

Administrative Committee



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208-883-7015

**Monday
February 27, 2023**

3:00 PM

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

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

REGULAR AGENDA

1. Approval of Administrative Committee January 23, 2023 Minutes (ACTION ITEM) - Taylor Riedner

2. Earth Day Celebration Alcohol Use Request in East City Park (ACTION ITEM) - Amanda Argona

Inland North Waste is sponsoring an Earth Day Celebration on Saturday, April 22nd, from 3 to 7 pm in East City Park. The annual event honors the ways our community protects and preserves our environment and is offered free of charge. Live music and eco-minded organizations are part of this event, in addition to food and a beer garden. The applicant anticipates 1 (one) licensed beer and/or wine vendor in the beer garden, which is estimated to be 25'x25' in size. Following standard operating procedures for events with alcohol within a City Park, Inland North Waste is requesting the allowance of attendees to possess and consume alcoholic beverages within the 25'x25' beer garden during the aforementioned date and time. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration to permit this typically prohibited activity.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the possession and consumption of alcoholic beverages in the designated beer garden in East City Park for Earth Day Celebration for the duration of the event; or provide staff with further direction.

3. Lewis Clark State College and City of Moscow Facilities Agreement (ACTION ITEM) - Brian Nickerson

Lewis Clark State College (LCSC) has approached the City of Moscow to request occasional use of the Moscow Fire Department's training facilities, equipment, and tools to conduct its Firefighter Training Program. The attached Memorandum of Understanding enumerates the benefits of entering into such an agreement with LCSC, the City's general responsibilities upon approval, LCSC's general responsibilities upon approval, terms, compensation, termination of the agreement and general provisions.

PROPOSED ACTIONS: Recommend approval of the agreement for use of facilities with Lewis Clark State College; or provide staff further direction.

4. 2023 Moscow Farmers Market Handbook (ACTION ITEM) - Amanda Argona

In 2018, the Moscow Farmers Market implemented the first iteration of the Moscow Farmers Market Handbook. The Handbook is an expanded policy document meant to provide clarity and serve as a resource for anyone seeking information on the Market, as well as hold Market participants accountable for operating procedures. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the proposed changes to the Handbook on February 7, 2023, and unanimously accepted all changes for approval and adoption by the Council for the 2023 Market Season.

PROPOSED ACTIONS: Recommend approval of the 2023 Moscow Farmers Market Handbook, or provide staff further direction.

ADJOURN

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

Administrative Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
January 23, 2023

3:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Hailey Lewis, Gina Taruscio, Maureen Laflin

OTHERS: Mayor Art Bettge, Councilmember Sandra Kelly, Councilmember Julia Parker

STAFF: Bill Belknap, Cody Riddle, Roger Lanier, Mia Bautista, Taylor Riedner

REGULAR AGENDA

1. Approval of Administrative Committee January 9, 2023 Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Approval of Memorandum of Understanding between the City of Moscow and the Idaho Transportation Department to establish a Car Seat Inspection Station (ACTION ITEM) - Capt. Roger Lanier / Officer Eric Warner

The City of Moscow is entering into a Memorandum of Understanding (MOU) with the Idaho Transportation Department (ITD), Office of Highway Safety, Car Seat Program. The purpose of this MOU is to establish a car seat inspection station where parents and caregivers can learn how to keep children safe while training in passenger vehicles by using appropriate car seats, booster seats or seat belts correctly. This is accomplished through one-to-one instruction provided by nationally certified Child Passenger Safety technicians.

PROPOSED ACTIONS: Recommend approval of the Memorandum of Understanding between the City of Moscow and Idaho Transportation Department; or provide staff further direction.

Lanier introduced the item by providing background of the safety program and previous grants and car seats the city has received. A handout (attached) was given to summarize the program and grant history and changes of the program. Car seats have approximately a 5-year life cycle of use depending on the manufacturer. The Committee recommended approval and that it be placed on the Council consent agenda.

3. Personal Delivery Devices License Agreement-Starship Technologies (ACTION ITEM) - Cody Riddle

Starship Technologies is seeking a non-exclusive license agreement to operate personal delivery devices in the public right-of-way.

PROPOSED ACTIONS: Recommend approval of the proposed license agreement; or provide staff further direction.

Riddle introduced the item by reflecting on the Idaho Code that affects these devices, Title 40, Chapter 23 which gives the devices similar rights as pedestrians and states the City cannot prohibit their operation on the sidewalks. However, the City does have some authority to adopt some standards of operations such as speed which is what the agreement covers. Some of the agreement highlights include quantity limitation, duration of approval, certain event prohibition, contact information, and reporting requirements. Staff have

recommended changes since the release of the meeting packet, including reducing the speed limit to 4mph and prohibiting the delivery of alcohol. Public feedback has included alternating language on standards for the number of devices and recommended providing a specific reference to health department regulations. Currently there are 15 active devices on the U of I campus which are kept at the Vandal store on campus. The University has expressed satisfaction with the use so far and the only incident involving the devices has involved construction projects. The City does not have the authority to prohibit the operation, it can only restrict the limitations of it.

Andrew Tucker (Moscow) is the point of contact regarding the devices and commented that safety is definitely the most important concern. The company has agreed with the request for reduced speed. Vendors and customers have an app to operate the devices and they can hold approximately two large grocery bags worth of items. Expansion of the program and increase of devices will be dependent on customer base and the need. The delivery fees would be the responsibility of the customer.

The Committee recommended approval with the two changes recommended by staff, and that it be placed on the Council consent agenda.

4. Fee Resolution Amendment to include fees for Personal Delivery Devices (ACTION ITEM) – Cody Riddle

On August 1, 2022, the City Council adopted Resolution 2022-23, establishing fees for services to take effect on October 1, 2022 (Fee Resolution). Since that time, staff has developed an agreement for licensing the operation of personal delivery devices in the City right-of-way. As there is staff time to administer this license, a new fee of \$250.00 is proposed. Per Idaho Code 63-1311A, amendment of the Fee Resolution to include a new fee requires a public hearing. Staff has noticed the hearing per Idaho Code and the draft resolution is presented to the City Council for review. The new fee is listed as Item J, located on page 17 of the attached resolution. It is identified as "Personal Delivery Devices Annual License Fee". This is the only change proposed to the existing fee structure.

PROPOSED ACTIONS: Recommend scheduling a public hearing at the regular City Council meeting of February 6, 2023 to consider adoption of the FY2023 Fee Resolution amendments, or provide staff further direction.

Riddle introduced the item as written above and explained the fee is per applicant. Needing no further discussion, the Committee recommended approval of the public hearing and that it be placed on the Council regular agenda.

REPORTS

No report needed.

ADJOURN

The meeting adjourned at 3:31 p.m.

Child Passenger Safety Technician Program (Car Seat Program)

Brief history:

- Started as a regional coalition of safety providers 2003-(MPD, MVFD, Gritman, St. Joes, Public Health Dept., Ni Mi Pu Health and a few others.
- Grant money from ITD for equipment and training.
- To get car seats to families in need and provide training on proper installation.
- MPD was lead with Ofc. Marie Miller, she handled all of the grants and reporting and maintained the trailer.
- Anyone in the coalition can organize and sponsor an event and use the equipment and give away seats.
- Events: Newbill safety fair, National Night Out, Walmart, other regional events/fairs.
- Individual checks and free car seats by appointment with a tech.
- Included Car Seat Safety Techs from Idaho and Washington.

Changes:

- Washington has their own program so no more Washington events with ITD grant money. They need to use the Washington grant.
- Reporting and management of the program became almost a full-time job.
- COVID
- Overall event and training managed out of CDA Public Health office.
- Changed from granting regional coalitions to ITD managing the grant money and providing direct purchase and drop shipments of seats to coalition members for events.

Need for MOU:

- When we were the sub grantee we agreed to all of the conditions of the grant.
- With direct shipments of car seats and ITD managing the grant, they want an MOU to ensure we are complying with the same goals of getting car seats to those in need and reporting our efforts.
- Nothing else has changed.

Year	Grant Funding	Seats Purchased	Tech Training
2016	\$10,000	182	11
2017	\$10,000	177	10
2018	\$15,000	226	12
2019	\$16,000	170	0
2020	\$21,538	73	0
2021	\$12,500	46	0

COMMITTEE STAFF REPORT

DATE: Monday, February 27, 2023



RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

Cody Riddle, Deputy City Supervisor - Community Development

OTHER RESOURCES

AGENDA ITEM TITLE

Earth Day Celebration Alcohol Use Request in East City Park (ACTION ITEM) - Amanda Argona

DESCRIPTION

Inland North Waste is sponsoring an Earth Day Celebration on Saturday, April 22nd, from 3 to 7 pm in East City Park. The annual event honors the ways our community protects and preserves our environment and is offered free of charge. Live music and eco-minded organizations are part of this event, in addition to food and a beer garden. The applicant anticipates 1 (one) licensed beer and/or wine vendor in the beer garden, which is estimated to be 25'x25' in size. Following standard operating procedures for events with alcohol within a City Park, Inland North Waste is requesting the allowance of attendees to possess and consume alcoholic beverages within the 25'x25' beer garden during the aforementioned date and time. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration to permit this typically prohibited activity.

STAFF RECOMMENDATION

Recommend approval of the resolution allowing for the possession and consumption of alcoholic beverages in the designated beer garden in East City Park for Earth Day Celebration for the duration of the event.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the possession and consumption of alcoholic beverages in the designated beer garden in East City Park for Earth Day Celebration for the duration of the event; or provide staff with further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Earth Day Celebration
2. Resolution 2023_Beer-Wine_City Parks_Earth Day (002)_clean

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: Earth Day **Event Date(s):** April 22, 2023

Event Location: East City Park

Event Start time: 4pm **Event End time:** 7pm

Individual responsible per Event Application/Parks Reservation: Elizabeth Prasil

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.

Elizabeth Prasil

24 January 2023

Signature of Individual responsible for Event

Date

Date Received: 1/24/2023

Date non-refundable fee paid: 1/24/2023

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): April 22, 2023 Begin time: 4pm End time: 7pm

Event Location: East City Park

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

Alcoholic Beverages Available ☐ No ☒ Yes - Purchaser: Moscow Alehouse
(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: Family friendly event to celebrate Earth Day

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

Name of requesting person/Group/Organization: Inland North Waste

Person responsible for Group or Organization: Stevie Steely-Johnson

Requesting Person's Address: PO Box 8036 Moscow, ID 83843

Phone Number: 208-310-1832

Email Address: eprasilappearances@gmail.com

Daytime phone number is required

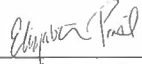
Permits will be returned by email unless otherwise requested

Responsible person available **AT AND DURING** this event: Stevie Steely-Johnson

Cell- or contact-phone during event: 208-559-8360

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:  Date: 24 January 2023

☒ APPROVED ☐ DENIED

Date permit valid: 04-22-23

Hours permit valid: 4pm-7pm

Noise level (dba) shall not exceed 85 dba

at ☐ source at ☐ property line

Other Conditions: None

James Fry, Jr.
James Fry, Jr. (Jan 27, 2023 16:13 PST)

Police Chief or Designee (208) 883-7054

Earth Day Noise Exemption

Final Audit Report

2023-01-28

Created:	2023-01-27
By:	Amanda Argona (aargona@ci.moscow.id.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA72UDOKacOKIJnu7TVS2I101YwAOtkCOO

"Earth Day Noise Exemption" History

-  Document created by Amanda Argona (aargona@ci.moscow.id.us)
2023-01-27 - 11:29:25 PM GMT- IP address: 64.126.168.18
-  Document emailed to jfry@ci.moscow.id.us for signature
2023-01-27 - 11:32:35 PM GMT
-  Email viewed by jfry@ci.moscow.id.us
2023-01-28 - 0:11:55 AM GMT- IP address: 76.178.131.28
-  Signer jfry@ci.moscow.id.us entered name at signing as James Fry Jr
2023-01-28 - 0:13:41 AM GMT- IP address: 76.178.131.28
-  Document e-signed by James Fry Jr (jfry@ci.moscow.id.us)
Signature Date: 2023-01-28 - 0:13:43 AM GMT - Time Source: server- IP address: 76.178.131.28
-  Agreement completed.
2023-01-28 - 0:13:43 AM GMT

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 IN EAST CITY PARK UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 5-13-4.B; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code Title 5, Chapter 13, Section 13-4.B. prohibits the possession of alcoholic beverages while present in a public park in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, East City Park in Moscow is a City park as defined in Moscow City Code Title 5, Chapter 13, Section 3.C. (hereinafter “the Park”); and

WHEREAS, Inland North Waste (hereinafter “the Event Sponsor”) desires to have its sponsored event, Earth Day (hereinafter “the Permitted Event”), in East City Park (see Attachment “A”); and

WHEREAS, the Permitted Event is an event or series of events sponsored by 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 prevent 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 ON APRIL 22, 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 22nd day of April, 2023 from 4:00 p.m. to 7:00 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor 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 vendor has 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.
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.
3. City shall be named as an additional insured on the insurance policy of the licensed vendor.
4. No less than ten (10) days prior to the Permitted Event, the Event Sponsor shall deliver to the Community Events Division the signed original of the Agreement with City, attached as Attachment “B”, to defend, hold harmless and indemnify the City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Event Sponsor use of the Park premises.
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 determines 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 their designee to terminate all or part of the Permitted Event.

Vendor/Event Sponsor:

1. There shall be only one (1) licensed vendor of beer and/or wine at the Permitted Event;
2. Event Sponsor is required to ensure that all beer and/or wine shall be sold only by a licensed vendor.
3. Licensed vendor(s) 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 in the Park during the Permitted Event; described herein.
6. The vendor 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 no less than ten feet (10') from the vendor's sales or dispensing counter.
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 or the use of a private security firm shall be utilized 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 vendor 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 locations, dimensions of, and relative distances between the following: (a) the beer and/or wine garden within the Park; (b) the barricade, sales and/or dispensing area, consumption area, entry and exit points; (c) identification checking station; and (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow City Parks and Facilities Manager or their designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and/or wine sales, dispensing, and consumption shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. The designated sales and service area(s) shall be physically separated from the rest of the Park by a barrier which is no less than forty-four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map required by this Resolution. All sales, dispensing, service, and consumption shall take place inside the approved area.
4. All food sales and service shall be located outside the approved area and have a space of no less than ten feet (10') between the approved barrier and food sales or service area.
5. No person shall be allowed to purchase, consume or possess beer and/or wine other than within the area designated for beer/wine sales and consumption as shown on the map required by this Resolution.

6. There shall be no more than one (1) entrance and one (1) exit to each area designated for beer and/or wine consumption, as shown on the map required by this Resolution.
7. All beer and/or wine shall be dispensed in and consumed from its original 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 a non-alcoholic beverage.
8. Every occupant within the area(s) designated for beer and/or wine consumption shall provide identification to law enforcement officers, hired security or City employees who request it.
9. No person under twenty-one (21) years of age shall be present in the area(s) designated for beer and/or wine sales or consumption at any time beer and/or wine is being served.
10. A sign shall be prominently posted at or near the entrance and exit to each area designated for beer and/or wine sales or consumption, stating that entrance by persons under twenty-one (21) years of age is prohibited.
11. Beer and wine shall be sold and consumed only within the designated area in the Park between the hours of 4:00 p.m. and 7:00 p.m. local time on the 22nd day of April, 2023 during the Permitted Event.
12. No person shall carry or consume any alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event and consumed within the approved consumption area. Consumption of alcohol within the Park and outside of the approved consumption area 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 Permitted Event, the required fee 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 parks 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	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this [date] day of [month], 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 _____ and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

Attachment A



Attachment B

AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY
BETWEEN CITY OF MOSCOW, IDAHO AND
INLAND NORTH WASTE, FOR
THE EARTH DAY EVENT

THIS AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and the sponsor of the event, Inland North Waste (hereinafter "SPONSOR"), is made and entered into this [date] day of [month], 2023.

WHEREAS, Resolution No. 2023-_____ of the City of Moscow, Idaho, passed and approved on the [date] day of [month], 2023, provides, in part, for the person(s) and/or group holding the approved event to enter into an agreement with CITY to defend, hold harmless and indemnify CITY, its agents, servants, employees, officers, and contractors from any and all claims, causes of action, or damages which may arise from the SPONSOR's use of CITY Park premises for the approved event; and

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY and SPONSOR agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY;

SPONSOR, through its duly and specifically authorized agents, hereby releases 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 event scheduled to occur the 22nd day of April, 2023, permitted under the terms of Resolution No. 2023-_____.

SPONSOR expressly agrees that this indemnity provision extends to any and all claims, losses, actions or judgments for damages to property or injury, sickness or death to persons, arising out of, or in connection with, the acts and/or any performances or activities of SPONSOR, SPONSOR's officers, employees, agents, and representatives, or caused by the presence, dispensing, sale, gift, or ingestion of alcohol by SPONSOR or its officers, employees, agents, and representative including, but not limited to, the caterer and/or vendor of alcohol during the event.

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 contained in this Agreement.

SPONSOR agrees that they (i) have read the foregoing Agreement, understands it, and agrees with its contents and conditions; (ii) have had an opportunity to speak with legal counsel prior to signing this Agreement; and (iii) understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement.

I, Stevie Steely-Johnson, 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 Inland North Waste (INW) to this Agreement.

SIGNED this _____ day of _____, 2023.

EARTH DAY.

CITY OF MOSCOW, IDAHO

Stevie Steely-Johnson
INW Chief Administrative Officer

Arthur D Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE STAFF REPORT

DATE: Monday, February 27, 2023



RESPONSIBLE STAFF

Brian Nickerson, Fire Chief

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Lewis Clark State College and City of Moscow Facilities Agreement (ACTION ITEM) - Brian Nickerson

DESCRIPTION

Lewis Clark State College (LCSC) has approached the City of Moscow to request occasional use of the Moscow Fire Department's training facilities, equipment, and tools to conduct its Firefighter Training Program. The attached Memorandum of Understanding enumerates the benefits of entering into such an agreement with LCSC, the City's general responsibilities upon approval, LCSC's general responsibilities upon approval, terms, compensation, termination of the agreement and general provisions.

STAFF RECOMMENDATION

Recommend approval of the agreement for use of facilities with Lewis Clark State College.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the agreement for use of facilities with Lewis Clark State College; or provide staff further direction.

FISCAL IMPACT

None.

PERSONNEL IMPACT

None.

ATTACHMENTS

1. LCSC_MOU_MFD_facilities_equipment_training_FINAL lmh

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF MOSCOW, IDAHO AND
LEWIS-CLARK STATE COLLEGE**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”), is entered into effective the _____ day of _____ 2022 by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”), and Lewis-Clark State College, an Idaho Public Educational Institution whose address is 500 8th Street, Lewiston, Idaho, 83501 (hereinafter “LCSC”). CITY and LCSC are each individually referred to as a “Party”, and collectively, the “Parties.”

W I T N E S S E T H:

WHEREAS, CITY has an interest in the control of fires, fire protection, emergency medical services, hazardous materials control and any other major emergency support; and

WHEREAS, CITY has an existing Mutual Aid Agreement with the City of Lewiston, Moscow Rural Fire District, City of Pullman, City of Clarkston, Asotin County Fire Protection District No. 1, City of Asotin, and Potlatch Corporation located in Lewiston, Idaho, whereby in the event of a major fire, disaster or other emergency, any party to the Mutual Aid Agreement may provide assistance to the party in need through supplemental fire suppression, emergency medical service equipment and personnel, hazardous materials control, and any other emergency support; and

WHEREAS, CITY has been approached by LCSC to request the use of CITY’s fire facilities and CITY fire equipment to provide the location and tools for LCSC to conduct its Firefighter Training Program and to allow LCSC to occasionally conduct classes and training sessions utilizing CITY facilities and equipment; and

WHEREAS, CITY has an interest in collaborating with LCSC to provide the use of CITY facilities and equipment for LCSC’s firefighting education to students;

NOW, THEREFORE, for and in consideration of the mutual covenants and representations set forth in the MOU, LCSC and CITY hereby agree as follows:

SECTION 1: CITY GENERAL RESPONSIBILITIES

- A. CITY shall make fire equipment, apparatus and training facilities available for occasional use by LCSC students and staff for use in LCSC’s Firefighter Training Program for demonstration and use upon CITY’s premises.
- B. CITY shall provide training to LCSC’s instructor(s), on a schedule approved in writing by CITY, through the Fire Department, as needed regarding safety and operating procedures associated with all equipment, apparatus, and training facilities made available for use.

- C. CITY shall coordinate with LCSC instructor(s) regarding any necessary permissions, CITY required release and hold harmless agreements and any other documentation needed for students to participate in program activities.
- D. CITY shall respond to LCSC's requests to use CITY personnel, equipment, apparatus, and training facilities requests within five (5) business days of receipt of such requests.
- E. CITY shall reserve the right to determine what and when the requested personnel, equipment, apparatus, and training facilities will be made available to LCSC based upon CITY's needs and personnel, equipment, apparatus, and training facility availability.
- F. CITY reserves the right to terminate the participation of any LCSC student and/or instructor who does not comply with applicable CITY policies, procedures, or directions from LCSC instructor(s) or CITY personnel involved in the training.
- G. CITY shall have the final approval of all LCSC requested operations of the use of CITY facilities, equipment and personnel, including but not limited to scheduling, equipment procurement, personnel, and/or other services requested by LCSC.

SECTION 2: LCSC GENERAL RESPONSIBILITIES

- A. LCSC shall provide a qualified Level I Fire Instructor at all times where LCSC students are present at CITY facilities and who shall be solely responsible for the supervision, direction and oversight of the LCSC students.
- B. LCSC shall submit written requests no less than two (2) weeks prior notice for use of CITY's personnel, equipment, apparatus, and training facilities and/or equipment. Such request shall specifically include what personnel, equipment, apparatus, and training facilities are being requested and the time and duration of such use.
- C. LCSC shall reimburse CITY through Moscow Fire Department for any damage caused to equipment, apparatus, or training facilities by LCSC's instructor(s) or students.
- D. LCSC shall provide appropriate liability coverage to cover the instructor(s) and students of LCSC. Limits of liability are five hundred thousand dollars (\$500,000) per occurrence, such amount is LCSC's limit of liability under the Idaho Tort Claims Act, specified in Idaho Code § 6-901 through § 6-929. LCSC students shall be covered by LCSC's Student Errors and Omissions Policy with coverage of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate while on CITY premises.
- E. LCSC shall coordinate with CITY through the Moscow Fire Department regarding any necessary permissions or documentation needed for LCSC students to participate in program activities.

SECTION 3: TERM AND COMPENSATION

The term of this MOU shall be for a period of three (3) years from the date of execution, unless terminated earlier by either PARTY hereto. Parties agree there is no compensation to be paid to either Party for the services being provided and the equipment and facilities being utilized, with the exception of any cost of damage pursuant to Section 2.

SECTION 4: TERMINATION

Either Party, LCSC or CITY, may unilaterally terminate this MOU without penalty, upon providing thirty (30) days' notice delivered in accordance with Section 5 of this MOU.

SECTION 5: GENERAL PROVISIONS

- A. Indemnification. The Parties shall be responsible for the negligent acts or omissions of its own employees, officers, students or agents in the performance of this MOU. Neither Party shall be considered the agent of the other and neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this MOU.
 - i. LCSC Indemnification. LCSC shall indemnify, defend, and hold CITY harmless from and against any and all claims, losses, damages, injuries, liabilities and costs, including attorney fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation to be performed under the terms of this MOU by LCSC, or arising from any act, negligence or omission by LCSC or any of its agents, employees, students and volunteers. LCSC's liability under this paragraph shall be limited by the terms of the Idaho Tort Claims Act.
 - ii. Further, the Parties understand that the Idaho Torts Claims Act, Idaho Code § 6-903(2)(ii), states that each Party's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the Party.
- B. Rights Not Assignable. LCSC and CITY shall not assign any rights or duties under this MOU to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.
- C. No Separate Entity Created, No Joint Venture and No Joint Powers Agreement. Nothing contained in this MOU shall be in any way construed as creating a separate legal entity, or expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship.
- D. No Employer-Employee or Agency Relationship. The Parties warrant by their signatures that no employer-employee or agency relationship is established between LCSC and CITY by the terms of this MOU.

- E. Interpretation. As a further condition of this MOU, LCSC and CITY acknowledge that this MOU shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.
- F. Jurisdiction and Venue. It is agreed that this MOU shall be construed under and governed by the laws of the State of Idaho. In event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
- G. Binding Authority. LCSC and CITY each represents and warrants to the other that this MOU (i) has been validly executed and delivered; (ii) has been duly authorized; and (iii) constitutes a valid binding Agreement of such Party enforceable in accordance with its terms.
- H. Notice. All communication or notification to be given pursuant to this MOU shall be given to the following:
- | | |
|---------------------------|------------------------|
| Notice to LCSC: | Notice to CITY: |
| Lewis-Clark State College | Moscow City Supervisor |
| 500 8 th Ave. | 206 East Third Street |
| Lewiston, ID 83501 | P O Box 9203 |
| | Moscow, ID 83843-1703 |
- I. Complete Agreement. This MOU 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.
- J. Amendments. The terms of this MOU 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 sixty (60) 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 MOU, and shall be executed by both Parties.

IN WITNESS WHEREOF, LCSC and CITY, by and through their respective officials designated below, have caused this Agreement to be executed on the date and year first above written.

ATTEST:

STATE OF IDAHO)
) ss.
COUNTY OF NEZ PERCE)

My commission expires _____

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COMMITTEE STAFF REPORT

DATE: Monday, February 27, 2023



RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

Cody Riddle, Deputy City Supervisor - Community Development

AGENDA ITEM TITLE

2023 Moscow Farmers Market Handbook (ACTION ITEM) - Amanda Argona

DESCRIPTION

In 2018, the Moscow Farmers Market implemented the first iteration of the Moscow Farmers Market Handbook. The Handbook is an expanded policy document meant to provide clarity and serve as a resource for anyone seeking information on the Market, as well as hold Market participants accountable for operating procedures. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the proposed changes to the Handbook on February 7, 2023, and unanimously accepted all changes for approval and adoption by the Council for the 2023 Market Season.

STAFF RECOMMENDATION

Recommend approval of the 2023 Moscow Farmers Market Handbook.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the 2023 Moscow Farmers Market Handbook, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution_2023- FarmersMarketHandbook_final

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE MOSCOW FARMERS MARKET 2023 HANDBOOK INCLUDED HERewith AND INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, the Moscow Farmers Market (hereinafter “the Market”) has been in existence for many years; and

WHEREAS, the Market is an integral part of Moscow’s vibrant downtown, bringing together people from diverse backgrounds and interests and of all ages; and

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

WHEREAS, the Moscow Farmers Market 2023 Handbook (hereinafter “Handbook”) policies have been developed and recommended by the Moscow Farmers Market Commission, with input from City staff members, and made available for review by vendors and the public through public Commission meetings; and

WHEREAS, establishment of the Handbook will allow for an efficient, effective, predictable and fair administration of the Market activities during the 2023 Market Season; and

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

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

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

The attached Moscow Farmers Market 2023 Handbook is hereby adopted for the 2023 Market Season.

PASSED on Motion by the Following Vote:

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

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, 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



MOSCOW FARMERS MARKET

EST. 1976

growers | makers | performers

2023 HANDBOOK

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

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

FARMERSMARKET@CI.MOSCOW.ID.US



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Moscow Farmers Market Overview

The Moscow Farmers Market has been a treasured and vibrant part of the community since its inception in 1976 as a small grass-roots gathering. It serves to provide locally grown produce and quality wares, as well as bring the community together in ways no other event or service does. Whether Market goes visit to purchase their weekly groceries or simply to enjoy the music and socialize, the experience of the Market promotes a sense of place and helps citizens feel tied to the community. The Moscow Farmers Market is unique in its ability to stay rooted to its original purpose and charm of a local market while growing and progressing with trends and needs. The variety of stakeholders invested in the Moscow Farmers Market means that each decision can have a great impact on our residents, vendors, local businesses, City staff, and more.

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

FARMERS MARKET COMMISSION MEMBERS

VENDOR REPRESENTATIVES

Jenny Parker

Produce Vendor representative

Gerardo Alvarez

Specialty Food Vendor representative

Kassie Smith

Crafts Vendor representative

COMMUNITY REPRESENTATIVES

Jamie Hill, Chair

At-large representative

Josh Larson

At-large representative

Mackenzie Lawrence, Vice Chair

At-large representative

Kerry Morsek

At-large representative

SPECIALTY REPRESENTATIVES

Colette DePhelps

University of Idaho Extension representative

Samantha Martinet

*Moscow Chamber of Commerce + Visitor Center
representative*

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

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

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

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

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

Cody Riddle, Deputy City Supervisor
criddle@ci.moscow.id.us | 208-883-7027

Amanda Argona, Community Events Manager
aargona@ci.moscow.id.us | 208-883-7132

Laura Perrigo, Administrative Specialist
lperrigo@ci.moscow.id.us | 208-883-7000 ext. 7233

Corey Oglesby, Digital Media Specialist
coglesby@ci.moscow.id.us | 208-883-7231

FIND, LIKE & FOLLOW THE MOSCOW FARMERS MARKET
Website www.ci.moscow.id.us/723/Current-Vendors
Facebook @MoscowFarmersMarket
Instagram @cityofmoscowid

Mission Statement

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

Core Values

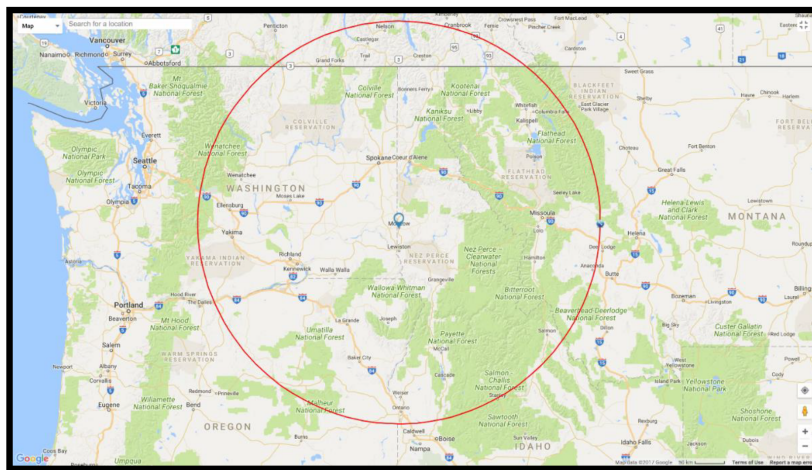
Access: Providing the community with access to local Vendors and their goods with an emphasis on having at least fifty percent (50%) of the Market's Vendors located within Latah and Whitman counties.

Agricultural Focus: Prioritizing space for agriculturally-derived products by having at least fifty percent (50%) of the Market's footprint occupied by Vendors selling such products for the majority of the Market Season.

Economic Opportunity: Contributing to the greater Moscow economy with emphasis on assisting independently-owned and start-up enterprises, while encouraging Vendors to locally source materials and ingredients direct from regional businesses and/or producers.

Community: Providing a safe space and opportunity for positive engagement that welcomes all residents and visitors.

Information: Increasing awareness of regional agriculture, sustainability, and sound environmental practices through education and outreach activities.



200 AIR-MILES FROM THE CITY OF MOSCOW, IDAHO



Definition of Terms

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

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

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

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

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

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

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

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

Vendor Categories

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

Agriculture Vendors

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

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

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

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

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

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

Non-Agriculture Vendors

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

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

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

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

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

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

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

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

Youth Vendors

The Market encourages and supports early entrepreneurial interest of farming, gardening, crafts, and food preparation. This Handbook generally applies to Youth Vendors. Adults, chaperones, guardians, and/or other family members in attendance with a Youth Vendor shall also abide by this Handbook and subsequent policies, especially in decorum and etiquette. Youth Vendors and their designated chaperone(s) who fail to meet the policies of this Handbook and Youth Vendor Guidelines are subject to the penalty process as outlined in Appendix 4 – Moscow Farmers Market Notice of Penalty. The following sub-categories are applicable to Youth Vendors to assist with product distribution:

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

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

All Youth Vendors shall adhere to the following:

- Be the grower or producer of items for sale.
- Complete and submit the following paperwork:
 - Food Risk Assessment form (applicable for the sale of drink or food).
 - Youth Vendor registration form.
 - Release and Hold Harmless form.
 - Register with the Idaho Tax Commission.
- Request space by Tuesday at 5:00 p.m. for priority consideration.
- Have their booth set-up by 8:00 a.m.
- Actively sell their goods and items without the assistance of a parent and/or chaperone, where possible.
- Have an adult chaperone present at the Moscow Farmers Market, or be supervised by a parent and/or guardian.
- Be limited to no more than three (3) individual youths in the cases of group participation.

Performance Vendors (Buskers)

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

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

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

Policies

Market Policies shall apply to the Moscow Farmers Market and its Vendors. The Farmers Market Commission and Market Management developed these Policies, and City Council approved them. Failure to abide by these Policies is grounds for penalty action.

Market Operating Policies

1. **Market Location**

The Market is located generally on Main Street south of Third Street and north of Sixth Street, east of Main Street on the 4th Street right-of-way (west) of the cul-de-sac, east on 5th Street from Main Street to the alley, and Friendship Square in downtown Moscow, unless temporarily located or extended elsewhere when found to be in the best interest of the City. *Most generally, the Market moves off Main Street for University of Idaho's Homecoming Parade.* See Appendix 1 – Moscow Farmers Market Map & Boundaries.

2. **Vendor Production and Location Rule**

All Vendors shall be the grower/producer and shall conduct their growing/producing operations in a location not more than two hundred (200) air-miles from the City of Moscow, Idaho.

3. **Market Schedule**

- a. **Market Season:** The Market operates every Saturday in the months of May through October, annually.
- b. **Hours of Operation:** Market sales occur between the hours of 8:00 a.m. and 1:00 p.m., local time.
- c. **Public Access:** Main Street will be closed by City of Moscow Staff beginning at 5:00 a.m. and re-opened by 2:00 p.m. by City of Moscow Staff.
- d. **Unauthorized Vehicles:** The City of Moscow Police Department will have any non-Market related vehicles removed from Main Street and 5th Street, and any non-ADA vehicles removed from the first parking bay of the Jackson Street parking lot by 5:00 a.m.

4. **Vendor Eligibility and Approval**

- a. **New Vendors:** New Vendors are defined as any Vendor who has not previously sold at the Market or has been absent for two (2) or more consecutive Market Seasons. These Vendors are required to complete either a satisfactory Site Visit or receive a qualifying score through a Craft & Food Jury to become eligible. Basic eligibility, approval process, and tier eligibility are described in Appendix 6 – Vendor Eligibility & Approval.

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

5. **Market Vendor Space**

- a. **Space Dimensions and Safety:** Most Vendor spaces will be marked as an eleven-foot by fifteen-foot (11' wide x 15' deep) space. A Vendor's business must be conducted within their assigned space. Vendors may not extend beyond the limits of the assigned space or into the pedestrian area at the entrance of the Vendor space unless specifically authorized by Market Management. Any Vendor utilizing coverings for their space, such as canopies, tents, and/or umbrellas, may not extend these items outside their assigned space. Requests for additional adjacent space will be granted at the discretion of Community Events Manager, where possible. All Vendors are subject to unscheduled inspections throughout the Market Season by the Moscow Volunteer Fire Department for compliance with relevant safety regulations to ensure public safety and emergency vehicle accessibility. See Appendix 3 – Safety Compliance Requirements.
- b. **Space Assignments:** The Market recognizes the value of Vendors maintaining a consistent location for the development of a healthy customer base. Vending space allocation is based on the level of commitment chosen by the Vendor as defined in Appendix 2 – Moscow Farmers Market Vendor Fees, as well as historical occupation and availability as it pertains to Market Product Mix. Agricultural based Vendors whose product readiness is determined by the growing seasons will be given special consideration by Market Management on a case-by-case basis and will not be penalized due to weather events that delay or impact their products.
- c. **Vehicles in Spaces:** Tier 3 Vendors may utilize motor vehicles or tow-behind trailers in their assigned space. Such usage will result in an additional vehicle surcharge fee. The Community Events Manager may grant Tier 1 and Tier 2 Vendors motor vehicle usage pending space availability and feasibility of access on a market-to-market basis. The Market defines motor vehicles and tow-behind trailers as any road-ready and licensed vehicle.
- d. **Non-Neighbor Spaces:** The Market recognizes that spaces which do not have adjacent vendors are more valuable due to greater visibility and/or

increased customer access. The Market defines these spaces as non-neighbor spaces (previously referred to as 'corner' and/or 'walk-thru' spaces). Vendors occupying a space with this type of designation are subject to an additional surcharge fee.

- e. **Space Use:** Use of a Vendor space for purposes other than those outlined in this Handbook is prohibited, unless specifically authorized.
- f. **Sharing Spaces:** Any proposal by Vendors to share a Vendor space must be approved by the Community Events Manager.
- g. **Space Allocation:** The City reserves the right to make the final decision on vending space and Tier package allocation, based upon overall Market Product Mix needs.

6. Market Fees

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

- a. **Structure:** The Market utilizes a tier structure based on the number of Market days a Vendor plans on attending during the Market Season. A Vendor's rate is determined based on the tier they select. Vendors pay the same rate throughout the Market Season, regardless if they attend more or less of their anticipated Market dates.
 - i. **Annual Registration Fee:** All Vendors, regardless of their selected tier, will be required to pay their associated registration fee at the Annual Vendor Orientation. Vendors unable to attend the Orientation shall arrange to pay this fee prior to the start of the Market Season.
 - ii. **Invoices:** All Vendors will receive invoices (weekly, monthly, or entire season) via Farmspread. Vendors without access to reliable internet or computers will receive invoices through the City of Moscow.
 - iii. **Refunds:** The Market does not provide refunds to Vendors for days that Vendors cancel their attendance or do not show up to the Market (no call, no show). In the event that severe weather or public safety issues force a Market cancellation as determined by City Administration, all Vendors that were granted a space assignment and did not cancel in advance of the stated closure may request a refund within two (2) weeks of the stated closure.
 - iv. **Payments:** To reduce risk of theft and improve record keeping, payments will be collected prior to Saturday. Failure to submit payment prior to Saturday will result in the Vendor's space being revoked for the following Market or their next space request not accommodated until

payment has been received. Vendors may choose to pay their fees the following ways:

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

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

i. **Tier 3** – Seventy-five percent (75%) or more attendance.

- Vendor chooses to attend between eighteen (18) and twenty-six (26) consecutive Markets;
- Highest registration fee;
- Lowest daily per booth fee;
- Guaranteed same location;
- Allowed to substitute representation for two (2) Markets;
- Must notify Community Events Manager of their first and last anticipated attendance date; and
- Eligible to maintain space location if unforeseen circumstances arise that affect a Vendor's ability to meet attendance requirements upon communication with Community Events Manager. Such examples may include: parental leave, bereavement, elder care, etc.

ii. **Tier 2** – Thirty to sixty percent (30-60%) attendance.

- Vendor chooses to attend between nine (9) and seventeen (17) Markets;
- Mid-range registration fee;
- Mid-range daily booth fee; and
- Same block location, as available.

iii. **Tier 1** – Less than thirty percent (30%) attendance.

- Vendor chooses to attend between one (1) and eight (8) Markets;
- Lowest registration fee;
- Highest daily per booth fee; and
- Not guaranteed same location.

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

d. **Attendance Requests:** In order to streamline communication with the Community Events Manager, Vendors are encouraged to use the Farmspread platform when requesting, changing, or cancelling

attendance days. Requests during the Market Season shall be made by Tuesday at 5:00 p.m. for priority consideration. Requests submitted after this time will be considered at the discretion of the Community Events Manager.

7. Regulation of Certain Activities during Market Operations

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

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

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

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

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

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

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

Vendor Operating Policies

1. **Market Vendor Requirements**

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

2. **Hawking**

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

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

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

4. **Vendor Merchandise**

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

5. **Public Health Management**

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

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

regulations throughout the Market Season to ensure public safety and adequate health practices. The Community Events Manager and/or a Public Health Department representative will enforce applicable state and local requirements and have the authority to stop the sale of any items that are in violation of these regulations.

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

6. Generators

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

7. Decorum and Etiquette

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

8. Participation in Market Promotion

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

9. Signage

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

10. Pricing

Market Vendors shall clearly post visible pricing for each item.

11. **Packaging and Labeling**

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

12. **Annual Gross Sales Reporting**

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

13. **Idaho Sales Tax Reporting**

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

14. **Agreement to Hold Harmless, Defend, and Indemnify**

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

15. **Permits and Licenses**

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

16. **Third Party Certifications**

All Vendors presenting products as third-party-certified, such as Organic, Certified Naturally Grown, etc., shall include the authorized certification form with their Vendor application. Certification will be checked for compliance with the certifying entity or organization. Vendors not in compliance with their certification

requirements, or who cannot produce a current certification, will be required to remove signage stating the certification(s).

17. **Annual Vendor Orientation**

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

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

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

18. **Non-Attendance**

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

19. **Setup**

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

20. **Take-Down**

5th Street will remain closed to Vendor traffic until 1:10 p.m. to ensure the safety of any children and patrons who may still be in the main thoroughfare. Beginning at 1:00 p.m., Vendors may begin to disassemble their space and move items to the sidewalk before retrieving their vehicle. **Vendors shall not retrieve their vehicle**

before items are ready to be loaded. No vehicle may enter or leave the Market Location unless directed to do so by the Community Events Manager, a Peace Officer, or an emergency services provider. Vendors must allow for traffic flow and may not block the 5th Street alley, the main thoroughfare, or obstruct traffic on Washington Street. Vendors may continue loading their items from the sidewalk after 2:00 p.m. if their vehicle is off Main Street, in a parking stall, and facing the direction of traffic flow. The City requires that the Market Location be completely vacated by Vendors and made available to the public by 2:00 p.m.

21. Early Departure / Selling Out

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

22. Vendor Space Assessment

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

23. Resale

The resale or reselling of any product is strictly prohibited.

Policy Violations

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

Penalties

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

1. **First Penalty**

A verbal warning shall be given to the Vendor.

2. **Second Penalty**

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

3. **Third Penalty**

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

Enforcement

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

Egregious Behavior and Offense

In the case of a Vendor(s) acting in threatening or belligerent behavior, Community Events Manager has the right to cease sales for the remainder of the Market and have the Vendor dismissed early from the Market. Community Events

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

Appeals Process

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

1. Appealing a Penalty

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

2. Written Statement

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

3. Number of Appeals

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

4. Final Decision

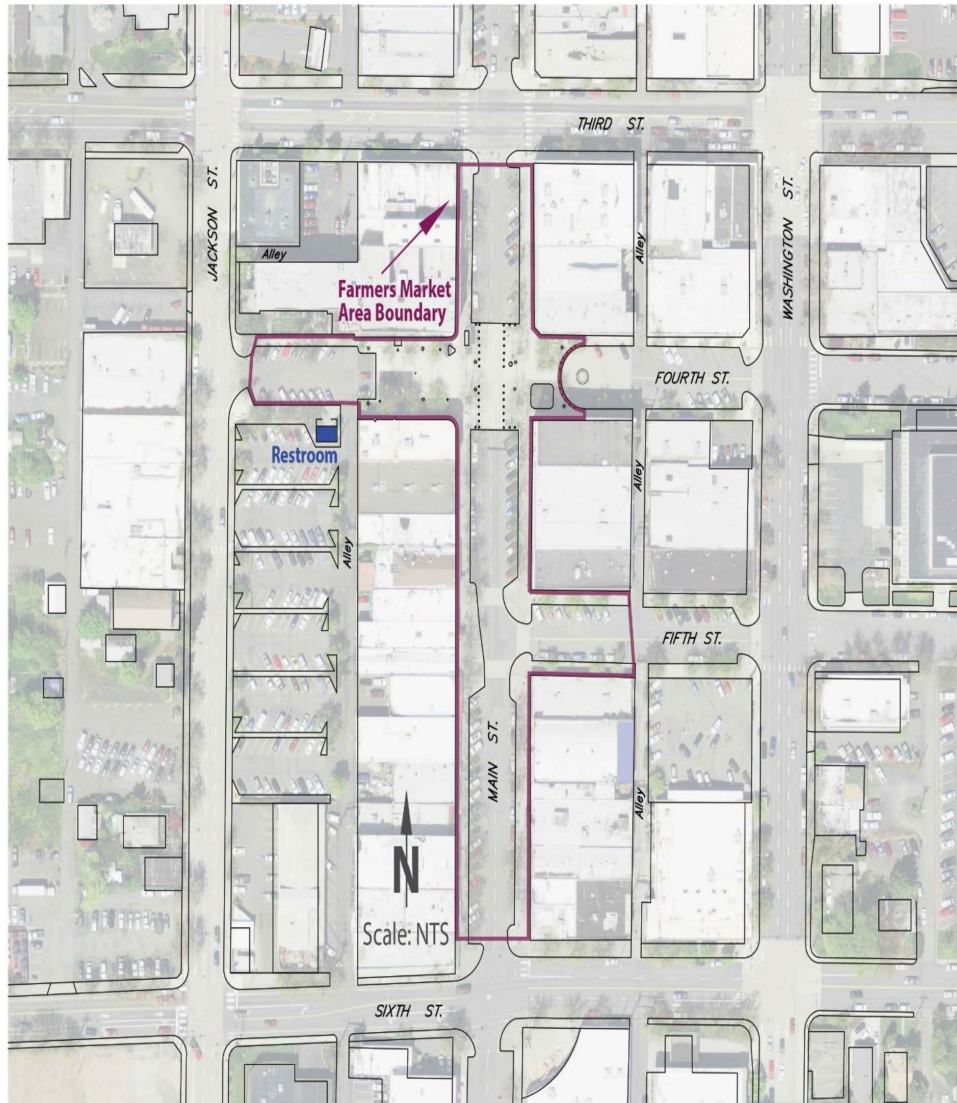
A decision regarding the appeal will be rendered within five (5) days of receiving the appeal and shall be final.

Effective Date

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

Appendices

Appendix 1 – Moscow Farmers Market Map and Boundaries



Appendix 2 – Moscow Farmers Market Vendor Fees

Number of days in attendance at the Market & associated fee by stall size									
Tier 1 (\$16 reg. fee)	1	2	3	4	5	6	7	8	
11'x15' (\$32/day)	\$32	\$64	\$96	\$128	\$160	\$192	\$224	\$256	
5'x15' (\$16/day)	\$16	\$32	\$48	\$64	\$80	\$96	\$112	\$128	
Tier 2 (\$53 reg. fee)	9	10	11	12	13	14	15	16	17
11'x15' (\$21/day)	\$189	\$210	\$231	\$252	\$273	\$294	\$315	\$336	\$357
5'x15' (\$13/day)	\$117	\$130	\$143	\$156	\$169	\$172	\$195	\$208	\$221
Tier 3 (\$131 reg. fee)	18	19	20	21	22	23	24	25	26
11'x15' (\$16/day)	\$288	\$304	\$320	\$336	\$352	\$368	\$384	\$400	\$416
5'x15' (\$9/day)	\$162	\$171	\$180	\$189	\$198	\$207	\$216	\$225	\$234
Additional Amenities									
Electricity <i>Limited outlets, 16 amps max</i>	Flat rate of \$11/day, regardless of Tier								
Non-Neighbor Spaces	Flat rate of \$5/day, regardless of Tier								
Vehicle Surcharge	Flat rate of \$16/day, regardless of Tier								
Other Vendor Categories									
Performance/ Busker	\$7 per group								
Youth Vendor	\$6 per group								

Appendix 3 – Safety Compliance Requirements

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

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

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

2. **Fire Extinguishers**

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

3. **Portable Cooking Devices**

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

meets the flame propagation performance criteria outlined in NFPA 701.

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

Appendix 4 – Moscow Farmers Market Notice of Penalty



POLICY VIOLATION NOTICE OF PENALTY

NO. XXXXXX

Today's date: ____/____/____

☐ 1st – verbal warning

Date of policy violation: ____/____/____

☐ 2nd – written warning

Date penalty issued: ____/____/____

☐ 3rd – \$50 fine

MOSCOW FARMERS MARKET VENDOR HANDBOOK POLICY VIOLATED BY VENDOR

Name and job title of Moscow Farmers Market staff issuing penalty

Signature of Moscow Farmers Market staff issuing penalty

VENDOR INFORMATION ☐ Tier 1 ☐ Tier 2 ☐ Tier 3

Primary contact for Vendor: _____
First name Last name

Vendor doing business as: _____
Name of Business Operation

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

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

V

Appendix 5 – Permits, Licensees, and Resource Contacts

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

Moscow Volunteer Fire Department

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

Public Health – Idaho North Central District

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

Idaho State Tax Commission

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

State of Idaho Alcohol Beverage Control

Idaho State Police

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

Idaho State Department of Agriculture (ISDA)

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

ISDA Division of Animal Industries

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

ISDA Division of Plant Industries

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

ISDA Food Safety Modernization Act (FSMA)

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

ISDA FSMA

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

ISDA Organic Program

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

ISDA Idaho State Seed Lab Seeds

2240 Kellogg Lane

Boise, ID 83712

208-332-8630

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

ISDA Weights and Measures

2216 Kellogg Lane

Boise, ID 83712

208-332-8690

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

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

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

University of Idaho (UI) Extension

606 S. Rayburn Street

E.J. Iddings Agricultural Science

Laboratory, Room 52

208-885-5883

extension@uidaho.edu

UI Extension Horticulture & Small Farms

Area Extension Educator, Community Food

Systems, Colette DePhelps

Agricultural Science, Room 333

Moscow, ID 83843

208-883-4003

cdephelps@uidaho.edu

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

UI Extension Horticulture & Small Farms

Area Extension Educator, Small Farms, Iris Mayes

200 S. Almon St., Ste. 201

Moscow, ID 83843

208-883-2267

imayes@uidaho.edu

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

UI Extension FSMA Food Safety for Produce Growers

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

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

https://uidaho.co1.qualtrics.com/jfe/form/SV_8D1ucSIEeq749AF

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

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

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

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

Meat: Idaho does not have any State inspected meat processing facilities so all meat sold by the cut at the Farmers Market needs to be processed in a USDA

approved facility. Contact your local Public Health District for any additional food license requirements and additional information on best practices for selling meat in the Market.

Nursery, Florists, and Landscaping: Anyone who engages in, conducts, or carries on the business of propagating, growing, selling, dealing in, or importing into Idaho, for sale or distribution, any nursery or florist stock, or engages in the installation of landscape plants, or acts as an agent, salesman, or solicitor for any nurseryman, florist, landscape contractor, or dealer in nursery or florist stock, must first obtain a license to do so from the ISDA Division of Plant Industries. Pursuant to Idaho Code § 22-2305(2), sellers with less than \$500 gross annual sales are exempt from licensing. See Nursery, Florists, and Landscaping section, <https://agri.idaho.gov/main/plants/nurseries-florists-and-landscaping/>.

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

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

Processed and Value-Added Foods It is important to understand how the FSMA Prevention Controls for Human Food Rule (PCHF) applies to your business. See the FDA section on the FSMA Final Rule for PCHF at <https://www.fda.gov/Food/GuidanceRegulation/FSMA/ucm334115.htm>.

For determining your compliance level see pages 7 and 20 of the FDA PCHF Compliance Guide, <https://www.fda.gov/downloads/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/UCM526507.pdf>.

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

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

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

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Appendix 6 – Vendor Eligibility & Approval

1. Basic Eligibility

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

2. Approval Process for Agricultural Vendors

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

3. Approval Process for Non-Agricultural Vendors

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

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

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

4. **Tier Eligibility**

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

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

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

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

RESOLUTION NO. 2012 - 05

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Stephanie Kalasz, City Clerk



Nancy C. Meyer, Mayor

RESOLUTION 2012-05 FRIENDSHIP SQUARE USE POLICY DURING FARMERS MARKET

APRIL 16, 2012

PAGE 1 OF 4

FRIENDSHIP SQUARE USE POLICY
DURING FARMERS MARKET SEASON

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

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

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

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

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

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

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

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

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

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

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

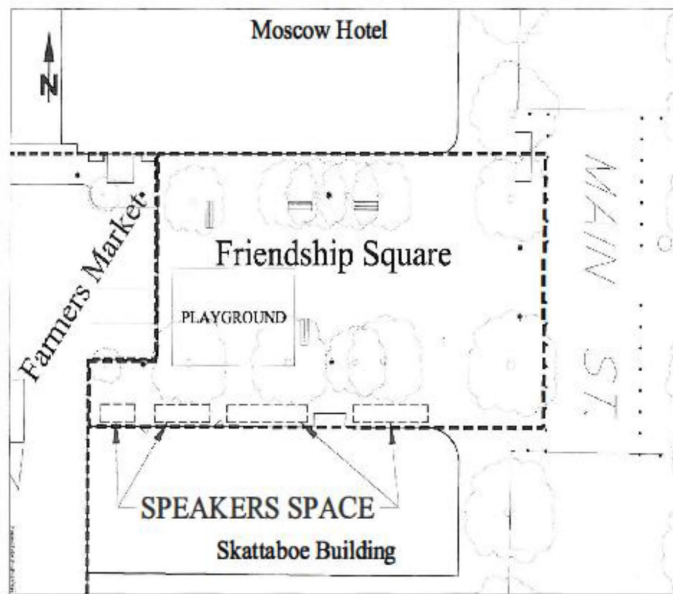
- D. **Speakers' Activities.** Within the Speakers Space, Speakers are allowed to offer information, answer questions, hand out materials, participate in discussions, and/or suggest ideas relative to their cause or message in whatever lawful manner they wish. Speakers may sell or give away promotional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

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

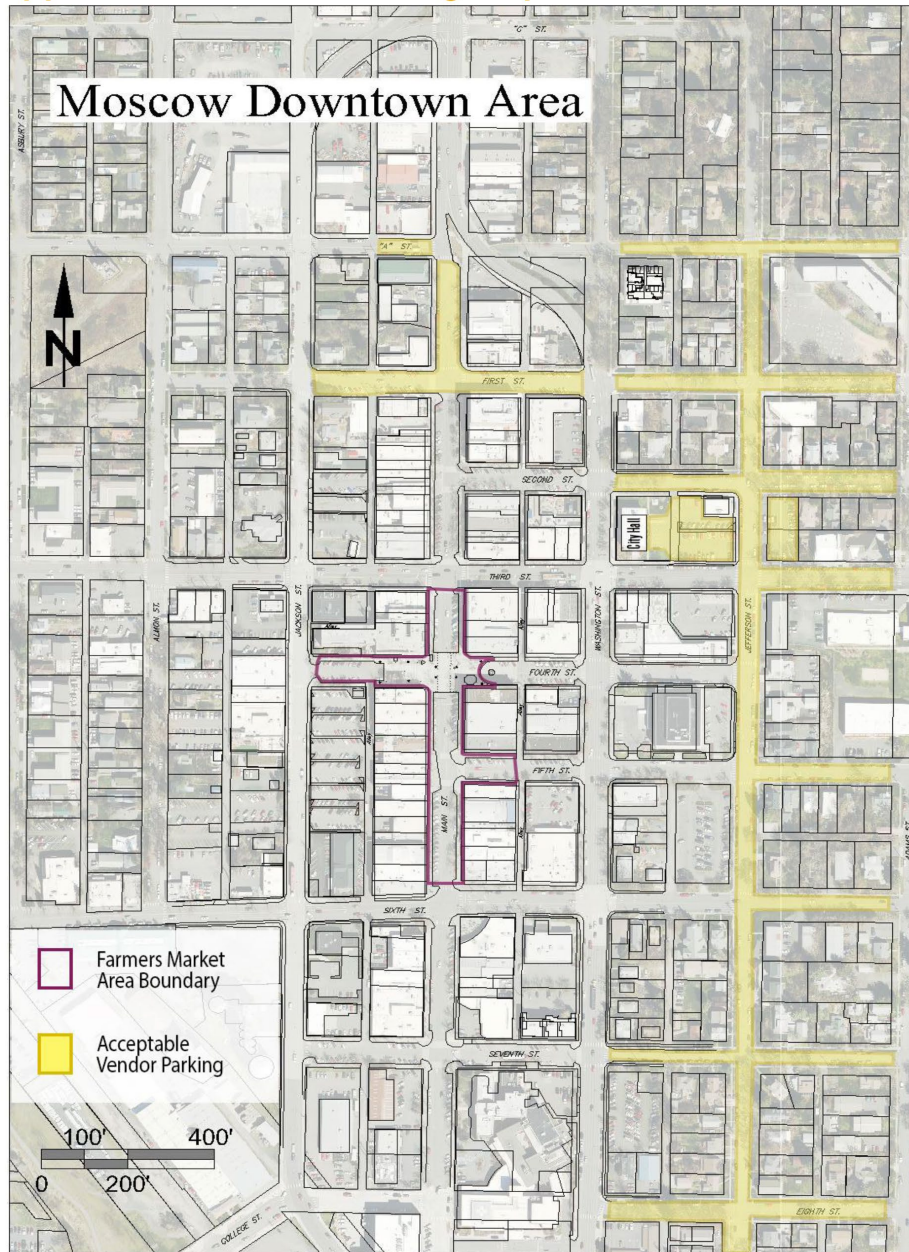
Any individual or group using all or part of the Speakers Space may also move freely within Friendship Square and within public spaces outside of the Market but such Speaker(s) may not conduct business, sales or Speakers activities within the Market. Speakers are allowed to place temporary structures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

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

ATTACHMENT "A"



Appendix 8 – Vendor Parking Map



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