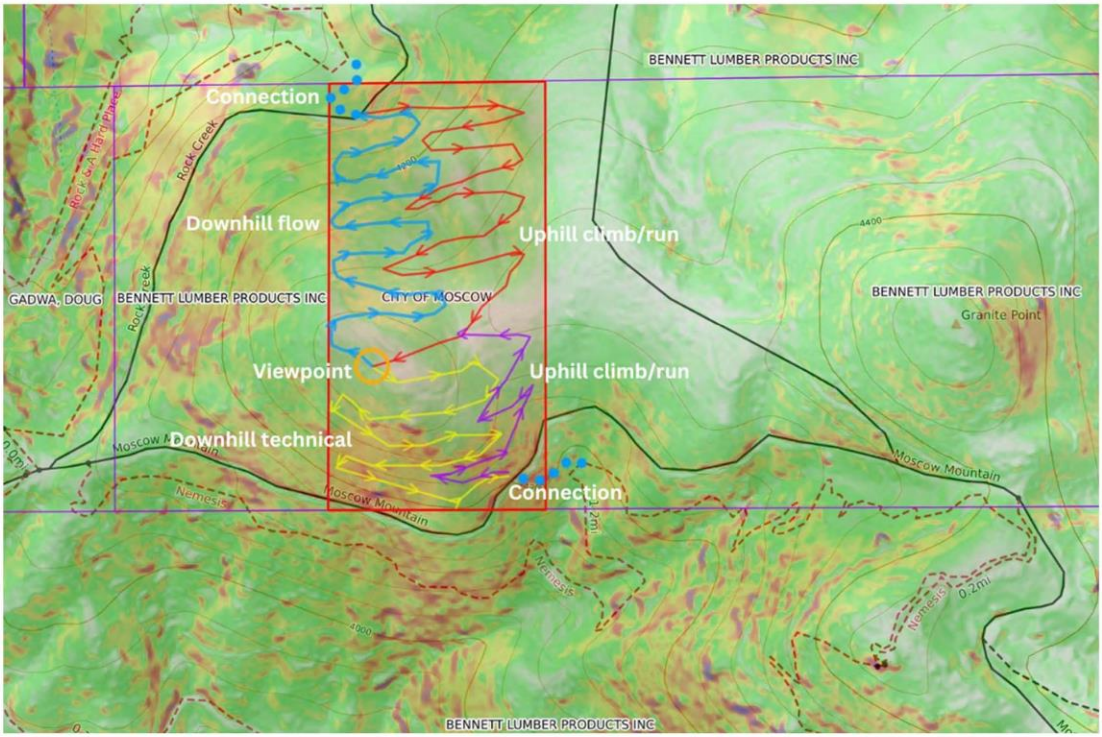

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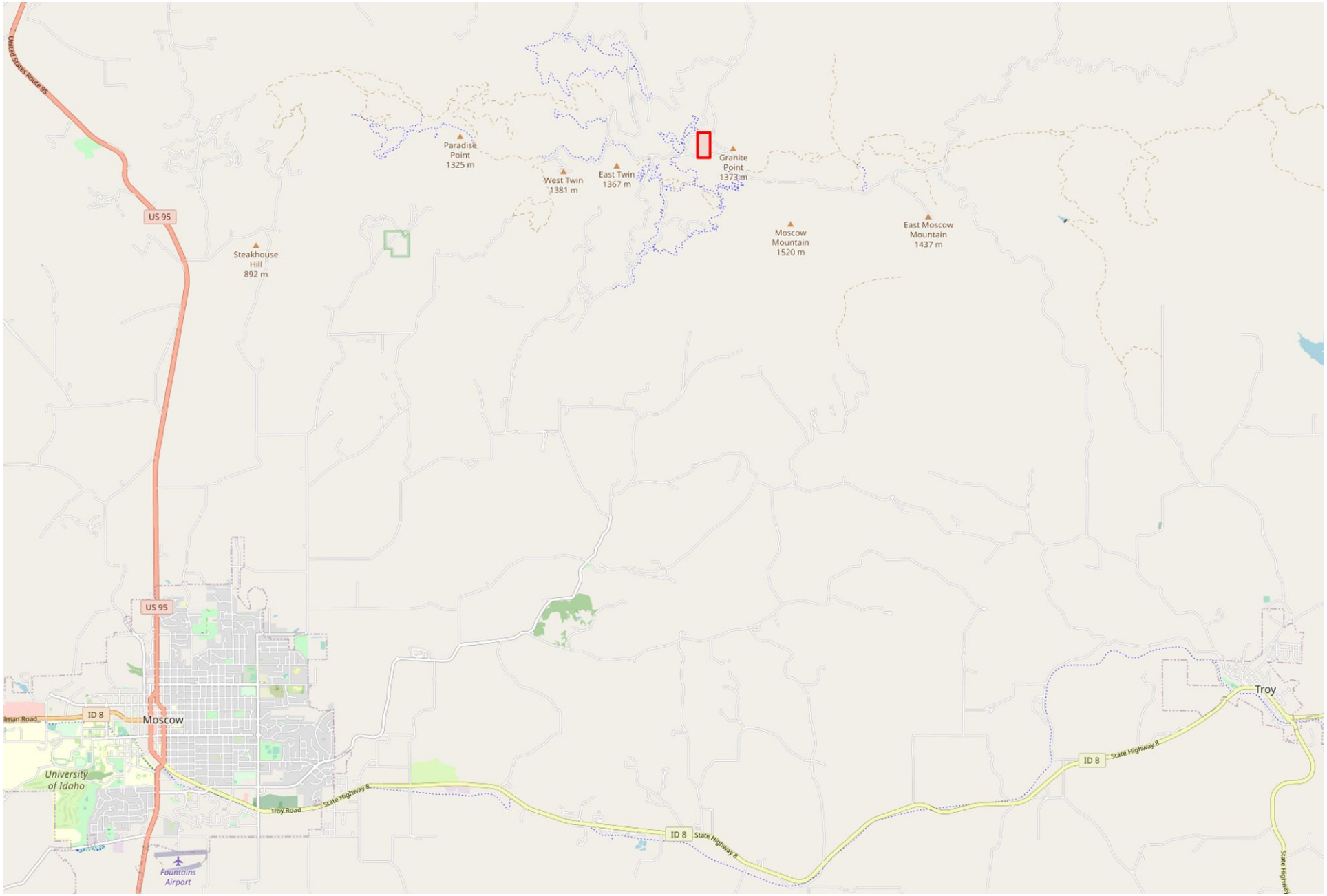
- EVOC trail builder backpack
- Dakine Trail builder backpack
- Stihl harness
- Hedge trimmer
- Brush cutter
- 5 loppers
- 5 pocket boy Silky Saws
- Fire extinguisher
- First aid kit
- Fuel
- Gas cans
- Leather gloves
- Eye protection
- Ear protection
- Wasp spray
- Carsonite signs
- Stickers for signs

City of Moscow
Powell Project Trail Proposal

Developed by Moscow Area Mountain Bike Association
11/2022



Mercator Projection
WGS84
UTM Zone 11T
CALTOPO

5 10 15 km
1 2 3 4 5 6 7 8 9 mi
Scale **1:83056** 1 inch = 1.3 miles

MN
13.8º

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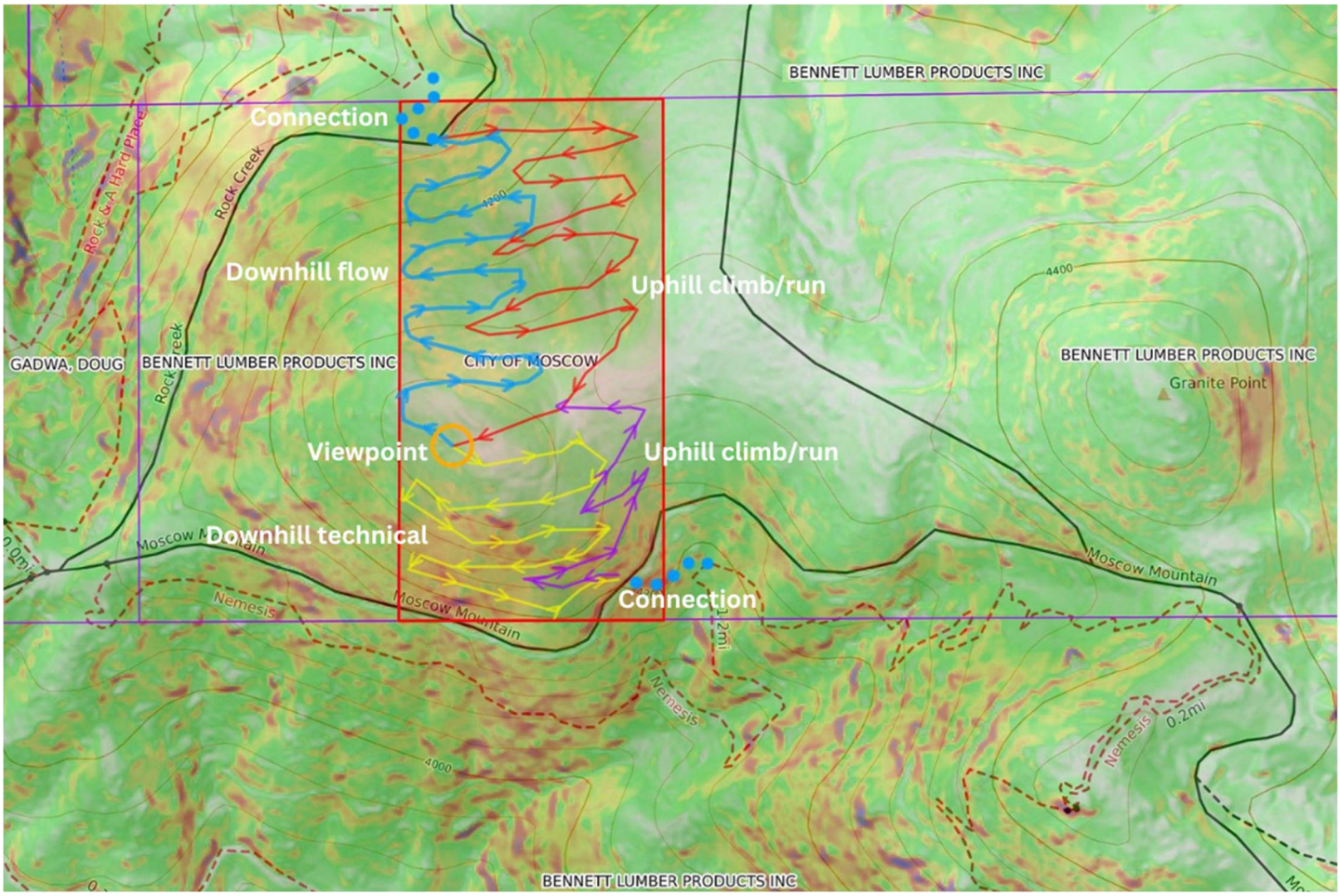

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- Stihl harness
- Hedge trimmer
- Brush cutter
- 5 loppers
- 5 pocket boy Silky Saws
- Fire extinguisher
- First aid kit
- Fuel
- Gas cans
- Leather gloves
- Eye protection
- Ear protection
- Wasp spray
- Carsonite signs
- Stickers for signs

CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 17, 2023

AGENDA ITEM TITLE

Lola Clyde Park - Land Water Conservation Fund Grant Request (ACTION ITEM) - Alisa Anderson / David Schott / Nate Suhr

RESPONSIBLE STAFF	REVIEWED BY
Alisa Anderson, Grants Manager, David Schott, Parks and Facilities Manager, Nate Suhr, Senior Engineering Technician	This item was reviewed by the Public Works/Finance Committee on January 9, 2023, and recommended for approval.

ADDITIONAL PRESENTER(S)	OTHER RESOURCES
	Other private, state, and local grant funding will be sought during the extended approval process for this grant request.

DESCRIPTION

City Staff is seeking approval to submit a federal funding request to the Idaho Department of Parks and Recreations (IDPR) for consideration under the Land and Water Conservation Fund for Lola Clyde Park. The project elements will include roadway frontage improvements, parking, and an internal pathway system within the lower portions of the park. If approved by IDPR and the Land and Water Conservation Board, the request will then be submitted to the National Park Service for further consideration. The grant application is due January 27, 2023, and includes a multi-level approval process. If awarded grant funding, the City would be notified in late 2023 but funding would not be available until 2024. It is anticipated if this funding is received the project will be designed and constructed in FY25-26. The match funding requirement is 50%. In addition to in-kind match for design, engineering inspection, and grant administration, the current Capital Improvement Program for FY23-26 includes an anticipated amount of $450,000. A copy of the Lola Clyde park development conceptual plan, the IDPR grant application requirements, and a preliminary cost estimate outlining the improvements to be funded by the grant, are attached to this report.

STAFF RECOMMENDATION

Approve the submittal of a grant request for Lola Clyde Park to the Idaho Department of Parks and Recreation under the Land and Water Conservation Fund in an amount not to exceed $750,000 in federal grant funds.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the submittal of a grant request for Lola Clyde Park to the Idaho Department of Parks and Recreation under the Land and Water Conservation Fund in an amount not to exceed $750,000 in federal grant funds, or take other action deemed appropriate.

FISCAL IMPACT

The Land and Water Conservation Fund requires a 50% non-federal match. The City Capital Improvement Program (CIP) FY2024 - FY2026 for Parks and Recreation has allocated $450,000 for Lola Clyde Frontage, Parking, and Park Development projects. Engineering design and construction management services will also be included in the project budget as an in-kind contribution.

PERSONNEL IMPACT

In-Kind Engineering and Design; Grant and Financial Administration

ATTACHMENTS

1. Grant_Program_Guidance_2024 LWCF Only
2. Lola Clyde Park Conceptual Plan
3. Lola Clyde 2023 Grant Estimate Final

Recreational Grant Program Guidance

RV Fund

Waterways Improvement Fund

Off Road Motor Vehicle Fund

Motorbike Fund

Recreational Trail Program

Recreational Road & Bridge Fund

Specialty Plate Funds

Land & Water Conservation Fund

Clean Vessel Account

Boating Infrastructure Grants

State Fiscal Year

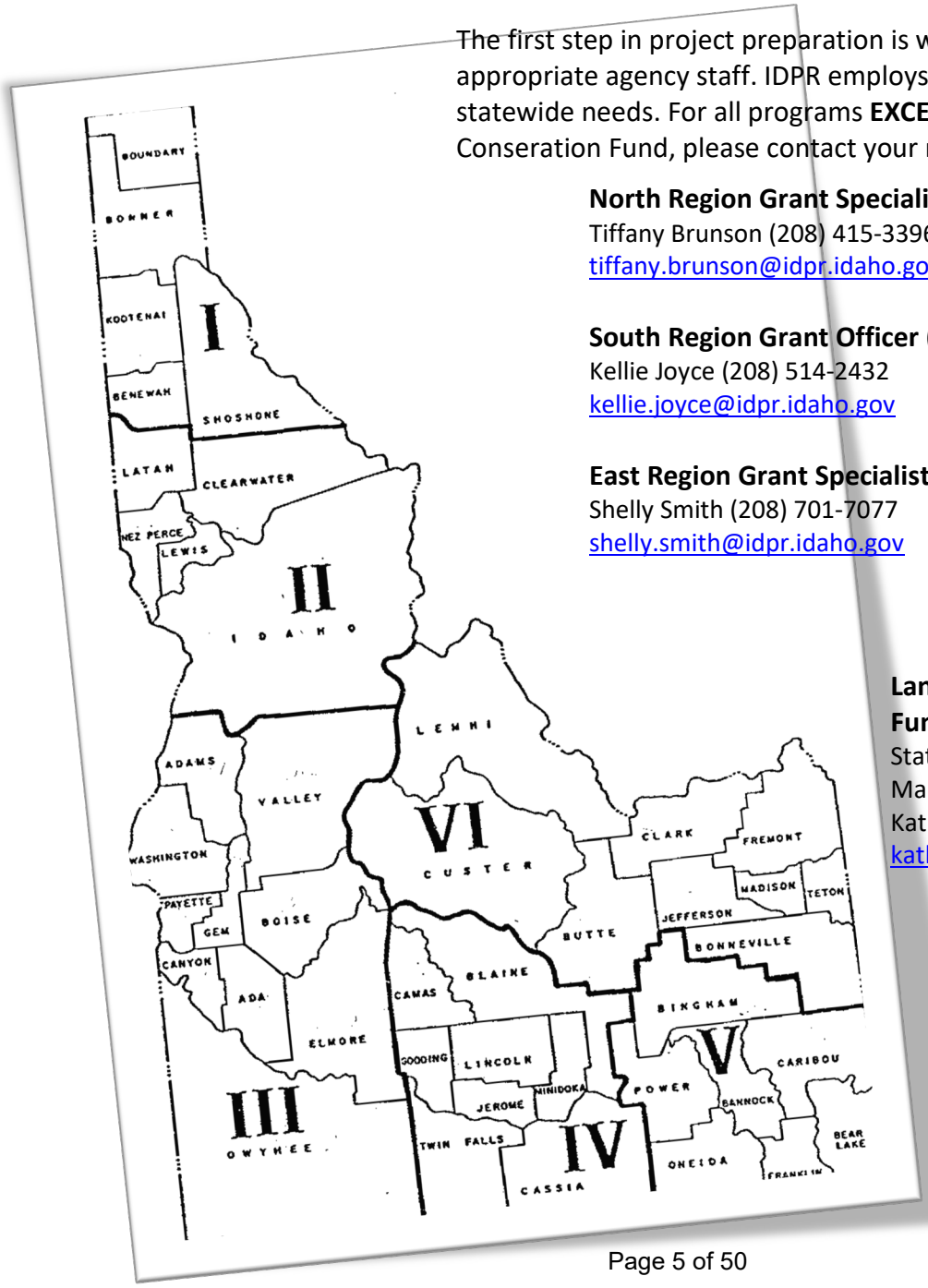
2024

1 Introduction

The purpose of this handbook is to provide information, forms and instructions to prospective grant applicants of the Idaho Department of Parks and Recreation (IDPR) Recreational Grant Programs. This information will inform you of the purpose of the grant programs, what is needed to apply and what will be required of you if the project is approved. You are encouraged to thoroughly review this information and contact grants staff with any questions prior to submitting your application.

1.1 Staff

The first step in project preparation is working with the appropriate agency staff. IDPR employs regional staff to cover statewide needs. For all programs **EXCEPT** the Land & Water Conseration Fund, please contact your regional specialist.



North Region Grant Specialist (Districts 1 & 2)
Tiffany Brunson (208) 415-3396
tiffany.brunson@idpr.idaho.gov

South Region Grant Officer (Districts 3 & 4)
Kellie Joyce (208) 514-2432
kellie.joyce@idpr.idaho.gov

East Region Grant Specialist (Districts 5 & 6)
Shelly Smith (208) 701-7077
shelly.smith@idpr.idaho.gov

Land & Water Conservation Fund Contact
State & Federal Grant Program Manager
Kathy Muir (208) 514-2431
kathy.muir@idpr.idaho.gov

1.2 Advisory Committees

Each IDPR grant program has an advisory committee, which is a very important component of the grant process. Most committees are comprised of representatives from each of the state's six planning districts (shown on the previous page). The Recreational Trails Program Committee represents user groups on a statewide basis. The Land & Water Conservation Fund Committee includes representatives with experience in community development or public outdoor recreation on a statewide basis.

Contact with advisory committee members to discuss project detail is highly recommended. If you have difficulty reaching a committee member, please contact your regional grant specialist.

Off-Road Motor Vehicle Fund Advisory Committee

Representing Districts 1 & 2
Pat Dingman-**Motorbike/ATV***
208-819-4593 (Coeur d'Alene)
dingmanp626@gmail.com

Shawn Slinkard-**Snowmobiling**
208-449-3688 (Sagle)
Shawn.slinkard@avistacorp.com

David Beauchene-**Non-motorized Use**
208-304-2067 (Sandpoint)
snowjunkie75@gmail.com

Representing Districts 3 & 4
Benjamin Esplin-**Motorbike/ATV***
208-989-6237 (Donnelly)
benesplin29@gmail.com

Rick Dolphus-**Snowmobiling**
208-810-0745 (Boise)
Snowhound101@gmail.com

Jake Howard-**Non-motorized Use**
208-389-1332 (Boise)
jakehoward354@gmail.com

Representing Districts 5 & 6
Scott Sheer-**Motorbike/ATV***
307-699-7344 (Victor)
Scottharleesheer@gmail.com

Z. Wade Kaufman-**Snowmobiling**
307-413-2057 (Driggs)
wade@horizonteton.com

Max Lohmeyer-**Non-motorized Use**
208-756-7613 (Gibbonsville)
max@ridesalmon.com

*** Motorbike Fund projects are rated by the Motorbike/ATV representatives above.**

Recreational Trails Program Advisory Committee

Lindsay Dressler-**Hiking** (Boise)
301-996-1268
lindsaydressler@gmail.com

Donn Dennis-**Motorbike** (Dalton Gardens)
208-772-5032
dddennis@roadrunner.com

Stacey Sorensen-**Bicycling** (Soda Springs)
208-709-1100
sandsunwaves@hotmail.com

Clint Hansen-**ATV** (Rexburg)
208-709-6350
clintlhansen@yahoo.com

Chris St. Germaine-Allen-**Cross Country Ski** (Weippe)
208-827-0845
cstgallen@gmail.com

Donald Horak-**Snowmobiling**
(Island Park) 406-671-2999
dhorak52@gmail.com

Stephen Hurley-**Equestrian** (Pocatello)
208-221-4626
steve@hurleystar.com

Paul Loutzenhiser-**4-Wheel Drive** (Athol)
208-661-5265
p.loutz1976@gmail.com

Dave Prouty-**Water Trails** (Boise)
208-720-0833
dave.prouty@gmail.com

Morgan Stage-**Disabilities** (Moscow)
208-870-2957
morgan.stage@gmail.com

⇨ Mountain Bike Fund projects are rated by the Recreational Trails Program Committee

Recreational Vehicle Advisory Committee

District I
Gary Dagastine (Post Falls)
208-818-5491
gary@nwrecumbentcycles.com

District II
Lynn Moss (Lewiston)
208-791-5846
slmoss1018@gmail.com

District III
VACANT

District IV
John Howard (Twin Falls)
208-861-3296
john@fallsbrand.com

District V
Glenn Powell (Pocatello)
208-233-7651
K9gp@hotmail.com

District VI
Kristine Staten (Idaho Falls)
208-313-3551
statkis@gmail.com

Waterways Improvement Fund Advisory Committee

District I
Ray Pipella (Sagle)
509-994-5976
ray@wildrosepromotionsllc.com

District II
Greg Dawson (Orofino)
208-827-0896
Gdawson1917@gmail.com

District III
Shay White (Meridian)
208-412-2833
Westernwhitehouserepair51@gmail.com

District IV
Kevin Horak (Heyburn)
208-650-9248
Khorak313@gmail.com

District V
VACANT

District VI
Kent Bateman (Idaho Falls)
208-715-1582
KSB1@blackfoot.net

⇨ **Cutthroat Plate Fund projects are rated by the Waterways Improvement Fund Committee**

Land & Water Conservation Fund Advisory Committee

Tom Governale - **Communities over 5,000** (Boise)
208-869-0844
tomgovernaleboise@gmail.com

Tamra Cikaitoga - **Communities under 5,000** (Ashton)
208-419-9565
tcikaitonga@co.fremont.id.us

Helen Stroebel - **Elderly** (Boise/Moscow)
208-830-4187
hstroebel73@gmail.com

Ken Knoch - **Minority** (Idaho Falls)
208-757-8094
kwknoch@gmail.com

Sherri Boelter - **Disabled** (Post Falls)
707-295-2197
sherri@dacnw.org

Dave Ricks - **State/Federal** (Boise)
208-331-3882
rickswolverton@aol.com

Ted Koch – **State/Federal** (Garden Valley)
208-912-5233
Ted_koch@yahoo.com

Steve Frost - **State/Federal** (Fairfield)
208-731-5688
steven.frost@usda.gov

Mike Roach - **Park Board** (Fairfield)
208-688-0701
mdroach@sitestar.net

1.3 Important Dates

Summer 2022 – Contact IDPR for field review.

September 2022 – Announce grant workshops/availability of funds.

October 2022 – Conduct grant workshops throughout the state.

December 2022 – IDPR preliminary review of draft applications.

January 27, 2023 – All applications must be submitted in the electronic system. Applications received after the deadline are automatically ineligible to compete for funding. The electronic system will close at 5 p.m. Mountain Standard Time and you will be unable to submit applications after this deadline.

February 2023 – IDPR staff review applications for eligibility and distribute to respective advisory committee members.

March 2023– Advisory committee evaluates and rates applications.

May 2023 – IDPR Park Board approves grants for award.

June 2023 – Applicants contacted.

After July 15, 2023 – State funding available. (See note below)

Please note the Recreational Trails Program and Land & Water Conservation Fund awards are **not announced until federal partners approve applications**, which is delayed beyond state awards. The earliest projects will be awarded is September/October. Do not start work on a project until you have a signed agreement or costs will not be reimbursed

1.4 Deadline/Timeline

Project applications will be received by the Idaho Department of Parks & Recreation (IDPR) at the Boise office at least once per state fiscal year, typically in January. Applicants are encouraged to submit a draft application in December, giving department staff time to request any needed changes to make the project eligible. Grants must be received in the electronic system by Friday, January 27, 2023 to be eligible for the grant cycle. **NO HARD COPY APPLICATIONS ARE ACCEPTED.** Applicants are required to submit proposals electronically at:

idaho.smapply.io

Applications received during this grant period will be rated by the advisory committees in March and awarded by the Idaho Park and Recreation Board in May. These funds are typically available after July 15th and applicants have one year to expend the funds.

All applications and supporting documentation (i.e., letters of commitment, public notice) must be received by IDPR in the electronic system by the January 27, 2023 deadline. Applications missing documentation to make the project eligible WILL BE SUBJECT TO DISQUALIFICATION.

Applications

A comprehensive, well-written application provides all the information necessary for IDPR staff and the advisory committees to review. Incomplete applications are subject to disqualification. The narrative is the heart of the application and is your opportunity to communicate the need of the project. While composing the narrative and assembling support materials, pay close attention to the evaluation criteria. The advisory committee evaluates your project only on the criteria.

Applications are due in the system no later than January 27, 2023. The system will close at 5 p.m. Mountain Standard Time and you will not be allowed to submit after this time.

2.8 Land & Water Conservation Fund (LWCF)

2.8.1 Introduction

The congressional intent of the Land and Water Conservation Fund (LWCF) is to acquire, develop, and maintain outstanding property into **perpetuity** for outdoor recreation purposes. It is important that quality recreation facilities are developed for the people in our community and our state for future generations.

With the passage of the Federal Land and Water Conservation Fund Act of 1964 (Public Law 88- 578; 78 Stat. 897) funds were made available to the states for the "planning, acquisition and development of needed land and water areas and facilities." This law requires each state to prepare an acceptable comprehensive outdoor recreation plan before acquisition and development projects are considered. Idaho's plan is the "Statewide Comprehensive Outdoor Recreation and Tourism Plan" (SCORTP).

There are several steps in applying for LWCF money. The project proposal is used to determine a project's eligibility. IDPR staff checks proposals against SCORTP priorities for eligibility. In addition, it will allow IDPR the opportunity to provide you technical assistance in submitting an application.

Eligible projects are then presented to the LWCF Advisory Committee. Sponsors are asked to give an oral presentation on their project. The advisory committee rates and ranks the projects in priority order for recommendation to the Idaho Park and Recreation Board.

If your project is recommended for approval by the board, IDPR will request an application. You must be prepared to make a financial investment to properly submit an application. The application requires complete information such as specific site plans with drawings, cost estimates, title information, appraisals, State Historic Preservation Office (SHPO) clearance, and an environmental assessment. Depending on your resources and the type and size of the project, this may require that you employ architects, engineers, surveyors, cultural resource consultants, attorneys, and appraisers. In addition, all costs to qualify a project must be assumed by the applicant. These may include a state appraisal review or engineering review. Some of these costs may be reimbursed if the project is approved. Information on

reimbursement is provided in the program rules (See IDAPA 26 Title 01 Chapter 33).

2.8.2 Eligibility

2.8.2.1 Sponsors

Funds are made available to the following political subdivisions of the State of Idaho through IDPR:
a. Incorporated Cities
b. Counties
c. Recreation Districts
d. State Agencies
e. School Districts

2.8.2.2 Partnerships

In situations where two or more agencies jointly apply and/ or manage a facility, only one agency may act as the "managing partner." This means they assume responsibility for the application and construction, must have control and tenure of the property, must manage the completed project into perpetuity, and must act as liaison to IDPR.

2.8.2.3 Eligible Projects

IDPR grants are available for up to 50% of the cost to acquire and/or develop land, which is to be used for public outdoor recreation uses. Acquisition of less than fee interest, such as easements and development rights, will be considered in the same manner as simple fee acquisition subject to the following conditions:
(1) The interest cannot be revocable;
(2) The value can be supported through standard appraisal techniques;
(3) Recreation can be demonstrated as the primary purpose of the acquisition.

Acquisition of leases is not eligible.

Projects must address outdoor recreation needs as outlined in the current Statewide Comprehensive Outdoor Recreation Plan (SCORP) to be eligible. The SCORTP may be viewed at: http://www.parksandrecreation.idaho.gov/scorp

LWCF administration is subject to all applicable state and federal statutes, rules, ordinances, and requirements.

Project sponsors and all contractors will be required to comply with all federal and state laws pertaining to equal opportunity employment, civil rights, competitive bidding and contracting procedures, acquisition procedures, etc.

2.8.2.4 Contracts (Project Agreements)

Following acceptance of the federal application, project sponsors will be required to execute a project agreement (contract) with IDPR covering the terms of the LWCF Program provided below. The application information you provide will constitute the specific terms of this agreement. Breach of this agreement during the project may result in the return of the funds involved and the termination of future financial assistance available under this program. After the project is completed, breaking the agreement will result in replacing the facility or correcting the damage at the project sponsor's expense.

It is important that the sponsor clearly understand that this agreement will obligate them to a perpetual commitment to IDPR for this project.

2.8.2.5 Project Time Limitations

The Idaho Department of Parks and Recreation Board has established a policy which limits projects to a period that encompasses two work seasons.

If there is no significant physical development on the project site within one work season after the project is approved, funds for the project can be withdrawn.

2.8.2.6 Disabled Access

All completed facilities must reasonably provide handicapped access and features, which comply with the Americans with Disabilities Act Guidelines. Failure to adequately provide disabled access is the most common factor delaying reimbursement.

Sponsors are expected to give all individuals the opportunity to use public facilities. Plans for handicapped accessibility must be clearly shown on all application materials. If a specific scope element is not going to be accessible, a clear explanation must be made in the application.

2.8.2.7 Park/School Projects

Projects must be clearly designed and located to primarily meet identified needs for general public outdoor recreation. They, secondarily, may provide a school district's outdoor education, physical education and recreation facilities. Facilities to be used for varsity athletics are ineligible.

2.8.2.8 Legal Documents

You will be required to submit and have approved all deeds, title insurance policies, leases, appraisals, etc. **Difficulties in acquiring or documenting property ownership are a primary reason many projects are denied.** Please be specific on these matters.

2.8.2.9 Title Requirements

The LWCF includes a requirement that sponsors own or exercise control over properties to be developed with assistance from the fund. This can be done through outright ownership or through an easement.

Regardless of whether the project is to acquire or develop property, it is necessary to inquire about the current status of the property at the time of the application. This requirement is satisfied by the issuance of an opinion from the Office of the Attorney General. The Attorney General's review is based on the title documents provided in the application. Generally, a current title policy is the preferred document on which to base an opinion concerning ownership and restrictions for outdoor recreation.

If a title policy exists but is not current, clarification may be necessary. This can be accomplished inexpensively by contracting with a title company for a "lot book search." A "lot book search" will reveal the ownership of a parcel and all recorded interests as of the date of search. It provides no title guarantees. It is most useful when there is already a title policy in effect prior to application.

There are other methods of reviewing title for LWCF purposes besides use of a title policy in conjunction with a "lot book search." Opinion letters by the project sponsor's attorney may be issued based on other documentation when appropriate as determined by IDPR.

The cost of a title policy is not reimbursable.

2.8.2.10 Description of Property and Applicability

You will be required to establish project boundaries based on the title information provided in your application. All lands immediately adjacent to this site, which are designated as recreational must be identified as being within the project boundaries. A final determination will be made during a pre-award inspection.

All LWCF requirements will pertain to the total facility and all future developments.

Upon completion of the project and before final reimbursement you will be required to provide an "as built" map, and a written project summary.

Property rights obtained with LWCF assistance must be free of all reservations or encumbrances that would limit the use of the site disproportionate to the public benefit.

2.8.2.11 Title Restrictions

After you have taken title to the property and before you apply for final reimbursement, all property affected by the grant must be dedicated to outdoor recreation use in perpetuity by a recorded "Deed of Right to Use Land for Public Recreation Purposes."

2.8.2.12 Project Records

The project sponsor must maintain project records for three years after final payment. The material shall be maintained beyond the required three-year period if audit findings have not been resolved. The project sponsor must maintain property records in perpetuity.

2.8.3 Funding

2.8.3.1 Participant's Matching Share

Project sponsors must provide, as matching share, the balance of a project's cost (at least 50%). Project sponsors share can be local funds, state funds, force account or donation of privately owned lands.

2.8.3.2 Use of Other Grants As Match

State grants may be used as the sponsor's matching share. However, the grant must be approved prior to being listed as a source of financing the project in the application. The sponsor may obligate city funds to the grant in the application and then change this obligation once a grant is approved during the project. This must be done through a written request to IDPR.

2.8.3.3 Reimbursement

This is a reimbursement program. Sponsors will be required to initially finance 100% of the project.

On projects of less than $100,000 ($50,000 matching share) the project sponsor must assume the full cost of the project of which 50% will be reimbursed.

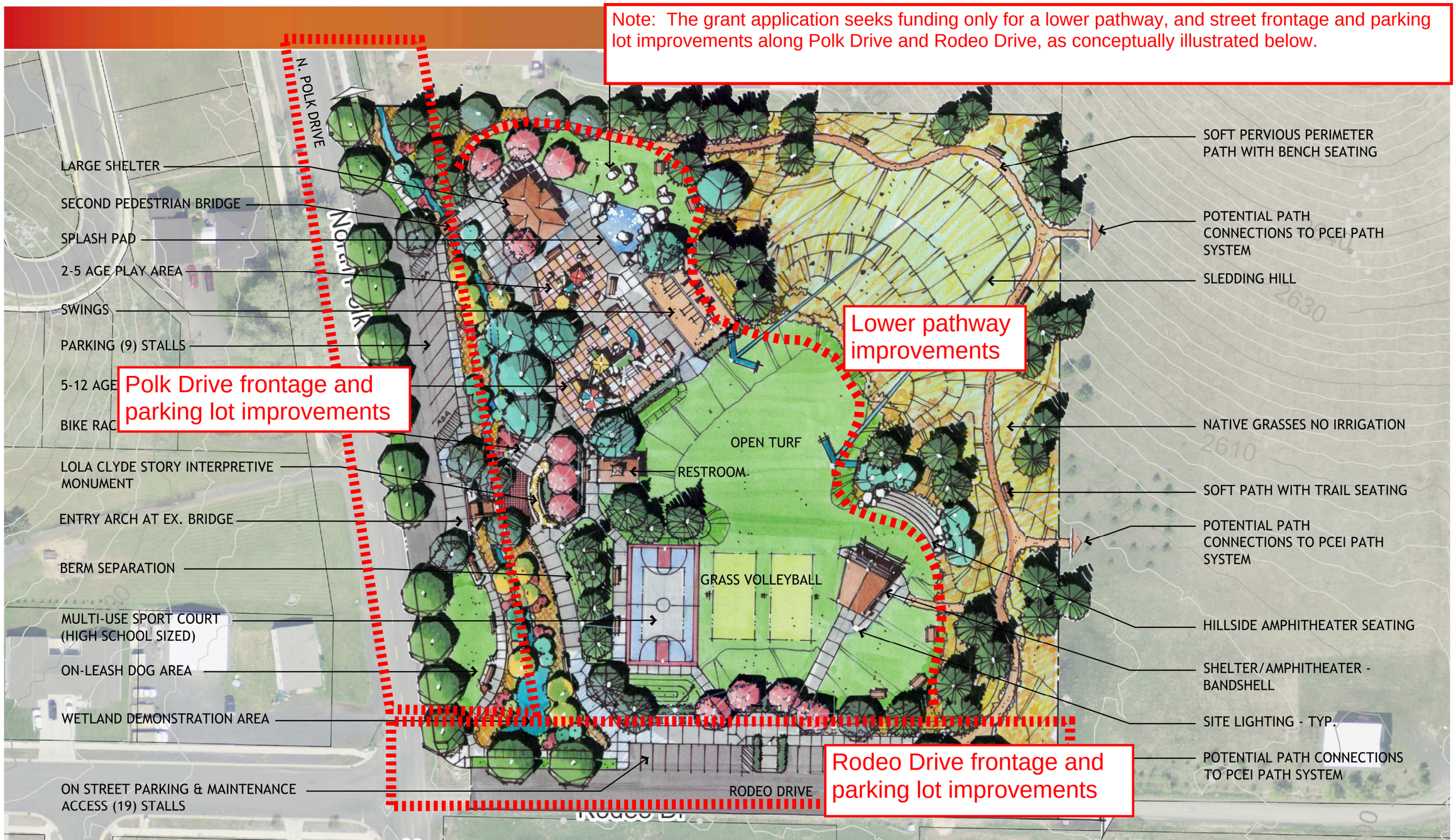
For projects with a total cost of more than $100,000 ($50,000 matching share) partial reimbursements may be negotiated prior to the signing of the project agreement. A total of 50% of the eligible cost of each billing will be reimbursed. Partial reimbursement by IDPR shall never exceed the cash expended on the project. Sponsors will not be permitted to use (In-Kind) contributions, or donated real property for partial reimbursement. A 25% hold back will be made on all partial reimbursement which is payable at the completion of the project.

To receive total reimbursement, the project must be completed according to the project agreement and receive an approved final inspection. Sponsors should not plan to use LWCF reimbursement as "seed money."

Specific recreation scope elements will be provided as part of the project agreement. These scope elements are determined from the application information you submit. It is the project sponsor's responsibility to manage total project costs. You will be responsible to complete the project as outlined in the project agreement and for any additional costs over the approved project amount. Limited cost increases may be available but should not be anticipated.

Costs for operation and maintenance are not reimbursable under this program. Preliminary costs to acquire property, including

Note: The grant application seeks funding only for a lower pathway, and street frontage and parking lot improvements along Polk Drive and Rodeo Drive, as conceptually illustrated below.



Moscow, Idaho

Lola Clyde Park

Conceptual Master Plan

March 24, 2016

NORTH 0 15 30 60

Preferred Alternative

CITY OF MOSCOW IDAHO

BWA BERNARDO | WILLS ARCHITECTS PC

Lola Clyde Park Grant 2023
Preliminary Cost Estimate
Revised 1/05/2023

Estimated Costs

Path - Lower Loop:	**$**	**251,850.29**
15% Contingency	**$**	**32,000.00**
Total Cost Lower Loop:	**$**	**283,850.29**
Parking Lot:	**$**	**192,099.74**
15% Contingency	**$**	**24,000.00**
Total Cost Parking Lot:	**$**	**216,099.74**
Polk Street Improvements:	**$**	**305,963.25**
15% Contingency	**$**	**39,000.00**
Total Cost Polk Street:	**$**	**344,963.25**
Rodeo Drive Improvements:	**$**	**309,187.28**
15% Contingency	**$**	**39,000.00**
Total Cost Rodeo Drive:	**$**	**348,187.28**
TOTAL COST	**$**	**1,193,100.55**

Estimated In-Kind Match		
Engineering Design (In-Kind)	$	127,500.00
Construction Inspection (In-Kind)	$	169,900.00
Grant Administration (In-Kind)	$	50,000.00
Total	$	347,400.00

Estimated Funding		
Grant Funding	$	750,000.00
City of Moscow Capital Contribution	$	450,000.00
Total	$	1,200,000.00

*Note:
The in-kind numbers are based on a design cost of 15% and a construction inspection cost of 20% of the total construction costs.