# Administrative Committee

**Regular Meeting**
**~Agenda~**

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208-883-7015

| **Monday**<br>**August 28, 2023** | **4:00 PM** | **Council Chambers**<br>**206 E. Third St.** |
|---|---|---|

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

**REGULAR AGENDA**

1. **Approval of Administrative Committee July 24, 2023 Minutes (ACTION ITEM) - Taylor Riedner**

2. **Pour Company Homecoming Block Party Alcohol Use Request in Ghormley Park (ACTION ITEM) - Amanda Argona**

   Pour Company is requesting an alcohol use permit in Ghormley Park for their Homecoming Block Party on Sat., Oct. 14 from 1-6 p.m. This event is the first of its kind for the Ghormley Park location with the potential to be an annual function. The applicant anticipates no more than four licensed beer/wine vendors and up to three food trucks, as well as live music. In similar fashion to Rendezvous in the Park, the event footprint will act as the beer garden with barriers structured in such a way as to ensure no individuals may pass under or over the barriers and there is a single entry check-in point to control open container access.

   Following standard operating procedures for events with alcohol within a City Park, Pour Company is requesting the allowance of attendees to possess and consume alcoholic beverages within the event footprint during the hours of 1 to 6 p.m. during the aforementioned date. 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.

   **PROPOSED ACTIONS:** Recommend approval of the resolution allowing for the possession and consumption of alcoholic beverages in Ghormley Park within the event footprint of Homecoming Block Party during the listed time and date of the event; or provide staff further direction.

3. **Health Insurance Consulting Group Contract Renewal (ACTION ITEM) - Bonnie Dennler / Sarah Banks**

   The City of Moscow has utilized the Murray Group, Inc. for a number of years to provide consulting services for strategic benefits planning and support for the city's employee benefits program. Services provided by the Murray Group include Health insurance and benefits planning and design, vendor management and administration, day-to-day administrative issues, COBRA administration, actuarial services, Employee Navigator (benefits platform) administration, as well as other necessary consulting and services.

In order to effectively manage and administer the city's employee health benefit programs, as well as maintain compliance with benefit and employment law surrounding ERISA, COBRA, HIPAA, ACA, Section 125, and other benefit administration requirements, approval is needed to renew contract agreements with the Murray Group for the 2023-2024 benefits plan year which began on August 1, 2023.

**PROPOSED ACTIONS:** Recommend approval of the Murray Group Consulting agreement, Murray Group Business Associate Agreement, and Employee Navigator Client Agreement; or provide staff with further direction.

4. **Proposed Lot Line Adjustment at 1998 Ben Gifford Ct and 1974 Sunnyside Ave (ACTION ITEM) - Aimee Hennrich**

   The applicant, Jim Swift, is requesting a lot line adjustment between 1998 Ben Gifford Ct and 1974 Sunnyside Ave. The proposed lot line adjustment would increase 1974 Sunnyside Ave from 10,627 sf to 11,697 sf, and decrease 1998 Ben Gifford Ct from 21,378 sf to 20,308 sf. 1998 Ben Gifford Ct is currently a vacant lot and a single-family home is currently under construction at 1974 Sunnyside Ave. The applicant is requesting the lot line adjustment in order to make more symmetrical rear property lines to improve landscaping and maintenance. The subject properties are currently within the Medium Density Residential (R-3) Zoning District, where the minimum lot size is 6,000 sf and the minimum lot width is 60 feet. All proposed lots meet the minimum lot size and width requirements of the R-3 Zone, and the single-family dwelling currently under construction will meet all setback requirements.

   **PROPOSED ACTIONS:** Recommend approval of the lot line adjustment request; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff further direction.

**ADJOURN**

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

# Administrative Committee

**Regular Meeting**
**~Minutes~**

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

| | | |
|---|---|---|
| **Monday**<br>**July 24, 2023** | **4:00 PM** | **Council Chambers**<br>**206 E. Third St.** |

**The meeting was called to order at 4:00 p.m.**
Present: Hailey Lewis, Julia Parker, Drew Davis
Others: Mayor Art Bettge
Staff: Bill Belknap, Cody Riddle, Tyler Palmer, Mia Bautista, Todd Drage, Mike Ray, David Schott, Mia Bautista, Taylor Riedner

**REGULAR AGENDA**

1. **Approval of Administrative Committee April 24, 2023 Minutes (ACTION ITEM) - Taylor Riedner**
   The minutes were approved as presented.

2. **Consideration of the Milton Arthur Park Playground Installation Agreement (ACTION ITEM) - David Schott**
   Last year, the City selected and procured the playground equipment for Milton Arthur Park and hired a contractor to install the concrete pad for the playground equipment. In the past, Parks Department staff have installed playground equipment and safety surfacing in-house. However, due to labor constraints and technical knowledge lost due to staff turnover, City staff currently do not have the capacity to complete the playground installation. City staff contacted two playground installers in June requesting quotes to install the playground equipment and rubber tile safety surfacing over the existing concrete slab. McKinney Construction, LLC submitted the low quote in the amount of forty-seven thousand seventy-four dollars and fifty cents ($47,074.50). Because the installation was originally planned to be completed by City staff, funding was not appropriated in the FY2023 budget. However, due to vacant full-time parks positions throughout the year, staff anticipate savings of $102,030.87 that can be allocated to fund the playground installation. Staff recommends acceptance of the low quote provided by McKinney Construction, LLC in the amount of forty-seven thousand seventy-four dollars and fifty cents ($47,074.50) to install the playground equipment and rubber tile safety surfacing at Milton Arthur Park.

   **PROPOSED ACTIONS:** Recommend acceptance of the low quote provided by McKinney Construction, LLC in the amount of forty-seven thousand seventy-four dollars and fifty cents ($47,074.50) to install the playground equipment and rubber tile safety surfacing at Milton Arthur Park; or provide staff further direction.

   Schott introduced the item as written above and shared the goal completion date is September 30, 2023. Out of the Parks full-time staff members, only 2 are trained in the installation needed to complete this project. Staff members will be present during the construction and installation of the equipment to provide good experience to City staff. A certified playground inspector will do a final audit of the equipment once it is installed. The Committee recommended approval and that it be placed on the Council consent agenda.

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3. **Logos Property Right-of-Way Dedication (ACTION ITEM) - Todd Drage**

On June 6, 2016, Faith Ministries Inc. (DBA Logos School) filed an application for a Conditional Use Permit (CUP) to construct a school and church on a 30-acre property located at 1515 N. Mountain View Road. The Moscow Board of Adjustment approved the CUP in August of 2016. The CUP detailed that the project would include the construction of public improvements to support the development. The associated public improvements include the construction of a public street adjacent to the development, and a roundabout in Mountain View Road. In order to facilitate the construction of the roundabout, additional right-of-way (ROW) along Mountain View Road is needed and Faith Ministries Inc. has purchased the necessary property. Both the additional property for the Mountain View Rd. roundabout and the property containing the new public street are currently owned by Faith Ministries Inc. As these roadway improvements near completion, it is necessary for them to be dedicated to the City for public use. The Deed of Dedication to do so, which includes a draft record of the survey, has been included in this packet.

**PROPOSED ACTIONS:** Recommend approval of the Deed of Dedication, or provide staff with further direction.

Drage introduced the item as written above and reflected on the subject property location and previous construction phases that have been completed. There is a total of 4 parcels being dedicated, which are described in the meeting packet. The Committee recommended approval and that it be placed on the Council consent agenda.

4. **Lot Line Adjustment at 190 and 197 Wheatland Court (ACTION ITEM) - Aimee Hennrich/Mike Ray**

The applicant, Phil Rheingans, is requesting a lot line adjustment between two properties located at 190 and 197 Wheatland Court. The proposed lot line adjustment would reduce the lot addressed as 190 Wheatland Ct from 5,657 sf to 5,522 sf and expand the lot addressed as 197 Wheatland Ct from 3,838 sf to 3,975 sf. The applicant is requesting the lot line adjustment in order to accommodate a proposed building design. The subject properties are located within the Neighborhood Business Zoning District (NB) and are part of an approved Planned Unit Development referred to as the Harvest Hills PUD. Within the Harvest Hills PUD, twinhome lots require a minimum lot area of 2,250 sf, minimum lot width of 25 ft, and the required side yard setback is a minimum of 7 feet. The proposed lot line adjustment meets all zoning requirements.

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

Ray introduced the item as written above and reflected on the subject property and lot line adjustment requirements. The zoning is Neighborhood Business to allow for the possibility of a business to be developed in the future. These lot line adjustment requests are common during construction phases to accommodate building designs. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

5. **Lot Line Adjustment for 826 and 836 Orchard Ave (ACTION ITEM) - Aimee Hennrich/Mike Ray**

The applicants, Scott and Heidi Gropp, are requesting a lot line adjustment between two properties located at 826 and 836 Orchard Ave. The proposed lot line adjustment would reduce the lot addressed as 826 Orchard Ave from 14,061 sf to 13,191 sf and expand the lot addressed 836 Orchard Ave from 15,844 sf to 16,714 sf. The applicant is requesting the lot line adjustment to accommodate an existing retaining wall placed upon 826 Orchard Ave. Both properties contain single-family homes and 826 Orchard Ave is located within the Medium Density Residential Zoning District (R-3), while 836 Orchard Ave is located within the Moderate Density, Single-Family Residential Zoning District (R-2).

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Within the R-3 Zoning District, lots with single family dwellings require a minimum lot area of 6,000 sf and a minimum lot width of 60 feet. Within the R-2 Zoning District, the minimum lot area is 7,000 sf and the minimum lot width is 60 feet. The proposed lot line adjustment meets all zoning code requirements including building setbacks.

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

Ray introduced the item as written above and reviewed the subject property location and lot line adjustment requirements. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

**6. Replacement of Resolution 2019-01 Regarding Sale and Consumption of Beer and Wine in City Facilities and Buildings (ACTION ITEM) - Bill Belknap**

Since 2010, the City has allowed the sale and consumption of beer and wine in City Hall during Third Street Gallery art opening events at the discretion of the City Supervisor. This was initially authorized under Resolution 2010-04 and then the use was further expanded through Resolution 2019-01. City Administration has received requests from the Moscow Volunteer Fire Department to allow a similar sale and consumption of beer and wine in conjunction with member appreciation and social events that occur twice a year within the City's Fire Stations #2 and #3 which is currently prohibited under City Code unless approved by the Council by Resolution. Staff has prepared a new Resolution for the Council's consideration that would replace Resolution 2019-01 which would expand the ability of the City Supervisor to approve the sale and consumption of beer and wine in all City buildings and facilities (excluding public parks) in association with certain City events and activities such as the Moscow Volunteer Fire Department events.

**PROPOSED ACTIONS:** Recommend approval of the proposed Resolution, or provide staff with further direction.

Belknap introduced the item by providing background of the open container law in public spaces and the development of new events. The proposed Resolution would extend alcohol permission to City owned buildings upon approval per event. This would allow for additional catered event opportunities in such locations. This Resolution would not modify any current practices for the Entertainment District or any other event processes. Having no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

**ADJOURN**

The meeting adjourned at 4:26 p.m.

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# COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 28, 2023

## AGENDA ITEM TITLE

Pour Company Homecoming Block Party Alcohol Use Request in Ghormley Park (ACTION ITEM) - Amanda Argona

## RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

## ADDITIONAL PRESENTER(S)

David Schott, Parks and Facilities Manager, Tyler Palmer, Deputy Director - Operations, James Fry, Police Chief, Cody Riddle, Deputy City Supervisor - Community Development

## DESCRIPTION

Pour Company is requesting an alcohol use permit in Ghormley Park for their Homecoming Block Party on Sat., Oct. 14 from 1-6 p.m. This event is the first of its kind for the Ghormley Park location with the potential to be an annual function. The applicant anticipates no more than four licensed beer/wine vendors and up to three food trucks, as well as live music. In similar fashion to Rendezvous in the Park, the event footprint will act as the beer garden with barriers structured in such a way as to ensure no individuals may pass under or over the barriers and there is a single entry check-in point to control open container access.

Following standard operating procedures for events with alcohol within a City Park, Pour Company is requesting the allowance of attendees to possess and consume alcoholic beverages within the event footprint during the hours of 1 to 6 p.m. during the aforementioned date. 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.

## REVIEWED BY

## PROPOSED ACTIONS

**PROPOSED ACTIONS:** Recommend approval of the resolution allowing for the possession and consumption of alcoholic beverages in Ghormley Park within the event footprint of Homecoming Block Party during the listed time and date of the event; or provide staff further direction.

## STAFF RECOMMENDATION

Recommend approval of the resolution allowing for the possession and consumption of alcoholic beverages in Ghormley Park within the event footprint of Homecoming Block Party during the listed time and date of the event.

## OTHER RESOURCES

## FISCAL IMPACT

## PERSONNEL IMPACT

## ATTACHMENTS

1. Application_Alcohol Use request in City Park_20231014 Pour Co. Homecoming Block Party
2. Resolution 2023-___Beer-Wine_City Parks_Pour Co Homecoming Block Party_final

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:** Pour Company Homecoming Party **Event Date(s):** 10/14/2023

**Event Location:** Ghormley Park between baseball fields and path.

**Event Start time:** 1pm **Event End time:** 6pm

**Individual responsible per Event Application/Parks Reservation:** Stefan Yauchzee

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.

7/21/2023

***Signature of Individual responsible for Event*** ***Date***

Date Received: 7/21/2023 Date non-refundable fee paid: 7/29/2023

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/02/2023

**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 | CONTACT NAME: Amanda Nelson | |
|---|---|---|
| Troy Insurance Agency Inc<br>1822 18th Ave<br>P.O. Box 796<br>Lewiston ID 83501 | PHONE (A/C, No, Ext): (208) 743-3541 | FAX (A/C, No): (208) 743-3542 |
| | E-MAIL ADDRESS: amtroy@troyins.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Acuity A Mutual Insurance Co | 14184 |
| INSURED<br>Pour Company, LLC<br>402 W 6th St<br>#102<br>Moscow ID 83843 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 23/24 LIAB CERT **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<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☒ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | | ZQ0898 | 02/26/2023 | 02/26/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Liquor Liability | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| A | ☒ UMBRELLA LIAB ☒ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | ZQ0898 | 02/26/2023 | 02/26/2024 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of Moscow is included as Additional Insured in regards to the above General Liability policy per form CG-2043R.

**CERTIFICATE HOLDER**

City of Moscow
206 E 3rd Street
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**

Ashley Marvin

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All cups are 12oz and aluminum. Recycling bins will be available.

Wristbands will be printed with “Pour Co Homecoming Party”

**RESOLUTION NO. 2023 –**

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE IN GHORMLEY PARK UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 5-13-4B; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

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

**WHEREAS**, Ghormley Park in Moscow is a City park as defined in Moscow City Code 5-13-3.C. (hereinafter "the Park"); and

**WHEREAS,** Pour Company, LLC (hereinafter "the Event Sponsor") desires to have its sponsored event, Pour Co. Homecoming Block Party (hereinafter "the Permitted Event"), in Ghormley Park (see Attachment "A"); and

**WHEREAS**, the Permitted Event is an event or series of events sponsored by Event Sponsor, intended to promote family and community fellowship; and

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

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

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

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

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

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

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

**SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE ON OCTOBER 14, 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 14th day of October from 1:00 p.m. to 6:00 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.
3. City shall be named as an additional insured on the insurance policy of the Event Sponsor.
4. No less than ten (10) days prior to the Permitted Event, the Event Sponsor shall deliver to the City Clerk the signed original of the Agreement, attached as Attachment "B", with City to defend, hold harmless and indemnify City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Event Sponsor use of the Park premises.
5. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time they reasonably 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/Event Sponsor:**

1. There shall be no more than four (4) licensed vendors of beer and/or wine at the Permitted Event;

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

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6. All beer and/or wine shall be dispensed in and consumed from the designated event cup. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage, see Attachment "C".
7. Every occupant within the area(s) designated for beer and/or wine consumption shall provide identification to law enforcement officers or City employees who request it.
8. No person under twenty-one (21) years of age shall be present in the area(s) designated for beer and/or wine sales or consumption at any time beer and/or wine is being served.
9. A sign shall be prominently posted at or near the entrance and exit to the Event stating that purchase and/or use of wristbands and/or alcohol by persons under twenty-one (21) years of age is prohibited.
11. Beer and wine shall be sold and consumed only within the designated areas at the Park only between the hours of 1:00 p.m. and 6:00 p.m. local time on October 14, 2023 during the Permitted Event.
12. No person shall carry or consume any alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event and consumed within the approved consumption area. Consumption of alcohol within the Park and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

**Fee:**

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

**Failure To Comply:**

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

**PASSED** on Motion by the Following Vote:

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

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

_____
Arthur D. Bettge, Mayor

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

_____
Laurie M. Hopkins, City Clerk

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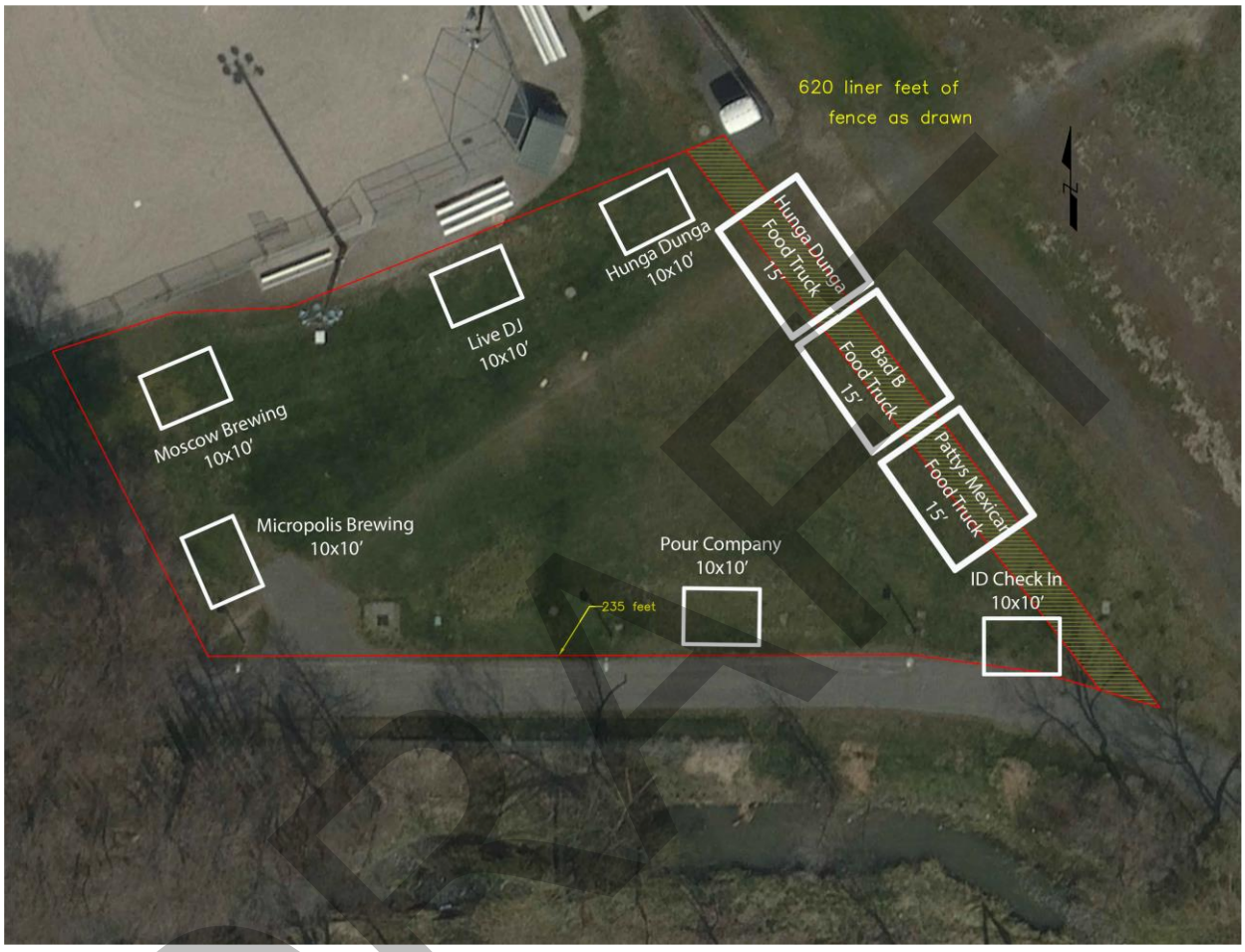
Attachment A

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Attachment B

AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY
BETWEEN CITY OF MOSCOW, IDAHO AND
POUR COMPANY, LLC, FOR
THE POUR CO. HOMECOMING BLOCK PARTY EVENT

THIS AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and the sponsor of the event, Pour Company, LLC (hereinafter "SPONSOR"), is made and entered into this ___ day of _____, 2023.

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

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY and SPONSOR agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY;

SPONSOR, through its duly and specifically authorized agents, hereby releases CITY and agrees, contracts and covenants not to bring suit, and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives to which SPONSOR might otherwise be immune, arising from the event scheduled to occur October 14, 2023, permitted under the terms of Resolution No. 2023-_____.

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

Inspection, review and/or acceptance by CITY of any activity performed by or during the event or any activity or non-activity by CITY police officers or other officers, employees, agents or representatives of CITY, shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY contained in this Agreement.

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SPONSOR agrees that they (i) have read the foregoing Agreement, understand it, and agree with its contents and conditions; (ii) have had an opportunity to speak with legal counsel prior to signing this Agreement; and (iii) 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, Stefan Yauchzee, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I have the authority to bind Pour Company, LLC to this Agreement.

**SIGNED** this _____ day of _____, 2023.

POUR COMPANY, LLC

_____
Stefan Yauchzee

CITY OF MOSCOW, IDAHO

_____
Arthur D. Bettge, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

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Attachment “C”

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# COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 28, 2023

## AGENDA ITEM TITLE

Health Insurance Consulting Group Contract Renewal (ACTION ITEM) - Bonnie Dennler / Sarah Banks

## RESPONSIBLE STAFF

Bonnie Dennler, Sarah Banks, Finance Director

## ADDITIONAL PRESENTER(S)

## DESCRIPTION

The City of Moscow has utilized the Murray Group, Inc. for a number of years to provide consulting services for strategic benefits planning and support for the city's employee benefits program. Services provided by the Murray Group include Health insurance and benefits planning and design, vendor management and administration, day-to-day administrative issues, COBRA administration, actuarial services, Employee Navigator (benefits platform) administration, as well as other necessary consulting and services.

In order to effectively manage and administer the city's employee health benefit programs, as well as maintain compliance with benefit and employment law surrounding ERISA, COBRA, HIPAA, ACA, Section 125, and other benefit administration requirements, approval is needed to renew contract agreements with the Murray Group for the 2023-2024 benefits plan year which began on August 1, 2023.

## REVIEWED BY

## PROPOSED ACTIONS

**PROPOSED ACTIONS:**

1. Recommend approval of the Murray Group Consulting agreement, Murray Group Business Associate Agreement, and Employee Navigator Client Agreement; or provide staff with further direction.

## STAFF RECOMMENDATION

Recommend approval of the Murray Group Consulting agreement, Murray Group Business Associate Agreement, and Employee Navigator Client Agreement.

## OTHER RESOURCES

## FISCAL IMPACT

Consulting fee for Murray Group is 2.3% of the total medical premiums ($52,000) and the Employee Navigator Service Fee: $4.00 Per Employee Per Month to Murray Group for an approximate annual cost of $8,000. The total annual cost for services based on the renewal of contracts is approximately $60,000 which has already been calculated into the FY24 budget.

## PERSONNEL IMPACT

## ATTACHMENTS

1. MG Consulting Agreement_City of Moscow_DRAFt_CityUpdates_CLEAN
2. MurrayGroup_Business Associate Agreement_DRAFT_CityUpdates_CLEAN
3. EN_Client Agreement-City of Moscow_DRAFT_CityUpdates_CLEAN

# Consulting Agreement

**THIS AGREEMENT is entered into by Murray Group, Inc., (Consultant) and City of Moscow (Client) effective as of 08/01/2023.**

1. Murray Group agrees to provide consulting services including strategic benefit planning and support for the Health and Welfare Employee Benefits program at **City of Moscow.**

2. **Protected Health Information**: Murray Group agrees to ensure that any information obtained by the carriers is used and maintained only in a manner permissible by HIPAA and Idaho law. Murray Group agrees to keep any information provided by **City of Moscow** confidential and to exercise reasonable and prudent cautions in protecting the confidentiality of such information. The services provided by Murray Group involve the use of protected health information, Client and Consultant have simultaneously entered into a Business Associate Agreement, attached as Exhibit A and incorporated herein by this reference.

3. **Consulting Fee and Payment Terms:**
   **City of Moscow** agrees to pay Murray Group a fee of: **2.3% of the total medical premium.**

   At its election, **City of Moscow** will pay the consulting fee to: *(select one)*

   ☒ Client's carrier, which fee will be embedded in the regular payment Client makes to the carrier, and then paid by the carrier to Murray Group.

   ☐ Murray Group within 30 days of Client's receipt of a monthly invoice.

4. **Additional Compensation: City of Moscow** shall pay Murray Group no compensation for consulting services except as otherwise set forth in Section 3 above. Some insurance carriers have instituted programs under which they pay compensation to consulting firms such as ours when a certain threshold number of enrollees in our clients' plans that are insured by those carriers is reached. Though Murray Group does not control the criteria for meeting these thresholds, nor do we control the amount of the compensation, our firm may nonetheless become eligible for such a program. Any compensation Murray Group may be eligible for under such programs could be affected by **City of Moscow** choice to insure or not insure its health plan with one of these carriers. Murray Group's eligibility for such compensation will affect neither the scope of services, nor the consulting fee **City of Moscow** pays to Murray Group under this Agreement.

5. **Termination:** Termination terms shall be the same as those in the Business Associate Agreement, see Attachment A.

6. **Term:** The term of this Agreement shall commence on 08/01/2023 and shall remain in full force and effect until terminated by either party under the written notice requirements specified in Section 5 above.

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7. **Personnel:** Murray Group will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Murray Group retains the right to substitute personnel with reasonable cause.

8. **Fiduciary Responsibility:** Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

   Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

9. All Terms and Conditions of the attached Exhibit A apply to this Consulting Agreement.

| **City of Moscow** | **Murray Group, Inc.** |
|---|---|
| Signed: | Signed: |
| Date: | Date: |
| Name: | Name: |

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# Business Associate Agreement

This Business Associate Agreement (Agreement) is entered into by and between the health plan(s) sponsored by **City of Moscow** ("Covered Entity") and **Murray Group, Inc.,** ("Business Associate") effective as of **08/01/2023.**

WHEREAS, Covered Entity is a group health plan as defined in the administrative simplification provisions within the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy and Security Rules).

WHEREAS, Business Associate is an insurance broker that provides consulting services to plan sponsors and group health plans on matters related to employee benefits.

WHEREAS, Business Associate has been retained by the Covered Entity and/or broker to perform a function or activity on behalf of the Covered Entity that requires that the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the HIPAA Privacy and Security Rules.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

## A. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and 164.

## B. Use and Disclosure Of PHI

Covered Entity hereby grants Business Associate permission to use, disclose, and request from third parties PHI on behalf of Covered Entity or an organized health care arrangement in which the Covered Entity is a member in order to:

1. Perform or assist in performing a function or activity regulated by the HIPAA Privacy or Security Rules, including, but not limited to, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, renewal or replacement of a contract, conducting planning-related analysis related to managing the employee benefit plans, and customer service.

2. Assist the Covered Entity's other business associates retained to provide legal advice, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services to the Covered Entity or to an organized health care arrangement in which the Covered Entity participates.

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3. Allow Business Associate to properly manage and administer the Business Associate's organization or to carry out the legal responsibilities of the Business Associate.

4. Perform functions, activities, or services for, or on behalf of, Covered Entity as specified above, except as otherwise limited by this Agreement or if such use or disclosure would violate the HIPAA Privacy or Security Rules if done by the Covered Entity.

## C. Obligations and Activities of Business Associate

**1. Use and Disclosure of PHI.** Business Associate shall not use or further disclose PHI other than as permitted by this Agreement or as required by law. To the extent practicable, Business Associate shall limit its use or disclosure of PHI or requests for PHI to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.

**2. Safeguards.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. Business Associate agrees that it will implement appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Security Rule.

Business Associate acknowledges that the requirements of 45 C.F.R. Sections 164.308, 164.310 and 164.312 applicable to such administrative, physical and technical safeguards apply to Business Associate in the same manner that such sections apply to Covered Entity. Further, Business Associate shall implement, and maintain in written form, reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Security Rule, in accordance with 45 C.F.R. Section 164.316, which applies to Business Associate in the same manner that such section applies to Covered Entity.

**3. Unauthorized Disclosures of PHI.** Business Associate shall, within ten (10) business days of becoming aware of a disclosure of PHI in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, or agents or by a third party to which Business Associate disclosed PHI (including a subcontractor), report to Covered Entity any such disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure.

This section shall also apply to any breach of unsecured PHI, as defined by the applicable regulations. Notice of any such breach shall include the identification of any individual whose unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired or disclosed during such breach and any other information required by the applicable regulations.

**4. Security Incidents.** Business Associate shall promptly report to Covered Entity any Security Incident of which it becomes aware, in accordance with the HIPAA Security Rule.

**5. Agreements with Third Parties.** Business Associate agrees to ensure that any agents and subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate with respect to Business Associate’s relationship with Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

**6. Access to Information.** Within ten (10) business days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set and in accordance with the requirements of 45 C.F.R. Section 164.524. In the event any individual

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requests access to PHI directly from the Business Associate, Business Associate shall respond to the request for PHI within ten (10) business days. Any denials of access to the PHI requested shall be the responsibility of the Business Associate.

**7. Availability of PHI for Amendment.** Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity.

**8. Inspection of Books and Records.** Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or at the request of the Covered Entity, to the Secretary of the U.S. Department of Health and Human Services or its designee (the "Secretary"), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.

**9. Accounting of Disclosures.** Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual made in accordance with 45 CFR Section 164.528. Business Associate shall provide an accounting of disclosures made during the six (6) years prior to the date on which the accounting is requested (or during the three (3) years prior to the date the accounting is requested for PHI maintained in an electronic health record. At a minimum, the accounting of disclosures shall include the following information:

a. Date of disclosure,

b. The name of the person or entity who received the PHI, and if known, the address of such entity or person,

c. A brief description of the PHI disclosed, and

d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall respond to the request within ten (10) business days. Any denials of a request for an accounting shall be the responsibility of the Business Associate. Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.

**10. Remuneration in Exchange for PHI.** Pursuant to the final HIPAA regulations, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI without a valid authorization permitting such remuneration, except as permitted by law.

## D. Obligations of Covered Entity

1. Covered Entity shall comply with each applicable requirement of the HIPAA Privacy and Security Rules.

2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522.

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## E. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

## F. Termination

**1. Term.** The term of this Agreement shall begin on the Effective Date and shall remain in effect until terminated under Section F.2. of this Agreement.

**2. Termination.** This Agreement shall be terminated only as follows:

**a. Termination for Cause by Covered Entity**

This Agreement may be terminated by the Covered Entity upon fifteen (15) business days written notice to the Business Associate in the event that the Business Associate breaches any provision contained in Paragraph C of this Agreement and such breach is not cured within such fifteen (15) day period.

**b. Termination for Cause by Business Associate**

This Agreement may be terminated by the Business Associate upon fifteen (15) business days written notice to the Covered Entity in the event that the Covered Entity breaches any provision contained in Paragraphs D or E of this Agreement and such breach is not cured within such fifteen (15) day period.

**c. Termination Due to Change in Law**

Either party may terminate this Agreement effective upon thirty (30) days advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Paragraph G.1. and no amendment has been agreed upon.

**d. Termination Due to Non-Appropriation and Without Cause**

This Agreement is contingent upon Covered Entity receiving the necessary funding to cover the obligations of Covered Entity. This Agreement may be terminated by Covered Entity in the event that such funding is not received or appropriated, then, and in that event, Covered Entity's obligations under this Agreement shall cease immediately upon providing notice.

Either party may terminate this Agreement effective upon ninety (90) days advance written notice to the other party given with or without any reason.

**3. Return or Destruction of PHI**

Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that the Business Associate maintains in any form. Business Associate shall retain no copies of the PHI.

Notwithstanding the above, to the extent that the Business Associate determines that it is not feasible to return or destroy such PHI, the terms and provisions of Paragraphs A, B, C and D shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI. When the PHI is no longer needed by the Business Associate, the Business associate shall return the PHI to Covered Entity or shall destroy it.

## G. General Provisions

**1. Amendment.** This Agreement may be amended only by the mutual written agreement of the parties. The parties agree to take such action to amend this Agreement from time to time as is necessary for the Covered Entity or Business Associate to comply with the requirements of HIPAA.

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**2. Indemnification.** Business Associate shall indemnify and hold Covered Entity harmless from and against any claims, fees, and costs, including, without limitation, reasonable attorneys' fees and costs, which are related to Business Associate's failure to perform its obligations under this Agreement.

**3. Remedies.** The parties acknowledge that breach of Paragraphs B, C, D or E of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if either party has actual notice of an intended breach, such party shall be entitled to a remedy of specific performance and/or injunction enjoining the other party from violating or further violating this Agreement. The parties agree the election of the party to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right such party may have to recover damages.

**4. Survival.** Business Associate's obligation to limit its use and disclosure of PHI as set out in Paragraph C survive the termination of this Agreement so long as Business Associate has PHI received during the performance of its services as described in this Agreement.

**5. Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. In the event of litigation concerning this Agreement, the parties agree that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

**6. Assigns.** Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.

**7. Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

**8. Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity and/or Business Associate, as applicable, to comply with HIPAA.

**9. Notices.** Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.

**10. No Separate Entity Created, No Joint Venture and No Joint Powers Agreement**. Nothing contained in this Agreement shall be in any way construed as creating a separate legal entity, or expressing or implying that the parties have joined together in any joint venture partnership or agency relationship.

**11. No Employer-Employee Relationship**. The parties warrant by their signatures that no employer-employee relationship is established between Business Associate and Covered Entity by the terms of this Agreement.

**12. Adherence to Law Required**. Business Associate agrees to follow all local, state and federal laws and regulations as it pertains to fulfilling its duties and obligations under this Agreement. Furthermore, Business Associate shall abide by the following:

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

**b. Ownership or Operation by China**. Pursuant to Idaho Code Section 67-2359, Business Associate certifies that it is not currently owned or operated by the government of China and will not for

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the duration of this Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code Section 67-2359 shall have the meaning defined therein.

**c. No Public Funds for Abortion Act**. Covered Entity certifies and Business Associate acknowledges that on May 31, 2023, Business Associate was informed in writing of the Covered Entity's obligations under Idaho's "No Public Funds for Abortion Act" pursuant to Idaho Code Title 18, Chapter 87. Business Associate affirms that it does not meet any of the criteria that would trigger the Act and has provided no information to Covered Entity as requested by the May 31, 2023 letter.

IN WITNESS WHEREOF, the undersigned have executed this Agreement:

| **City of Moscow** | **Murray Group, Inc.** |
|---|---|
| Signed: | Signed: |
| Date: | Date: |
| Name: | Name: |

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MURRAY GROUP

employee NAVIGATOR

## CLIENT RENEWAL AGREEMENT FOR EMPLOYEE NAVIGATOR

Thank you for choosing Employee Navigator as the Enrollment and Benefits Platform for your employees at **City of Moscow.**

Your team at Murray Group will continue to assist and provide technical resources. This contract renews effective **08/01/2023** and will continue with the rates below. Murray Group will continue to assist as follows:

1. Set up and renewal of plans.
2. Open Enrollment assistance during and throughout the closeout process.
3. Providing access to ongoing trainings and videos.
4. Carrier questions regarding enrollment and demographic changes sent from Employee Navigator.

In exchange, **City of Moscow** agrees to the following:

1. Agree to the terms of the attached User Agreement and any applicable amendments or posted notifications that must be agreed upon by both parties in writing.
2. Agree to timely provide necessary employee information for the purposes of setup, implementation and ongoing changes that need to be communicated to the carriers.

### Invoicing & Payment of Service Fee:

**Employee Navigator Service Fee: $4.00 Per Employee Per Month to Murray Group (embedded in Medical Rates).**

The service fee for Employee Navigator will be invoiced in advance to **City of Moscow** on:

☐ Option 1: Quarterly

☐ Option 2: Monthly

☒ Option 3: Embedded in Overall Consulting Fee: *As an option, the service fee may be included as part of the commission or consulting fee paid to Murray Group.*

The term of this agreement shall be one year and will need to be reviewed prior to any renewal each year unless an extended contract is agreed upon by both parties in writing. Termination of the agreement can be done by either party as detailed in the Consulting Agreement and the Business Associate Agreement.

Company Name: City of Moscow

*Authorized Client Signature:* _____

Print Name: _____ Date: _____



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**EMPLOYEE NAVIGATOR - TERMS OF USE**

By accessing and using the Employee Navigator website ("Site") City and City employees indicate acknowledgment and agreement to be bound by these Terms of Use ("Terms") and any subsequently posted modifications to these Terms that are reviewed and approved by City prior to its publication and enforceability.

These Terms govern City's and City employees use of the Site and all services provided in connection with the Site, including but not limited to any services provided by Murray Group's partners, affiliates and advertisers.

As used in these Terms, where references to Employee Navigator which are indicative of shorthand for the entities that own and operate this Site, Employee Navigator shall mean Employee Navigator, LLC. Similarly, the phrases such as "we" or "us" or "our" refer to Employee Navigator.

I. Authorized Users Defined. There are four levels of Authorized Users, each with different degrees of access to the Site. The names and basic descriptions of these Authorized Users are:

   A. Broker. A "Broker" includes only those benefits industry specialists (such as brokers, agents, general agents, or TPAs) who have been authorized by Employee Navigator to receive a Broker-level User Name and Password for use of the Site pursuant to a separate License Fee Agreement. Brokers are generally in the business of selling products (such as group health, dental, life, or disability insurance) to an employer. Broker accounts must be obtained directly from Employee Navigator.

   B. Administrator. An "Administrator" includes only those organizations that have been authorized by Employee Navigator or a Broker to receive an Administrator-level User Name and Password for use of the Site. Administrators are generally employers sponsoring a group benefit plan for their employees. Administrator privileges generally include the capacity to create and manage accounts for Individual Authorized Users who are the Administrator's employees or members. Administrator accounts may be obtained from any Broker with participation costs determined by each Broker.

   C. Individuals. An "Individual" includes only those persons who have been authorized by Employee Navigator, a Broker, or an Administrator to receive an Individual-level User Name and Password for use of the Site. These Individuals are generally employees of an Administrator or Broker.

   D. Guest. A Guest is a person who has requested and received temporary access to a User Name and Password supplied by Employee Navigator, to enable the Guest to evaluate the Site.

II. Access Requirements. Access to the Site requires: a User Name and Password; access to a computer with a connection to the internet and the capacity to render web pages; and Authorized Users are solely responsible for providing all equipment necessary to access the Site.

III. Authorized Uses.

   A. Authorized Users will receive a limited, non-exclusive, non-transferable, revocable, license to access the Site's password-protected features on the internet using an assigned User Name and Password (the "License").

   B. The level of access associated with the User Name (Broker, Administrator, Individual, or Guest) will determine features of the Site to which that User Name will have access.

1. Individuals will have access to their own data and any other functions granted by their Broker or Administrator. As an Individual user, you understand and agree that your Broker and/or Administrator will have access to the same data that is visible to you.

2. Administrators will have the capacity to manage and create new accounts for Individuals who are the Administrator's employees or members or otherwise enrolled in a group benefit plan sponsored by the Administrator. Absent the prior written permission of Employee Navigator, Administrators may not use their access to the Site to create or manage accounts for any other person or purpose.

3. Brokers will have capacity to manage and create new Administrator or Individual accounts to the extent that a subject Administrator or Individual's Employee Navigator accounts are indexed to that Broker. Absent the prior written permission of Employee Navigator, Brokers may not use their access to the Site to create or manage accounts for any other person or purpose.

4. Guests will have only such access as Employee Navigator in its sole discretion deems appropriate. Guests will not have access to actual data of any other Authorized User.

C. This License may be revoked at any time under specific circumstances as detailed herein. Temporary revocation may include deactivation of an account or lock down of the Authorized User's Password; permanent revocation may include deletion of all data associated with the Authorized User. Reasons for revocation include the following:

1. An Administrator may revoke an Individual's License for their violation of these Terms, the Individual's separation from the Administrator's group benefit plans, or the Administrator's discontinuance of company-wide use of Employee Navigator.

2. A Broker may revoke an Administrator's License for violation of these Terms, failure to pay any policy premiums when due, or the Administrator's discontinuance of policies serviced by Broker.

3. Employee Navigator may revoke any Broker, Administrator, or Individual License for violation of these Terms, for any reason that would justify a Broker's revocation of another's License, for any reason that would justify an Administrator's revocation of another's License, or for Broker's failure to pay any Hosting Service invoice when due.

Administrators and Individuals adversely impacted by revocation of another's License may inquire with Employee Navigator for placement with another Broker. Some interruption in service may occur during the transition to another Broker.

IV. User Representations.
Authorized Users make the following representations to Employee Navigator:

A. Use of the Site shall be in a manner that is consistent with all federal, state, and local laws (including but not limited to laws concerning identity theft and privacy and security of health care related data).

B. Use of the Site shall be in a manner that is consistent with these Terms.

C. Authorized Users shall provide true information about their identity and shall not impersonate any other person or entity.

D. Authorized Users shall take appropriate precautions to maintain the secrecy of their User Name and Password. Authorized Users are solely responsible for all acts or omissions, committed by or occurring under the Authorized User’s User Name and Password

E. Authorized Users shall not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Site.

F. Authorized Users shall not decompile, reverse engineer, disassemble or unlawfully use or reproduce any of the software, source code, object code, proprietary formulations, trade secrets, Copyrighted material, or other proprietary information contained in the Site.

G. Authorized Users shall not interfere with, disrupt, penetrate, or otherwise hack Employee Navigator's ASP server, chat rooms, message boards, mail server, the account of any other Authorized User, or other Employee Navigator-related computers or networks (collectively, "Servers"). Authorized Users shall not transmit spam or any virus or other malicious computer code to or through Employee Navigator's Servers.

V. Additional Requirements About Your Information

"Your Information" is defined as any information City employee or City provides to Employee Navigator or other users in the registration, in any public message area, through any upload feature, or through any e-mail feature.

A. City employees are solely responsible for Your Information. City employees agree that: (i) Your Information shall not be false, inaccurate or misleading; (ii) Your Information shall not violate the rights of any third party, including without limitation privacy and proprietary rights; (iii) Your Information shall not infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (iv) Your Information shall not be fraudulent or involve counterfeit or stolen items; (v) Your Information shall not violate any law, statute, ordinance or regulation (including without limitation those governing consumer protection, unfair competition, antidiscrimination, or false advertising); (vi) Your Information shall not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (vii) Your Information shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information; and (viii) Your Information shall not create liability for Employee Navigator or cause us to lose (in whole or in part) the ability to provide our services.

B. Postings by an Authorized User on any message board or in any forum or chat room or e-mails sent to, from or through the Site will not be protected as confidential. Employee Navigator may use and provide information contained in any such postings, to any of its subsidiaries and affiliates for any purpose whatsoever and as deemed appropriate by Employee Navigator. Employee Navigator is under no obligation to review any messages, information, or content posted on this Site by Users and assumes no responsibility or liability relating to any such postings Notwithstanding the above, Employee Navigator may from time to time monitor the postings on this Site and may decline to accept and/or remove any postings that violate this Agreement.

C. City and City employee further agrees not to use the Site to send or post on message boards or any place on our Site, any message, e-mail or material that is unlawful, harassing, libelous, defamatory, abusive, harmful, vulgar, obscene, profane, sexually oriented, threatening, racially offensive, inaccurate, or otherwise objectionable material of any kind or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark, or other proprietary right, or derivative works without first obtaining permission from the owner, or encourage the use of controlled substances. Employee Navigator reserves the right to delete any such material from the Site. Posting content or participating in any form of discussion with the intention to commit any illegal activity is strictly prohibited. City and City employees agree not to impersonate any other person or entity, whether actual or fictitious, including impersonating an employee or consultant of Employee Navigator, its partners or affiliates. City and City employees further agree not to use an inappropriate member name, password, User ID or name of any kind.

D. Employee Navigator does not actively monitor Your Information but reserves at all times the right to review, modify, or delete any Account as appropriate for (a) system maintenance, (b) termination or limitation of access due to violation of these Terms, or (c) as otherwise required by law. Employee Navigator has an affirmative duty to notify City of such action when it occurs.

VI. Investment Decisions.

You alone will bear the sole responsibility of evaluating the risks and merits associated with any investment decision. Please seek the advice of licensed and/or competent individuals before making any investment or financial planning decisions. Do not rely solely on financial or retirement information found on this Site.

VII. Third Party Services and Sites.

A. The Site may offer and include products and services of third-party vendors. Employee Navigator does not act as an agent or broker on behalf of third parties. Employee Navigator makes no representations on behalf of third parties, nor are we responsible for the content, statements, actions, or omissions of such third parties. Inclusion of a third-party service on the Site is not an endorsement of that service. We encourage you to review the terms of service and other agreements of such third parties when visiting their sites or using their services. In order to provide you with these services, your personal information may be collected and supplied to such third parties, but the information provided will not exceed that which is necessary for the third-party to provide the service, in accordance with the Employee Navigator Privacy Policy. We may, without notice, at any time change such third-party service provider(s). You agree in the event of any such change to allow Employee Navigator and/or any such provider(s) to transfer your personal account information from/to Employee Navigator and/or from/to any such provider(s).

B. Employee Navigator may provide, or third parties may provide, links to other World Wide Web sites or resources from within our Site. Because we have no control over such sites and resources, you acknowledge and agree that Employee Navigator is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Employee Navigator shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

C. You acknowledge that we may provide certain aggregate, non-personal and non-confidential User information to third parties, including partners, affiliates and advertisers.

D. Any dealings you have with advertisers, partners, affiliates, or other third parties, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and such third party. Employee Navigator shall not be responsible or liable for any part of any such dealings.

VIII. Notice Regarding Generic Information Within.

A. Many of the benefits and human resources-related forms and materials presented on this Site are accompanied by explanatory commentary that acquaints the User with the legal and practical issues pertaining to the subject area of such forms and materials, especially as such issues relate to the forms. Users are cautioned, however, that all of the forms and commentary presented herein are for general reference only. Federal, state or local laws or individual circumstances may require amendment of the forms to meet specific situations. Some government forms may be presented in altered size, font or format and may not, therefore, meet federal or state requirements. All of the forms, checklists and commentary are intended to be used only as guides and should not be adopted without the advice of competent legal counsel.

B. Although we will make every effort to explain the relevant law, we cannot give you legal advice on how the law applies to your facts. This Site is designed to provide accurate information with regard to the subject matter covered. The Site is presented, however, with the understanding that we are not engaged in rendering legal, accounting, or other professional service. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

C. Employee Navigator does not endorse and is not responsible for the accuracy or reliability of any opinion, advice or statement made on or through this Site by any party. Other than as required by law, under no circumstance will Employee Navigator be liable for any loss or damage caused by a User's use of or reliance upon information obtained on or through this Site. It is the responsibility of the User to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content, product or service available on or through this Site.

D. While every effort has been made to offer current, complete and accurate information, errors can occur. Furthermore, this Site may contain references to certain laws and regulations. Laws and regulations will change over time and should be interpreted only in light of particular circumstances.

E. Finally, User specifically agrees that Employee Navigator is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. If you are dissatisfied with Employee Navigator, the materials available on or through Employee Navigator, or with any of Employee Navigator's terms and conditions, your sole and exclusive remedy is to discontinue using the Site.

IX. Minors and Child On-Line Privacy Protection Act.
This Site does not direct content to Minors and does not intend to collect personal information from Minors and therefore is not subject to the Child Online Privacy Protection Act. If you allow your minor child, or a child for whom you are legal guardian to access and use this Site, you agree that you will be solely responsible for (i) the online conduct of such Minor; (ii) monitoring such Minor's access to this Site; and (iii) the consequences of any use.

X.

XI. Disclaimers and Limitation of Remedies.
As an Authorized User, you understand and agree as follows:

A. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITH NO IMPLIED WARRANTIES OF ANY KIND.

B. IN NO EVENT WILL THE LIABILITY OF HOSTING SERVICE OR EMPLOYEE NAVIGATOR INCLUDE ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OR PUNITIVE DAMAGES, EVEN IF WE HAVE KNOWLEDGE OF THE POTENTIAL LOSS OR DAMAGE.

C. THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Employee Navigator DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES THAT ARE OUTSIDE THE SCOPE OF THIS AGREEMENT, THE BUSINESS ASSOCIATE AGREEMENT, AND THE CONSULTING AGREEMENT.

D. Employee Navigator does not actively monitor data as entered by Authorized Users into their Accounts, but reserves at all times the right to review, modify, or delete any Account as appropriate for (a) system maintenance, (b) termination or limitation of access due to violation of these Terms or (c) as otherwise required by law.

E. Liability, if any, relating to premiums paid or the quality or appropriateness of group benefit plans selected shall be solely the responsibility of the sponsoring employer (who may or may not also be the "Administrator" as defined herein) and the plan's broker of record (who may or may not also be the "Broker" as defined herein).

F. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to all Authorized Users. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

G. Either Parties failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

XII. Dispute Resolution. In any dispute between an Authorized User and Employee Navigator, as an Authorized User you agree as follows:

A. The dispute will be governed by the laws and decisions of the State of Idaho without regard to its conflict of law provisions.

B. Employee Navigator shall only be subject to suit in the State and/or Federal Courts serving the County of Latah in the State of Idaho.

C. Authorized User consents to the jurisdiction of the State and/or Federal Courts serving the County of Latah in the State of Idaho.

XIII. Refund Policy

A. No refunds or credits for Subscription Charges or other fees or payments will be provided to City if City elects to terminate its subscription to the Service or cancel City's Account prior to the end of City's then effective Subscription Term, unless City terminates subscription due to Murray Group's breach of any provision of this Agreement or of the Business Associate Agreement, or City terminates its subscription due to City not receiving the necessary funding to cover the obligations of City.

B. Following the termination or cancellation of Your subscription to the Service and/or Account, We reserve the right to delete all Your Data in the normal course of operation after 180 days of the end of your subscription effective end date. Your Data cannot be recovered after 180 days from your service end date.

*If a client submits notice of termination within 60 days, Murray Group will (upon request) assist with data retrieval within the first 90 days of termination. After the 90 days, if client does not request data retrieval from Murray Group, they understand that all data will be deleted in the normal course of operation after 180 days of the end of your subscription effective end date.*

XIV. Entire Agreement & Future Amendment.

A. The Parties may amend this Agreement at any time, for any reason, by written Agreement.

B. Except as may be provided in any separate license agreement, royalty agreement, or fee per use agreement, these posted Terms, constitute the entire contract and agreement regarding Terms of Use for this Site.

## Privacy Statement

**Our Commitment to Privacy**

City's and City employee's privacy is very important to us. To better protect City and City employees' privacy, we provide this notice explaining our online information practices and the choices that can be made about the way information is collected and used. To make this notice easy to find, we make it available on our homepage and on other pages where personally identifiable information may be requested. This notice applies to all information collected or submitted by City employees and/or City.

**The Information We Collect**

Employee Navigator will collect certain information, including nonpublic personal information, from City employees or City to enable the City's and City employees use of this service. This information includes, but is not limited to, employee name, address, social security number, and information about employee's family, employment and income. We may also collect (i) information about employee from our business partners, such as information that employee provides to them on applications or other forms, and (ii) information about employee's transactions with us, our business partners, or others, such as information regarding employee's use of the products and services that we offer or information necessary to provide those products and services to City and its employees. In addition, we may receive and record information on our server logs from City employee's browser, including employees IP address, cookie information (discussed below) and the pages City and employee visited.

**The Way We Use Information**

As with all information we obtain from City, Employee Navigator will never rent, license, or sell City employee's personal information without permission, except as noted herein. If City uses any of the services that Employee Navigator offers through our partners, affiliates and others, City may be asked to supply identifying information about themself and/or other family members to facilitate delivery of such services to City. In all instances, the information is only used for the purpose for which it was supplied and is not otherwise used or disclosed. Employee Navigator offers several services on Murray Group's site where Murray Group will, by necessity, need to provide some of City employee's information to the third party offering the services. We supply this information only as necessary to provide these services. Except as set forth herein, we will not disclose to unaffiliated entities any information we gather from City and/or City employees that could be used to identify or contact City employees, unless we believe in good faith that such disclosure is required by applicable law, regulation, government authorities, or court order or is otherwise permitted by law. Any such personal information provided to entities affiliated with us will be treated in accordance with the terms of this Privacy Statement, unless City is otherwise notified. We also provide personal information to our vendors and suppliers where it is necessary for them to provide City or us with products and services offered. We will attempt to require that each of these outside vendors not further use or disclose City and/or City employee personal information for any purpose other than providing City or us with products and services. We cannot guarantee their compliance with these restrictions. Finally, we never use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing City and City employee an opportunity to opt-out or otherwise prohibit such unrelated uses. If City and/or City employee browser is set up to accept cookies, we may use a feature known as a "cookie" to enhance City's use of the site. A cookie is an item of data stored on the user's hard drive containing information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on our site. For instance, by using a cookie, we may enable a user on our site to log in and enter a password only once per session, thereby saving City and City employee time while on our site. City's browser can be set to warn employees before accepting cookies. If City chooses this option, City will receive a warning message with each cookie. City can choose to refuse cookies by turning them off in the City's browser. City does not need to have cookies turned on to use our web site, however, City should be aware that rejecting cookies from the Employee Navigator web site may diminish City's experience at Employee Navigator's web site, and certain features will not work as intended. We may use the anonymous, aggregated information collected through the use of cookies to improve the content and navigation features of our web site. Some of our business partners, affiliates, and advertisers may also use cookies. We have no access to or control over these cookies. Cookies do not identify the City employees personally, but rather identifies the computer used when a web site was visited. A cookie cannot read data off City's hard disk or read cookie files created by other web sites. It is not our current policy to sell lists containing detailed personal computer information. We may, however, offer products and services through our partners and affiliates. If City and/or City employees take advantage of these products and services, City and/or City employees are authorizing us to provide that partner with the relevant information needed to perform the services. If City and/or City employees become a customer of that partner, they will be subject to that partner's privacy and other policies. We therefore encourage City and City employees to review the privacy and other policies and agreements of our partners and affiliates before responding to their offers or disclose personal information. While we choose our partners and affiliates carefully and with City's best interests in mind and encourage them to employ industry-standard privacy and security policies, we cannot be responsible for the privacy practices, products or content of such third-parties.

**About E-Mail**

DRAFT

We use return email addresses to answer the email we receive. From time to time, we also may send our own informational, educational, or promotional material to City employees at the e-mail address provided. Such addresses are not used for any other purpose and are not shared with outside parties. Please remember that e-mail messages can be viewed by other Internet users in transit. City employees should contact their employer directly if they need to correct or remove information about them or their family that was previously provided to us. City employees should not e-mail individualized information to us directly. City employees should contact us directly by telephone or in writing if there is a need for City employee to do so. Employee Navigator is committed to providing data security to prevent unauthorized access, maintain data accuracy, and ensure the correct use of information. we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online. We employ various methodologies and technology to ensure that City employee information is treated securely in accordance with our own internal security protocols. Our secure data networks are protected by industry standard firewall and password protection systems. Information collected by Murray Group through Employee Navigator is stored on a secure server. Employee Navigator uses Secure Socket Layer (SSL) technology to ensure that passwords and other sensitive information are encrypted before being transmitted over the Internet. Our privacy policies are periodically reviewed and enhanced, as necessary. No data transmission over the Internet or any wireless network, however, can be guaranteed to be 100% secure. As a result, while we strive to protect City employees' personal information, we cannot guarantee the security of any information City employees transmit to or from us, and City employee does so at their own risk. City employee can be assured that once we receive a transmission, we will make our best effort to ensure its security on our systems. City employees should not disclose their password to any third parties or share it with any third parties. If City employee loses control of their password, City employee may lose substantial control over their information and may be responsible for and subject to actions taken on their behalf. Therefore, if City employee suspects that their password has been compromised, City employee should immediately discontinue use of the service and contact Employee Navigator.

**Effects of Statement Updates**

Employee Navigator may update this Statement from time to time as we add new services and new features. Employee Navigator shall notify City of such changes and receive written permission by City to approve and publish the updated statements prior to the statement taking effect. Changes on our site may require additional information. We will notify our users about such changes, after prior written approval by City, by displaying a prominent notice on the Employee Navigator home page whenever this Statement is updated or changed. City and City employees should also check Employee Navigator's Privacy Statement periodically.

**What Happens If You Switch Coverage**

If City switches coverage to another company, Employee Navigator will continue to treat City's individualized information with the same confidence and respect we extend to all our valuable customers.

**Why This Statement Is Important**

By choosing to continue usage of EmployeeNavigator.com, City agrees to the terms of the Privacy Statement. City employees visit to EmployeeNavigator.com and any dispute over privacy is subject to this Statement and our Terms and Conditions of Service, including limitations of damages, the application of the law of Idaho, and exclusive jurisdiction of Idaho. This Privacy Statement is incorporated into and subject to the terms of our Terms and Conditions of Service. If City or City employees have any questions or comments concerning this Statement, please contact Murray Group at Employee Navigator by postal mail at: Employee Navigator Privacy Statement c/o Employee Navigator, LLC 7979 Old Georgetown Road Suite 300 Bethesda, MD 20814.

# COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 28, 2023

## AGENDA ITEM TITLE

Proposed Lot Line Adjustment at 1998 Ben Gifford Ct and 1974 Sunnyside Ave (ACTION ITEM) - Aimee Hennrich

## RESPONSIBLE STAFF

Aimee Hennrich, Planner I

## ADDITIONAL PRESENTER(S)

## DESCRIPTION

The applicant, Jim Swift, is requesting a lot line adjustment between 1998 Ben Gifford Ct and 1974 Sunnyside Ave. The proposed lot line adjustment would increase 1974 Sunnyside Ave from 10,627 sf to 11,697 sf and decrease 1998 Ben Gifford Ct from 21,378 sf to 20,308 sf. The parcel addressed 1998 Ben Gifford Ct is currently vacant land and a single-family home is currently under construction at 1974 Sunnyside Ave. The applicant is requesting the lot line adjustment in order to square up the rear property lines to improve landscaping and maintenance.

The subject lots are currently zoned Medium Density Residential (R-3). In the R-3 Zone, the minimum lot size is 6,000 sf and the minimum lot width is 60 feet. All proposed lots meet the minimum lot size and width requirements of the R-3 Zone, and the single-family dwelling currently under construction will meet all setback requirements.

## REVIEWED BY

## PROPOSED ACTIONS

**PROPOSED ACTIONS:** Recommend approval of the lot line adjustment request; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff further direction.

## STAFF RECOMMENDATION

Recommend approval of the lot line adjustment with no conditions.

## OTHER RESOURCES

## FISCAL IMPACT

## PERSONNEL IMPACT

## ATTACHMENTS

1. Application Materials

Hodge & Associates, Inc. ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

August 8, 2023

Mayor Bettge and Moscow City Council
City Hall
Moscow, Idaho

Re: Anderson 7th Addition Block 1 Lots 2 and1 Lot Line Adjustment

Dear Mayor Bettge and City Council

The Anderson 7th Addition owner, Jim Swift is requesting a lot line adjustment to Block 1 Lots 2 and 11. The proposed adjustment would square up back of lots 2 and 11 to improve landscaping and maintenance. Both lots will remain well over the minimum lot size of 7,000 SF.

The propose adjusted lot sizes would be:

1. Lot 2 – from 10,627 SF to 11,697 SF
2. Lot 11 – from 21,378 SF to 20,308 SF

Enclosed are:

1. Existing Plat
2. Proposed Record of Survey
3. Proposed Legal Descriptions

Please do not hesitate to contact me if you have any questions regarding this lot line adjustment request

Sincerely,

Scott Becker, PE
Principal
Hodge & Associates, Inc.

405 South Washington Street
PO Box 8728
Moscow, ID 83843

Tel: (208) 882-3520
Fax: (208) 882-2622
E-mail: hodge@moscow.com

SCOTT BECKER, PE PRINCIPAL



Received 08-09-2023

8/2/2023

Legal Description by Hodge & Associates for: Jim Swift
Boundary Line Adjustment Parcel

A parcel of land, being a portion of Lot 11 of Block 1 of Anderson 7th Addition: A Replat of Portions of Lot 25, Block 4; & Block 5 of Anderson 1st Addition to the City of Moscow, Instrument #622223, Latah County Records, located in the Southwest Quarter of the Southeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

> **Beginning** at the northeast corner of Lot 11 of Block 1 of Anderson 7th Addition and the northeast corner of Lot 2 of said Block 1;
> Thence along the south line of said Lot 11, S61º53'34"W, 66.35 feet to the northwest corner of said Lot 2;
> Thence leaving said south line, N28º06'26"W, 32.25 feet to the north line of said Lot 11;
> Thence along said north line, N87º48'41"E, 73.77 feet to the **Point of Beginning**.
>
> Parcel contains 1,070 square feet, more or less.

**Subject to**: Permanent Public Utility Easement, Instrument #545162.



Received 08-09-2023

8/2/2023

Legal Description by Hodge & Associates for: Jim Swift
Final Parcel A

A parcel of land, being Lot 2 and a portion of Lot 11 of Block 1 of Anderson 7th Addition: A Replat of Portions of Lot 25, Block 4; & Block 5 of Anderson 1st Addition to the City of Moscow, Instrument #622223, Latah County Records, located in the Southwest Quarter of the Southeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

> **Lot 2** of Block 1 of Anderson 7th Addition: A Replat of Portions of Lot 25, Block 4; & Block 5 of Anderson 1st Addition to the City of Moscow.
>
> Lot 2 contains 10,627 square feet, more or less.

**Together With:** A parcel of land, being a portion of Lot 11 of Block 1 of Anderson 7th Addition: A Replat of Portions of Lot 25, Block 4; & Block 5 of Anderson 1st Addition to the City of Moscow, Instrument #622223, Latah County Records, located in the Southwest Quarter of the Southeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

> **Beginning** at the northeast corner of Lot 11 of Block 1 of Anderson 7th Addition and the northeast corner of Lot 2 of said Block 1;
> Thence along the south line of said Lot 11, S61º53’34”W, 66.35 feet to the northwest corner of said Lot 2;
> Thence leaving said south line, N28º06’26”W, 32.25 feet to the north line of said Lot 11;
> Thence along said north line, N87º48’41”E, 73.77 feet to the **Point of Beginning**.
>
> Parcel contains 1,070 square feet, more or less.

Total Final Parcel contains 11,697 square feet, more or less

**Subject to**: Permanent Public Utility Easement, Instrument #545162.



Received 08-09-2023

8/2/2023

Legal Description by Hodge & Associates for: Jim Swift
Final Parcel B

A parcel of land, being a portion of Lot 11 of Block 1 of Anderson 7th Addition: A Replat of Portions of Lot 25, Block 4; & Block 5 of Anderson 1st Addition to the City of Moscow, Instrument #622223, Latah County Records, located in the Southwest Quarter of the Southeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

> **Lot 11** of Block 1 of Anderson 7th Addition: A Replat of Portions of Lot 25, Block 4; & Block 5 of Anderson 1st Addition to the City of Moscow.
>
> Lot 11 contains 21,378 square feet, more or less.

**Excepting Therefrom:** A parcel of land, being a portion of Lot 11 of Block 1 of Anderson 7th Addition: A Replat of Portions of Lot 25, Block 4; & Block 5 of Anderson 1st Addition to the City of Moscow, Instrument #622223, Latah County Records, located in the Southwest Quarter of the Southeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

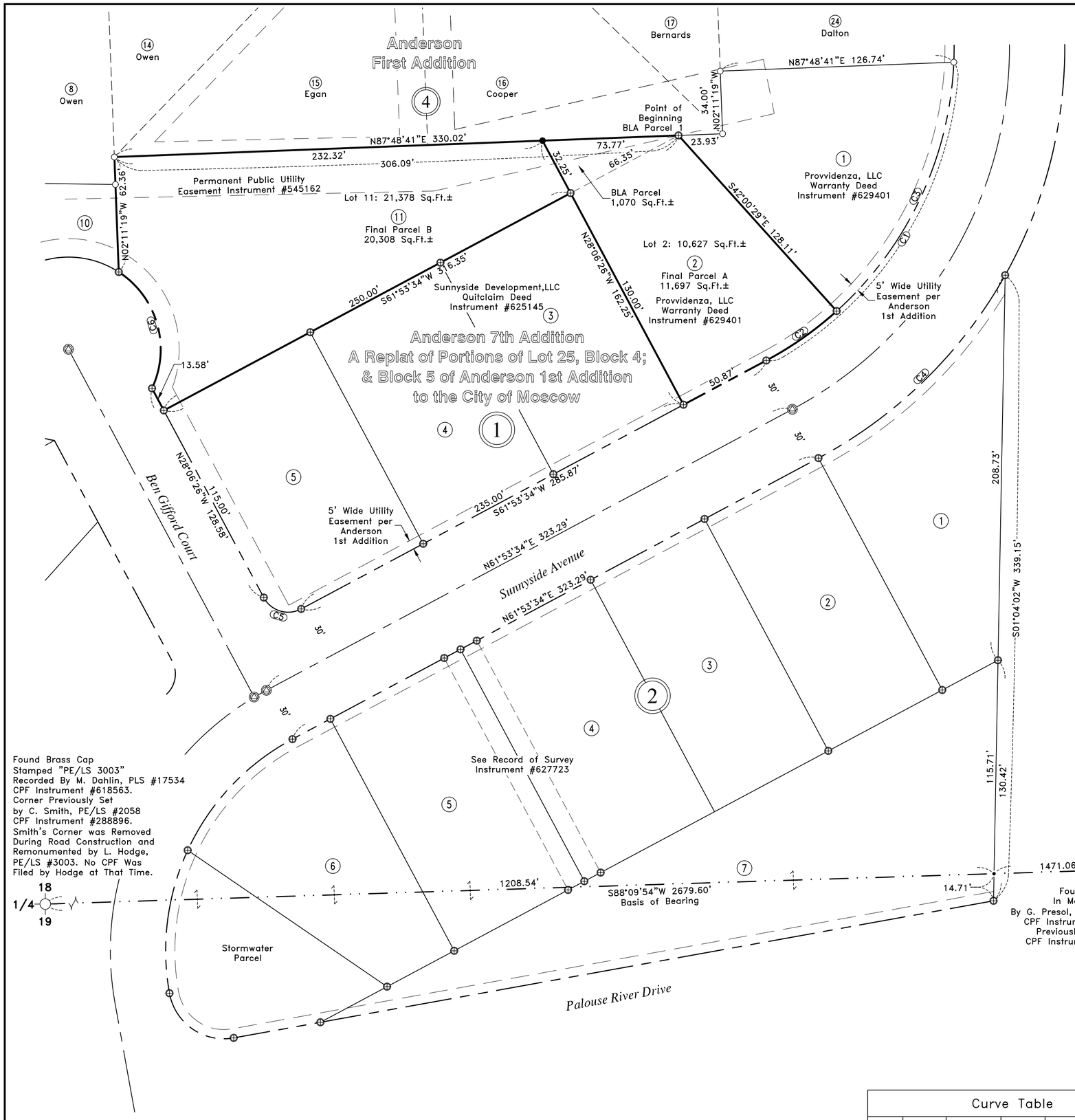
> **Beginning** at the northeast corner of Lot 11 of Block 1 of Anderson 7th Addition and the northeast corner of Lot 2 of said Block 1;
> Thence along the south line of said Lot 11, S61º53’34”W, 66.35 feet to the northwest corner of said Lot 2;
> Thence leaving said south line, N28º06’26”W, 32.25 feet to the north line of said Lot 11;
> Thence along said north line, N87º48’41”E, 73.77 feet to the **Point of Beginning**.
>
> Parcel contains 1,070 square feet, more or less.

Total Final Parcel contains 20,308 square feet, more or less

**Subject to**: Permanent Public Utility Easement, Instrument #545162.



Received 08-09-2023




## Section 18, T39N, R5W, BM

### Basis of Bearings

The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found southeast corner of Section 18 and the found southwest corner of the Southeast Quarter of Section 18, said bearing being S88°09'54"W.

### Survey References:

1. Anderson 1st Addition to the City of Moscow, Instrument #404026, by G. Stone, PLS #4346.
2. Warranty Deed, Instrument #617776, L.L.F. Inc to James B Swift.
3. Anderson 7th Addition: A Replat of Portions of Lot 25, Block 4; & Block 5 of Anderson 1st Addition to the City of Moscow, Instrument #622223, by M. Dahlin, PLS #17534.
4. Quitclaim Deed, Instrument #625145, Swift to Sunnyside Development, LLC
5. Record of Survey, Instrument #627723, by M. Dahlin, PLS #17534.
6. Warranty Deed, Instrument #629400, Sunnyside Development, LLC to Provvidenza, LLC.
7. Warranty Deed, Instrument #629401, Sunnyside Development, LLC to Provvidenza, LLC.

### Surveyor's Certificate

I, Michael E. Dahlin, PLS #17534, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Jim Swift in August 2023.

### Surveyor Narrative

1. The purpose of this survey was to accommodate a Boundary Line Adjustment (BLA) involving Lots 2 and 11 of Block 1 of Anderson 7th Addition. Wherein a portion of said Lot 11 would be split off and parceled with said Lot 2 to create Final Parcel A, with the remaining portion of Lot 11 becoming Final Parcel B.
2. The south line of the Southeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, was located to establish the Basis of Bearings and primary boundary control. Anderson 7th Addition was rotated to project basis and located accordingly.
3. See Anderson 7th Addition, Instrument #622223 for survey record data and original parcel boundary resolution. Measured dimensions shown on this survey match all corresponding record dimensions from said Plat.

### Legend

- Found Monument as Described
- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- Aluminum Cap Stamped "PLS 17534" to be Set per Anderson 7th Addition
- City of Moscow Standard Centerline Monument Stamped "PLS 17534" to be Set per Anderson 7th Addition
- Found 5/8" Diameter Rebar w/Plastic Cap Stamped "Hodge 3003"
- Calculated Position
- (1) Block Number
- (1) Lot Number
- (C1) Curve Data – See Curve Table
- BLA Boundary Line Adjustment
- Final Parcel Boundary Line
- Existing Lot/Parcel Boundary Line
- Original Lot Line, No Longer Parcel Boundary
- Section Line
- Right-of-Way
- Easement

SCALE: 1"= 40'

FEET 40 30 20 10 0 20 40

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve | Length | Delta | Radius | Chord | Chrd Brng |
| C1 | 199.85' | 59°27'26" | 192.58' | 191.00' | N32°09'42"E |
| C2 | 46.72' | 13°54'03" | 192.56' | 46.60' | N54°56'32"E |
| C3 | 153.13' | 45°33'50" | 192.56' | 149.13' | N25°12'36"E |
| C4 | 143.63' | 32°35'01" | 252.56' | 141.70' | N45°36'03"E |
| C5 | 23.56' | 90°00'00" | 15.00' | 21.21' | S73°06'26"E |
| C6 | 71.54' | 81°58'39" | 50.00' | 65.59' | N15°57'58"W |

NO._____
AT THE REQUEST OF:

DATE & HOUR:

_____ M.
TONYA DODGE
LATAH COUNTY RECORDER

FEE $_____ BY_____

RIM ROCK CONSULTING, INC.
Land Surveying
Site Planning
Mapping
P.O. Box 8728
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Moscow, Idaho 83843
(208) 882-3520
139 West 2nd Street #202 Moscow, Idaho 83843 208.882.5339 mmckie@rimrockconsultingpc

PRELIMINARY
NOT FOR
RECORDING

PROFESSIONAL LAND SURVEYOR
LICENSED
17534
STATE OF IDAHO
MICHAEL E. DAHLIN

Record of Survey for:
Sunnyside Development, LLC
Latah County, Idaho

| | |
|---|---|
| Drafted by: | SW |
| Checked by: | MED |
| File Name: | 4393 BLA 2 |
| Tab: | Layout |
| Plot Style | OCE.ctb |
| Project: | 4373-08-22 |
| Date: | 8/2/23 |

1 of 1



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