

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
May 8, 2023**

4:00 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 Public Works/Finance Committee April 10, 2023 Minutes (ACTION ITEM) - Taylor Riedner

2. Disbursement Report April 2023 (ACTION ITEM) - Sarah Banks

Presentation of the Accounts Payable Report for the month ending April, 2023.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of April 2023.

3. Camp Moscowanna Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

The Moscow Chamber of Commerce + Visitor Center is hosting Camp Moscowanna on Saturday, June 10th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This summer camp-themed event is designed to evoke the nostalgia of family-friendly gatherings and features: corn-hole, a children's fishing hole, sing-a-long log, relay events, s'mores station, yarn art, photo booth, live music, up to ten local food vendors, and up to ten beer/wine vendors. The event has been reviewed and approved by staff as of April 13, 2023. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Camp Moscowanna is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12, a draft resolution has been prepared for the Council's consideration.

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

4. Ordinance Amending Moscow City Code Title 4 Appeal Procedures (ACTION ITEM) - Cody Riddle

Staff is proposing an amendment to Moscow City Code to consolidate and clarify the procedural requirements associated with appeals. This includes a repeal of Title 4, Chapter 10, Section 10-8 (Procedures for the Appeals of Interpretation or Administration), and amendments to the following:

- Title 4, Chapter 5, Section 5-6.D (Variance and Appeal Procedures)
- Title 4, Chapter 8, Section 8-2 (Appeals of Zoning Administrator Decisions)
- Title 4, Chapter 8, Section 8-5 (Appeals to City Council)

-Title 4, Chapter 8 (Table of Contents)

PROPOSED ACTIONS: Recommend forwarding the proposed amendment to the Planning and Zoning Commission for public hearing, or provide staff with further direction.

5. Idaho Public Television Tower Lease Agreement (ACTION ITEM) - Bill Belknap

The City is currently working toward the replacement of the City's emergency communications radio system due to the current equipment reaching end-of-life as well as system coverage deficiencies. One component of that project will include the installation of additional radio antennas and equipment on the radio tower located on Paradise Ridge which is owned by the State of Idaho and operated by Idaho Public Television (IPTV). Staff worked with IPTV to prepare a lease agreement to allow the installation of the new equipment planned for installation with the new radio system. The Lease Agreement is now before the Council for review and approval.

PROPOSED ACTIONS: Recommend approval of the proposed lease agreement; 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.

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
April 10, 2023**

4:00 PM

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

The meeting was called to order at 4:00 p.m.

PRESENT: Julia Parker, Sandra Kelly, Hailey Lewis

OTHERS: Mayor Art Bettge

STAFF: Bill Belknap, Tyler Palmer, Cody Riddle, Scott Bontrager, Amanda Argona, Megan Cherry, Tim Davis, Sarah Banks, Mia Bautista, Nate Suhr, David Schott, Todd Drage, Taylor Riedner

REGULAR AGENDA

1. Approval of Public Works/Finance Committee March 13, 2023 Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Disbursement Report March 2023 (ACTION ITEM) - Sarah Banks

Presentation of the Accounts Payable Report for the month ending March, 2023.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of March 2023.

Banks introduced the item by highlighting major expenditures including the first ICRMP insurance payment semi-annual payment, payment 4 Booster Station Phase 2 Rebid, 6th St Bridge improvements, and the Information Systems FY2023 computer order for the replacement of aged computers.

Belknap explained that an expense for mailbox replacements on Palouse River Drive were due to frontage improvements for to the Eddington Addition and the need to relocate some pre-existing mailboxes and fences.

Bontrager shared updates for the 6th Street Bridge which estimates completion in mid-May.

The Committee authorized the use of digital signatures, and recommended approval and that it be placed on the Council consent agenda.

3. Second Quarter Financial Report January 1, 2023 to March 31, 2023 for FY2023 (ACTION ITEM) - Sarah Banks

Presentation of the financial report for the second quarter of Fiscal Year 2023 (January 1, 2023 to March 31, 2023).

PROPOSED ACTIONS: Approve the FY2023 Second Quarter Report, or provide staff further direction.

Banks shared that most expenses should be between 25% and 50% and higher items are likely one-time transfers done at the beginning of the year. The water fund is currently at 138% due to hold back expenses that were completed after the budget was approved. These expenses included the purchase of fire hydrants, meters, and the removal of an old White Avenue booster. However, the funds have been appropriated in order to expense. Other items that are lower than 50% are likely seasonal or capital expenses and will be

utilized later in the year.

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

4. Artwalk Season Finale Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

The City of Moscow Arts Department is hosting the Artwalk Season Finale on Thursday, June 15th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This annual event concludes the 2022-2023 Artwalk Season in an artistic and festive manner. As a City-hosted event, the Arts Department has facilitated the registration of Main Street vendors and demonstrators, as well as business and non-profit host locations. No more than 5 (five) beer/wine vendors will be authorized for beer/wine sales, and a variety of activities will take place including live music, Kidwalk, food sales, art demonstrations, and more. The event has been reviewed and approved as of March 1, 2023. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Artwalk is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of the Artwalk Season Finale for the duration of the event; or provide staff further direction.

Argona introduced the item as written above. Cherry shared some details regarding the event and individuals that are involved. Last year there were 2 alcohol vendors on the street and 4 brick and mortar vendors that participated. There are additional non-alcoholic vendors that are planning on participating this year as well. The Arts Department has conducted a survey in the past to gauge interest on what day of the week would work best for the event and majority feedback expressed Thursdays work really well.

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

5. Moscow Renaissance Fair Alcohol Use Request in East City Park (ACTION ITEM) - Amanda Argona

Moscow Renaissance Fair LLC is hosting the annual Moscow Renaissance Fair on Saturday, May 6 and Sunday, May 7 in East City Park. The annual event is a community celebration of spring. Live music, artisans, kid-friendly activities, food vendors, and a beer garden are traditional aspects of this event. The applicant anticipates 1 (one) licensed beer and/or wine vendor in the beer garden, which is estimated to be 30'x20' in size. Following standard operating procedures for events with alcohol within a City Park, Moscow Renaissance Fair LLC is requesting the allowance of attendees to possess and consume alcoholic beverages within the 30'x20' beer garden from 12:00-7:30 pm on Sat., May 6 and 12:00-5:00 pm on Sun., May 7. 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 Moscow Renaissance Fair for the listed dates and times during the event; or provide staff with further direction.

Argona introduced the item as written above and reflected on the process taken to approve the event with multiple departments. Since there is a request to close a nearby street with the disruption of public traffic flow, it requires an event permit.

LuAnn Scott (Renaissance Fair Applicant) shared that the beer garden will be extended slightly to allow customers to view more of the entertainment from the stage. Allied Universal Security from Spokane helps with the event and will provide 2 security officers.

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

6. Recycling Services Agreement Between City of Moscow and University of Idaho (ACTION ITEM) - Tim Davis

The University of Idaho is committed to begin a single stream recycling program on campus with collection of recyclables performed in-house by Facilities staff. The City of Moscow implemented a single stream recycling program in 2016 for residential and multi-family customers. The City later made the single stream recycling program available to commercial customers in 2018. The City of Moscow has a long history of supporting recycling as a part of an overall sanitation strategy including owning the Moscow Recycling Center where all recyclables collected in Moscow are delivered and processed. The City of Moscow supports the University's commitment to begin a single stream recycling program on campus and is committed to accept, process and ultimately ship the University's single stream recycling materials to a Material Recovery Facility.

PROPOSED ACTIONS: Recommend approval of the Services Agreement between the City of Moscow, Idaho and University of Idaho for single stream recycling program as presented or provide staff further direction.

Davis introduced the item by sharing the University's approach to the City about reintroducing the recycling on campus which President Green has shown support of. Inland North Waste, University, and City staff have worked out delivery scheduling and logistics of the program. The University has purchased 250-395-gallon roll carts as well as a compact collection truck for the program efforts. The University janitorial staff have been trained on accepted materials and will be responsible for getting the recycling from the offices and buildings on campus to the roll-out carts for collection as well as screening and removing any contaminants. The University Facility staff will be responsible for collecting the carts and delivering them to the Recycling Center. The University will also compensate the City of Moscow for processing and shipping costs as well as a small administrative fee. The agreement for consideration automatically renews every October 1st unless terminated by either party.

Palmer shared that the U of I program has trained staff to meet the contamination level requirements which the City will monitor. The University chose to stop this program years ago and the students have since shared the demand for the return of program through administration.

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

7. Asphalt Rubber Chip - 2023 Bid Results and Contract Award (ACTION ITEM) - Todd Drage

Staff will provide an update on the Pavement Preservation Program for FY2023. This will include a summary of bids received for roadway improvements proposed in the coming year, and a recommendation of award.

PROPOSED ACTIONS: Recommend acceptance of the low responsive bid from Doolittle Construction, award the contract in the amount of \$433,962.33, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount; or provide staff further direction.

Drage introduced the item by sharing how the city's program helps identify roads eligible for treatment which helps elongate the life of the roads before needing to be replaced entirely. The asphalt rubber chip (AR Chip) consists of asphalt binder blended with a crumb rubber modifier (CRM) and covered with a heated pre-coated aggregate. This helps resist and prevent cracking as they propagate.

Approximately 40,000 square yards of road have been identified as eligible for the project including Washington, Jefferson, B, Logan, Lewis, and 2nd Street. A map of the exact locations was shared and is available in the packet. Solicitation went out last month and received one bid. The engineer's estimate was \$475,000. The seal is a fairly quick process causing little to no traffic issues.

Belknap shared that this was not a budgeted project in the current fiscal year, however last year the

Legislature appropriated about \$480,000 to the City for road maintenance. These funds will be included in the open budget process for the next fiscal year.

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

**8. Palouse Mall AC Water Main Replacement Bid Results and Contract Award (ACTION ITEM)
- Nate Suhr**

The Palouse Mall AC Water Main Replacement project consists of the removal and replacement of approximately 740 feet of 12-inch asbestos cement (AC) water main located behind the northeast corner of the Palouse Empire Mall. This project will also replace various drainage structures, water valves, and fire hydrants as needed. The replacement is necessary due to the brittle nature of AC pipe which is of high concern, especially when located near a production well where it will see daily pressure fluctuations due to well operation.

PROPOSED ACTIONS: Recommend acceptance of the bid from M.L. Albright & Sons, Inc., award the contract in the amount of \$422,530.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff with further direction.

Suhr introduced the item by sharing background of the location and the previous projects that have been done on this water line. The engineer's estimate for the project was \$481,185.00 and three bids were received. This project is estimated to be done in a 9 week window.

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

ADJOURN

The meeting adjourned at 4:37p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 8, 2023



AGENDA ITEM TITLE

Disbursement Report April 2023 (ACTION ITEM) - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending April 30th, 2023. A summary of the major expenditures has been approximated by category and represents 96% of the total expenditure of \$3,144,531.55.

Payroll	\$1,192,104.00
Professional Services	\$150,523.00
Sanitation	\$338,922.00
Capital Outlay	\$338,766.00
Capital Outlay - Improvement	\$261,182.00
Capital Outlay - Buildings	\$13,417.00
Capital Outlay - Vehicles	\$315,130.00
Supplies	\$243,881.00
Utilities	\$70,874.00
Contractual Payments	\$66,724.00
ACH Wells Fargo	\$41,632.00
Total	\$3,033,155.00

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of April 2023.

STAFF RECOMMENDATION

Approve the disbursement report and use of digital signatures to sign the Disbursements Report for the month of April 2023.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. April Revenue Report 2023
2. Disbursement Report April 2023
3. Cash & Investments Balances April 2023
4. Major Expenditures Report April 2023

RECEIPTS REPORT FOR APRIL 2023

		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	
	FUND NAME											Grand Total
Fund #												
101	GENERAL	28,051.87	133,928.05	54,993.10	-2,027,338.30	141,772.00	15,181.03	194,687.02	13,754.07	0.00	6,627.96	-1,438,343.20
105	STREETS	103,779.29	0.00	0.00	241,698.04	24,692.31	0.00	0.00	682.00	0.00	0.00	370,851.64
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	91,791.28	0.00	0.00	142.29	-87.00	0.00	91,846.57
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	7,979.60	0.00	0.00	0.00	0.00	0.00	0.00	7,979.60
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,582.24	0.00	0.00	0.00	0.00	58.82	1,641.06
220	WATER	0.00	0.00	0.00	0.00	497,129.22	0.00	1,208.95	52.75	0.00	0.00	498,390.92
230	SEWER	0.00	0.00	0.00	0.00	930,596.61	0.00	6,216.98	66.03	0.00	0.00	936,879.62
235	STORMWATER	0.00	0.00	0.00	0.00	60,498.26	0.00	0.00	0.00	0.00	0.00	60,498.26
240	SANITATION	0.00	0.00	0.00	0.00	494,587.12	0.00	0.00	33.30	0.00	0.00	494,620.42
290	FLEET	0.00	0.00	0.00	0.00	81,123.28	0.00	0.00	105.50	0.00	0.00	81,228.78
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,503.00	0.00	0.00	0.00	0.00	0.00	139,503.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
335	STORMWATER CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	24,655.62	6,554.62	0.00	0.00	31,210.24
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	2,712.31	0.00	0.00	0.00	2,712.31
590	BOND & INTEREST	4,245.21	0.00	0.00	0.00	0.00	0.00	1,952.06	0.00	0.00	0.00	6,197.27
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	136,076.37	133,928.05	54,993.10	-1,777,660.66	2,463,275.32	15,181.03	231,432.94	21,390.56	-87.00	6,686.78	1,285,216.49

DISBURSEMENTS REPORT FOR APRIL 2023											
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		4/6/2023	4/13/2022	4/20/2023	4/27/2023	4/10/2023	4/14/2023	4/7/2023	4/21/2023		
		AP 4.7.2023	AP 4.14.2023	AP 4.21.2023	AP 4.28.2023	4/24/2023 AP 4.7.2023 AP 4.21.2023	AP 4.14.2023	ID 68	ID69		
BATCH #											
CHECK #'s		104955-105028	105029-105120	105121-105194	105195-105255	April's CC ACH's	April's ACH's		21572	21573	
Fund #											
101	GENERAL	64,868.71	23,329.11	20,471.44	11,803.32	13,898.74			338,102.44	358,898.14	831,371.90
105	STREETS	74,410.80	11,080.42	10,947.28	5,476.39	176.09			27,529.50	31,801.44	161,421.92
120	RECREATION AND CULTURE	8,028.58	4,554.35	10,744.98	5,209.51	6,765.06			55,821.92	57,818.08	148,942.48
121	MSD COMM. PLAY FIELDS		461.19	1,846.71	139.64	549.40			2,500.42	2,603.06	8,100.42
123	1912 CENTER		10,750.00								10,750.00
128	TRANSIT CENTER	213.35	1,061.04		1,110.00						2,384.39
220	WATER	52,454.10	6,570.54	27,776.30	17,938.42	5,432.08			47,784.35	50,245.96	208,201.75
230	SEWER	186,628.80	8,465.27	2,088.65	10,682.09	6,154.68	19,083.27		54,904.35	55,841.10	343,848.21
235	STORMWATER	3,435.22	976.80	120.00	5,019.62	639.53			13,505.86	13,980.28	37,677.31
240	SANITATION	15.00	116,668.86	425.00	2,870.00		203,807.00		7,653.74	7,937.84	339,377.44
290	FLEET	3,366.68	324,131.43	3,068.94	15,452.50	1,106.89			12,775.18	10,600.92	370,502.54
295	INFORMATION SYSTEMS	4,194.12	1,774.43	11,917.54	1,993.65	6,909.44			20,532.73	21,266.43	68,588.34
320	WATER CAPITAL PROJECTS	1,750.00	316,342.40	16,400.05							334,492.45
330	SEWER CAPITAL PROJECTS	2,625.00									2,625.00
335	STORMWATER CAPITAL PROJECTS	2,500.00									2,500.00
340	SANITATION CAPITAL PROJECTS										0.00
350	CAPITAL PROJECTS	5,625.00		15,000.00	253,122.40						273,747.40
355	LID CONSTRUCTION										0.00
380	HAMILTON - PARKS & REC										0.00
590	BONDS & INTEREST										0.00
	TOTAL	410,115.36	826,165.84	120,806.89	330,817.54	41,631.91	222,890.27	0.00	581,110.49	610,993.25	3,144,531.55

Julia Parker

Sarah L. Banks, Finance Director

Sandra Kelly

Drew Davis

City of Moscow Cash and Investments Balances as of 4/30/2023		
Fund	Year to Date Balance	
General Fund	\$	8,864,436.39
Street Fund	\$	2,201,509.48
Culture & Recreation	\$	1,642,212.35
MSDCPF	\$	174,624.95
1912 Fund	\$	56,190.08
Transit Center	\$	50,363.21
Water Fund	\$	3,381,363.78
Sewer / WRRF	\$	4,547,193.66
Stormwater	\$	186,825.03
Sanitation Fund	\$	3,691,348.86
Fleet Fund	\$	5,848,788.68
Information Systems	\$	5,044,835.00
Water Capital	\$	7,710,643.87
Sewer Capital	\$	17,788,169.94
Stormwater Capital	\$	583,057.03
Capital Projects	\$	7,250,981.55
Sanitation Capital	\$	6,959,783.35
LID Construction	\$	11,321.47
Hamilton	\$	784,148.92
Bond & Interest	\$	992,192.12
LID Funds	\$	35,611.11
Payroll Service	\$	1,128,925.05
Total Cash & Investments	\$	78,934,525.88

Supplies		Utilities	
Arrow Construction Supply, Inc.	\$ 8,220.00	Avista Utilities	\$ 70,873.86
Crafco road saver for crack filling		March 2023	
Flood Defense Group, LLC	\$ 4,688.83		\$ 70,873.86
Flood barriers to control water flow and water from leaks (split w/ stormwater)			
Huber Technology, Inc.	\$ 117,053.99	Payroll	\$ 1,192,103.74
Huber Screen Parts			
Whitney Equipment, Co.	\$ 38,820.92		
South lift station pump (Budgeted item)		Contractual Payments	
Moscow Building Supply	\$ 2,792.05	Heart of the Arts	\$ 10,750.00
City supplies for different departments		Humane Society of the Palouse	\$ 4,568.00
CCPR, Inc.	\$ 3,340.00	Infosend, Inc.	\$ 3,751.01
Pump for dewatering area		Moscow Volunteer Fire Department	\$ 1,750.00
Geveko Markings, Inc.	\$ 5,352.00	Regional Public Transportation, Inc.	\$ 32,543.75
Optamark White line (40 @ \$88.20/ea) ChipFill (20 @ \$91.20/ea)		Alta Science and Engineering, Inc.	\$ 3,287.85
John S. Pocock, LLC	\$ 2,934.75	American Insurance Agency	\$ 10,073.50
Transport road salt (39.13 tons @ \$75.00/each)			
MetroQuip, Inc.	\$ 3,339.04		\$ 66,724.11
Casters and Jack assembly's for plows (#1-20 & #2-17)		ACH Wells Fargo	
Moscow Building Supply	\$ 2,999.00	Commercial Card Expense - March 31st	\$ 11,274.32
City supplies for different departments		Commercial Card Expense - April 7th	\$ 11,498.13
Duncan Distribution Co., LLC	\$ 2,815.48	Commercial Card Expense - April 14th	\$ 7,421.29
Network switches		Commercial Card Expense - April 21st	\$ 11,438.17
H.D. Fowler Company	\$ 5,003.56		
Parts needed for Well #8 line repair			
Mundy's Machine & Welding	\$ 8,000.00		\$ 41,631.91
Headwater Gate for Mtn. View and Jackson		Capital Outlay- Improvements	
Coleman Oil, Co.	\$ 14,743.80	Welch-Comer Engineers	\$ 12,500.00
Diesel fuel (3,905 gals @ \$3.78/ea)		Task order #16 Welch Comer for Construction Phase Services 2/19 - 3/18	
Correct Equipment, Inc.	\$ 14,875.00	T M L Construction, Inc.	\$ 10,708.40
Meters to replace vokes & dead meters in system.		Well house #6 Replacement Pay App 6	
Geveko Marklines, Inc.	\$ 5,292.00	Idaho Transportation Department	\$ 15,000.00
Optamark White line (60 @ \$88.20/ea)		ITD Match Payment for the N & S Mnt View TAP Grant 2023	
MetroQuip, Inc.	\$ 3,611.00	J-U-B Engineers, Inc.	\$ 39,367.85
Jet Nozzle		6th Street Bridge - Task 1 & 3 March-April 2023	
	\$ 243,881.42	Razz Construction, Inc.	\$ 183,606.16
		6th Street Bridge Over Paradise Creek - Street Improvments	
Capital Outlay - Vehicles			
Hughes Fire Equipment, Inc.	\$ 315,130.00		\$ 261,182.41
Chassis progress payment for new Pierce Saber pumper #5-20 (Fire)		Capital Outlay- Buildings	
	\$ 315,130.00	Castella Kom Architects	\$ 5,007.95
		Paul Mann Building Updates 2023	
		Dardan Enterprises, Inc.	\$ 8,408.80
		Contractors Retainage for Paul Mann Remodel Project 2022-2023	
Capital Outlay			
T M L Construction, Inc.	\$ 305,634.00		
Pay App #5 for Booster Station Phase II			\$ 13,416.75
J-U-B Engineers, Inc.	\$ 16,400.05		
Booster Station Phase II - Task 2 Bid and Construction Management March 2023			
Anchor Industries, Inc.	\$ 16,731.64		
Fumbrella supplies for the HLAC - Frames, Storage bags, Mesh tops, Groundsleeves, Center poles			
	\$ 338,765.69		

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COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 8, 2023



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

Cody Riddle, Deputy City Supervisor - Community Development

DESCRIPTION

The Moscow Chamber of Commerce + Visitor Center is hosting Camp Moscowanna on Saturday, June 10th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This summer camp-themed event is designed to evoke the nostalgia of family-friendly gatherings and features: corn-hole, a children's fishing hole, sing-a-long log, relay events, s'mores station, yarn art, photo booth, live music, up to ten local food vendors, and up to ten beer/wine vendors. The event has been reviewed and approved by staff as of April 13, 2023. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Camp Moscowanna is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12, a draft resolution has been prepared for the Council's consideration.

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of Camp Moscowanna for the duration of the event.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2023_Beer-Wine_The Entertainment District_Camp Moscowanna_Final

RESOLUTION NO. 2023-

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

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

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

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

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

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

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

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

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

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

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

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

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING CAMP MOSCOWANNA, 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 10th day of June, 2023, from 4:00 p.m. to 8:00 p.m.

Liability, Insurance and Safety:

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

Vendor:

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

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

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendors will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division a finalized site map which shall be drawn to show the location, dimension of, and relative distance between the following within The Entertainment District: (a) the beer and/or wine sales area; and (b) the boundaries where the beer and/or wine shall be consumed. Said site design and any subsequent alterations shall be approved in writing by Moscow Deputy City Supervisor – Community Development or designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and/or wine sales and dispensing shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. All food sales and service shall have a space no less than ten feet (10') between the approved beer and/or wine sales and dispensing area and the food sales or service area.
4. The Event Sponsor shall include an identification checking station and its general location on Event Site Map.
5. No person shall be allowed to purchase beer and/or wine other than within the area designated for beer and/or wine sales and dispensing as shown on the map required by this Resolution and only persons with a designated wristband shall be allowed to purchase, possess, and consume beer and/or wine.
6. All beer and/or wine shall be dispensed in and consumed from the designated Event container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for an alcoholic beverage.

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

Fee:

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

Failure To Comply:

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

PASSED on Motion by the Following Vote:

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

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

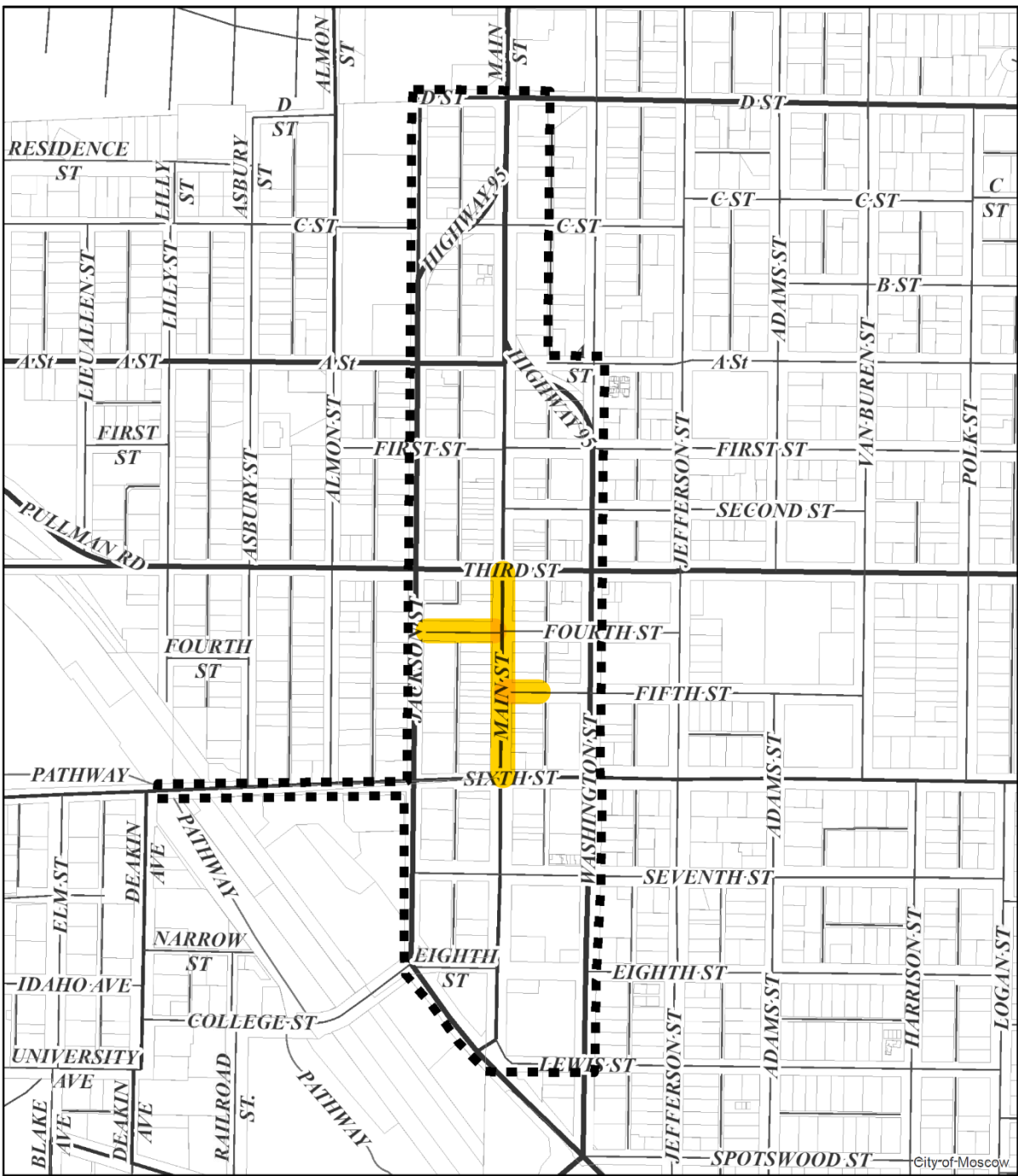
Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2023 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

DRAFT

Exhibit 'A' - Entertainment District Boundary



Legend

Entertainment District Boundary



Attachment B

City of Moscow Community Events Division EVENT APPLICATION



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

Submit completed forms electronically or physically to the Community Events office:
communityevents@ci.moscow.id.us or 221 East 2nd Street, Moscow. All applications must be legible.

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

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

1. Name of Event: Camp Moscowanna
2. Event Date(s): June 10, 2023
3. Event Location: Main St. From 3rd to 6th
4. Are you requesting a street closure for Event? Yes ☒ No ☐

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

Main St. from 3rd - 6th. Also blocking the intersection of 5th & Main. We would also like to close off the first turn into the Jackson St. parking lot in order to include Friendship square bathrooms in our event footprint, as well as host additional bathrooms.

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

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

No parking on Main St. the day of the event

6. Street Closure set-up/Load-in time: 2:00pm Event(s) Start time: 4:00pm
7. Event(s) End time: 8:00pm Street Closure take-down/Load-out time: 10:00pm
8. Is this a recurring Event (i.e. every 1st Thurs. or every Sat. May thru Oct.)? Yes ☐ No ☒
9. Is this an annual Event? Yes ☒ No ☐
10. Are you planning on having refreshments and/or food? Yes ☒ No ☐

EVENT APPLICATION – LAST UPDATED APRIL 3, 2023

Page 1 of 8

City of Moscow Community Events Division
EVENT APPLICATION



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

~~We will empty trash cans throughout the event. We will also have additional trash and recycling bins placed throughout the event. We will have volunteers to help keep trash and recycling bins usable throughout the event.~~

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

Yes ☒ (continue to Q.12)

No ☐ (skip to Q.14)

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

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

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

Yes ☒ (continue to Q.13)

No ☐ (skip to item B.)

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

Yes ☒ (see item A.)

No ☐ (skip to item B.)

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

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

City of Moscow Community Events Division
EVENT APPLICATION



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

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

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

14. Are you planning on having a band or music?

Yes ☒

No ☐

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

Live Band with PA system

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

No more than 10 food vendors and n/a beverages, No more than 10 alcohol vendors, up to 4 food trucks, 2,000 attendees.

16. Do you plan on having banners, signs, or other attention-getting devices in the Event?

Yes ☒ No ☐

17. Do you plan on using any designated public facilities or infrastructure for the Event?

Yes ☒ No ☐

If yes, list public facilities or infrastructure (i.e. public restrooms, picnic shelters, stages, etc.).

City of Moscow Community Events Division
EVENT APPLICATION



HOLD HARMLESS AGREEMENT:

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

SPONSOR acknowledges it will abide by any and all Federal, State, or City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees to comply with any and all Federal, State, or City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event and ensure that all participants comply with said Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees that if CITY determines she/he/they and/or any participant is not in compliance with said Directives and/or Regulations in effect at the time of the Event, CITY reserves the right to revoke the Event permit.

I, SPONSOR, certify under penalty of perjury pursuant to the law of the State of Idaho, that (1) I have read the foregoing Hold Harmless Agreement, understand it and agree with its contents and conditions; (2) I either have had an opportunity to speak with legal counsel or opted not to seek legal counsel prior to either signing this Agreement or electronically signing this Agreement by selecting the box below; and (3) understand that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement. I, SPONSOR, certify under penalty of perjury pursuant the law of the State of Idaho that the foregoing is true and correct and that I have the authority to bind the group or organization, if applicable, to this Agreement.

NAME: Samantha Martinet

DATE: 04/12/2023

EVENT SPONSOR ELECTRONIC SIGNATURE:



By checking this box as an electronic signature, I agree, declare, and certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct. I agree to all the terms and conditions that apply to the Community Event /Residential Neighborhood Block Party/Public Assembly/Street Parade/Sidewalk/Pathway Event, Permitting Process, and Hold Harmless Agreement. I certify under penalty of perjury pursuant to the law of the State of Idaho that I have authority to bind the group or organization, if applicable, to this Agreement. I am signing this document utilizing an alternative manner of providing an electric signature through agreeing to and checking the above box and understand this electronic signature is valid and binding upon me to the same force and effect as a handwritten signature.

EVENT SPONSOR NON-ELECTRONIC SIGNATURE:

(Required only if printing and submitting in person)

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

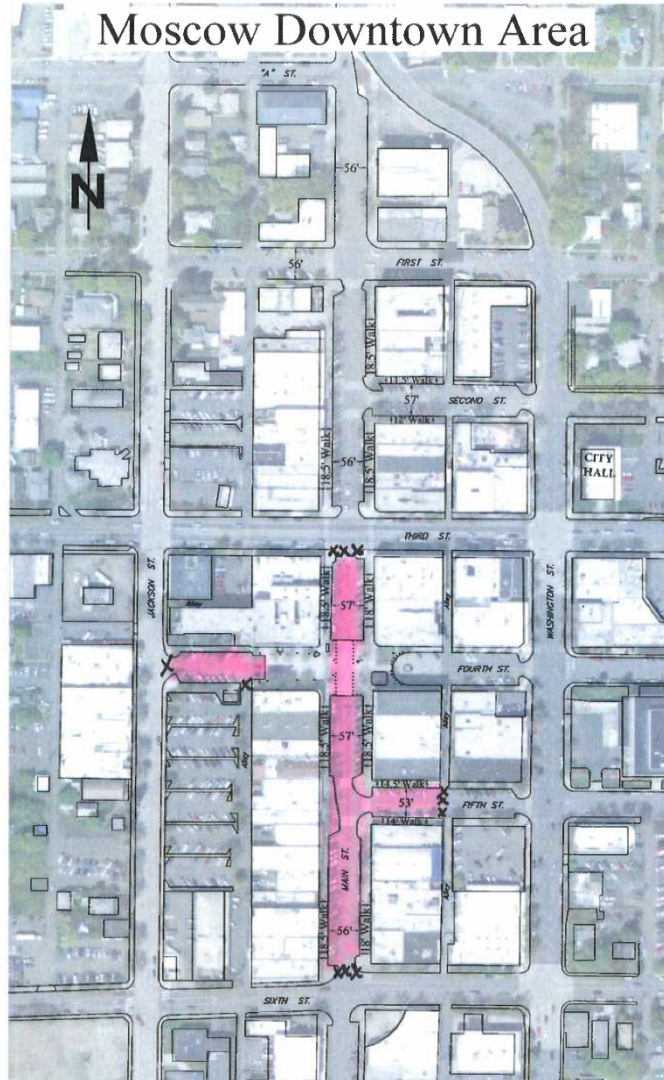
FOR OFFICE USE ONLY

☐ Community Event without alcohol	☒ Community Event with alcohol	☐ Street Parade Event
☐ Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)	☐ Public Assembly – no fee (march, picket, rally, demonstration, etc.)	☐ Residential Neighborhood Block Party Event
Date App Rec'd: <u>04/12/2023</u>	Fees Due: <u>\$298</u>	Fees Paid: _____

EVENT APPLICATION – LAST UPDATED APRIL 3, 2023

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City of Moscow Community Events Division
EVENT APPLICATION



EVENT APPLICATION – LAST UPDATED APRIL 3, 2023

Page 7 of 8



CLEARWATER GEAR

LAYOUT PROOF • 208-255-2900

Sales@clearwatergear.com • CS@clearwatergear.com • ClearWaterGear.com

THIS IS YOUR VIRTUAL PROOF: Please Read it Carefully! We cannot take responsibility for errors after receipt of your Art Approval email. Double Check for ANY spelling errors.

FOR APPROVAL: **YOUR ORDER IS ON HOLD!** Reply to this virtual proof email within 24 Hours "APPROVED" or "CHANGES NEEDED" if an error is found and describe the change needed for your approval. Virtual proof may not accurately depict registration, size or pms colors. All computer monitors show colors differently; final print colors may vary. We do our best to match PMS colors, but due to the materials and processes, some colors may vary. Capacity measurements are estimates and have some variance from glass to glass. There may be mis-registration on multi-color designs, within industry standards. Actual layout is shown to size.

Company name: Camp Moscowanna

Date: 4-5-22

WO:

Proof #2

art file: camp moscowanna 5oz pour 602 jar.ai

? qty #602 16oz Pint Jar White imprint Logo is 2.75" high (max), 5oz pour line is 1" wide	☐ LAYOUT APPROVED AS SHOWN, PROCEED. ☐ LAYOUT APPROVED WITH CHANGES NOTED. ☐ CHANGE LAYOUT AS NOTED, SUBMIT NEW LAYOUT.
--	---





CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES

CERTIFICATE NUMBER: 2023-2024 LIABILITY

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CITY OF MOSCOW
206 E 3RD ST
MOSCOW ID 83843

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amanda Nelson

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ACORD 25 (2016/03)

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NOISE EXEMPTION PERMIT REQUEST

Moscow City Code 10-11-2

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

Requested Event Date(s): 6/10/2023 Begin time: 4:00 pm End time: 8:00 pm

Event Location: Main St. 3rd - 6th

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

Alcoholic Beverages Available ☐ No

(Marking this box does not mean your request will be denied)

☒ Yes - Purchaser:

(If hosted or catered, name of serving organization)

Live Band Performing ☐ No

☒ Yes - Group:

Describe the event: Family Friendly Community Block Party with food vendors, drink vendors, live music, & games/activities

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

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

Person responsible for Group or Organization: Sam Martinet

Requesting Person's Address: Sam Martinet

Phone Number: 208-882-1800

Email Address: director@moscowchamber.com

Daytime phone number is required

Permits will be returned by email unless otherwise requested

Responsible person available **AT AND DURING** this event: Sam Martinet

Cell- or contact-phone during event: 719-251-3913

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: [Signature]

Date: 4.19.23



APPROVED



DENIED

Date permit valid: June 10, 2023

Hours permit valid: 4 pm - 8 pm

Noise level (dba) shall not exceed 85dba

at ☒ source at ☐ property line

Other Conditions: NA

T. Berrett

T. Berrett (Apr 13, 2023 15:07 PDT)

Police Chief or Designee (208) 883-7054

Community Events Division Event Application Review

Camp Moscowanna

4 pm - 8 pm

06/10/2023

Event Name

Date(s)/Time(s)

DEPARTMENT/DIVISION DESIGNEE

EVENT(S) APPROVED/DENIED

TL Berrett

TL Berrett (Apr 13, 2023 15:06 PDT)

Moscow Police Department

Officer presence required?

Yes ☐ No ☒ N/A ☐

Officers available?

Approve ☒ Deny ☐
Yes ☐ No ☒ N/A ☐

Dan Ellinwood

Dan Ellinwood (Apr 13, 2023 16:00 PDT)

Moscow Volunteer Fire Department

Approve ☒ Deny ☐

David R. Schott

David R. Schott (Apr 13, 2023 14:56 PDT)

Parks and Recreation Department

Approve ☒ Deny ☐

Kyle Rainer

Kyle Rainer (Apr 13, 2023 15:03 PDT)

Community Development-Engineering Division

Approve ☒ Deny ☐

[Signature]

Public Works-Environmental Services Division

Approve ☒ Deny ☐

Steven Schulte

Steven Schulte (Apr 13, 2023 14:49 PDT)

Public Works-Streets Department

Street closure required?

Yes ☒ No ☐ N/A ☐

ITD permit required?

Approve ☒ Deny ☐
Yes* ☐ No ☒ N/A ☐

*Application will remain pending until ITD grants applicant a permit

Time of street closure? 2:00 pm

10:00 pm

Fees? \$158.00

Start

End

Daytime

Nighttime

[Signature]

Laura Perrigo (Apr 19, 2023 11:16 PDT)

City Clerk/Deputy City Clerk

City of Moscow Community Events Division
ALCOHOL USE APPLICATION



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

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

Timeline for requesting Alcohol Use:

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

Event Name: Camp Moscowanna **Event Date(s):** June 10, 2023

Event Location: Main St. Between 3rd & 6th St.

Event Start time: 4:00 p.m. **Event End time:** 8:00 p.m.

Individual responsible per Event Application/Parks Reservation: Sam Martinet

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.

9a777158-8f28-4019-8af8-
c434e39aa1e4

Digitally signed by 9a777158-8f28-4019-8af8-
c434e39aa1e4
Date: 2023.04.13 17:01:06 -07'00'

4.13.23

Signature of Individual responsible for Event

Date

Date Received: 4/14/2023

Date non-refundable fee paid: 4/19/23



CITY OF MOSCOW

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

PERMIT NUMBER: 2023-13

EVENT DATE: 6/10/2023

EVENT TIME: 4-8 pm

THIS IS TO CERTIFY THAT

Moscow Chamber of Commerce + Visitor Center
411 S. Main Street
Moscow, ID 83843

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

PERMIT TYPE: Community Event with alcohol

PERMIT LOCATION: Downtown Moscow, Main Street from 3rd to 6th, including 5th Street to alleyway and first parking bay of Jackson Street parking lot

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

ISSUED THIS _____ DAY OF _____, 2023

(SIGNATURE OF LICENSEE)

DATE

(SIGNATURE OF STAFF)

DATE

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 8, 2023



AGENDA ITEM TITLE

Ordinance Amending Moscow City Code Title 4 Appeal Procedures (ACTION ITEM) - Cody Riddle

RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

Mia Bautista, City Attorney

DESCRIPTION

Staff is proposing an amendment to Moscow City Code to clarify the procedural requirements associated with appeals. This includes appeals of Zoning Administrator decisions to the Board of Adjustment and those of lower body decisions to City Council. The amendment is necessary to provide a clearer process for consideration of appeals. Standards for the review and consideration of appeals have historically been located in multiple sections of City Code as well as a resolution. It is unnecessary, and confusing for users, to maintain both ordinance provisions and a resolution to guide the appeal process. Council took the first step in cleaning up this issue with the repeal of Resolution 2000-17 on May 1, 2023. The proposed ordinance amendment will correct the remaining deficiencies by consolidating the procedural requirements and review standards in one Chapter of City Code (Title 4, Chapter 8). Section 8-2 addresses appeals of Zoning Administrator decisions and Section 8-5 covers appeals to City Council. Both sections clarify what individuals have standing to appeal, detail the submittal and review process, and specify how the public meeting will be conducted. The result is a clearly defined process that provides predictability and consistency for the public, staff, and final decision makers.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend forwarding the proposed amendment to the Planning and Zoning Commission for public hearing, or provide staff with further direction.

STAFF RECOMMENDATION

Recommend forwarding the ordinance amendment to the Planning and Zoning Commission for public hearing.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Draft Ordinance Amendment

ORDINANCE NO. 2023 - ____

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REPEAL OF MOSCOW CITY CODE TITLE 4, CHAPTER 10, SECTION 10-8, PROCEDURES FOR APPEALS OF INTERPRETATION OR ADMINISTRATION; PROVIDING FOR THE AMENDMENT OF TITLE 4, CHAPTER 5, SECTION 5-6. D. AMENDING THE REFERENCE TO THE SECTION BEING REPEALED BY THIS ORDINANCE; PROVIDING FOR THE AMENDMENT OF TITLE 4, CHAPTER 8, SECTION 8-2 AMENDING THE APPEAL PROCESS; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 8, SECTION 8-5, APPEALS TO CITY COUNCIL; PROVIDING FOR THE AMENDMENT OF TITLE 4, CHAPTER 8, TABLE OF CONTENTS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS; Moscow City Code Title 4, Chapter 10, Section 10-8 is located in a Chapter that addresses “Public Hearing Procedures”; and

WHEREAS; appeal considerations are not public hearings, rather, they are matters to be addressed in a public meeting; and

WHEREAS; Moscow City Code Title 4, Chapter 8, Section 8-5 currently addresses appeals to City Council related to Board of Adjustment decisions and Planning and Zoning Commission decisions regarding the interpretation or administration of the Zoning Code; and

WHEREAS; Moscow City Code Title 4, Chapter 10, Section 10-8 is redundant and duplicative to the standards contained within Moscow City Code Title 4, Chapter 8, Section 8-5; and

WHEREAS; Moscow City Code Title 4, Chapter 8, Section 8-2 currently addresses appeals to the Board of Adjustment related to the interpretation or administration of the Zoning Code by the Zoning Administrator and refers to Moscow City Code Title 4, Chapter 10, Section 10-8 for the appeals process; and

WHEREAS; the amendments contained herein provide a clearer process for Council consideration of appeals, specifies the grounds upon which an appeal can be made which are consistent with the requirements of I.C. §§ 67-6521(d) and 67-5279(3), as well as eliminate the establishment of appeal procedures and guidelines by resolution; and

WHEREAS; City Council believes the proposed amendments are in the public’s best interest.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MOSCOW, IDAHO, AS FOLLOWS:

SECTION 1: All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following sections of this Ordinance.

SECTION 2: That Moscow City Code Title 4, Chapter 10, Section 10-8 be repealed:

~~Sec. 10-8. Procedures for Appeals of Interpretation or Administration.~~

~~C. The Council shall review the appeal on the written record generated and/or preserved by the Board. Decisions made regarding appeals herein should be founded upon sound reason and practical application of recognized principles of law. When considering the merits of an appeal, no additional public testimony or information shall be taken or considered by the Council. After considering the record and the reasons for the appeal, the Council shall take one or more of the following actions:~~

- ~~1. Sustain the Decision. Sustain the decision of the Board in whole or in part.~~
- ~~2. Reverse the Decision. Reverse the decision of the Board in whole or in part.~~
- ~~3. Remand the Decision. a. Remand the matter in whole or in part to the Board with comments and/or instructions for further consideration by the Board or for remand by the Board to the Zoning Administrator in order to gather more information on the matter. The Council shall remand the appeal in whole or in part for gathering of additional material information and a subsequent decision only where it is shown by a preponderance of the evidence that there is:
 - ~~(1) New material information not available or readily discoverable at the time of the Zoning Administrator's decision; and~~
 - ~~(2) It is in the public interest to develop such additional material information on the matter.~~~~

~~B. Procedures and guidelines for an appeal in addition to that contained herein may be established from time to time by resolution of the Council.~~
(Ord. 2007-10, 09/17/2007)

SECTION 3: That Moscow City Code Title 4, Chapter 5, Section 5-6. D. be amended as follows:

Sec. 5-6 Variance and Appeal Procedures.

...

- D. Appeals. The Board of Adjustment shall hear and decide appeals from the interpretations of the Zoning Administrator. Procedures regarding appeals are governed by MCC Section 4-8-2 and ~~4-8-54-10-8~~. The Board of Adjustment shall consider the following in ruling on an appeal: All technical evaluations, all relevant factors, standards specified in other sections of this Ordinance, including:
1. The danger that materials may be swept onto other lands with potential for the injury of others;
 2. The danger to life and property due to flooding or erosion damage;

3. The susceptibility of the proposed facility and its contents to flood damage and the effects of such damage on the individual landowner;
4. The importance of the services provided by the proposed facility to the community;
5. The necessity of the facility to a waterfront location, where applicable;
6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
7. The compatibility of the proposed use with existing and anticipated development;
8. The relationship of the proposed use to the comprehensive plan and flood plain management program for that area;
9. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
10. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
11. The cost of providing government services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.

SECTION 4: That Moscow City Code Title 4, Chapter 8, Section 8-2 be amended as follows:

Sec. 8-2 Appeals of Zoning Administrator Decisions.

- A. Appeals to the Board of Adjustment concerning the interpretation or administration of this Zoning Code by the Zoning Administrator may be made by any applicant, City representative, or affected person thereby. Such appeal shall be made within thirty (30) days from the date the appellant first knew of or, with reasonable diligence, could have known of such interpretation or administration of the Zoning Code by the Zoning Administrator. An appeal shall be made by filing with the Zoning Administrator a written notice ~~of appeal~~ specifying the grounds thereof ~~and paying an appeal fee established from time to time by Resolution of the Council.~~ Upon the filing of an appeal, the Zoning Administrator shall forthwith submit to the Board of Adjustment all materials constituting the record upon which the appeal is made. Should the appellant acquire additional information pertinent to the Zoning Administrator's interpretation or administration of the Zoning Code, the appellant shall be presented the additional information to the Zoning Administrator for consideration and issuance of a new decision prior to consideration of an appeal by the Board of Adjustment.
- B. The Board of Adjustment shall fix a reasonable time for the consideration of the appeal within thirty (30) days of the receipt of notice of appeal by the Zoning Administrator. Consideration of the appeal shall be pursuant to ~~Section 4-8-54-10-8 of this Code~~ the procedures contained herein. At the consideration on the appeal, the appellant and any affected person may appear in person or by agent or attorney.
 1. Grounds upon which an appeal to the Board of Adjustment may be made following a final decision of the Zoning Administrator:
 - a. Decision violates statutory or constitutional provisions;
 - b. Decision exceeds statutory authority;
 - c. Decision was made upon unlawful procedure;
 - d. Decision was unsupported by substantial evidence in the records or as a whole; or
 - e. Decision was arbitrary, capricious, or an abuse of discretion.

2. Scope of Appeal. The appeal shall be limited to the issues raised in the written notice of appeal, which shall specifically state the allowed grounds upon which the appeal is being made to the Board of Adjustment as provided herein. The appellant must indicate in the appeal whether they are requesting oral argument before the Board of Adjustment.
3. Record. The Zoning Administrator shall provide the Zoning Board of Adjustment all documentation, information, City ordinances, and records considered by the Zoning Administrator in making their final decision. New information that was not considered by the Zoning Administrator shall not be provided to or considered by the Zoning Board of Adjustment.
4. Public Meeting. Upon receipt of the complete Record, City Clerk will notice the matter for consideration before the Zoning Board of Adjustment as a noticed public meeting.
5. If no oral argument is requested, City Staff will introduce the appeal, and then the Board of Adjustment may ask questions of the Appellant and City Staff and then the Board of Adjustment will conduct its deliberations.
6. If oral argument is requested, the process for the Zoning Board of Adjustment to hear the appeal will proceed as follows:
 - a. Staff Introduction of Appeal. City staff shall provide an introduction of the facts pertaining to the appeal, the procedure followed by the Zoning Administrator, and answer questions about the content of the established Record.
 - b. Appellant Argument. Appellant will be allowed to argue the issues presented in the appeal. The time allowed for argument is set by the Chair of the Zoning Board of Adjustment.
 - c. Applicant, if not the Appellant, is permitted to offer a rebuttal. The time allowed is set by the Chair of the Zoning Board of Adjustment.
 - d. Appellant will be permitted a rebuttal to the Applicant's rebuttal. The time allowed is set by the Chair of the Zoning Board of Adjustment.
 - e. At the conclusion of arguments, the Zoning Board of Adjustment will conduct its deliberation.
7. After considering the record, the reasons for the appeal, and oral argument if requested, the Zoning Board of Adjustment shall take one or more of the following actions:
 - a. Sustain the Decision. Sustain the decision of the Zoning Administrator in whole or in part.
 - b. Reverse the Decision. Reverse the decision of the Zoning Administrator in whole or in part.
 - c. Remand the Decision. Remand the matter in whole or in part to the Zoning Administrator with comments and/or instructions for further consideration. The Zoning Board of Adjustment shall remand an appeal in whole or in part for gathering additional material information, and a decision based upon the original and the additional presented evidence where the appellant shows the Zoning Board of Adjustment, by a preponderance of the evidence, that there is:
 - i. New material information which was not available or readily discoverable at the time of the final decision, and
 - ii. It is in the public interest to develop such additional material information on the matter.

C. Stay of Proceedings: The filing of an appeal shall stay all interpretations, proceedings and/or activities and furtherance of the action appealed from, including the issuance of building and/or other permits related to the subject property. A stay may be lifted, in whole or in part, only where the Zoning Administrator files a written affidavit with the City Clerk certifying that a stay would, in the opinion of the Zoning Administrator, not serve the purposes for which relevant Code provisions were intended or would cause endangerment to life and/or property. The Zoning Administrator should lift the stay, in whole or in part, only to the extent necessary to further the intent of relevant Code provisions. Where the Zoning Administrator files such an affidavit, interpretations, proceedings and/or activities shall not be stayed other than by the Board, Commission or Council before whom the matter is pending or by a Court of Record. A request for review of the Zoning Administrator's affidavit regarding the stay shall be heard with the consideration of the related appeal, if requested by an affected person not less than ten (10) days prior to such consideration.

D. The appellant shall submit an appeal fee established from time to time by the Council by resolution.

(Ord. 2007-10, 09/17/2007)

SECTION 5: That Moscow City Code Title 4, Chapter 8, Section 8-5 be amended as follows:

Sec. 8-5. Appeals to City Council.

A. Appellant. Any applicant, City representative, or affected person, may appeal a final decision of the Board of Adjustment or of the Planning and Zoning Commission to the Council within ten (10) calendar days following a final decision of such Board or Commission regarding an interpretation of or administration of the Zoning Code by the Zoning Administrator, which includes: a variance application, conditional use permit, ~~special-use permit~~, or PUD, by filing written notice of appeal specifying the grounds therefor with the City Clerk, or their designee. Grounds upon which an appeal to the City Council may be made following a final decision of the Board of Adjustment or of the Planning and Zoning Commission includes the following:

1. Decision violates statutory or constitutional provisions;
2. Decision exceeds statutory authority;
3. Decision was made upon unlawful procedure;
4. Decision was unsupported by substantial evidence in the records or as a whole; or
5. Decision was arbitrary, capricious, or an abuse of discretion.

B. Appeal Process.

1. Intent. It is the intent of the Council that decisions made regarding appeals herein should be founded upon sound reason and practical application of recognized principles of law. The Council shall not act on an appeal, which, in the judgment of the Council, differs materially from that which was considered by the Board or Commission.

2. Scope of Appeal. The appeal shall be limited to the issues raised in the written notice of appeal, which shall specifically state the allowed grounds upon which the appeal is being made as provided herein. The appellant must indicate in the appeal whether they are requesting oral argument before the Council.

3. Record. The Council shall receive a transcript of the public hearing held by the Board of Adjustment or the Planning and Zoning Commission, along with all other documentation, information, and records considered by the Board or Commission in making its final decision. New information or public testimony that was not considered by the Board or Commission shall not be provided to or considered by the Council.

4. Public Meeting. Upon receipt of the complete Record, City Clerk will notice the matter on a regularly scheduled City Council meeting. Mailed notice of the public meeting shall be provided to the same persons as were provided notice of the original public hearing on the matter no less than seven (7) days prior to the meeting during which the appeal will be considered.

5. If no oral argument is requested, City Staff will introduce the appeal, and then the Council may ask questions of the Appellant and City Staff and then the Council will conduct its deliberations.

6. If oral argument is requested, the process for the Council to hear the appeal will proceed as follows:

a. Staff Introduction of Appeal. City staff shall provide an introduction of the facts pertaining to the appeal, the procedure followed by the Board or Commission, and answer questions about the content of the established Record.

b. Appellant Argument. Appellant will be allowed to argue the issues presented in the appeal. The time allowed for argument is set by the Mayor.

c. Applicant, if not the Appellant, is permitted to offer a rebuttal. The time allowed is set by the Mayor.

d. Appellant will be permitted a rebuttal to the Applicant's rebuttal. The time allowed is set by the Mayor.

e. At the conclusion of arguments, the Council will conduct its deliberation.

~~BC. The Council shall review the appeal on the written record generated and/or preserved by the Board or Commission. Council Action. It is the intent of the Council that decisions made regarding appeals herein should be founded upon sound reason and practical application of recognized principles of law. The Council shall not act on an appeal, which, in the judgment of the Council, differs materially from that which was considered by the Board or Commission. When considering the merits of an appeal, no additional public testimony or information shall be taken or considered by the Council. After considering the record, and the reasons for the appeal, and oral argument if requested, the Council shall take one or more of the following actions:~~

1. Sustain the Decision. Sustain the decision of the Board or Commission in whole or in part.
2. Reverse the Decision. Reverse the decision of the Board or Commission in whole or in part.
3. Remand the Decision.

- a. Remand the matter in whole or in part to the Board or Commission with comments and/or instructions for further consideration by the Board or Commission. The Council shall remand an appeal in whole or in part for gathering of additional material information, and a decision and an accompanying reasoned statement based upon the original and the additional presented evidence where the appellant shows the Council, by a preponderance of the evidence, that there is:
 - i. New material information which was not available or readily discoverable at the time of the final decision, and
 - ii. It is in the public interest to develop such additional material information on the matter.
- b. Any public hearing on remand, at which additional testimony or evidence is to be admitted, shall observe notice and hearing requirements applicable to the original public hearing.

ED. The appellant shall submit an appeal fee established from time to time by the Council by resolution.

~~D. Procedures and guidelines for an appeal in addition to that contained herein shall be established from time to time by resolution of the Council.~~
(Ord. 2007-10, 09/17/2007)

SECTION 6: That Moscow City Code Title 4, Chapter 8 Table of Contents be amended as follows:

APPEALS, VARIANCES, AND ~~CONDITIONAL AND SPECIAL~~ USES

- Sec. 8-1: Duties of the Board of Adjustment
- Sec. 8-2: Appeals of Zoning Administrator Decisions
- Sec. 8-3: Variances
- Sec. 8-4: Conditional Uses
- Sec. 8-5: Special Uses Appeals to City Council
- Sec. 8-6: Ability of Use Permits to Assume Variance Functions

SECTION 7: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of the remaining provisions which can be given effect without the invalid provision. The remaining sections of Title 4 shall be in full force and effect.

SECTION 8: ENFORCEMENT. The adoption of this Ordinance shall not, in any manner, affect any prosecution for violation of any other ordinance committed prior to the effective date of this Ordinance or be construed as a waiver of any license or penalty due under any other ordinance, or in any manner affect the validity of any action heretofore taken by the City of Moscow City Council, or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this Ordinance.

SECTION 9: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED on Motion by the Following Vote:

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

ADOPTED by the City Council of the City of Moscow 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 an Ordinance 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

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 8, 2023



AGENDA ITEM TITLE

Idaho Public Television Tower Lease Agreement (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City is currently working toward the replacement of the City's emergency communications radio system due to the current equipment reaching end-of-life as well as system coverage deficiencies. One component of that project will include the installation of additional radio antennas and equipment on the radio tower located on Paradise Ridge which is owned by the State of Idaho and operated by Idaho Public Television (IPTV). Staff worked with IPTV to prepare a lease agreement to allow the installation of the new equipment planned for installation with the new radio system. The Lease Agreement is now before the Council for review and approval.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Recommend approval of the proposed lease agreement.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. IPTV Tower Lease Final

**SITE LICENSE AND USE AGREEMENT
BETWEEN IDAHO PUBLIC TELEVISION AND CITY OF MOSCOW
FOR PARADISE RIDGE TOWER SITE**

This Site License and Use Agreement, hereinafter “Agreement,” is made by and between the State of Idaho through its State Board of Education acting through Idaho Public Television (IPTV), hereinafter “Licensor”, and City of Moscow, a Municipal Corporation of the State of Idaho hereinafter “Licensee”, for the privilege of using a portion of Licensor’s transmission tower and communications building, hereinafter “Premises”, located at Paradise Ridge, Idaho. The term “Parties” refers collectively to Licensee and Licensor.

WHEREAS, the Licensor holds a leasehold interest in certain real property on Paradise Ridge by virtue of a Site Lease agreement with the Board of Regents of the University of Idaho (“UI”) (hereafter “Site Lease”), attached as Exhibit A, the provisions, limitations, terms, and permitted uses of the Site Lease apply to this Agreement and shall be binding upon Licensee, with the exception of the terms specifically detailed herein that are different than the terms in the Site Lease; and

WHEREAS, the property and Premises operated by Licensor are not needed exclusively for its purposes; and

WHEREAS, the Site Lease permits Licensor to sublet portions of the Premises with the prior written consent of UI; and

WHEREAS, upon review of this Agreement UI has provided its written consent for Licensor to sublet portions of the Premises as described herein to Licensee, and acknowledges said consent on the signature line at the end of this Agreement;

NOW THEREFORE, THE PARTIES AGREE 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 AGREE TO THE FOLLOWING:

1. Premises Description. Licensee enters into this Agreement with Licensor for access to a portion of the IPTV-owned transmission tower and communications building (“Premises”) located at Paradise Ridge. The Premises is located upon certain real property owned by UI and legally described and identified in Recital A to the Site Lease, a copy of which is attached as Exhibit A and which is fully incorporated by reference herein.

2. Equipment List. Licensor enters into this Agreement authorizing Licensee’s equipment be placed on the transmission tower and in the communications building as set forth in the Equipment List, a copy of which is attached as Exhibit B, and which is fully incorporated by reference herein. Licensee shall obtain permission and approval from Licensor prior to changing equipment on the transmission tower and in the communications building, and will require revision to Exhibit B. Should Licensee upgrade to a higher power transmitter and/or a bigger antenna, Licensor may request an increase to the license fee set forth in Section 4, , which shall be reviewed by Licensee and any revision to the license fee will be agreed upon by the Parties in writing.

3. Term. This Agreement shall be effective from the date of the last signature on this Agreement (“Effective Date”), and shall expire on June 20, 2029, the same date of the expiration of the Site Lease.

4. Consideration

a. **License Fee.** Licensee shall pay an initial license fee of six hundred fifty dollars (\$650.00) per year, payable upon execution of this Agreement. Upon each anniversary of the Effective Date, the license fee shall be increased annually by an amount equal to three percent (3%) of the license fee for the immediately preceding year. Said payments shall be due within thirty (30) days of the anniversary of the Effective Date. This Agreement terminates if license fees

are not received by Licensor within 30 days of each due date of this Agreement.

b. Licensee accepts this Agreement, subject to any valid existing rights, and agrees not to use the Premises, or any part thereof, except as a site for only the installation, operation, use, maintenance, and termination of the communication equipment described above.

5. Installation and Maintenance of Licensee Equipment

a. All plans for Licensee equipment installation on the transmission tower and in the communications building must be prepared by a licensed professional engineer. Such plans must be approved in writing by Licensor before commencement of any work.

b. Only bonded, insured service providers shall be authorized to perform installation and removal work on the transmission tower.

6. Building Access. Licensee will be given one key upon receipt of first payment. This key shall not be duplicated by Licensee. If Licensee requires additional access to the Premises, Licensee must notify Licensor, through the Chief Engineer at KUID/KCDT TV, at the station number (208) 885-1226. Licensee must also notify the Chief Engineer upon entry and departure from the Premises. ONLY SPECIFIED PERSONNEL SHALL HAVE ACCESS TO THE PREMISES.

7. Power. The annual license fees are intended to cover the projected cost for Licensee's use of power and will not be billed separately. The license fee includes access to and use of the existing generator on site, any use of a future replacement generator or backup power and no additional fees will be requested of Licensee to cover the cost of any necessary ongoing maintenance, repair, or replacement of a generator or backup power. Any remaining fees collected that exceed Licensee's proportionate use of the power will be applied to various site maintenance expenditures. If power use exceeds agreed lease amount Licensee will be billed for the balance.

8. Interference. Licensee agrees that its equipment will be placed so that it does not block

access to existing equipment on the Premises. Licensee shall ensure that its equipment operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the Premises. If Licenser or an authorized official of the Federal Communications Commission (FCC) determines that Licensee's use interferes with existing equipment, Licensee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of Licenser or FCC official. Licenser agrees that Licenser will not permit its equipment or equipment of others to be placed in a manner that will block access to Licensee's equipment. Licenser also agrees that Licenser will not permit its equipment or equipment of others to cause harmful interference with the operation of Licensee's equipment.

9. Compliance with Laws. Licensee and Licenser will comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, operation, and maintenance in exercising the rights granted by this Agreement.

10. Authorizations/Permits. Use of communications equipment is contingent upon the possession of a valid FCC or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment shall be in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by Licensee for the equipment being operated. Licensee shall provide Licenser, or its authorized representatives, when requested, with current copies of all licenses for equipment in or on facilities covered by this Agreement. Additionally, Licensee shall be responsible for paying any fees for permits that may be required from other entities for Licensee's use of the Premises and property.

11. Maintenance. Licenser shall maintain the tower and the communications building. Licenser shall not maintain service for Licensee, nor any related broadcast transmitting equipment owned by Licensee. Licensee shall be responsible for the cost and expense of all repairs, and

replacement of all parts and all maintenance of Licensee's equipment.

12. New or Additional Use. Any new or additional use of the Premises by Licensee requires Licensors prior written consent. Any new or additional use by Licensee without the authorization of Licensors shall be prohibited and will be considered a breach. If Licensee receives approval by Licensors for the new or additional use, the cost for additional frequency filtering devices, as well as costs for engineering tests and installation of devices shall be borne entirely by Licensee.

13. Repairs, Alterations, and Waste. Licensee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds or any other part or portion of the Premises, including fixtures. Licensee further covenants that it will return the licensed Premises at the expiration of this Agreement, at the termination of this Agreement, or any extension thereof, to Licensors in the same condition as originally received, reasonable wear excepted. Licensee will maintain a clean and clutter-free equipment area. No storage is permitted in or around the equipment racks. Furthermore, this Agreement provides no terms for any storage on the Premises. Licensors shall not permit any use of the Premises that would interfere with Licensee's use pursuant to this Agreement.

14. Inspection. Licensee shall permit Licensors or Licensors' authorized representative to inspect Licensee's equipment and any improvements at any reasonable time and Licensee acknowledges UI's right of entry pursuant to Section 18 of the Site Lease (Exhibit A). Licensors has no duty, however, either before or during the term of this Agreement, to inspect the Premises or to warn of hazards and, if Licensors inspects the Premises, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or expiration of this Agreement, regardless of cause.

15. Insurance. Licensee is provided a comprehensive liability plan through ICRMP for maintaining in full force and effect, Auto, General Liability, and Property insurance, and is subject

to the limits authorized pursuant to the Idaho Tort Claims Act under Idaho Code Title 6, Chapter 9. Licensors are State of Idaho agencies and are provided a comprehensive liability plan through the Risk Management Program established under Idaho Code section 67-5773 *et seq.*, which is funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho Code section 6-901 *et seq.* It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment.

17. Fire or other damage. If, during the term of this Agreement, the Premises hereof shall be destroyed or damaged by fire, water, wind, lightning or other cause not the fault of Licensee, so as to render the Premises unfit for occupation by the Licensee, this Agreement shall be automatically terminated. Licensee shall then immediately surrender the Premises to Licensor and Licensor shall reimburse Licensee the unused license fee proportionate to the fees in Section 4 to the time of such surrender.

18. Notices. Any notice required to be served in accordance with the terms of this Agreement shall be sent by registered or certified mail. Any notice required to be sent by Licensee shall be sent to Licensor as follows:

State Board of Education
Idaho Public Television
ATTN: Director of Technology
1455 N Orchard St
Boise ID 83706-2239

Any notice required to be sent by Licensor shall be sent to Licensee as follows:

City of Moscow, a Municipal Corporation of the State of Idaho
ATTN: Bill Belknap, City Supervisor
206 East Third Street,
Moscow, Idaho 83843

19. Improvements and Alterations Regarding Licensee's Equipment.

a. Installation. Licensee shall not make any alterations, additions or improvements regarding its allowed equipment on the tower or allowed equipment in the communications building without the prior written approval of Licensor or Licensor's authorized representative. Any and all alterations and improvements allowed by Licensor shall be made by Licensee at its sole cost and expense, in compliance with Section 5 a. and b., and must comply with all appropriate codes, ordinances, rules and regulations. Any approved changes of the equipment may require adjustment of the license fee to a mutually agreed rate.

b. Treatment of Approved Improvements Upon Expiration of Agreement. In the event this Agreement expires without Licensee having made application to renew, Licensor shall have the right to require Licensee to remove all approved improvements placed or caused to be placed upon the Premises by Licensee, and to require Licensee to restore the Premises as nearly as is reasonably practical to its natural condition, all at Licensee's sole cost and expense.

c. Treatment of Non-Approved Improvements. Any improvements to the Premises which are not approved by Licensor shall be removed by Licensee at Licensee's sole cost and expense. Upon the expiration of the Agreement's term, if unapproved improvements remain on the Premises, then Licensor may, at its discretion, either remove such unapproved improvements and charge the cost of removal and restoration to Licensee, or retain the unapproved improvements at which time such improvements shall become the property of Licensor and shall remain in and be surrendered with the Premises as part thereof at the termination of the Agreement.

20. Removal of Personal Property. Licensee, upon termination of this Agreement, shall, within sixty (60) days, remove its exclusively used personal property and fixtures from the licensed Premises. Licensee shall restore the licensed Premises to a good serviceable condition.

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21. Default, Termination or Abandonment. Licensee shall be in default immediately upon the breach of any covenant contained in this Agreement.

a. Notice of Default. At any time after the occurrence of default or defaults under this Agreement, while any such default remains without remedy, Licenser shall have the option of giving notice in writing of its intention to terminate this Agreement by personal service upon, or by written notice directed to Licensee. Such notice of intention to terminate shall specify the default or defaults then outstanding. Waiver or acceptance of any default of the terms of this Agreement by Licenser shall not operate as a release of Licensee's responsibility for any prior or subsequent default.

b. Termination and Extension. After the thirty (30) days from giving of such notice in the case of default, if one or more defaults described in such notice then remains without remedy, this Agreement shall terminate without further notice and all rights of the Licensee shall cease. Licenser may in writing, at its option, extend the above period, if in the judgment of Licenser, an extension is justified.

c. Vacation of Premises. Upon termination of this Agreement, Licensee shall cease its operations on and/or in the licensed Premises. In the event Licensee fails to vacate the Premises on the date of termination, Licensee shall be liable for any and all costs to Licenser arising from such failure.

d. Abandonment. In the event that it becomes apparent in Licenser's sole judgment that the Premises have ceased to be used or been abandoned for a continuous period of sixty (60) days, Licenser shall, at its option, have the right to terminate this Agreement, provided due notice of termination shall be given to Licensee not less than thirty (30) days prior to the proposed termination date.

22. Surrender of Premises. Upon the termination of this Agreement, or upon Licensee's default, Licensee shall surrender the Premises to Licenser in good order and condition, reasonable wear excepted.

23. Sublease and Assignment. This Agreement shall not be transferable or assignable to an heir, executor, administrator, successor or other assign without the prior written consent of the authorized representatives of Licensor and UI. In no event shall Licensee enter into a sublicense agreement with another party or entity.

24. Modification. This Agreement may be modified only by a prior written consent or written amendment to this Agreement signed by the authorized representatives of Licensor and Licensee with prior written consent of UI pursuant to Section 8 of the Site Lease (see Exhibit A).

25. Sufficient Appropriations. The Legislature is under no legal obligation to make appropriations for Licensor to fulfil this Agreement and this. Agreement shall in no way or manner be construed to bind or obligate Licensor beyond the term of any particular appropriation of funds by the State's Legislature. Licensor reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds, or requires any return or "give-back" of funds required for Licensor to maintain operations on Paradise Ridge, or if the executive branch of the State of Idaho mandates any cuts or holdback in Licensor's spending. Any such termination shall take effect on ten (10) days' notice. This Agreement is contingent upon Licensee receiving the necessary funding to cover financial obligations of Licensee. In the event that such funding is not received or appropriated, then, and in that event, Licensee's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.

26. Loss of Licensee Authorizations. It is understood and agreed that Licensee operates under the rules and regulations of the Federal Communications Commission and has obtained the required licensing to operate the equipment described herein. If such licensing is revoked or denied, Licensee must cease operations and this Agreement will be considered void from the revocation date. At that moment, all conditions set forth in section 24 of this Agreement must

apply and Licensors shall reimburse Licensee for the unused license fee proportionate to the fees in Section 4 to the time of such surrender.

27. No Warranties or Representations Regarding Access. Licensors makes no representations or warranties, express or implied, with respect to any aspect, feature or condition of the Premises regarding the suitability or permissibility of Premises for Licensee's intended use. Licensors does not warrant the existence of any rights of ingress or egress for the Premises for Licensee and any such rights for Licensee shall be established or verified to the extent Licensee deems necessary to benefit from the terms of this Agreement.

28. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Agreement, shall be deemed to enlarge, limit or otherwise effect the operation of this Agreement. Licensee warrants that it has the authority and capacity to enter into this Agreement.

29. Governing Law and Forum. This Agreement shall be construed, enforced, and governed in accordance with the laws of the State of Idaho. Venue for any legal action undertaken to enforce any provisions of this Agreement is exclusively in the Second Judicial District, Latah County, Idaho. The party prevailing in any lawsuit arising from this Agreement and its enforcement will be entitled to its respective costs and reasonable attorney fees.

30. Severability. Should any provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction, then such finding will not cause to void or nullify the portions of this Agreement which can remain in effect after the severance of the unenforceable provisions.

31. Representation of Authority. Licensee represents to Licensors that:

a. Licensee is a municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Idaho and has all the requisite corporate power and authority to operate its business as it is now operated and to enter into this Agreement and to perform as contemplated in

this Agreement.

b. The execution, delivery, and performance of this Agreement and the consummation of all transactions contemplated by this Agreement have been duly authorized. This Agreement has been duly executed and delivered by Licensee and is a valid and binding obligation of Licensee enforceable in accordance with its terms. Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated by this Agreement will: (i) conflict with or violate any provision of law, ordinance or regulation or any decree or order of any court or administrative or governmental body that is either applicable to, binding upon or enforceable against Licensee; (ii) result in any breach of or default under any mortgage, contract, agreement, indenture, will, trust, or other instrument, that is either binding upon or enforceable against Licensee; or (iii) impair or in any way limit any governmental or official license, approval, permit or authorization of Licensee, including all applicable FCC authorizations.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year set forth in their acknowledgments hereinafter.

LICENSOR: State Board of Education,
Idaho Public Television

LICENSEE: City of Moscow
a Municipal Corporation

By:_____

Jeff Tucker
General Manager

By:_____

Arthur D. Bettge
Mayor of the City of Moscow

UNIVERSITY OF IDAHO, through its authorized representative, hereby acknowledges and approves Licensor to enter into this Agreement with Licensee.

By:_____

[Name of UI Representative]

[Title]

EXHIBIT A

SITE LEASE BETWEEN LICENSOR AND UI

SITE LEASE

THIS SITE LEASE is entered into as of the 1st day of November, 2009, by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a state educational institution and body politic and corporate organized and existing pursuant to the Constitution and laws of the State of Idaho ("Landlord") and IDAHO PUBLIC TELEVISION by and through the Idaho State Board of Education, ("Tenant"). This agreement is hereinafter referred to as the "Lease".

RECITALS

A. Landlord is the owner of certain real property beginning at a point 17.0 feet North of the Northeast Corner of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Thirty-three (33), Township Thirty-nine (39) North, Range Five (5) West Boise Meridian, and running thence South 47° 30' West a distance of 583.3 feet, thence South 42° 30' East a distance of 400.0 feet, thence North 47° 30' East a distance of 216.7 feet to a point on the East line of said Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Thirty-three (33), thence North a distance of 542.5 feet on said East line to the point of beginning, and containing 3.673 acres, more or less ("Premises"). The Landlord desires to enter into a ground lease for the Premises with Tenant. Said Lease to commence as of November 1, 2009; and

B. Premises are currently improved with a transmission tower and equipment building owned by Tenant; and

C. Landlord and Tenant agree that Premises shall continue to be maintained and utilized for purposes of broadcast of radio and television signals associated with Landlord's mission and related communications, journalism and mass media programs; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals:** The parties acknowledge the foregoing Recitals are true and are incorporated into this Lease as if set forth in full.
2. **Premises:** Landlord hereby leases to Tenant, subject to the conditions expressed herein, certain real property located in Latah County, Idaho, specifically described in Recital A. As used herein the term "Premises" refers solely to the real property, but does not include the existing communications related improvements.
3. **Term:** Except as early termination is provided in paragraph 20 of this Lease, this Lease shall be effective from the date entered into and shall expire on June 30, 2029.
4. **Rent:** The Premises are leased to the Tenant without a requirement for payment to Landlord, but the estimated market value of such entitlement to use Premises shall be deemed

as an in-kind contribution from Landlord to Tenant. The value of such contribution shall be determined by Tenant in the event such contribution may make Tenant eligible for additional program funding from third parties. In the event such value is reported to a third party, Tenant shall also report that value and any supporting analysis (i.e. appraisal or market estimate report) to Landlord upon request by Landlord.

5. **Development:** Tenant shall have the right to maintain and repair existing structures at Tenant's expense. Tenant shall not be permitted to construct new structures or replace existing structures (in the event of the transmission tower's substantial destruction), without the written consent of Landlord. If Landlord fails to grant such consent within thirty days of Tenant's written request to replace destroyed equipment building and/or transmission tower, this Lease shall be deemed terminated upon the date of the destruction and Tenant shall surrender premises as provided by Section 6 below within 180 days of such destruction of the transmission tower.

6. **Surrender of Premises:** By no later than the date of termination of Lease (or as provided in Section 5 in the event of destruction of the transmission tower), Tenant shall, at Tenant's sole cost and expense, remove or cause to be removed all buildings, structures, foundations, footings, materials signs or signboards, debris or other articles or facilities owned or used by Tenant or subtenant (if any) or placed on, above or below the surface of the Premises by Tenant or subtenant or former tenant or subtenant. Tenant agrees to restore and level Premises to a condition reasonably satisfactory to Landlord. Tenant shall not be entitled to compensation for any value attributed to the buildings or improvements removed under the terms of this Lease. Tenant shall remove Tenant's and subtenants' personal property from Premises.

7. **Taxes:** Tenant shall pay all applicable taxes, license fees, special assessments or other charges (if any) which may become due or which may be lawfully assessed against Premises, against Tenant, against the business conducted on Premises and against any and all improvements thereon during or for the period of the term of this Lease even if such charges are not due and payable until after termination of this Lease.

8. **Right to Sublet and Assign:** Tenant only may assign this Lease or sublet the Premises, or any part or portion thereof, with the prior written consent of Landlord. Any assignment of this Lease or any subletting of the Premises shall be subject to all of the provisions and limitations of this Lease including (but not limited to) the term and permitted uses of this Lease. Notwithstanding any assignment, Tenant shall continue to be bound and obligated by the terms, conditions, covenants and provisions of this Lease until the assignee shall execute and deliver to Landlord an instrument by the terms and provisions of which such assignee shall assume and agree to be bound by and to perform all of the terms, conditions, covenants and obligations of Tenant under this Lease. Upon the execution and delivery of such instrument, Tenant shall be relieved and discharged of and from all obligations under this Lease accruing from and after the date of execution of the instrument. Unless otherwise assumed by the assignee and such assumption is enforceable by Landlord, no assignment of this Lease shall release, waive or discharge Tenant from any liability or obligation arising from or accruing prior to the date any assignee assumes and agrees to be bound by and to perform all of the terms, conditions, covenants and obligations of Tenant under this Lease. Landlord's consent to one

assignment shall not waive Tenant's obligation to obtain Landlord's consent or Landlord's right to object to any future assignment. Notwithstanding any sublease, Tenant shall continue to be bound and obligated by the terms, conditions, covenants and provisions of this Lease for all of the Premises. Landlord expressly consents to a sublease to Northwest Public Radio, a service of Washington State University, provided such sublease is first reviewed by Landlord and is consistent with this paragraph 8 and paragraph 11 herein.

In the event of sale, transfer or assignment by Landlord of Landlord's interest in the property on which the Premises are located, Landlord shall cause such successor in interest to expressly assume in writing all of Landlord's duties and obligations pursuant to this Lease. Upon receipt of such assumption by the successor in interest, Landlord shall be released from any and all obligations or duties arising under this Lease.

9. **Permitted Uses:** Tenant shall use and occupy Premises for the sole and exclusive purpose of maintaining and operating a television and/or radio signal broadcast site. Additionally, such broadcast of radio and television content shall be associated and consistent with Landlord's educational and outreach mission for its academic programs in journalism and mass media production and such association shall provide educational and professional experiences supporting such University of Idaho outreach and degree programs and related technology applications and development. Notwithstanding any other provisions of this Lease, Tenant shall be wholly responsible for compliance with applicable laws and regulations regarding content and licensing including, but not limited to, compliance with all applicable requirements of the Federal Communications Commission (FCC). Landlord will cooperate as needed with any FCC requirements, however, all costs associated with FCC and any other compliance shall be the responsibility of Tenant.

10. **Utilities:** Tenant agrees to pay all utilities required by Tenant for the use of Premises.

11. **Indemnification and Insurance:** Landlord and Tenant have liability coverage provided through a self-funded program administered by the Idaho State Office of Insurance Management. Both parties agree that Tenant does not have to provide a certificate of insurance or additional insured endorsements. Any and all costs for claims, damages and other expenses incurred in or from any obligation to be performed under the Agreement by the Tenant or Landlord, or arising out of any act, negligence or omission of the Tenant or Landlord will remain the responsibility of the party whose actions gave rise to the claim. Any assignment or sublease shall include indemnification and insurance provisions acceptable to Landlord.

12. **Property Encumbrances:** This Lease is subject to all applicable restrictions, reservations, limitations, and other rights of record, and is subject to any and all easements for public utilities of record.

13. **Hazardous Materials:** Tenant shall not, nor shall it allow others to, accumulate, use, or store on the Premises materials classified as hazardous, biomedical or toxic waste except in compliance with environmental laws and other applicable state, federal, or local laws, rules or regulations. Tenant shall comply and require subtenants to comply with

any lawful order by an entity with authority to regulate the use, accumulation, storage or disposal of hazardous waste. As used herein, the term "environmental laws" shall mean the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA), the Resource Conservation Recovery Act, as amended (RCRA), the Federal Water Pollution Control Act, the Clean Air Act and any similar local, state or federal law, rule, ordinance or regulation. As used herein, the term "hazardous materials" shall mean any hazardous substance, pollutants, contaminants, or other hazardous waste or toxic substances defined in any environmental laws including, without limitation, petroleum and petroleum products, asbestos and asbestos containing materials, PCBs and urea-formaldehyde.

Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, damages, liabilities, costs, expenses (including reasonable attorneys' fees), causes of action and judgments arising out of or related to hazardous materials existing in, or under the Premises subsequent to Tenant's occupation of the Premises. Tenant shall not be liable for any pre-existing conditions on the Premises or conditions occurring during Landlord's use of the Premises.

14. **Waste and Nuisance Prohibited:** Tenant shall comply, during the term of this Lease, with all applicable laws affecting the Premises, the violation of which might result in any penalty assessed upon the Landlord or forfeiture of the Landlord's title to Premises. Tenant shall not commit, or suffer to be committed, any waste on the Premises or improvements, or any nuisance.

15. **Remedies and Forbearance/Waivers:** No delay or omission on the part of the Landlord or Tenant to exercise any right or power granted herein shall impair any such right or power or shall be construed as a waiver thereof, and every such right or power may nevertheless be exercised.

16. **Officials, Agents, and Employees Not Personally Liable:** It is agreed that in no event shall any official, officer, employee or agent of the Landlord, nor any official, officer, employee or agent of the Landlord be in any way personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement, representation or warranty made herein or in any way connected with this Lease.

17. **Quiet Enjoyment:** Subject to the terms and conditions explicit in this Lease, Landlord covenants that Tenant shall have the peaceful and quiet enjoyment of Premises for the term of the Lease.

18. **Right of Entry:** Tenant shall permit the Landlord and the agents and employees of the Landlord to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same for compliance with the terms of this Lease; provided, however, that Landlord shall first give twenty four (24) hours written notice of its desire to enter any Tenant improvements on Premises. Such notice for right of entry and inspection procedures shall not apply during an emergency in which such notice is impractical and Landlord's access to Premises is necessary for preservation of life and/or property.

19. **Tenant's Right to Early Termination:** Tenant shall have the right to terminate this Lease early at any time with written notice to Landlord. Such early termination shall be subject to the provisions of Section 6 of the Lease.

20. **Default:** In the event Landlord shall at any time deem Tenant or any subtenant in breach of this Lease, Landlord shall promptly notify Tenant, in writing, stating specifically the nature of any such alleged breach. Tenant shall not be deemed to be in default hereunder unless Tenant fails to cure any such default within sixty (60) calendar days after its receipt of such written notice. In the event of default, Landlord shall have the right to terminate Lease in addition to all rights and remedies provided by law.

21. **Attorney Fees and Costs:** In the event that either party to this Lease shall enforce any of the provisions hereof in any action at law or in equity the prevailing party to such litigation shall be entitled to recover from the other party or parties all costs and expenses, including reasonable attorney fees, incurred therein.

22. **Integration:** This Lease embodies the entire agreement regarding the disposition of the rights associated with the Premises and represents the understanding of the parties relating to the subject matter herein and supersedes all prior understandings relating thereto. This Lease shall not be modified except in writing signed by all parties to be bound.

23. **Execution of Documents:** The parties agree that they shall sign or cause to be signed all documents necessary to the effectuation of this Lease or any of the provisions herein.

24. **Authority to Enter Lease:** Landlord has the authority to enter into this Lease and that the execution, delivery of this Lease and the performance of the contractual obligations set forth herein are not in violation of any federal, state, or local statute, ordinance, rule or regulation and that no consents not already obtained are required. Individuals signing on behalf of Landlord and Tenant have the delegated authority to obligate their respective entity as provided by this Lease.

24. **Notices:** All notices under this Lease shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the date of mailing if mailed to the party to whom notice is to be given by registered or certified United States mail, postage prepaid, and properly addressed as follows:

If to the Landlord: Regents of the University of Idaho
Attn: Vice President, Finance and Administration
University of Idaho
Moscow ID 83844-3168

If to the Tenant: Idaho Public Television
1455 N Orchard St
Boise ID 83706

The addresses provided above may be changed and additional addresses or notices may be specified from time to time by notice given in writing in accordance with this Section.

25. **Binding Effect:** This Lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

26. **Severability:** If any term or provision of this Lease or the application of it to any person or entity or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

27. **Headings:** Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease.

28. **Counterparts:** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

29. **Time of the Essence:** Time is of the essence in this Lease, and of each and every covenant, term, condition, and provisions thereof.

30. **Nondiscrimination and Affirmative Action:** Landlord and Tenant shall not discriminate against any employee or applicant for employment in the performance of this Lease, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Site Lease. Landlord and Tenant certify that they do not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Landlord and Tenant agree to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

A) For nondiscrimination based on race, color, religion, sex or national origin, this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Grantee disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

B) For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

C) For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act);

Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

D) For nondiscrimination based on Age this includes, but is not limited to, executive Order 11141, February 12, 1964 (29 CFR 2477).

E) Landlord and Tenant shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

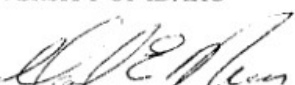
31. **Venue, Governing Law:** Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, State of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho.

32. **No Warranties or Representations Regarding Permissibility of Use and Access:** LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASPECT, FEATURE OR CONDITION OF PREMISES REGARDING THE SUITABILITY OR PERMISSIBILITY OF PREMISES FOR TENANT'S OR ANY SUBTENANT'S INTENDED USE. LANDLORD DOES NOT WARRANT THE EXISTENCE OF ANY RIGHTS OF INGRESS OR EGRESS FOR THE PREMISES FOR TENANT OR ANY SUBTENANT AND ANY SUCH RIGHTS FOR TENANT OR SUBTENANTS SHALL BE ESTABLISHED OR VERIFIED TO THE EXTENT TENANT OR SUBTENANT DEEMS NECESSARY TO BENEFIT FROM THE TERMS OF THIS LEASE OR ANY SUBLEASE.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed effective as of the day and year first above written.

LANDLORD:

BOARD OF REGENTS OF THE
UNIVERSITY OF IDAHO

By 
Lloyd E Mues, Vice President
Finance and Administration

TENANT:

IDAHO PUBLIC TELEVISION

By 
Peter W. Morrill
Idaho Public Television

By _____

Date 07 Nov 07

Date 10/24/07

EXHIBIT B

EQUIPMENT LIST FOR LICENSEE

TX Antennas (mounted on antenna frame at 35' AGL):

- 1 Telewave ANT150F2 omni-directional whip antenna
- 2 Katherin-Scala CL7-150 log periodic directional antennas

Microwave Antennas (mounted on 3' standoffs at 55' AGL)

- 2 RFS SC3-100B 11 GHz 3-FOOT DISH ANTENNAS

RX Antennas (Mounted on 6-foot standoffs at 187' and 197' AGL)"

- 1 Telewave ANT150F2 omni-directional whip
- 1 Katherin-Scala CL7-150 log periodic directional antennas

1 GPS Antenna - Mounted on transmission line bridge to tower.

There will be 3 19" racks inside the building.