

Public Works / Finance Committee



Regular Meeting ~Amended Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday
January 8, 2024

4:00 PM

Council Chambers
206 E. Third St.

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

REGULAR AGENDA

1. Selection of Committee Chair and Vice Chair (ACTION ITEM)

Elect incoming Public Works / Finance Committee Chair and Vice chair.

ACTION: Approve Committee Chair and Vice Chair

2. Approval of Public Works/Finance Committee December 11, 2023 Minutes (ACTION ITEM) - Taylor Riedner

3. Disbursement Report December 2023 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending December 2023.

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

4. First Quarter Financial Report October 1, 2023 to December 31, 2023 for FY2024 (ACTION ITEM) - Sarah Decker

Presentation of the financial report for the first quarter of Fiscal Year 2024 (October 1, 2023 to December 31, 2023).

PROPOSED ACTIONS: Approve the FY2024 First Quarter Financial Report, or provide staff with further direction.

5. Winterfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Cody Riddle

The Moscow Chamber of Commerce + Visitor Center is hosting its annual Moscow Winterfest on Saturday, February 3rd, from 12 pm to 4 pm on Main Street between 3rd and 6th Streets. The applicant anticipates nine licensed beer and/or wine vendors and ten non-alcoholic and/or food vendors, along with a variety of outdoor games and activities for all ages. Warming fires may be provided at the event at the determination of the Moscow Volunteer Fire Department. The event has been reviewed and approved as of December 5, 2023. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Moscow Winterfest is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Title 10, Chapter 1, Section 1-12; a draft resolution has been prepared for

Council's consideration.

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

6. Proposed Lot Line Adjustment at 2216 S Main St (ACTION ITEM) – Aimee Hennrich

The applicants are requesting a lot line adjustment between three parcels located at 2216 S Main Street. Parcel one is currently 2.02 acres in size, parcel two is 0.74 acres, and parcel three is 4.65 acres. As a result of the lot line adjustment, parcel one would decrease in size to 1.29 acres, parcel two would increase to 2.57 acres, and parcel three would decrease to 3.55 acres. The applicant is requesting the lot line adjustment to allow for the sale of a portion of the property. Parcel one is currently vacant land, parcel two is comprised of two buildings which contain various commercial uses including an automotive repair business, and parcel three is vacant land. The subject properties are located within the Motor Business (MB) Zoning District where there is no minimum lot size or lot width requirements. Additionally, every lot shall abut a public street right-of-way for a minimum distance of 40 feet. All of the proposed lots meet this requirement.

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.

7. Selective Traffic Enforcement Program – Grant Application (ACTION ITEM) - Alisa Anderson / Eric Warner

The Moscow Police Department (MPD) is requesting to participate in the national grant program called Selective Traffic Enforcement Program (STEP) sponsored by the Idaho Transportation Department (ITD), Office of Highway Safety (OHS) for a fourth year. The program addresses traffic crashes resulting in fatal and serious injuries. Using problem identification, the agencies focus on issues addressing specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions. The MPD is requesting to submit a grant funding request due on January 31, 2025, for \$121,000 with an in-kind match of \$30,250.

PROPOSED ACTIONS: Recommend approval for the Moscow Police Department to apply for the Selective Traffic Enforcement Program requesting grant funding assistance of \$121,000 for FY2025, or provide staff further direction.

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

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Public Programs in the Arts (PPA) grant program is intended to provide general operating support for arts organizations in Idaho. These funds will represent off-setting revenue in the production of Artwalk. If the application is successful, funds are typically available at the end of the City of Moscow's FY24, and would be deferred for use in FY25.

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

9. Jackson & A Mural RFQ (ACTION ITEM) - Megan Cherry

Following the removal of the damaged mural at the City of Moscow building located at the corner of Jackson and A Streets in May 2023, the Moscow Arts Commission discussed and voted to recommend replacement of the public artwork. Arts staff conducted budget research by analyzing factors such as the cost per square foot and project scope in 13 calls for mural artwork posted

between 2022 - 2023 in the United States. The \$31,850 project budget, funded by insurance coverage following the loss of the previous mural, will accommodate \$3850 to be paid to a painting contractor to complete site prep, priming, and anti-graffiti clear coat; \$1000 honoraria for up to three design finalists; and an artwork commission honorarium of \$25,000. The project is now set to move into the submission phase upon approval of the RFQ and artist agreements by City Council. At present, the project is slated for an initial submission period from February - March 2024, with the goal of completing installation at the end of September 2024.

PROPOSED ACTIONS: Recommend approval of the RFQ and agreements, amend RFQ and agreements, or provide staff further direction.

10. Professional Service Prequalification Process Master Agreements Approval (ACTION ITEM) - Scott Bontrager

The City frequently requires the services of design professionals necessary for the design and construction of a variety of public utility, facility and other public construction projects. Idaho requires that procurement of professional service contracts with design professionals (professional engineers, architects, and landscape architects), construction managers, and professional land surveyors shall be based upon the qualifications and demonstrated competence of the provider of the required services. City staff solicited a Request for Statements of Qualifications (SOQ) on November 3, 2023 for Engineering agencies looking to be included or updated as part of the Professional Services Roster. Submittals were accepted until December 1, 2023. The City received SOQs from a total of 20 engineering firms. Staff is requesting authorization for the City to enter into a Master Services Agreement with those firms, specifying the terms and conditions for the provision of professional services on an on-demand task order basis to the City.

PROPOSED ACTIONS: Recommend approval of Professional Services Roster and allow City to enter into Master Services Agreements with respondents to the City's Statement of Qualifications, or provide staff further direction.

ADJOURN

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

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday,
December 11, 2023**

4:00 PM

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

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

PRESENT: Julia Parker, Drew Davis, Sandra Kelly

OTHERS: Council Member Art Bettge, Council Member Maureen Laffin

STAFF: Bill Belknap, Cody Riddle, Renee Tack, Bonnie Dennler, Mia Bautista, Taylor Riedner

REGULAR AGENDA

1. Approval of Public Works/Finance Committee October 9, 2023 Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

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

Presentation of the Accounts Payable Report for the month ending November 2023.

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

Tack introduced the item by reflecting on major expenditures including payment 12 for the Booster Station Phase 2, South US 95 Water Sewer project, second and final payment on new fire engine, workers comp policy payment for the year, and the Palouse Mall water main replacement project. A new electric car was purchased for the Stormwater department and a Chevy pickup was purchased for the Police Department. There were 2 water main projects that were scheduled for summer of 2023. This included replacement of the asbestos concrete pipe behind the Palouse Mall and at significant risk of failure. The other was a transmission main project located on the south side of the Pullman Highway to improve transmission from well 10 to the city reservoir. The Committee authorized the use of digital signature, recommended approval and that it be placed on the Council consent agenda.

3. Affordable Housing Grant Program Update Resolution (ACTION ITEM) - Cody Riddle

The Affordable Housing Grant Program, established in 2021, has proven to be overly restrictive or cumbersome to the development community. As a result, the program has been underutilized and not resulted in the needed construction of new, affordable homes. Staff is proposing an update to simplify the application requirements, with the goal of facilitating an increase in affordable home construction.

PROPOSED ACTIONS: Recommend approval of the resolution modifying the requirements of the Affordable Housing Grant Program; or provide staff further direction.

Riddle reviewed the previously approved grant program and the \$120,000 that was awarded to 6 new homes. One of these 6 has been completed since and 4 more are likely to be completed in the next construction year. One change proposed being made includes changing the affordability commitment language from perpetuity to 50 years. The second change is regarding the two original formulas for calculating affordability and converting it to one simple formula while the eligibility criteria will remain the same. As a reminder, funds need to be obligated by the end of 2024 and expended by the end of 2026.

Belknap asked to specify the 35% needs to refer to the buyer's income in Section 6.B of the Resolution. The Committee recommended approval and that it be placed on the Council consent agenda.

4. 2024 WHITCOM Emergency Dispatch Agreement (ACTION ITEM) - Bill Belknap

The City currently contracts with the WHITCOM joint dispatch center for E911 emergency and non-emergency dispatch services. The attached agreement would continue those services through the 2024 calendar year. The proposed fee for the dispatch services is \$26,389 less than the 2023 agreement, with a total annual cost of \$776,874. Staff has prepared the agreement for the Council's review and approval.

PROPOSED ACTIONS: Recommend approval of the Emergency Dispatch Services Agreement, or provide staff further direction.

Belknap introduced the item by reflecting on the nearly 20-year history with Whitcom agreements. Staff is hopeful to move to a multi-year agreement in the near future. Additional clarification has been added for public records process, public fund restrictions, and other state requirements. Majority of public records requests are processed through the Moscow Police Department unless there is a specific recording captured by Whitcom. The Committee recommended approval and that it be placed on the Council consent agenda.

5. Startouch Wireless Communications Facility Lease Agreement (ACTION ITEM) - Bill Belknap

Startouch Microwave Communications is requesting to install two (2) microwave antennas and associated cables on the City Rotary Park Water Tower. The proposed use of the equipment is to provide communication services to T-Mobile, which operates a cellular communications site at the location. Staff has prepared a wireless communications lease agreement to allow the installation of the two antennas in exchange for a lease fee of \$3,600 per year which will increase by 3% annually. The agreement is being presented to the Council for the Council's review and approval.

PROPOSED ACTIONS: Recommend approval of the wireless communications facility lease agreement, or provide staff further direction.

Belknap introduced the item as written above. Typical full-scale installations include up to 6 antennas and a higher lease agreement, however the scope of this project is much lower. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

6. Benefit Consulting Agreement (ACTION ITEM) - Bill Belknap

The City of Moscow has utilized the Murray Group, Inc. for a number of years to provide consulting. The City of Moscow has utilized the Murray Group, Inc for 18 years to provide benefit consulting services to the city. In September 2023, the City of Moscow sought out Statements of Qualifications (SOQs) from qualified consulting firms for Employee Benefits Consulting Services to assist the City of Moscow (City) in the management of its employee medical, dental, vision, and voluntary supplemental benefit programs to be effective January 1, 2024. The Murray Group was provided notice of termination in September to meet required notice period requirements in the event they were not selected as the successful firm. The City received a total of seven bids and brought 3 firms in for formal presentations. Through this open process, the review committee selected Gallagher Benefit Services, Inc as their finalist. A draft contract has been prepared and is currently under review by Gallagher and is included for the Committee's review. The final contract will be presented for approval at the Council's December 18th meeting.

PROPOSED ACTIONS: Recommend approval of the draft Gallagher Benefit Services Consulting agreement, Broker of Record Letter, and Peak One Fee Schedule to include COBRA Administration; or provide further direction.

Belknap introduced the item as written above and reflected on the process a staff committee took to narrow the 7 responses down to 1 and compared the results to previous services provided by Murray Group. The

goal is to have contracted services start on January 1st. There were no surprises or concerns by staff during this review. The Committee recommended approval and that it be placed on the Council regular agenda.

ADJOURN

The meeting adjourned at 4:27pm

DRAFT

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, January 8, 2024



AGENDA ITEM TITLE

Disbursement Report December 2023 (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending December 31, 2023. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of \$3,914,499.19.

Payroll	\$2,332,624.00
Professional Services	\$58,088.00
Sanitation	\$370,559.00
Capital Outlay	\$257,331.00
Capital Outlay-Vehicles	\$80,809.00
Capital Outlay-Improvements	\$311,231.00
Supplies	\$160,500.00
Minor Equipment	\$39,999.00
Utilities	\$98,992.00
Contractual Payments	\$40,859.00
ACH Wells Fargo	\$60,783.00
Total	\$3,811,775.00

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

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

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

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

RECEIPTS REPORT FOR DECEMBER 2023

		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	
	FUND NAME											Grand Total
Fund #												
101	GENERAL	368,987.45	149,355.20	91,279.74	0.00	143,104.20	19,955.63	75,270.48	48,146.94	0.00	4,713.67	900,813.31
105	STREETS	46,581.87	0.00	0.00	0.00	-0.40	0.00	0.00	0.00	0.00	0.00	46,581.47
120	RECREATION AND CULTURE	0.00	0.00	25.00	0.00	14,290.64	0.00	0.00	-462.03	2,000.00	0.00	15,853.61
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	8,091.01	660.00	0.00	0.00	0.00	0.00	0.00	8,751.01
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,671.12	0.00	0.00	0.00	0.00	0.00	1,671.12
220	WATER	0.00	0.00	0.00	0.00	523,444.88	0.00	1,510.12	0.00	0.00	0.00	524,955.00
230	SEWER	0.00	0.00	0.00	0.00	646,987.74	0.00	1,906.79	247.61	0.00	0.00	649,142.14
235	STORMWATER	0.00	0.00	0.00	0.00	50,695.91	0.00	0.00	0.00	0.00	0.00	50,695.91
240	SANITATION	0.00	0.00	0.00	0.00	489,309.26	0.00	0.00	-41.12	0.00	0.00	489,268.14
290	FLEET	0.00	0.00	0.00	0.00	78,720.00	0.00	0.00	25.98	0.00	0.00	78,745.98
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	147,205.27	0.00	0.00	0.00	0.00	0.00	147,205.27
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
335	STORMWATER CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	30,778.75	0.00	0.00	0.00	30,778.75
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	3,292.78	0.00	0.00	0.00	3,292.78
590	BOND & INTEREST	53,182.49	0.00	0.00	0.00	0.00	0.00	246.02	0.00	0.00	0.00	53,428.51
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	468,751.81	149,355.20	91,304.74	8,091.01	2,096,088.62	19,955.63	113,004.94	47,917.38	2,000.00	4,713.67	3,001,183.00

City of Moscow Cash and Investments Balances as of 12/31/2023		
Fund	Year to Date Balance	
General Fund	\$	7,156,050.31
Street Fund	\$	1,873,428.25
Culture & Recreation	\$	1,270,371.71
MSDCPF	\$	113,228.66
1912 Fund	\$	68,626.39
Transit Center	\$	71,332.69
Water Fund	\$	3,695,850.09
Sewer / WRRF	\$	4,074,749.42
Stormwater	\$	263,932.48
Sanitation Fund	\$	3,826,496.20
Fleet Fund	\$	6,482,046.78
Information Systems	\$	5,481,765.86
Water Capital	\$	4,972,511.37
Sewer Capital	\$	19,007,863.74
Stormwater Capital	\$	311,287.38
Capital Projects	\$	10,914,106.42
Sanitation Capital	\$	7,569,914.61
LID construction	\$	214.39
Hamilton	\$	787,658.39
Bond & Interest	\$	557,426.10
LID Funds	\$	35,611.11
Payroll Service	\$	1,218,530.46
Total Cash & Investments	\$	79,753,002.81

DISBURSEMENTS REPORT FOR DECEMBER 2023												
DATE BATCH # CHECK #'s	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	PAYROLL	GRAND TOTALS
		12/7/2023	12/14/2023	12/21/2023	12/28/2023	12/5/2023	12/14/2023		12/1/2023	12/15/2023	12/29/2023	
		AP 12.8.2023	AP 12.15.2023	AP 12.22.2023	AP 12.29.2023	12/19/2023 AP 12.1.2023 AP 12.15.2023	AP 12.15.2023	ID88	ID89	ID90		
		107495-107573	107574-107641	107642-107721	107723-107757	December CC ACH's	December ACH's	21592-21593				
Fund #												
101	ACH for Wells Fargo to be Imported											24,799.84
	GENERAL	35,322.32	7,338.39	42,991.51	16,345.69	19,952.32			361,712.88	735,615.08	299,528.33	24,799.84
105	STREETS	25,818.12	732.97	10,466.22	9.99	126.32			27,862.89	59,579.02	23,946.15	1,518,806.52
120	RECREATION AND CULTURE	8,277.67	15,610.91	2,630.96	1,095.94	3,397.12			52,056.34	106,823.89	50,922.93	148,541.68
121	MSD COMM. PLAY FIELDS		301.37						2,048.84	5,230.92	1,952.43	240,815.76
123	1912 CENTER	10,750.00										9,533.56
128	TRANSIT CENTER	1,014.34	1,548.06									10,750.00
220	WATER	45,149.94	11,932.42	11,642.08	8,778.53	636.46			49,820.17	101,106.74	41,797.95	2,562.40
230	SEWER	47,234.77	62,003.51	21,435.01	7,904.19	4,071.44			53,218.03	111,534.54	42,270.77	270,864.29
235	STORMWATER	1,342.22	155.08	362.60		1,004.68		20,697.72	17,148.28	36,474.07	14,770.78	370,369.98
240	SANITATION	124,813.28	43.11						8,309.23	18,042.74	7,181.32	71,257.71
290	FLEET	6,491.60	94,297.55	5,613.92	30,663.72	544.30		225,295.69	10,680.93	20,756.91	9,288.74	383,685.37
295	INFORMATION SYSTEMS	19,920.00		84,378.01	4,161.69	6,250.45			15,456.29	34,151.89	13,334.53	178,337.67
320	WATER CAPITAL PROJECTS	197,384.37	876.56	242,762.73								177,652.86
330	SEWER CAPITAL PROJECTS		233.50									441,023.66
335	SANITATION CAPITAL PROJ		9,631.84									233.50
340	SANITATION CAPITAL PROJ											9,631.84
350	CAPITAL PROJECTS		50,144.82	421.94	5,065.79							0.00
355	LID CONSTRUCTION											55,632.55
380	HAMILTON - PARKS & REC											0.00
590	BONDS & INTEREST											0.00
	TOTAL	523,518.63	254,850.09	422,704.98	74,025.54	60,782.93	245,993.41	0.00	598,313.88	1,229,315.80	504,993.93	3,914,499.19

Julia Parker

Sandra Kelly

Drew Davis

Sarah L. Banks, Finance Director

	<u>Sanitation</u>			Utilities November 2023	
Finnley Buttes Landfill Garbage - November 2023	\$	120,496.82			\$ 98,992.39
Finley Buttes Landfill Fuel Relief - November 2023	\$	4,069.21			
Latah Sanitation (ACH Payment)	\$	244,814.77			\$ 98,992.39
Monthly LSI Billing for November 2023				<u>Payroll</u>	\$ 2,332,623.61
Latah Sanitation (ACH Payment)	\$	1,178.64			
Fuel Relief - November 2023				<u>Contractual Payments</u>	
	\$	370,559.44		Heart of the Arts, Inc.	\$ 10,750.00
				Humane Society of the Palouse	\$ 4,705.00
				Moscow Volunteer Fire Department	\$ 1,750.00
				Infosend, Inc.	\$ 3,733.63
				Industrial Software Solutions	\$ 19,920.00
Oxarc, Inc. Chlorine, SO ₂	\$	5,428.35			
Proforce Marketing, Inc. Less lethal ammunition order	\$	3,163.20			\$ 40,858.63
Ironclad Company 60" Tube Brooms for Sweeper #2-24 (Streets) (4 @ \$577.60/ea)	\$	2,685.40			
Lacal Equipment, Inc. Dump Door and Roll for #2-23 (Streets)	\$	3,293.49		<u>ACH Wells Fargo</u>	
Les Schwab Tire Centers New tires for #1-19 (WRF) (6 @ \$566.99/ea)	\$	3,641.88		Commercial Card Expense- November 24th	\$ 9,953.50
Consolidated Supply Co. ROW purchase at 718 Public Ave - Richard and Dana Hull	\$	8,702.72		Commercial Card Expense- December 1st	\$ 4,701.65
Dell Marketing, L.P. FY24 Dell Computer Order	\$	81,120.54		Commercial Card Expense- December 8th	\$ 6,827.87
Geveko Markings, Inc. White line (90 @ \$88.20/ea) Turn arrow (10 @ \$184.60/ea)	\$	9,784.00		Commercial Card Expense- December 15th	\$ 14,500.07
Huber Technology, Inc. Head works screen 2 brush motors and gear box	\$	5,357.61		Commercial Card Expense- December 22nd	\$ 15,552.19
Oxarc, Inc. Chlorine, SO ₂	\$	3,837.82		Commercial Card Expense- December 30th	\$ 9,247.65
CHS, Inc. Unleaded (4502 gals) and Diesel (3000 gals)	\$	20,765.32			
ControlFreek, Inc. HMI screens for the new boosters	\$	6,760.00		<u>Minor Equipment</u>	
Pro Tech Wheel and Tire Stock cop tires (40 @ \$146.00/ea)	\$	5,960.00		Owen Equipment, Inc.	\$ 10,744.19
				Bacterial Sewer cleanin unit for jet truck	
				KGS Northwest, LLC	\$ 7,000.00
				Actuator for filter non compliant valve	
				L.N. Curtis & Sons	\$ 17,960.00
				Turnout Gear	
				Owen Equipment, Inc.	\$ 4,294.90
				New sewer jet nozzle	
	\$	160,500.33			\$ 39,999.09
				<u>Capital Outlay- Vehicles</u>	
				Chipman & Taylor Chevrolet	\$ 34,887.90
				New vehicle #7-06 Parks - Trade old #7-06	
				Joe Hall Ford	\$ 45,921.00
				New 2023 Ford Lightning for Stormwater (#2-70)	
<u>Capital Outlay</u>					
Lucky Acres Fencing Fence Labor and Concrete for the HLAC Fence Relocation Project 2023	\$	16,359.12			
J-U-B Engineers, Inc. Booster Station Phase II - Task 2 November 2023	\$	6,562.55			
T M L Construction, Inc. Pay App 13 for Booster Stations Phase II	\$	229,949.88			\$ 80,808.90
Gropp, LLC West Pullman Rd Pole repair - Progressive billing #3	\$	4,459.60			
	\$	257,331.15			

Large Expenditures								
M.L. Albright & Sons, Inc.	\$	194,626.37	Dell Marketing, L.P.	\$	81,120.54	Joe Hall Ford	\$	45,921.00
Pay App 2 for the Palouse Mall AC Water Main Project			FY24 Dell Computer Order			New 2023 Ford Lightning for Stormwater (#2-70)		
Big Sky Development, Inc.	\$	30,817.33	T M L Construction, Inc.	\$	229,949.88			
Pay App #6 for Lilly Street Reconstruction Project			Pay App 13 for Booster Stations Phase II					
Concrete Conservation, LLC	\$	47,800.00	Chipman & Taylor Chevrolet	\$	34,887.90			
Spectra Shield Install			New vehicle #7-06 Parks - Trade old #7-06					

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, January 8, 2024



AGENDA ITEM TITLE

First Quarter Financial Report October 1, 2023 to December 31, 2023 for FY2024 (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Presentation of the financial report for the first quarter of Fiscal Year 2024 (October 1, 2023 to December 31, 2023).

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the FY2024 First Quarter Financial Report, or provide staff with further direction.

STAFF RECOMMENDATION

Approve the first quarter financial report for Fiscal Year 2024 (October 1, 2023 to December 31, 2023)

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Quarterly Financials - December 2023 - Council Report

City of Moscow
QUARTERLY FINANCIAL REPORT
Budget For Fiscal Year Ending 9/30/2024
SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

					Percent of Year 25%
		Original Budget	Final Budget	31-Dec-2023	Budget to Actual To Date
	Fund			December-23 YTD	
101	General Fund Revenues	22,621,729	22,621,729	3,252,803	14.38%
	Salaries & Benefits	11,336,239	11,336,239	2,619,049	23.10%
	Operations	6,506,833	6,506,833	935,722	14.38%
	Capital Outlay	31,150	31,150	16,514	53.01%
	Transfers	4,747,507	4,747,507	1,476,517	31.10%
	Total General Fund Expenditures	22,621,729	22,621,729	5,047,802	22.31%
105	Street Department Revenues	4,465,855	4,465,855	193,450	4.33%
	Salaries & Benefits	1,014,059	1,014,059	222,970	21.99%
	Operations	1,395,243	1,395,243	229,892	16.48%
	Capital Outlay	0	0	0	0.00%
	Transfers	2,056,553	2,056,553	468,880	22.80%
	Total Street Fund Expenditures	4,465,855	4,465,855	921,743	20.64%
120	Recreation & Culture Revenues	3,881,145	3,881,145	764,873	19.71%
	Salaries & Benefits	2,361,049	2,361,049	417,431	17.68%
	Operations	1,403,971	1,403,971	234,269	16.69%
	Capital Outlay	0	0	0	0.00%
	Debt Service	0	0	0	0.00%
	Transfers	116,125	116,125	116,125	100.00%
	Total Parks & Rec Expenditures	3,881,145	3,881,145	767,825	19.78%
121	MSD Community Playfields Revenues	251,483	251,483	50,165	19.95%
	Salaries & Benefits	73,458	73,458	17,962	24.45%
	Operations	114,576	114,576	5,085	4.44%
	Transfers	63,449	63,449	21,879	34.48%
	Total MSD Community Playfields	251,483	251,483	44,926	17.86%
123	1912 Center Revenues	156,440	156,440	32,885	21.02%
	Operations	138,500	138,500	33,361	24.09%
	Capital Outlay	17,940	17,940	0	0.00%
	Total 1912 Center Expenditures	156,440	156,440	33,361	21.32%
128	Transit Center Revenues	43,050	43,050	26,796	62.24%
	Operations	43,050	43,050	6,145	14.27%
	Transfers	0	0	0	0.00%
	Total Transit Center Fund	43,050	43,050	6,145	14.27%
220	Water Fund Revenues	9,221,800	9,221,800	1,748,359	18.96%
	Salaries & Benefits	1,592,529	1,592,529	369,137	23.18%
	Operations	2,454,891	2,454,891	415,054	16.91%
	Capital Outlay	490,000	490,000	45,037	9.19%
	Debt Service	268,222	268,222	134,111	50.00%
	Transfers	4,416,158	4,416,158	1,284,722	29.09%
	Total Water Fund Expenditures	9,221,800	9,221,800	2,248,062	24.38%
230	Sewer Fund Revenues	10,253,082	10,253,082	2,408,922	23.49%
	Salaries & Benefits	1,559,157	1,559,157	385,829	24.75%
	Operations	2,569,045	2,569,045	496,510	19.33%
	Capital Outlay	160,000	160,000	47,800	29.88%
	Debt Service	401,500	401,500	3,617	0.90%
	Transfers	5,563,380	5,563,380	1,517,393	27.27%
	Total Sewer Fund Expenditures	10,253,082	10,253,082	2,451,149	23.91%

City of Moscow
QUARTERLY FINANCIAL REPORT
Budget For Fiscal Year Ending 9/30/2024
SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

					Percent of Year 25% Budget to Actual To Date
Fund	Original Budget	Final Budget	31-Dec-2023	December-23 YTD	
235 Stormwater Fund Revenues	1,237,166	1,237,166	336,975	336,975	27.24%
Salaries & Benefits	546,676	546,676	127,834	127,834	23.38%
Operations	364,784	364,784	23,572	23,572	6.46%
Capital Outlay	25,000	25,000	729	729	2.92%
Debt Service	0	0	0	0	0.00%
Transfers	300,706	300,706	121,627	121,627	40.45%
Total Stormwater Fund Expenditures	1,237,166	1,237,166	273,762	273,762	22.13%
240 Sanitation Fund Revenues	7,625,202	7,625,202	1,695,264	1,695,264	22.23%
Salaries & Benefits	243,715	243,715	61,289	61,289	25.15%
Operations	5,661,549	5,661,549	1,144,759	1,144,759	20.22%
Capital Outlay	0	0	0	0	0.00%
Transfers	1,719,938	1,719,938	285,897	285,897	16.62%
Total Sanitation Fund	7,625,202	7,625,202	1,491,945	1,491,945	19.57%
290 Fleet Management Revenues	5,369,512	5,369,512	1,492,749	1,492,749	27.80%
Salaries & Benefits	384,073	384,073	77,995	77,995	20.31%
Operations	4,611,439	4,611,439	122,777	122,777	2.66%
Capital Outlay	374,000	374,000	564,564	564,564	150.95%
Debt Service	0	0	0	0	0.00%
Transfers	0	0	74,830	74,830	0.00%
Total Fleet Management Expenditures	5,369,512	5,369,512	840,167	840,167	15.65%
295 Information Systems	6,143,215	6,143,215	520,547	520,547	8.47%
Salaries & Benefits	592,190	592,190	132,332	132,332	22.35%
Operations	3,199,452	3,199,452	272,042	272,042	8.50%
Capital Outlay	2,346,573	2,346,573	8,472	8,472	0.36%
Transfers	5,000	5,000	193,760	193,760	3875.20%
Total Information Systems Expenditures	6,143,215	6,143,215	606,606	606,606	9.87%
Revenue for Miscellaneous Funds					
320 Water Construction Fund	9,709,996	9,709,996	888,173	888,173	9.15%
330 Sewer Construction Fund	19,801,854	19,801,854	1,198,719	1,198,719	6.05%
335 Stormwater Capital Fund	308,939	308,939	174,096	174,096	56.35%
340 Sanitation Construcion Fund	8,048,986	8,048,986	282,463	282,463	3.51%
350 Capital Projects Fund	10,485,470	10,485,470	3,777,750	3,777,750	36.03%
355 LID Construction Fund	0	0	1	1	0.00%
380 Hamilton P & R	32,000	32,000	6,655	6,655	20.80%
590 Bond & Interest Debt Service Fund	1,054,750	1,054,750	54,495	54,495	5.17%
595 LID Bonded Debt Service Fund	35,611	35,611	0	0	0.00%
Total Miscellaneous Fund Revenue	49,477,606	49,477,606	6,382,352	6,382,352	12.90%
Expenses for Miscellaneous Funds					
320 Water Construction Fund	9,709,996	9,709,996	1,609,701	1,609,701	16.58%
330 Sewer Construction Fund	19,801,854	19,801,854	455,328	455,328	2.30%
335 Stormwater Capital Fund	308,939	308,939	9,632	9,632	3.12%
340 Sanitation Construcion Fund	8,048,986	8,048,986	0	0	0.00%
350 Capital Projects Fund	10,485,470	10,485,470	78,211	78,211	0.75%
355 LID Construction Fund	0	0	0	0	0.00%
380 Hamilton P & R	32,000	32,000	8,000	8,000	25.00%
590 Bond & Interest Debt Service Fund	1,054,750	1,054,750	500	500	0.05%
595 LID Bonded Debt Service Fund	35,611	35,611	0	0	0.00%
Total Miscellaneous Fund Expenses	49,477,606	49,477,606	2,161,371	2,161,371	4.37%
Total City Revenue (1)	120,747,285	120,747,285	18,906,140	18,906,140	15.66%
Total City Expenses	120,747,285	120,747,285	16,894,864	16,894,864	13.99%

Note: Citizens are invited to inspect the detailed supporting records of the above financial statements.

(1) Revenues do not include beginning fund balance as a resource available in this report

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, January 8, 2024



AGENDA ITEM TITLE

Winterfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Cody Riddle

RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Moscow Chamber of Commerce + Visitor Center is hosting its annual Moscow Winterfest on Saturday, February 3rd, from 12 pm to 4 pm on Main Street between 3rd and 6th Streets. The event is stylized as an 80s themed ski block party. The applicant anticipates nine licensed beer and/or wine vendors and ten non-alcoholic and/or food vendors. Similar to previous years, proposed activities include corn hole, snowball bullseye toss, snowman building contest, Simon Says with skis, oversized Yahtzee and Connect Four, lip-sync battle, and photo booth. Warming fires may be provided at the event at the determination of the Moscow Volunteer Fire Department. The event has been reviewed and approved as of December 5, 2023. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Moscow Winterfest is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Title 10, Chapter 1, Section 1-12 ; a draft resolution has been prepared for Council's consideration.

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

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

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 2024_Moscow Winterfest Resolution_final

RESOLUTION NO. 2024-

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

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

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

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

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

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

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

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

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

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

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

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

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING MOSCOW WINTERFEST 2024:

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 3rd day of February, 2024, from 12:00 p.m. to 4:00 p.m.

Liability, Insurance and Safety:

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

Vendor:

1. There shall be no more than nine (9) licensed vendors selling beer and/or wine at the Permitted Event.
2. All beer and/or wine shall be sold only by a licensed vendor.

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

Sales and Consumption:

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

6. All beer and/or wine shall be dispensed in and consumed from the designated Event container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for an alcoholic beverage.
7. Every occupant within The Entertainment District shall provide identification to law enforcement officers or City employees at any point in time or location when requested to do so.
8. No person under twenty-one (21) years of age shall be allowed to wear the designated wristband at any time during the Permitted Event.
9. A sign shall be prominently posted at or near the area designated for beer and/or wine sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.
10. Beer and/or wine shall be sold only within the designated area in The Entertainment District only between the hours of 12:00 p.m. and 4:00 p.m. local time on the 3rd day of February, 2024, during the Permitted Event.
11. Beer and/or wine shall be consumed only within The Entertainment District between the hours of 12:00 p.m. and 4:00 p.m. local time on the 3rd day of February, 2024, during the Permitted Event.
12. No person shall carry or consume any alcoholic beverage within The Entertainment District which is not purchased or dispensed from the licensed vendors at the Permitted Event. Consumption of alcohol outside of The Entertainment District, in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, shall be considered a violation of the City's open container ordinance.

Fee:

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

Failure To Comply:

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

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____
Andrew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

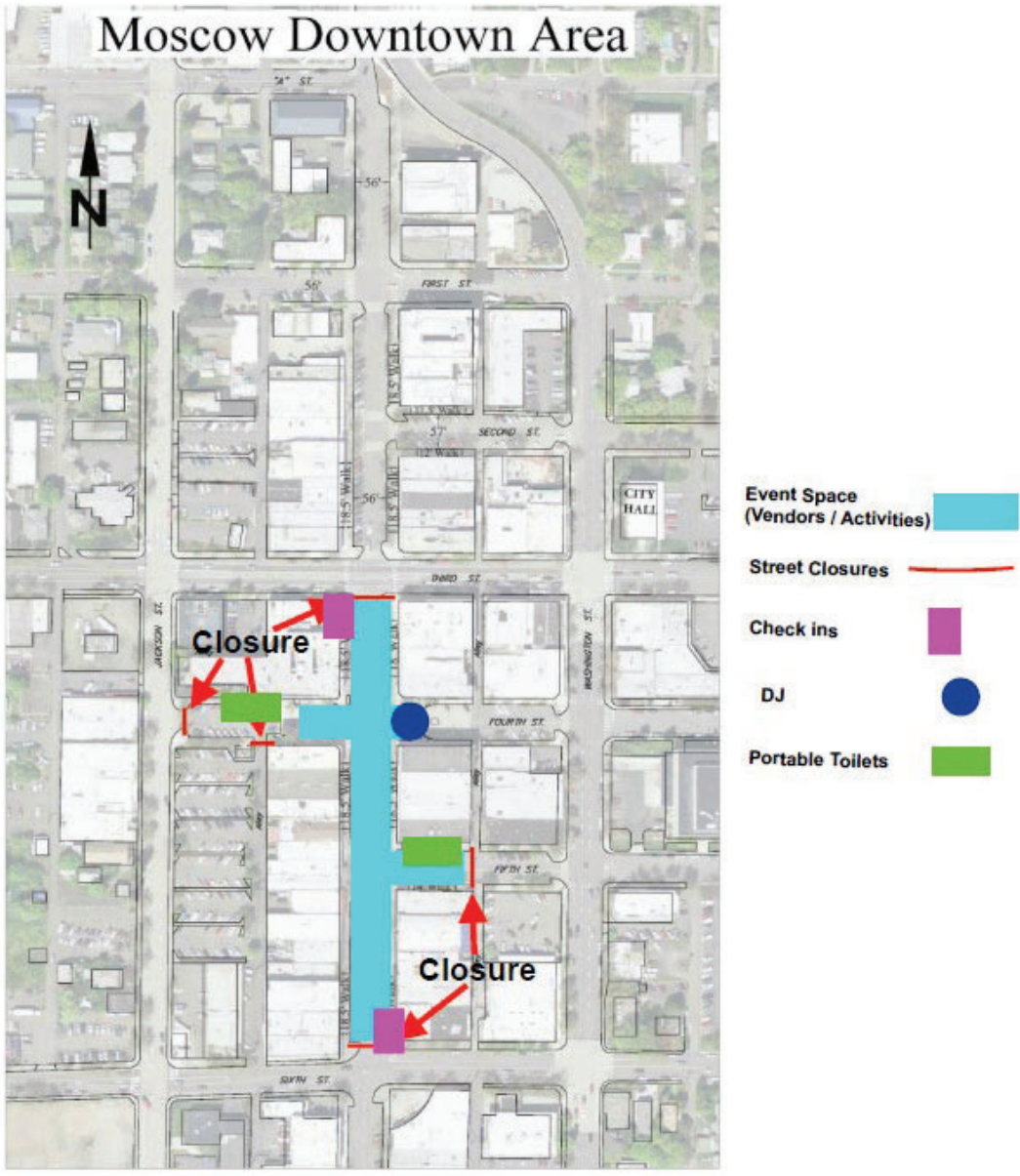
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this ____ day of _____, 2024.

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 _____, 2024 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

City of Moscow Community Events Division
EVENT APPLICATION



Attachment "B"

City of Moscow Community Events Division
EVENT APPLICATION



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

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

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

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

1. Name of Event: Moscow Winterfest
2. Event Date(s): February 3, 2024
3. Event Location: Moscow Main Street from 3rd - 6th, down 5th.

4. Are you requesting a street closure for Event? Yes ☒ No ☐

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

Main Street from 3rd to 6th. Down fifth to the alley way by the Moscow Food Co-op and Kenworthy.

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

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

No parking on main st unless they are vendor food trucks.

6. Street Closure set-up/Load-in time: 9:00 AM Event(s) Start time: 12:00 PM

7. Event(s) End time: 4:00 PM Street Closure take-down/Load-out time: 6:00 PM

8. Is this a recurring Event (i.e. every 1st Thurs. or every Sat. May thru Oct.)? Yes ☐ No ☒

9. Is this an annual Event? Yes ☒ No ☐

10. Are you planning on having refreshments and/or food? Yes ☒ No ☐

EVENT APPLICATION – LAST UPDATED NOVEMBER 13, 2023

Page 1 of 8

City of Moscow Community Events Division
EVENT APPLICATION



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

We plan to have extra trash bins in addition to the city bins, with volunteers maintaining them throughout the duration of the event. In addition, we'll have recycle bins from the recycle center.

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

Yes ☒ (continue to Q.12)

No ☐ (skip to Q.14)

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

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

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

Yes ☒ (continue to Q.13)

No ☐ (skip to item B.)

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

Yes ☒ (see item A.)

No ☐ (skip to item B.)

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

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

City of Moscow Community Events Division
EVENT APPLICATION



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

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

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

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

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

DJ with amplified sound

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

Up to 10 food and non-alcoholic vendors

Up to 9 alcohol vendors

Up to 8 Activity hosts

Up to 2,000 attendees

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

17. Do you plan on using any designated public facilities or infrastructure for the Event? Yes ☒ No ☐

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

City of Moscow Community Events Division
EVENT APPLICATION



Friendship square bathrooms, friendship square power outlets, city main st poweroutlets, friendship square.

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

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

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

20. Organization Sponsoring Event: **Moscow Chamber of Commerce + Visitor Center**

21. Organization Address: **411 S Main St, Moscow, ID 83843**

22. Organization Officers/Authorized Representatives: **Alys Lease, Samantha Martinet**

23. Individual Responsible for Event Organization: **Alys Lease**

24. Individual's Address: **411 S Main St, Moscow, ID 83843**

25. Individual's Day, Message, or Cell Phone Number: **208-301-3881**

26. Individual's E-mail: **staff@moscowchamber.com**

27. City reserves the right to alter your route if the City determines the proposed route will require significant City services and/or severely limit transit opportunities in high traffic areas. Applicant understands and agrees that the City is reserving that right? If answers no, application may be denied. Yes ☒ No ☐

28. **Submit a Site Map with this application.** Event Applications without a Site Map will not be processed. Details on a Site Map may include but are not limited to locations of desired street closures, walking routes, assembly points, start and finish points, locations of food and beverage vendors, stages, service areas, etc. A blank map of downtown Moscow is available on page 7.

29. **Residential Neighborhood Block Parties:** Provide Proof of Insurance (Requirement may be waived at Discretion of City)

30. **All other Event Types (except Public Assembly):** Provide Proof of Insurance (Required – Certificate of Insurance must include the City of Moscow as an Additional Insured and list \$500,000 as the minimum amount of general liability or \$1,000,000 if alcohol is included.)

City of Moscow Community Events Division
EVENT APPLICATION



HOLD HARMLESS AGREEMENT:

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

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

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

NAME: Alys Lease

DATE: 11/27/2023

EVENT SPONSOR ELECTRONIC SIGNATURE:

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

EVENT SPONSOR NON-ELECTRONIC SIGNATURE:

(Required only if printing and submitting in person)

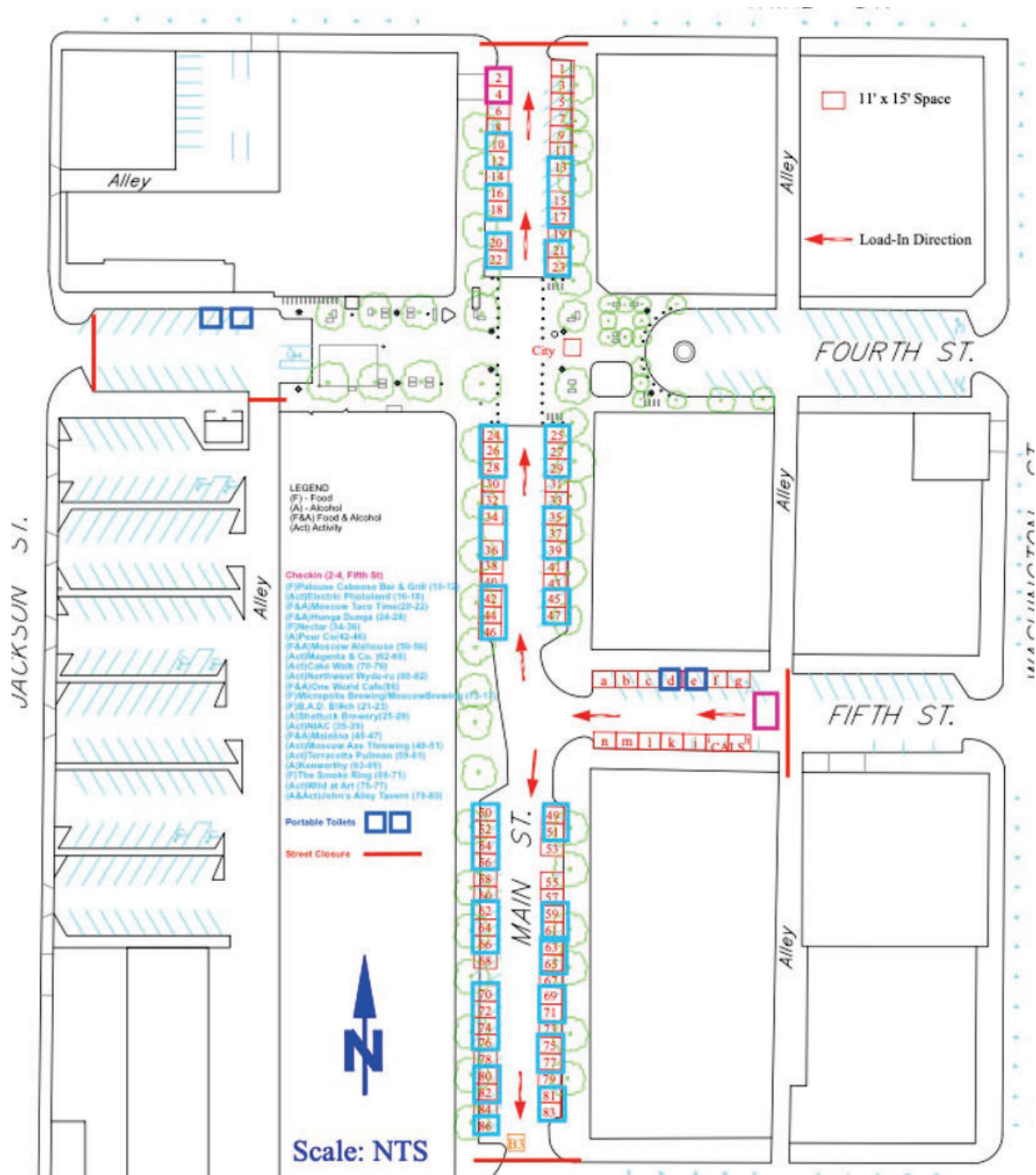
*The information on this form is Public Record and may be posted to a public website.
Moscow City Code Title 10, Chapter 17 is available from the City Clerk at PO Box 9203, Moscow, ID, 83843, or on the City's web page at <https://www.ci.moscow.id.us/393/City-Code>.*

FOR OFFICE USE ONLY

☐ Community Event without alcohol	☒ Community Event with alcohol	☐ Street Parade Event
☐ Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)	☐ Public Assembly – no fee (march, picket, rally, demonstration, etc.)	☐ Residential Neighborhood Block Party Event
Date App Rec'd: <u>11/28/2023</u>	Fees Due: _____	Fees Paid: _____

EVENT APPLICATION – LAST UPDATED NOVEMBER 13, 2023

Page 5 of 8



LEGEND

(F) - Food

(A) - Alcohol

(F&A) Food & Alcohol

(Act) Activity

Checkin (2-4, Fifth St)

(F)Palouse Caboose Bar & Grill (16-18)

(Act)Electric Photoland (16-18)

(F&A)Moscow Taco Time(20-22)

(F&A)Hunga Dunga (24-28)

(F)Nectar (34-36)

(A)Pour Co(42-46)

(F&A)Moscow Alehouse (50-56)

(Act)Magenta & Co. (62-66)

(Act)Cake Walk (70-76)

(Act)Northwest Wydo-ru (80-82)

(F&A)One World Cafe(86)

(F)Micropolis Brewing/MoscowBrewing (1

(F)B.A.D. Bitch (21-23)

(A)Shattuck Brewery(25-29)

(Act)NIAC (35-39)

(F&A)Maialina (45-47)

(Act)Moscow Axe Throwing (49-51)

(Act)Terracotta Pullman (59-61)

(A)Kernworthy (63-65)

(F)The Smoke Ring (69-71)

(Act)Wild at Art (75-77)

(A&Act)John's Alley Tavern (79-83)

Portable Toilets



Street Closure







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2023

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 Troy Insurance Agency Inc 1822 18th Ave P.O. Box 798 Lewiston ID 83501	CONTACT NAME: Amanda Nelson PHONE (A/C, No, Ext): (208) 743-3541 E-MAIL ADDRESS: amtroy@troyins.com FAX (A/C, No): (208) 743-3542
INSURED Moscow Chamber of Commerce 411 South Main St Moscow ID 83843	INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2024-2025 LIABILITY REVISION NUMBER:

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

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER	Y		NBP1563070	01/30/2024	01/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPO/OP AGG \$ Liquor Liability \$ 1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			NBP1563070	01/30/2024	01/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ Included in CGL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 0			CUP1567801	01/30/2024	01/30/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CITY OF MOSCOW IS LISTED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY REFERENCED ABOVE WHERE REQUIRED BY WRITTEN CONTRACT FOR THE FOLLOWING EVENTS:

MOSCOW WINTERFEST, FEBRUARY 2024
CAMP MOSCOWANNA, JUNE 2024
MOSCOWBERFEST, AUGUST 2024
ALL EVENTS TAKING PLACE IN THE CITY OF MOSCOW, IDAHO 83843.

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

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ACORD 25 (2016/03)

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NOISE EXEMPTION PERMIT REQUEST

Moscow City Code 10-11-2

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

Requested Event Date(s): February 3, 2024 Begin time: 12:00 PM End time: 4:00 PM

Event Location: Moscow Main St Entertainment District

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

Alcoholic Beverages Available ☐ No ☒ Yes - Purchaser: Multiple
(Marking this box does not mean your request will be denied)

(If hosted or catered, name of serving organization)

Live Band Performing ☒ No ☐ Yes - Group: _____

Describe the event: A 80' s Apres Ski block party on downtown main st.

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

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

Person responsible for Group or Organization: Alys Lease

Requesting Person's Address: 411 S Main St, Moscow, ID

Phone Number: 2083013881

Email Address: staff@moscowchamber.com

Daytime phone number is required

Permits will be returned by email unless otherwise requested

Responsible person available AT AND DURING this event: Alys Lease

Cell- or contact-phone during event: 2083013881

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

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

Requesting Person's Signature: _____

Date: 12.01.2023

☒ APPROVED

☐ DENIED

Date permit valid: 2/3/24

Hours permit valid: 12pm - 4pm

Noise level (dba) shall not exceed 85 dba at ☐ source at ☐ property line

Other Conditions: _____

Police Chief or Designee (208) 883-7054

Community Events Division Event Application Review					
2024 Moscow Winterfest		02/03/2024		12 pm - 4 pm	
Event Name			Date(s)/Time(s)		
DEPARTMENT/DIVISION DESIGNEE			EVENT(S) APPROVED/DENIED		
 James Fry (Dec 2, 2023 13:46 MST)					
Moscow Police Department					
Officer presence required? ☐ Yes ☒ No ☐ N/A			Officers available? ☐ Yes ☐ No ☒ N/A		
 Dan Ellinwood (Nov 29, 2023 11:27 PST)					
Moscow Volunteer Fire Department					
 David R. Schott (Nov 29, 2023 10:24 PST)					
Parks and Recreation Department					
 Kyle Rainer (Nov 29, 2023 13:51 PST)					
Community Development-Engineering Division					
 Steven Schulte (Nov 29, 2023 14:17 PST)					
Public Works-Environmental Services Division					
 Steven Schulte (Nov 29, 2023 14:17 PST)					
Public Works-Streets Department					
Street closure required? ☒ Yes ☐ No ☐ N/A			ITD permit required? ☐ Yes* ☒ No ☐ N/A		
*Application will remain pending until ITD grants applicant a permit					
Time of street closure? 9 am - 6 pm			Fees? \$154.00		
Start End			Daytime Nighttime		
 Laura Ferrigno (Dec 2, 2023 12:43 PST)					
City Clerk/Deputy City Clerk					

City of Moscow Community Events Division
ALCOHOL USE APPLICATION



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

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

Timeline for requesting Alcohol Use:

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

Event Name: Moscow Winterfest **Event Date(s):** February 3, 2024

Event Location: Downtown Moscow on Main St from 3rd-6th, and 5th.

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

Individual responsible per Event Application/Parks Reservation: Alys Lease

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.

 11.13.2023
Signature of individual responsible for Event **Date**

Date Received: 11/13/2023

Date non-refundable fee paid:



CITY OF MOSCOW

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

PERMIT NUMBER: CE2024-01

EVENT DATE: Saturday, February 3, 2024

EVENT TIME: 12 pm – 4 pm

THIS IS TO CERTIFY THAT
Moscow Winterfest
Alys Lease
411 S Main St.
Moscow, ID 83843

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

PERMIT TYPE: Community Event with Alcohol

PERMIT LOCATION: On Main St., from 3rd to 6th street, 5th St. to the alley, and the 1st bay of the Jackson St. parking lot.

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

ISSUED THIS _____ DAY OF _____, 2024

(SIGNATURE OF LICENSEE)

DATE

(SIGNATURE OF STAFF)

DATE

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, January 8, 2024



AGENDA ITEM TITLE

Proposed Lot Line Adjustment at 2216 S Main St (ACTION ITEM) – Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich, Planner I

ADDITIONAL PRESENTER(S)

DESCRIPTION

The applicants are requesting a lot line adjustment between three parcels located at 2216 S Main Street. Parcel one is currently 2.02 acres in size, parcel two is 0.74 acres, and parcel three is 4.65 acres. As a result of the lot line adjustment, parcel one would decrease in size to 1.29 acres, parcel two would increase to 2.57 acres, and parcel three would decrease to 3.55 acres. The applicant is requesting the lot line adjustment to allow for the sale of a portion of the property. Parcel one is currently vacant land, parcel two is comprised of two buildings which contain various commercial uses including an automotive repair business, and parcel three is vacant land. The subject properties are located within the Motor Business (MB) Zoning District where there is no minimum lot size or lot width requirements. Additionally, every lot shall abut a public street right-of-way for a minimum distance of 40 feet. All of the proposed lots meet this requirement.

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 with further direction.

STAFF RECOMMENDATION

Recommend approval of the lot line adjustment with no conditions.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Lot Line Adjustment Request Letter
2. Exhibit - Existing Parcel Configuration
3. Existing Parcels Legal Descriptions
4. Exhibit - Proposed Parcel Configuration
5. Proposed Parcels Legal Descriptions

December 11, 2023

Mayor Art Bettge
Moscow City Council Members
206 East Third Street
Moscow, ID 83843

Dear Mr. Mayor and City Council Members:

Please accept this letter as a formal request for a lot line adjustment for a parcel of Tatkinmah, LLC property which is currently pending final annexation on December 18, 2023. We are asking to adjust the boundaries, as shown on the overall annexation plan, to allow a sale of the portion shown on the survey to a new entity Fountains Industrial Park, LLC, Joel Cohen, Managing Member.

Surveys and legal descriptions are attached.

Respectfully submitted,

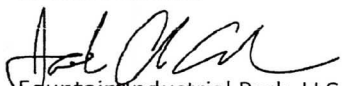
Tatkinmah, LLC


Steve Fountain, Executor

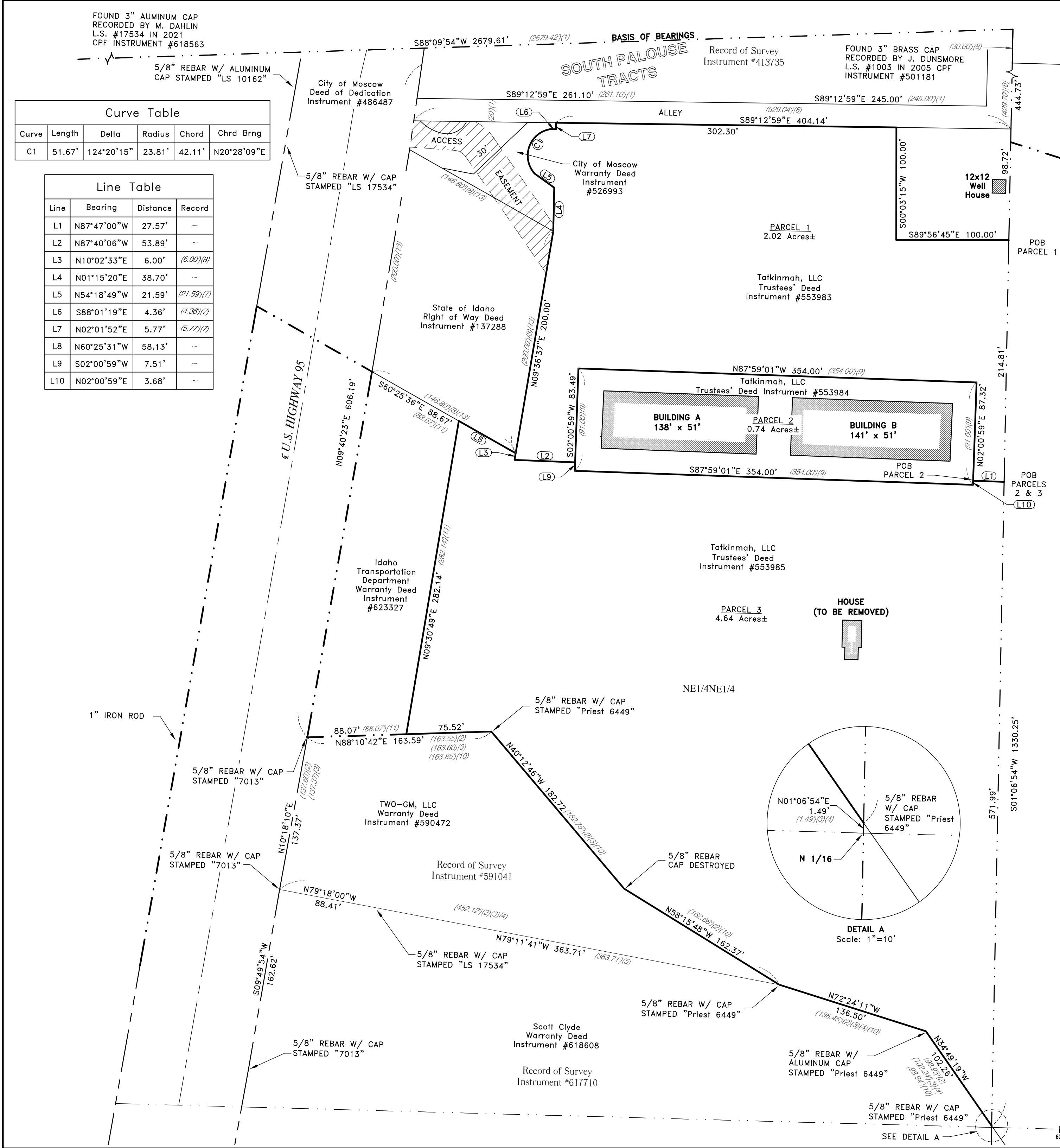

Ronald Fountain, Executor

Larson-Fountain Sky Ranch, LLC


Ronald Fountain


Fountains Industrial Park, LLC

Joel Cohen



FOUND 3" ALUMINUM CAP
RECORDED BY M. DAHLIN
L.S. #17534 IN 2021
CPF INSTRUMENT #618563

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	51.67'	124°20'15"	23.81'	42.11'	N20°28'09"E

Line Table			
Line	Bearing	Distance	Record
L1	N87°47'00"W	27.57'	~
L2	N87°40'06"W	53.89'	~
L3	N10°02'33"E	6.00'	(6.00)/(8)
L4	N01°15'20"E	38.70'	~
L5	N54°18'49"W	21.59'	(21.59)/(7)
L6	S88°01'19"E	4.36'	(4.36)/(7)
L7	N02°01'52"E	5.77'	(5.77)/(7)
L8	N60°25'31"W	58.13'	~
L9	S02°00'59"W	7.51'	~
L10	N02°00'59"E	3.68'	~

- ### Section 19, T39N, R5W, BM
- #### Survey References:
- Record of Survey, Instrument #413735, by L. Hodge, L.E./L.S. #3003.
 - Record of Survey, Instrument #487387, by R. Monson, L.S. #7013.
 - Record of Survey, Instrument #591041, by D. Priest, L.S. #6449.
 - Record of Survey, Instrument #592787, by D. Priest, L.S. #6449.
 - Record of Survey, Instrument #617710, by M. Dahlin, L.S. #17534.
 - Deed of Dedication, Instrument #486487, Fountain Living Trust to City of Moscow.
 - Warranty Deed, Instrument #526993, Fountain Living Trust to City of Moscow.
 - Trustees' Deed, Instrument #553983, Fountain Family Trust to Tatkinmah, LLC.
 - Trustees' Deed, Instrument #553984, Fountain Living Trust to Tatkinmah, LLC.
 - Trustees' Deed, Instrument #553985, Fountain Family Trust to Tatkinmah, LLC.
 - Warranty Deed, Instrument #623327, Tatkinmah, LLC and Larson-Fountain Sky Ranch, LLC to Idaho Transportation Department.
 - Highway Survey Federal Aid Project #18-A(2) Sheet 5, 1939.
 - Right of Way Deed, Instrument #137288, Renfrew to State of Idaho.
 - Quit Claim Deed, Instrument #137348, Swanson to State of Idaho.
 - City of Moscow Ordinance 2023-12, Page 8 of 11, Instrument #632430, City of Moscow Corporate Limits.

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 Steven Fountain in July 2023.

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 Northeast Corner of Section 19 and the found North Quarter Corner of Section 19, said bearing being S88°09'54"W.

Surveyor Narrative

- The purpose of this survey was to locate, monument and map the portions of the parcels described in Trustees' Deed, Instrument #553983, and Trustees' Deed, Instrument #553985, within Section 19, and create a new parcel, as shown hereon.
- The East line of the Northeast Quarter of the Northeast Quarter of Section 19 was located to establish the Basis of Bearings and primary boundary control. The parcels described in Trustees' Deed, Instrument #553983, and Trustees' Deed, Instrument #553985 were rotated to project basis and located accordingly.
- The monuments shown along U.S. 95 south of the parcel described in Warranty Deed, Instrument #623527 are being used to anchor the location of the highway boundary. Alignments to the north of these monuments were drawn according to record.

Legend

POB	Found Monument as Described
(100)	Found 5/8" Diameter Rebar
	Record Monument Not Found
	Calculated Position
	Point of Beginning
	Record Data - See Survey References
	Subject Parcel Boundary Line
	Lot Line
	Section Line
	Section Subdivision Line
	City of Moscow Incorporation Boundary
	Centerline
	Right-of-Way
	Survey Tie Line
	Easement

NO. _____

AT THE REQUEST OF:

DATE & HOUR:

_____ M.

JULIE FRY

LATAH COUNTY RECORDER

SCALE: 1"=60'

FEET

FEE \$ _____

BY _____

Record of Survey for:
Fountain Industrial Park
Moscow Idaho

Record of Survey for:
Fountain Industrial Park
Moscow Idaho

Record of Survey for:
Fountain Industrial Park
Moscow Idaho

Record of Survey for:
Fountain Industrial Park
Moscow Idaho

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Moscow Idaho

Record of Survey for:
Fountain Industrial Park
Moscow Idaho

Record of Survey for:
Fountain Industrial Park
Moscow Idaho

Drafted by:	BCB
Checked by:	MED
File Name:	626 BEFORE.dwg
Tab:	PAGE 1
Plot Style:	OCE.ctb
Project:	4626 07 2023
Date:	12/28/23

**Legal Description for Fountain Industrial Park (Tatkinmah, LLC) Parcels Prior to Lot Line Adjustments, December, 2023
by Hodge and Associates**

Three parcels of land located in the Northeast Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Latah County Idaho, described as follows:

Parcel 1

That portion of a parcel of land described in Trustees' Deed, Instrument #553983, Latah County Records, lying in the Northeast Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Latah County Idaho, described as follows:

Commencing at the Northeast Corner of said Section 19; thence along the east line of said Section 19, S01°06'54"W, 444.73 feet, to a point on the north line of said parcel, thence continuing along said east line, S01°06'54"W, 98.72 feet to the **Point of Beginning**:

Thence continuing along said east line, S01°06'54"W, 214.81 feet to a point on the north line of a parcel described in Trustees' Deed, Instrument #553985, Latah County Records;
Thence along said north line, N87°47'00"W, 27.57 feet, to a point on the east line of a parcel described in Trustees' Deed, Instrument #553984, Latah County Records;
Thence along said east line, N02°00'59"E, 87.32 feet to the northeast corner of said parcel;
Thence along the north line of said parcel, N87°59'01"W, 354.00 feet to the northwest corner of said parcel;
Thence along the west line of said parcel, S02°00'59"W, 83.49 feet to a point on the north line of the aforementioned parcel described in Trustees' Deed, Instrument #553985;
Thence along said north line the following two (2) courses:
N87°40'06"W, 53.89 feet;
Thence N10°02'33"E, 6.00 feet, to the southeast corner of a parcel described in Right of Way Deed, Instrument #137288, Latah County Records;
Thence along the east line of said parcel, N09°36'37"E, 200.00 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #526993, Latah County Records;
Thence along the east line of said parcel the following five (5) courses:
N01°15'20"E, 38.70 feet;
Thence N54°18'49"W, 21.59 feet;
Thence 51.67 feet along a tangent curve to the right, said curve having a
Delta = 124°20'15", Radius = 23.81 feet, Chord Distance = 42.11 feet, and
Chord Bearing = N20°28'09"E;
Thence S88°01'19"E, 4.36 feet;
Thence N02°01'52"E, 5.77 feet, to the northeast corner of said parcel;
Thence along the north line of the aforementioned parcel of land described in Trustees' Deed, Instrument #553983, S89°12'59"E, 302.30 feet;
Thence leaving said north line, S00°03'15"W, 100.00 feet to a point;
Thence S89°56'45"E, 100.00 feet, to the **Point of Beginning**.

SUBJECT TO a nonexclusive easement for ingress and egress, thirty (30) feet in width, over the existing roadway extending from U.S. Highway 95 across a portion of Sections 19 and 20, Township 39 North, Range 5 West.

Parcel contains 2.02 acres, more or less.

Parcel 2

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Latah County Idaho, and described in Trustees' Deed, Instrument #553984, more particularly described as follows:

Commencing at the Northeast Corner of said Section 19, thence along the east line of said Section 19 S01°06'54"W, 758.26 feet, to a point on the south line of a parcel described in Trustees' Deed, Instrument #553983, Latah County Records, thence along said south line, N87°47'00"W, 27.57 feet, to the **Point of Beginning**:

Thence continuing along said south line the following three (3) courses:

Along a line parallel to the east side of an existing building known as Building B of Fountain Industrial Park, N02°00'59"E, 87.32 feet;

Thence along a line parallel to the north side of the existing buildings known as Building A and said Building B of Fountain Industrial Park, N87°59'01"W, 354.00 feet;

Thence along a line parallel to the west side of said Building A, S02°00'59"W, 83.49 feet, to a point on the north line of a parcel described in Trustees' Deed, Instrument #553985, Latah County Records;

Thence continuing along said north line the following three courses:

Continuing along said line parallel to said Building A, S02°00'59"W, 7.51 feet;

Thence along a line parallel to the south side of said Buildings A and B, S87°59'01"E, 354.00 feet;

Thence along a line parallel to the east side of said Building B, N02°00'59"E, 3.68 feet, to the **Point of Beginning**.

Parcel contains two existing structures known as Building A and Building B of the Fountain Industrial Park.

Parcel contains 0.74 Acres, more or less.

Parcel 3

That portion of a parcel of land described in Trustees' Deed, Instrument #553985, Latah County Records, lying in the Northeast Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Latah County Idaho, described as follows:

Commencing at the Northeast Corner of said Section 19; thence, S01°06'54"W, 758.26 feet, to a point on the south line of a parcel described in Trustees' Deed, Instrument #553983, Latah County Records, and the **Point of Beginning**:

Thence along the east line of said Section 19, S01°06'54"W, 571.99 feet, to a point on the north line of a parcel described in Warranty Deed, Instrument #618608, Latah County Records;

Thence continuing along said north line the following two (2) courses:

N34°49'19"W, 102.26 feet;

Thence N72°24'11"W, 136.50 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #590472, Latah County Records;

Thence along the north line of said parcel the following three (3) courses:

N58°15'48"W, 162.37;

Thence N40°12'46"W, 182.72 feet;

Thence S88°10'42"W, 75.52 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #623327;

Thence along the east line of said parcel, N09°30'49"E, 282.14 feet, to a point on the south line of a parcel described in Right-of-Way Deed, Instrument #137288, Latah County Records;

Thence along said south line, S60°25'31"E, 58.13 feet, to a point on the west line of a parcel described in Trustees' Deed, Instrument #553983, Latah County Records;

Thence along said west line, S10°02'33"W, 6.00 feet, to the southeast corner of said parcel;

Thence along the south line of said parcel, S87°40'06"E, 53.89 feet, to a point on the west line of a parcel described in Trustees' Deed, Instrument #553984;

Thence along said west line, said line being parallel to the west side of an existing building known as Building A of Fountain Industrial Park, S02°00'59"W, 7.51 feet;

Thence along the south line of said parcel, said line being parallel to the south side of said Building A, and an existing building known as Building B of Fountain Industrial Park, S87°59'01"E, 354.00 feet

Thence along the east line of said parcel, said line being parallel to said Building B, N02°00'59"E, 3.68 feet;

Thence along the south line of the aforementioned parcel described in Trustees' Deed, Instrument #553983, S87°47'00"E, 27.57 feet, to the **Point of Beginning**.

Parcel contains 4.64 acres, more or less.

Legal Description for Fountain Industrial Park (Tatkinmah, LLC) Parcels After Lot Line Adjustments, December, 2023 by Hodge and Associates

Three parcels of land located in the Northeast Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Latah County Idaho, described as follows:

Parcel 1

That portion of a parcel of land described in Trustees' Deed, Instrument #553983, Latah County Records, lying in the Northeast Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Latah County Idaho, described as follows:

Commencing at the Northeast Corner of said Section 19; thence along the east line of said Section 19, S01°06'54"W, 444.73 feet, to a point on the north line of said parcel, thence continuing along said east line, S01°06'54"W, 98.72 feet to the **Point of Beginning**:

Thence continuing along said east line, S01°06'54"W, 214.81 feet, to a point on the north line of a parcel described in Trustees' Deed, Instrument #553985, Latah County Records;

Thence along said north line, N87°47'00"W, 22.33 feet, to a point;

Thence N00°00'00"E, 145.80 feet to a point;

Thence N86°21'39"W, 316.70 feet to a point;

Thence N37°31'27"W, 101.27 feet, to a point on the east line of a parcel described in Warranty Deed, Instrument #526993, Latah County Records;

Thence along said east line the following five (5) courses:

N01°15'20"E, 14.25 feet;

Thence N54°18'49"W, 21.59 feet;

Thence 51.67 feet along a tangent curve to the right, said curve having a
Delta = 124°20'15", Radius = 23.81 feet, Chord Distance = 42.11 feet, and
Chord Bearing = N20°28'09"E;

Thence S88°01'19"E, 4.36 feet;

Thence N02°01'52"E, 5.77 feet, to the northeast corner of said parcel;

Thence along the north line of the aforementioned parcel of land described in Trustees' Deed, Instrument #553983, S89°12'59"E, 302.30 feet;

Thence leaving said north line, S00°03'15"W, 100.00 feet to a point;

Thence S89°56'45"E, 100.00 feet, to the **Point of Beginning**.

SUBJECT TO a nonexclusive easement for ingress and egress, thirty (30) feet in width, over the existing roadway extending from U.S. Highway 95 across a portion of Sections 19 and 20, Township 39 North, Range 5 West.

Parcel contains 1.28 acres, more or less.

Parcel 2

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Latah County Idaho, described as follows:

Commencing at the Northeast Corner of said Section 19; thence, S01°06'54"W, 916.25 feet, to a point on the east line of said Northeast Quarter, thence leaving said east line, N90°00'00"W, 19.24 feet, to the **Point of Beginning**:

Thence N90°00'00"W, 211.75 feet, to a point;
Thence N45°10'28"W, 250.45 feet, to a point on the north line of a parcel described in Trustees' Deed, Instrument #553985, Latah County Records;
Thence continuing N45°10'28"W, 28.30 feet, to a point on the east line of a parcel described in Right-of-Way Deed, Instrument #137288, Latah County Records;
Thence along said east line, N09°36'37"E, 186.72 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #526993, Latah County Records;
Thence along the east line of said parcel, N01°15'20"E, 24.45 feet, to a point;
Thence leaving said west line, S37°31'27"E, 101.27 feet, to a point;
Thence S86°21'39"E, 316.70 feet, to a point;
Thence S00°00'00"E, 304.63 feet, to the **Point of Beginning**.

Parcel contains two existing structures known as Building A and Building B of the Fountain Industrial Park.

Parcel contains 2.57 Acres, more or less.

SUBJECT TO, a nonexclusive easement for ingress and egress, running along the north, west, and east sides of the above described parcel, described as follows:

Commencing at the Northeast Corner of said Section 19; thence, S01°06'54"W, 916.25 feet, to a point on the east line of said Northeast Quarter, thence leaving said east line, N90°00'00"W, 19.24 feet, to the **Point of Beginning**:

Thence along the south line of said parcel, N90°00'00"W, 20.00 feet;
Thence along a line 20.00 feet from, and parallel to, the east line of said tract, N00°00'00"W, 227.44 feet;
Thence along the north side of Buildings A and B, N87°54'59"W, 313.59 feet, to the northwest corner of Building A;
Thence along the west side of Building A, S02°36'16"W, 58.96 feet to a point 40.00 feet perpendicular from the southwesterly line of said parcel;
Thence along a line parallel to, and 40.00 feet from, said southwesterly line, S45°10'28"E, 255.26 feet, to a point on the south line of the said parcel;
Thence along the said south line, N90°00'00"W, 56.74 feet, to a corner of said parcel;
Thence N45°10'28"W, 250.45 feet, to a point on the north line of a parcel described in Trustees' Deed, Instrument #553985, Latah County Records;

Thence continuing N45°10'28"W, 28.30 feet, to a point on the east line of a parcel described in Right-of-Way Deed, Instrument #137288, Latah County Records;
Thence along said east line, N09°36'37"E, 186.72 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #526993, Latah County Records;
Thence along the east line of said parcel, N01°15'20"E, 24.45 feet, to a point;
Thence leaving said west line, S37°31'27"E, 101.27 feet, to a corner of said tract;
Thence S37°31'27"E, 47.32 feet, to a point 50 feet perpendicular from the north side of Building A;
Thence along a line 50 feet from and parallel to the alignment of Buildings A and B, S87°54'59"E, 287.44 feet, to the east line of said parcel;
Thence along said east line, S00°00'00"W, 276.75 feet, to the **Point of Beginning**.

Easement contains 44,800 square feet, more or less.

TOGETHER WITH a nonexclusive easement for ingress and egress, 30.00 feet in width, as described in Quitclaim Deed, Instrument #442248, Latah County Records.

Parcel 3

A portion of a parcel of land described in Trustees' Deed, Instrument #553985, Latah County Records, more particularly described as follows:

Commencing at the Northeast Corner of said Section 19; thence, S01°06'54"W, 758.26 feet, to a point on the south line of a parcel described in Trustees' Deed, Instrument #553983, Latah County Records, and the **Point of Beginning**:

Thence along the east line of said Section 19, S01°06'54"W, 571.99 feet, to a point on the north line of a parcel described in Warranty Deed, Instrument #618608, Latah County Records;
Thence continuing along said north line the following two (2) courses:
N34°49'19"W, 102.26 feet;
Thence N72°24'11"W, 136.50 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #590472, Latah County Records;
Thence along the north line of said parcel the following three (3) courses:
N58°15'48"W, 162.37;
Thence N40°12'46"W, 182.72 feet;
Thence S88°10'42"W, 75.52 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #623327, Latah County Records;
Thence along the east line of said parcel, N09°30'49"E, 282.14 feet, to a point on the south line of a parcel described in Right-of-Way Deed, Instrument #137288, Latah County Records;
Thence along said south line, S60°25'31"E, 58.13 feet, to the southeast corner of said parcel;
Thence along the east line of said parcel, N09°36'37"E, 13.28 feet;
Thence leaving said east line, S45°10'28"E, 278.75 feet, to a point;
Thence S90°00'00"E, 211.75 feet, to a point;
Thence N00°00'00"W, 158.83 feet, to a point on the south line of the aforementioned parcel

described in Trustees' Deed, Instrument #553983;
Thence along said south line, S87°47'00"E, 22.33 feet, to the **Point of Beginning**.

Parcel contains 3.55 acres, more or less.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, January 8, 2024



AGENDA ITEM TITLE

Selective Traffic Enforcement Program – Grant Application (ACTION ITEM) - Alisa Anderson / Eric Warner

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The national program called Selective Traffic Enforcement Program (STEP) sponsored by the Idaho Transportation Department (ITD), Office of Highway Safety (OHS) is accepting funding proposals from local law enforcement departments. The Moscow Police Department (MPD) has participated in this program since October 2021, receiving four prior awards. The program addresses traffic crashes resulting in fatal and serious injuries. Using problem identification, the agencies focus on issues addressing specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions. The STEP grant reimburses for law enforcement officer's time dedicated to traffic enforcement to include problem identification, a project plan including objectives, performance measures and safety focused targets. The MPD employs a dedicated traffic enforcement officer; however, the department has formed a "Traffic Enforcement Team" to fulfill the grant requirements for this program. The next grant program period is from October 1, 2024, to September 30, 2025. The funding will reimburse for wages and fringe benefits for approximately 2,080 regular patrol officer wages, and/or overtime, travel, contractual services, training, equipment and consumables. Patrol officer wages can also include hours spent providing public education, distribution of educational materials, and outreach efforts to create a general deterrence toward crash-causing behavior. The MPD is requesting \$121,000 grant funding with an in-kind match of \$30,250 which can include mileage, hard costs, and overtime (not included in other grant programs) allocated to traffic patrols to address program specific safety goals. This funding request is due January 31, 2024.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval for the Moscow Police Department to apply for the Selective Traffic Enforcement Program requesting grant funding assistance of \$121,000 for FY2025, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval for the Moscow Police Department to apply for the Selective Traffic Enforcement Program requesting grant funding assistance of \$121,000 for FY2025.

OTHER RESOURCES

N/A

FISCAL IMPACT

The match requirement is 25% of the total amount awarded and to include in-kind salaries of officers working on the project, mileage, training, and office supplies.

PERSONNEL IMPACT

Police Department, Grants Division, Finance Department

ATTACHMENTS

1. STEP Program



Idaho's Selective Traffic Enforcement Program STEP

The selective traffic safety enforcement program (STEP) combats traffic crashes resulting in fatal and serious injuries. Using problem identification, the agencies focus on the traffic safety issues. The focused efforts include impaired driving, aggressive driving, seat belt use and distracted driving. The Idaho STEP program is a yearlong grant program. The grants are awarded on an annual basis.

STEP grants reimburse law enforcement for time dedicated to traffic enforcement. Officer(s) that work the STEP grant must track all performance.

STEP programs include:

- A problem identification
- A project plan including objectives, performance measures and targets.
- A budget

Eligibility: All agencies are eligible for a yearlong STEP grant with a clearly identified problem. The grant is a reimbursement grant. Grant submission takes place in January/February each year for application of the subsequent year's grant. The grant period is October 1 through September 30 each year.

Budget: A complete budget is to be submitted with the application.

- **Reimbursable Hours:** The agency may apply for up to 2080 hours of regular time for enforcement, Public Information and Education (PI&E) and training. In addition, the agency may apply for up to 200 hours of overtime. One officer or a combination of officers may work the regular dedicated hours and overtime. Reimbursable time includes up to 30% benefit for regular hours and 24% for overtime hours. An agency will not be reimbursed for any vacation, sick, or comp time by an officer or employee through this grant.
- **Equipment:** The agency may be eligible to purchase equipment that supports the STEP grant program. Allowable equipment includes speed and BAC detection equipment.
- **Public Information and Education (PI&E):** The grant may also reimburse for time spent providing PI & E, which includes the distribution of PI&E materials through the program. Salaries being claimed for PI&E activities must be included in the budget.
- **Education and Training:** The grant may reimburse for education and training to support the STEP program.
- **Match:** The STEP grant requires a 25% match on the total reimbursed amount. Examples of match include mileage (calculated at \$.575/mi), benefits, PI&E hours or dedicated enforcement hours not reimbursed by the grant.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, January 8, 2024



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Megan Cherry, Arts Program Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Public Programs in the Arts (PPA) grant program is intended to provide general operating support for arts organizations in Idaho. These funds will represent off-setting revenue in the production of Artwalk. If the application is successful, funds are typically available at the end of the City of Moscow's FY24, and would be deferred for use in FY25.

REVIEWED BY

Grants Manager, Deputy City Supervisor, City Supervisor

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

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

OTHER RESOURCES

FISCAL IMPACT

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

PERSONNEL IMPACT

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

ATTACHMENTS

1. 2025_ICA_PPA_Grant Program Description
2. 2025_ICA_PPA_Grant Application_BLANK

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

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

(cycle repeats)

Evaluation Criteria

Artistic Merit (40 points)

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

Community Involvement and Access (40 points)

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

Management (20 points)

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

[Application](#)

Application: 08621 - City of Moscow Arts Department

Program Area: Entry Track / PPA

Opportunities: 08595 - Public Programs in the Arts - FY 2025

Application Deadline: 01/31/2024 11:59 PM

Instructions

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

General Information

[Go to Application Forms](#)

System ID: 08621

Project Title: City of Moscow Arts Department

Primary Contact: Megan Cherry

Additional Contacts: Megan Cherry

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

Organization: City of Moscow, Art Department

Last Edited By: Megan Cherry, 12/05/2023

Application

Application: 08621 - City of Moscow Arts Department

Program Area: Entry Track / PPA

Opportunities: 08595 - Public Programs in the Arts - FY 2025

Application Deadline: 01/31/2024 11:59 PM

Instructions

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

Eligibility

[Mark as Complete](#) | [Go to Application Forms](#)

Verify your eligibility to apply.

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

We employ paid administrative staff*

Summary

Our programs primarily involve:*

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

Budget

Enter the most recently completed fiscal year (actual)

Annual Operating Revenue \$0.00

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

Last Edited By:

Application

Application: 08621 - City of Moscow Arts Department

Program Area: Entry Track / PPA

Opportunities: 08595 - Public Programs in the Arts - FY 2025

Application Deadline: 01/31/2024 11:59 PM

Instructions

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

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

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

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

Unique Entity Identifier

UEI*

[Return to Top](#)

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, January 8, 2024



AGENDA ITEM TITLE

Jackson & A Mural RFQ (ACTION ITEM) - Megan Cherry

RESPONSIBLE STAFF

Megan Cherry, Arts Program Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

Following the removal of the damaged mural at the City of Moscow building located at the corner of Jackson and A Streets in May 2023, the Moscow Arts Commission discussed and voted to recommend replacement of the public artwork. Arts staff conducted budget research by analyzing factors such as the cost per square foot and project scope in 13 calls for mural artwork posted between 2022 - 2023 in the United States. The \$31,850 project budget, funded by insurance coverage following the loss of the previous mural, will accommodate \$3850 to be paid to a painting contractor to complete site prep, priming, and anti-graffiti clear coat; \$1000 honoraria for up to three design finalists; and an artwork commission honorarium of \$25,000. The project is now set to move into the submission phase upon approval of the RFQ and artist agreements by City Council. At present, the project is slated for an initial submission period from February - March 2024, with the goal of completing installation at the end of September 2024.

REVIEWED BY

Deputy City Supervisor, City Attorney, Moscow Arts Commission

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the RFQ and agreements, amend RFQ and agreements, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the mural RFQ and artist agreements.

OTHER RESOURCES

FISCAL IMPACT

The \$31,850 project budget, funded by insurance coverage following the loss of the previous mural, will accommodate \$3850 to be paid to a painting contractor to complete site prep, priming, and anti-graffiti clear coat; \$1000 honoraria for up to three design finalists; and an artwork commission honorarium of \$25,000.

PERSONNEL IMPACT

Managing this project will represent a significant investment of staff time, though recent adjustments to the scope of Arts programming for 2024 are likely to mitigate the impact.

ATTACHMENTS

1. 2024_Mural at Jackson & A_RFQ with Site Details_final
2. 2024_Artist TBD_Design Contract_final
3. 2024_Artist TBD_Artwork Commission_final



Mural at Jackson & A

Moscow, ID

Project Description

The City of Moscow and the Moscow Arts Commission (“MAC”) invite artists and artist teams to submit qualifications for a mural to be installed on the City of Moscow building located at Jackson & A Streets. The community of Moscow rises up from the fertile ground of the Palouse, where water, seeds, and soil create a playful dance of transformation. Joining in this growth are the intertwining stories of students and life-long residents. Rooted in Moscow, these stories are a celebration of potential, of opening and stretching toward the sunlight. The mural at the building at Jackson & A will reflect the spirit of play, celebration, and transformation at the core of the Moscow community.

Budget

The artist honorarium for the mural installation is not to exceed \$25,000. Included in this budget are the artist’s fee, insurance, travel, fabrication, engineering, materials, installation, documentation, and all other costs accrued by the artist specific to this project. The artist honorarium does not include costs associated with surface preparation, priming, and the application of an anti-graffiti coating after the mural installation. These processes will be completed and paid by the City of Moscow.

Eligibility

Artists eighteen (18) years-of-age and older from the United States are eligible for this project. Preference may be given to artists who live in Latah County, Nez Perce County, Asotin County, Whitman County, or those who are Nez Perce or Coeur d’Alene tribal members. Artists are eligible regardless of race, color, religion, national origin, gender, marital or familial status, physical or mental disability, sexual orientation, and gender expression or identity. Artist teams are eligible to apply, including teams of artists from multiple disciplines. Selection panelists and their immediate family members are not eligible for participation. No artist sitting on a Selection Panel may submit a proposal for the project for which the Selection Panel was formed.

Artwork Design Parameters

The mural area wraps around the northwest corner of the building, including a 14’ x 30’ section on the north-facing wall and a 15’ x 56’ section on the west-facing wall. The mural is anticipated to last between 5-8 years, so paint materials used to complete this project must be professional, exterior-grade, water-based coatings designed for exposure to year-round exterior conditions. This site cannot accommodate murals on panels, kinetic or sculptural works, or any artwork that requires power or water. This mural site is near a busy intersection; as such, the site is not compatible with highly-reflective materials.

Important Dates (subject to change)

February – March 2024	RFQ Submission Period
May 2024	Finalists create site-specific proposals for Selection Panel review
July 2024	Selected Artist Announcement
September 30, 2024	Installation Deadline

Submission and Selection

Round #1 of the selection process welcomes the submission of artist qualifications and examples of past work. These materials will be evaluated by the Selection Panel, which will then recommend three finalists to create site-specific proposals. Each of the finalists will be required to enter into an



Mural at Jackson & A

Moscow, ID

agreement for creating the site-specific design and will receive a \$1000 honorarium which is anticipated will be used towards travel expenses, food, design fees, lodging, and any and all expenses related to the creation of artists proposal and presentation. No site-specific designs will be reviewed or considered in Round #1 of the submission process.

Round #2 will consider the merits of finalist proposals. The Selection Panel will make a recommendation to the MAC, which will recommend an artist/artist team and design to City Council. Upon approval by City Council, all finalists will be notified of the decision and the selected artist will complete a contract with the City for the completion of the mural.

Round #1 Submission Requirements & Selection Criteria

- 1. Letter of Interest**
- 2. Resume**
- 3. Work Samples**
Include up to 6 photographs of no fewer than 2 projects of a similar or larger scale.
- 4. Round #1 Selection Criteria**
Artist Qualifications
 - a. The artist's letter articulates interest in pursuing this project as well as describing its relevance to their artistic practice.
 - b. The artist's letter of interest reveals an understanding of and connection to the public art site and project description.
 - c. The artist's resume reveals a record of practice in the art field, including public art commissions.
 - d. The applicant submits photographs of at least 2 completed public art projects of similar or larger scale.
 - e. The artist's past work reveals aesthetic, conceptual, and technical expertise.

Round #2 Submission Requirements & Selection Criteria

- 1. Site-specific Design**
Include up to five renderings of the proposed site-specific design, preferably overlaid on photographs of the site and shown at the proposed scale.
- 2. Artist Statement**
Describe connections between the design and the project description, site, and Moscow community as well as contextualizing the project within the artist's larger body of work.
- 3. Professional References**
Provide a minimum of two and no more than three professional references who can address the artist's level of professionalism, effectiveness at communication, previous success with the execution of mural projects, ability to meet deadlines and stay on budget.
- 4. Presentation**
Present the proposed site-specific design to the Selection Panel either in person or via virtual conference.
- 5. Round #2 Selection Criteria**
Artist Qualifications
 - a. The artist provides a minimum of two references who confirm the artist's professionalism in communication and previous success in the execution of mural projects.
 - b. The artist references confirm the artist's ability to meet deadlines and the ability to stay on budget.

Conceptual Quality and Originality



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- a. The proposed design is original to the presenting artist.
- b. The design is unique (i.e. edition of one), rather than a mass-produced item or image.
- c. The artist articulates the connections between the proposed design and the project description as well as the project site and the Moscow community.

Form

- a. The proposed design reveals mastery of formal craftsmanship.
- b. The scale of the proposed design is appropriate to the site.
- c. The colors used, if any, are chosen with an awareness of local educational institutions as well as their athletic rivals.
- d. The proposal aligns with the project's design parameters and does not present a hazard to public safety.

Content and Context

- a. The content of the proposed design aligns with the project description.
- b. The content of the proposed design is relevant to the City of Moscow's values, culture, and people.
- c. The proposed design reflects the architectural, historical, geographical, geological, and/or socio-cultural context of the site.
- d. The proposed design serves to activate or enhance the intended location.
- e. The proposed design has the potential to expand the formal and conceptual range of the Public Art collection.
- f. The artwork's subject matter and content is appropriate for public exhibition and does not contain advertising, religious references, obscenity, sexual content, violence, negative imagery, or convey political partisanship.

Selection Panel

The Arts Manager will coordinate recommendation of selection panelists with the Mayor and Council. MAC will consider the guidelines hereinbelow, requests by individuals, and staff recommendations. Selection Panel members shall serve at the appointment of the Mayor.

Selection Panels will be comprised of at least the following:

1. Voting members:
 - a. Participating department representative or designee (1)
 - b. Moscow Council member or designee (1)
 - c. MAC members (2)
 - d. Community representative, preferably from project impact area (1)
 - e. Artist not involved with the public art project (1)
2. Non-voting members:



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- a. Arts Manager (Selection Panel facilitator)
- b. Project architect, landscape architect, interior designer, or engineer
- c. City staff members acting in a technical advisory capacity

Length of term. Each Selection Panel member serves through the completion of one (1) public art project.

No artist sitting on a Selection Panel may submit a proposal for the project for which the Selection Panel was formed. MAC members shall declare a conflict of interest if a project comes before the Selection Panel from which they or a member of their household or business could financially benefit. MAC members shall also declare a conflict of interest if a person with whom they share a household or whom they professionally represent has a matter to be considered by the Selection Panel. Such person shall recuse themselves from any participation in any process for the project the Selection Panel is considering. No member of the project's architect or landscape architect, interior designer, or engineering firm may apply for a public art project being designed by that firm.

Selection Panel Procedures and Responsibilities

1. Moscow Arts Manager will hold an orientation for the Selection Panel. The orientation may include a presentation of works currently in the public art collection, review of program guidelines, orientation to the specific project; and/or a review of any goals already established by the participating department and the Moscow Arts Manager and MAC.
2. Review all submissions pertaining to the public art project using the published criteria.
3. Approve all recommendations by a majority vote of the full Selection Panel.
4. The Selection Panel will make recommendations on finalists and their work to the Arts Manager. MAC members on the Selection Panel will report the Panel's recommendation to the Commission during a regular meeting, after which the MAC will vote to recommend an action on the project to City Council.
5. The Arts Manager will generate a project report to present to the Mayor and Council for final approval.
6. The City reserves the option of making no recommendation from submitted applications and may require reopening of the request for qualifications or may propose other methods of selection, if no proposal is accepted.
7. The Selection Panel must always adhere to the requirements of Moscow City Code Title 5, Chapter 18 and the Public Art Guidelines adopted by City Council.

About Moscow, ID

Moscow is settled on the rolling hills of the Palouse, a rich landscape long inhabited by the Nimiipuu (Nez Perce) people indigenous to the region. Nez Perce culture remains an important presence on the Palouse, both on tribal lands and in relationship with public and private entities around the region. The Nimiipuu tribe's educational and cultural outreach includes partnerships with the University of Idaho and displays of tribal artifacts at the City of Moscow's Third Street Gallery and the Clearwater River Casino's Cultural Walk.

The City of Moscow was incorporated on July 12, 1887, and its modern history is rooted in agriculture; the surrounding region produces top-quality wheat and pulses. The presence of farming in the community goes far beyond commerce, however, as grain silos and other architectural features announce agricultural endeavor as part of the community's aesthetic identity.

Moscow is home to the University of Idaho, a land grant institution established in 1889. School spirit influences the atmosphere of the city, imbuing it with the balance of gravitas and celebration that



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characterizes educational experience. University arts programs like the Lionel Hampton Jazz Festival and the Prichard Art Gallery have greatly contributed to Moscow's identity as a cultural center, and the City of Moscow Arts Department is proud to partner with these and other community arts groups to foster artistic excellence.

Moscow is rich not only in visual and performing arts events, but also in recreational and culinary opportunities. Residents and visitors alike enjoy the Palouse landscape at recreational features like Moscow Mountain and the Bill Chipman Palouse Trail, followed by tastes of the region at area restaurants, wineries, and breweries.

A balance of educational, industrial, recreational, and agricultural endeavors defines the region, so the City of Moscow Arts Department works to meet multifaceted needs. The public art program aims to reflect the diversity of Moscow by fostering the relationship between different cultural forces in the community. Whether part of the University, business community, or the agricultural tradition, the City of Moscow Arts Department partners value the arts as a way to drive economic development and civic identity.

The City of Moscow Arts Department's mission is to enrich the community by celebrating and cultivating the expressions of all forms of art and culture. It has fostered artistic excellence and public access to the arts in the city for many years. The program's focus areas are fourfold: curation of community exhibition space at the Third Street Gallery inside City Hall, arts events and programming, arts and culture education, and a comprehensive public art program.

Guided by a Public Art Master Plan adopted in 2015, the public art collection is ever-expanding, with artistic direction crafted in collaboration between city staff and the Moscow Arts Commission, a passionate group of volunteer arts advocates. The collection is comprised of both temporary and permanent features, each of which are pictured on the City of Moscow website. Temporary artworks include vinyl-wrapped utility boxes and bus shelters as well as a sculpture garden featuring artworks on loan to the City. Artworks in the permanent collection range from mosaic murals and sculptures-in-the-round to framed pieces in the Portable Collection. Each new piece in the permanent collection joins others by celebrated regional artists including Harold Balazs, David Govedare, Miles Pepper, Robert Horner, Melissa Cole, J. Casey Doyle, Jennifer Corio and Dave Frei. Moscow is a community rich with diversity of thought, inhabited by minds open to possibility and creative interpretation. As such, the public art program not only celebrates the artist as a professional and valued business partner, but also welcomes a broad range of appearances, media, and art-making processes into its collection.

Mural at Jackson & A

Moscow, ID

Site Details

City of Moscow Building at Jackson & A Streets: View from Jackson Street



City of Moscow Building at Jackson & A Streets: Detail of surface texture





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City of Moscow Building at Jackson & A Streets: View of the west facing wall from Jackson Street



City of Moscow Building at Jackson & A Streets: View of north-facing wall

Mural at Jackson & A

Moscow, ID



ARTWORK COMMISSION FINALIST
AGREEMENT FOR SITE-SPECIFIC DESIGN
FOR PUBLIC ART PROJECT 2024

THIS ARTWORK COMMISSION FINALIST AGREEMENT FOR SITE-SPECIFIC DESIGN FOR PUBLIC ART PROJECT 2024 (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2024, by and between Artist TBD, Address TBD, (hereinafter "ARTIST"), and City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

WHEREAS, CITY wishes to hire an artist to create one (1) site-specific design proposal for a public art project to be installed at the City of Moscow Building at the corner of Jackson & A Streets (hereinafter "Project"); and

WHEREAS, ARTIST and CITY wish to enter into an Agreement regarding the ARTIST's expenses to prepare and present a site-specific design for Project;

NOW THEREFORE, the Parties agree that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

1. Duration: This Agreement shall become effective on the date signed above, and shall remain in effect until satisfactory performance of all services is completed, unless terminated for breach or as provided in this Agreement.
2. Scope of Work: ARTIST shall complete the site-specific design and supporting materials as described in the RFQ (see Attachment "A"), by the TBDth day of TBD, 2024, and shall perform all tasks set out in the "Round #2 Submission Requirements & Selection Criteria" section of Attachment "A".
3. Compensation:
 - A. ARTIST shall receive an honorarium in the amount of One Thousand Dollars (\$1,000) to be used toward travel expenses, food, any design fees, lodging, and all expenses related to the creation of ARTIST's proposal and presentation. This amount shall constitute full compensation for all services, materials, and fees to be furnished or performed by ARTIST as described in Scope of Work.
 - B. Payment shall be made in one (1) installment to be paid after fulfillment of the terms of this Agreement. Following Moscow Arts Commission and Council approval of a design, if ARTIST's design is the selected design, ARTIST shall complete an artwork commission agreement with a total project budget not to exceed Twenty-Five Thousand Dollars (\$25,000).

4. Termination of Agreement: This Agreement may be terminated by ARTIST upon thirty (30) days' written notice. If ARTIST terminates, ARTIST shall forfeit the honorarium provided and reimburse CITY the full amount paid to ARTIST, if any. CITY may terminate this Agreement for any reason by providing written notification to ARTIST.
5. Independent Contractor. The contracting Parties warrant by their signatures that no employer/employee relationship is established between ARTIST and CITY by the terms of this Agreement. It is understood by the Parties hereto that ARTIST is an independent contractor and as such neither they nor their employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.
6. Conflict of Interest. ARTIST covenants presently to have no interest in and shall not acquire any interest, direct or indirect, in Project, which would conflict in any manner or degree with the performance of their services hereunder. ARTIST further covenants that, in performing this Agreement, to employ no person who has any such interest.
7. Changes in Regulations. ARTIST is to perform work under the current Federal, State, and local laws and regulations in full force and effect at the date of this Agreement.
8. Public Funds for Abortion Act. Pursuant to Idaho Code Title 18 Chapter 87, ARTIST certifies that they are not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of the Agreement, authorize the use of state facilities or public funds for abortion related activity.
9. Non-discrimination: ARTIST shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, gender, gender expression or identity, pregnancy, national origin, ancestry, age, marital or familial status, veteran status, mental or physical disability, sex, sexual orientation, genetic information, or any other basis prohibited by Federal, State or local law.
10. Modification and Assignability of Agreement: This Agreement contains the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written Agreement signed by the Parties hereto. ARTIST may not subcontract or assign their rights (including the right to compensation), or duties arising hereunder, without the prior written consent and express authorization of CITY. Any such consultant, subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.
11. Special Warranty: ARTIST warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. ARTIST declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by ARTIST shall make this Agreement null and void. ARTIST further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in

a good workmanlike manner. ARTIST acknowledges that they will be liable for any breach of this warranty.

12. Costs and Attorney Fees: In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
13. Jurisdiction and Venue: It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
14. Binding on Agents, Subcontractors, and Successors: CITY and ARTIST each bind themselves, their partners, agents, subcontractors, successors, assigns, and legal representatives to the other Parties to this Agreement and to the partners, agents, subcontractors, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.
15. Severability of Provisions: Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any Party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties or other circumstances.
16. Notice
 - A. CITY's Representative. Communication with CITY shall be to City of Moscow Arts Manager, 206 East Third Street, Moscow, Idaho, 83843, email mcherry@ci.moscow.id.us. The Arts Manager or designee shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.
 - B. Communication to ARTIST shall be to:
Artist TBD
Address TBD
Email TBD
Phone TBD
17. Insurance: If selected, ARTIST will sign an agreement that details the terms of the Artwork to be installed at the City of Moscow Building at the corner of Jackson & A Streets, which will include, but not be limited to, the following:

- A. Insurance Required. ARTIST and any subcontractor or agent shall maintain automobile insurance and statutory workers compensation insurance, employer's liability and comprehensive general liability insurance coverage, all as required by law.
 - B. General Liability. ARTIST shall provide, at ARTIST's expense, general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury and property damage, covering ARTIST's work in installing the Artwork, which shall be in force for no less than fifteen (15) days prior to ARTIST commencing work, until completion and final acceptance of the Artwork by CITY.
 - C. Worker's Compensation and Employer Liability Insurance. Worker's compensation insurance shall be provided to cover any employees involved in producing the Artwork in such amounts required by Idaho law for all work performed in Idaho or in such amounts as may be required by Idaho law.
 - D. CITY as Additional Insured and Term of Insurance. On all insurance policies required under this Agreement other than auto, CITY shall be named as an additional insured and the policy shall provide it may not be cancelled or reduced in coverage, except upon thirty (30) days prior written notice to CITY. Any cancellation of insurance, other than auto, without appropriate replacement in the amounts and terms set forth herein, shall constitute grounds for termination of this Agreement. Each type of insurance required by the agreement ARTIST will sign if ARTIST is selected shall be in force for no less than fifteen (15) days prior to ARTIST commencing the PROJECT until completion and final acceptance of the Artwork by CITY.
 - E. ARTIST to provide Certificates of Insurance to CITY. ARTIST shall insure that CITY is provided a Certificate of Insurance for each insurance policy required by the agreement ARTIST will sign if selected.
 - F. Contractors and Subcontractors. ARTIST shall insure that all contractors, subcontractors and agents of ARTIST provide the insurance required herein and that each such contractor, subcontractor and agent shall provide CITY a certificate of insurance and shall name CITY as an additional insured on Project, and shall provide documentation of any agreement between ARTIST and contractor(s)/subcontractor(s) relative to Project.
18. Indemnification: ARTIST waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to ARTIST's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees. Further, ARTIST shall indemnify, hold harmless, and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of ARTIST's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees.

In addition to other rights granted CITY by this Agreement, ARTIST shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by ARTIST or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of ARTIST or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

19. Risk of Loss: ARTIST shall take such measures as are reasonably necessary to protect the Project from loss or damage until ARTIST has completed delivery to CITY of all materials specified herein and ownership is transferred to CITY, which shall occur when delivery is complete.
20. Copyright:
 - A. Copyright and Publication of Materials. ARTIST shall retain the copyright and all other rights in and to the Project, provided that CITY is hereby granted an irrevocable license to graphically reproduce (through photography or otherwise) the images of the Project without CITY cost, expense or payment to ARTIST, including but not limited to, the Project proposal and all preliminary studies, models and maquettes thereof that have been delivered to and accepted by CITY, and to authorize third parties to graphically reproduce (through photography or otherwise) any and all of the same, as are desired by CITY, for municipal (e.g., education, public information, etc.) purposes. On each such reproduction, ARTIST shall be acknowledged, using designations provided by ARTIST, to be the creator of the original Project thereof, provided that reproductions of any preliminary studies, models and maquettes shall not be identified as or represented to be the finished Project. The rights granted by this provision shall survive the expiration or earlier termination of this Agreement.
 - B. Waiver of Rights Under Visual Artists Rights Act of 1990. ARTIST understands and agrees that, as to ARTIST's rights in the work of art, the provisions of this Agreement shall supersede the provisions of the Visual Artists Rights Act of 1990 ("VARA"), 17 U.S.C. § 101 et. seq., as amended, including but not limited to § 106A(a) and § 113(d), as to the work of art, and that execution of this Agreement by ARTIST shall constitute a waiver by ARTIST, as permitted in 17 U.S.C. § 106A(e), as amended, of any and all rights or protections in the work of art, and any uses of the work of art whatsoever, set out in or otherwise granted by 17 U.S.C. § 101, et. seq., as amended, including, but not limited to, § 106A(a) or § 113(d), or otherwise in the nature of "Droit Moral" under which artists claim an interest in their work. ARTIST understands that, despite CITY's commitment not to intentionally damage, alter or modify the work of art without the prior written approval of ARTIST, alterations to the site and/or removal of the work of

art from the site may subject the work of art to destruction, distortion, mutilation or other modification, by reason of such site alterations or its removal.

21. Ownership: The Project shall be a limited edition of one (1), unique, singular design, as described herein. ARTIST shall not reproduce the Project elsewhere and shall not utilize the design for forming or shaping a similar artwork elsewhere. ARTIST warrants that, unless otherwise set forth in writing, the Project will be an original, in that the Project owes its creation or origin to ARTIST and is not the product of copying another's work in any manner. Furthermore, ARTIST warrants and represents that ARTIST has not previously published the Project which is transferred by and the subject of this Agreement and that ARTIST is the sole owner of all rights therein. Except as provided in this Agreement, upon final acceptance by CITY, acceptance of Project delivery and final payment to ARTIST, CITY shall own the Project. ARTIST hereby expressly waives any right, title or interest in the artwork created for the Project. ARTIST understands that this waiver includes waiver of the exclusive rights of reproduction, adaptation, publication, performance, and display.
22. Use: CITY agrees to make a reasonable effort to notify ARTIST of CITY's intent, if any, to use or adapt materials developed for Project following completion of Project.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

I, Artist TBD, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct.

ARTIST

CITY

Artist TBD

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Attachment “A”
RFQ for Mural at Jackson and A Streets

DRAFT

ARTWORK COMMISSION AGREEMENT FOR
PUBLIC ART PROJECT 2024 MURAL AT
THE CITY OF MOSCOW BUILDING AT JACKSON & A STREETS

THIS ARTWORK COMMISSION AGREEMENT FOR PUBLIC ART PROJECT 2024 MURAL AT THE CITY OF MOSCOW BUILDING AT JACKSON & A STREETS (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2024, by and between Artist TBD (hereinafter "ARTIST") and City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

WHEREAS, CITY invited artists and artist teams to submit qualifications for a mural to be installed on the City of Moscow building located at Jackson and A street; see RFQ attached as Attachment "A" (hereinafter "Project"); and

WHEREAS, CITY's Selection Panel recommended finalists to take part in submitting site-specific designs for the Project; and

WHEREAS, CITY, after completing its review and selection process of all site-specific design proposals, has determined that ARTIST's proposal, as detailed in Attachment "B", meets the selection criteria and would best serve the needs of CITY for Project; and

WHEREAS, ARTIST and CITY wish to enter into an Agreement regarding Project;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

1. Duration: This Agreement shall become effective on the date indicated above and shall remain in effect until satisfactory performance of all services is completed, unless terminated for breach or as provided in this Agreement.
2. Scope of Work:
 - A. Description of Artwork. [Artwork title and description pending] (hereinafter "Artwork") see Attachment "B".
 - B. Time of Performance. ARTIST shall coordinate commencement and installation of the Artwork with CITY Arts Manager and shall have the Artwork completed no later than September 30, 2024. ARTIST shall immediately notify CITY of any delay which occurs or which is anticipated to occur so that arrangements can be made to complete the Artwork for Project as close to the completion date of September 30, 2024 as reasonably possible. Date of delivery and installation may be extended, for a reasonable amount of time, due to circumstances and events beyond control of CITY and/or ARTIST, due to unforeseen circumstances, or upon written Agreement by the Parties.

- C. Consultation with CITY. If requested by CITY, ARTIST shall, prior to fabrication and/or installation of the Artwork, meet with CITY to review the proposed Artwork and ensure that it can be maintained over the period of its lifetime without extraordinary expense, and that it comports with the design as submitted to CITY.
- D. ARTIST shall only use Benjamin Moore or Miller brands paint that is a high quality, exterior grade latex paint specifically designed for residential and commercial applications. If ARTIST desires to use an alternate brand of paint, ARTIST shall get pre-approval for said paint from the Arts Manager.
- E. ARTIST shall complete a Commission Artwork Detailed Report provided by CITY once installation of the Artwork is complete.

3. Services:

- A. Quality of Services: ARTIST's standard of service under this Agreement shall be of the level of quality performed by professionals regularly rendering this type of service. Determination of acceptable quality shall be made solely by the CITY.
- B. CITY Review of Services: ARTIST's services shall, at all times, be subject to CITY's general review and approval. ARTIST shall confer with CITY periodically during the progress of ARTIST's services, and shall prepare and present such information and materials as may be pertinent, necessary or requested by CITY to determine the adequacy of the services of ARTIST's progress. Upon reasonable prior notice to ARTIST, CITY and its elected officials, officers, employees and agents shall have the right to make reasonable inspections and reviews of ARTIST's progress with respect to the services.

4. Compensation:

- A. ARTIST shall receive an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). This amount may be used for travel expenses, food, any design fees, lodging, and all expenses related to the creation of ARTIST's Artwork, installation, and community engagement presentation. This amount shall constitute full compensation for all services, materials and fees to be performed or furnished by ARTIST pursuant to this Agreement.
- B. Payment shall be made in two (2) installments:
 - First Installment of Ten Thousand Dollars (\$10,000) shall be paid at the time of the execution of this Agreement.
 - Second and Final Installment of Fifteen Thousand Dollars (\$15,000) shall be paid after completion of the Project and CITY's receipt of the Commissioned Artwork Detailed Report.

5. Termination:

- A. Termination of Agreement. This Agreement may be terminated by ARTIST upon thirty (30) days' written notice, should CITY fail to substantially perform in accordance with its terms through no fault of ARTIST. CITY may terminate this Agreement upon thirty (30) days' written notice without cause and without further liability to ARTIST except as designated by this section.
- B. Termination of Project. If any portion of Project, covered by this Agreement, shall be suspended, abated, abandoned, or terminated by CITY, at no fault of ARTIST, CITY and ARTIST agree ARTIST will be compensated for the work completed in an amount to be agreed upon by the Parties. If any portion of the Project, covered by this Agreement, shall be suspended, abated, abandoned, or terminated by CITY due to ARTIST failure to perform under the terms of this Agreement, CITY will determine what, if any, additional compensation may be provided to ARTIST or any cost of reimbursement from ARTIST to CITY for payment made to ARTIST upon execution of this Agreement.

6. CITY Responsibilities:

- A. CITY's Responsibility for Special Costs and Rights-of-Way. CITY shall pay for all costs for obtaining licenses and permits that may be required by Federal, State, and local authorities; and shall be responsible for securing necessary land, easements, and rights-of-way where applicable.
- B. Data of Record. CITY shall make available to ARTIST all technical data of record in CITY's possession, including maps, surveys, architectural plans and drawings, and other information required by ARTIST relating to the Project.
- C. Prior to ARTIST beginning installation of the Artwork, CITY shall ensure that the surface preparation and a primer coat of paint are applied to the surface where the Artwork is to be installed. Once the Artwork is installed and accepted by CITY, CITY will apply an anti-graffiti clear coat of paint to the Artwork.

7. General Terms:

- A. Independent Contractor: The contracting Parties warrant by their signatures that no employer/employee relationship is established between ARTIST and CITY by the terms of this Agreement. It is understood by the Parties hereto that ARTIST is an independent contractor and as such neither ARTIST nor any of ARTIST's employees are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.
- B. Conflict of Interest: ARTIST covenants that they presently have no interest and shall not acquire any interest, direct or indirect, in Project which would conflict in any manner or degree with the performance of their services hereunder. ARTIST further

covenants that, in performing this Agreement, they shall employ no person who has any such interest.

- C. Changes in Regulations: ARTIST is to perform their work under the current Federal, State, and local laws and regulations in full force and effect at the date of this Agreement.
- D. Non-discrimination: ARTIST shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, gender, gender expression or identity, pregnancy, national origin, ancestry, age, marital or familial status, veteran status, mental or physical disability, sex, sexual orientation, genetic information, or any other basis prohibited by local, state, or federal law.
- E. Modification and Assignability of Agreement: This Agreement contains the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written Agreement signed by the Parties hereto. ARTIST may not subcontract or assign rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such consultant, subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.
- F. Special Warranty: ARTIST warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. ARTIST declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by ARTIST shall make this Agreement null and void. ARTIST further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. ARTIST acknowledges that they will be liable for any breach of this warranty.
- G. Costs and Attorney Fees: In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
- H. Jurisdiction and Venue: It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
- I. Binding on Agents, Subcontractors, and Successors: CITY and ARTIST each bind themselves, their partners, agents, subcontractors, successors, assigns, and legal representatives to the other Party to this Agreement and to the partners, agents,

subcontractors, successors, assigns, and legal representatives of such other Party with respect to all covenants of this Agreement.

J. Severability of Provisions: Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any Party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties or other circumstances.

K. Notice:

1. Communication with CITY shall be to City of Moscow Arts Manager, 206 East Third Street, Moscow, Idaho, 83843, email mcherry@ci.moscow.id.us. The Arts Manager or designee shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.
2. Communication to ARTIST shall be to Artist TBD, Address TBD, [Email](#) TBD.

L. Insurance:

1. Insurance Required. ARTIST and any subcontractor or agent shall maintain automobile insurance and statutory workers compensation insurance, employer's liability and comprehensive general liability insurance coverage, all as required by law.
2. General Liability. ARTIST shall provide, at ARTIST's expense, general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury and property damage, covering ARTIST's work in fabricating, transporting, and installing the Artwork, which shall be in force for no less than fifteen (15) days prior to ARTIST's commencing work, until completion and final acceptance of the Artwork by CITY.
3. Worker's Compensation and Employer Liability Insurance. Worker's compensation insurance shall be provided to cover any employees involved in producing the Artwork in such amounts required by Idaho law for all work performed in Idaho or in such amounts as may be required by Idaho law.
4. CITY as Additional Insured and Term of Insurance. On all insurance policies required under this Agreement other than auto, CITY shall be named as an additional insured and the policy shall provide it may not be cancelled or reduced in coverage, except upon thirty (30) days prior written notice to CITY. Any cancellation of insurance, other than auto, without appropriate replacement in the amounts and terms set forth herein, shall constitute grounds for termination of

this Agreement. Each type of insurance required by this Agreement shall be in force for no less than fifteen (15) days prior to ARTIST's commencing the PROJECT until completion and final acceptance of the Artwork by CITY.

5. ARTIST to provide Certificates of Insurance to CITY. ARTIST shall insure that CITY is provided a Certificate of Insurance for each insurance policy required by this Agreement.
6. Contractors and Subcontractors. ARTIST shall insure that all contractors, subcontractors and agents of ARTIST provide the insurance required herein and that each such contractor, subcontractor and agent shall provide CITY a certificate of insurance and shall name CITY as an additional insured on PROJECT, and shall provide documentation of any agreement between ARTIST and contractor(s)/subcontractor(s) relative to PROJECT.

M. Hold Harmless:

1. Indemnification. ARTIST waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to ARTIST's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees. Further, ARTIST shall indemnify, hold harmless, and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of ARTIST's performance of this Agreement.
In addition to other rights granted CITY by this Agreement, ARTIST shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by ARTIST or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of ARTIST or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.
2. Risk of Loss. ARTIST shall take such measures as are reasonably necessary to protect the Artwork and materials being used by ARTIST to create the Artwork from loss or damage until ARTIST has completed delivery to CITY of all materials specified herein and ownership is transferred to CITY, which shall occur when installation is complete.

N. Copyright:

1. Copyright and Publication of Materials. ARTIST shall retain the copyright and all other rights in and to the Artwork, provided that CITY is hereby granted an irrevocable license to graphically reproduce (through photography or otherwise) the image of the Artwork without CITY cost, expense or payment to ARTIST, including but not limited to, the Artwork proposal and all preliminary studies, models and maquettes thereof that have been delivered to and accepted by CITY, and to authorize third parties to graphically reproduce (through photography or otherwise) any and all of the same, as are desired by CITY, for municipal (e.g., education, public information, etc.) purposes. On each such reproduction, ARTIST shall be acknowledged, using designations provided by ARTIST, to be the creator of the original Artwork thereof, provided that reproductions of any preliminary studies, models and maquettes shall not be identified as or represented to be the finished Artwork. The rights granted by this provision shall survive the expiration or earlier termination of this Agreement.
2. Waiver of Rights Under Visual Artists Rights Act of 1990. ARTIST understands and agrees that, as to ARTIST's rights in the Artwork, the provisions of this Agreement shall supersede the provisions of the Visual Artists Rights Act of 1990 ("VARA"), 17 U.S.C. § 101 et. seq., as amended, including but not limited to § 106A(a) and § 113(d), as to the Artwork, and that execution of this Agreement by ARTIST shall constitute a waiver by ARTIST, as permitted in 17 U.S.C. § 106A(e), as amended, of any and all rights or protections in the Artwork, and any uses of the Artwork whatsoever, set out in or otherwise granted by 17 U.S.C. § 101, et. seq., as amended, including but not limited to § 106A(a) or § 113(d), or otherwise in the nature of "Droit Moral" under which artists claim an interest in their work. ARTIST understands that, despite the CITY's commitment not to intentionally damage, alter or modify the Artwork without the prior written approval of ARTIST, alterations to the site and/or removal of the Artwork from the site may subject the Artwork to destruction, distortion, mutilation or other modification, by reason of such site alterations or its removal.
3. Ownership. The Artwork shall be a limited edition of one (1), unique, artwork that is a two-dimensional mural [Artwork title pending] as described herein. ARTIST shall not reproduce the Artwork elsewhere or allow the Artwork to be reproduced elsewhere. ARTIST warrants that, unless otherwise set forth in writing, the Artwork will be an original, in that the Artwork owes its creation or origin to ARTIST and is not the product of copying another's work in any manner. Furthermore, ARTIST warrants and represents that ARTIST has not previously published the Artwork which is transferred by and the subject of this Agreement and that ARTIST is the sole owner of all rights therein. Except as provided in this Agreement, upon final acceptance and acceptance of Artwork, installation, and final payment to ARTIST, CITY shall own the Artwork. ARTIST hereby expressly waives any right, title or interest in the Artwork created for the Project. ARTIST understands that this waiver includes waiver of the exclusive rights of reproduction, adaptation, publication, performance and display.

- O. Notification of Use: CITY agrees to make a reasonable effort to notify ARTIST of CITY's intent, if any, to use or adapt materials developed for Project following completion of Project.
- P. Post-Installation Repairs, Maintenance, or Alterations:
1. ARTIST shall not be responsible or liable for any damage to the Artwork, its surfaces, or environment caused by personnel of CITY or its employees or agents, visitors, members of the general public or others beyond the control of ARTIST.
 2. ARTIST shall not be responsible or liable for any damages to the Artwork caused by extremely adverse weather conditions, acts of God, vandalism, or other acts abnormal to the site beyond the control of ARTIST.
 3. CITY may provide basic maintenance, restoration and repairs as it deems necessary. CITY will assume cost for repairs upon expiration of the one (1) year warranty period set forth in this Agreement through the end of the mural installation period which is anticipated to be between 5 – 8 years from time of installation. Whenever practical and fiscally possible, ARTIST shall be given an opportunity to perform and/or act as consultant for the repair or restoration of the Artwork, for which ARTIST shall be entitled to reasonable compensation, provided CITY directs the repair or restoration. In the event that the Artwork is damaged or destroyed, CITY, in its sole discretion, may restore the Artwork or choose not to restore the Artwork, subject to receipt of any insurance proceeds and other funds sufficient for the repair or restoration.
- Q. Warranty: Upon final acceptance of the Artwork, ARTIST warrants that the Artwork shall be free from defects in materials and workmanship, including inherent vice. ARTIST shall, for a period of one (1) year from final acceptance of the Artwork by CITY, correct any such defects at ARTIST's own expense. "Inherent vice" refers to a quality within the material or materials that comprise the Artwork, which, either alone or in combination with other materials used in the Artwork or reacting to the environment, results in the tendency of the Artwork to destroy itself. Upon written notification of a defect in materials or workmanship, ARTIST shall have sixty (60) days to commence repairs. ARTIST shall conclude the repairs within a reasonable time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

I, Artist TBD, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct.

ARTIST

CITY

City of Moscow, Idaho

By: _____
Artist TBD

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Attachment “A”
RFQ for mural at Jackson and A Streets

DRAFT

Attachment “B”
ARTIST Proposal

DRAFT

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, January 8, 2024



AGENDA ITEM TITLE

Professional Service Prequalification Process Master Agreements Approval (ACTION ITEM) - Scott Bontrager

RESPONSIBLE STAFF

Scott Bontrager, City Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City frequently requires the services of design professionals necessary for the design and construction of a variety of public utility, facility and other public construction projects. Idaho requires that procurement of professional service contracts with design professionals (professional engineers, architects and landscape architects), construction managers and professional land surveyors shall be based upon the qualifications and demonstrated competence of the provider of the required services. As a result, each time the City needed design services, the City historically published project specific requests for qualifications to identify a qualified provider, negotiated an agreement for the professional design services, and then brought it forward to the Council for approval. Idaho Code § 67-2320(2) allows the option for public agencies to create a preapproved list of qualified professional service providers following a published request for qualifications. Once a list has been established, the City can then directly negotiate a professional services agreement with any of those preapproved professionals.

Resolution No. 2019-20 was created for providing the establishment of a prequalification process for the efficient and effective procurement of engineering and architectural design services in accordance with Idaho Law and was passed and approved by the Mayor and City Council on November 4, 2019. Following the guidelines of this Resolution, City staff solicited a Request for Statements of Qualifications (SOQ) on November 3, 2023 for Engineering agencies seeking to be included or updated as part of the Professional Services Roster. The Engineering Master Agreement for Professional Services included three categories that the Engineering agencies could apply for: Category 1.a – General Civil Engineering Design, Category 2.a – Water Supply and Operations Engineering, Category 3.a – Construction Management and Inspection Services.

Submittals were accepted until December 1, 2023. The City received SOQs from a total of 20 engineering firms. The review of Statements of Qualifications were completed by a committee of Engineering staff who used the criteria as obtained within the Request for Qualifications to evaluate the respondents' qualifications and demonstrated competence. After review, all respondents have been deemed qualified to provide the requested services published within the SOQ. Staff is requesting authorization for the City to enter into a Master Services Agreement with those firms, specifying the terms and conditions for the provision of professional services on an on-demand task order basis with the City.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of Professional Services Roster and allow City to enter into Master Services Agreements with respondents to the City's Statement of Qualifications, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of Professional Services Roster and allow City to enter into Master Services Agreements with respondents to the City's Statement of Qualifications.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Professional Service Roster
2. Master Agreement for Professional Services (Engineering) Template

Professional Services Roster

Firm	Category
ADC Wastwater Engineering	1, 2
Alta Engineering	1, 2, 3
Ardurra	1, 2
Conсор	1, 2
GeoProfessional Innovation Corporation (GPI)	1
Great West Engineering Corp	1, 2, 3
GRI	1
HDR Engineering, Inc.	1, 2
HECO Engineers	1, 2
HMH Engineering	1
Hodge & Associates	1, 3
JUB Engineers, Inc.	1, 2, 3
Keller Associates	1, 2, 3
Merrick & Company	1, 2, 3
Morrison-Maierle	1, 2, 3
Precision Engineering	1
Sanchez Design Group	1
SynTier Engineering	1
TD&H Engineering	1, 2, 3
Welch Comer	1, 2, 3

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
(Categories 1a, 2a, 3a - Select Appropriate)
BETWEEN CITY OF MOSCOW, IDAHO AND
ENGINEER NAME

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND ENGINEER NAME (hereinafter "Agreement") is made and entered into between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") and Engineering Firm, a corporation of the State of Idaho, Address (hereinafter "ENGINEER").

W I T N E S S E T H:

WHEREAS, CITY has a need for Category ?, Description, (hereinafter "Project") to be defined by individual Task Orders which will set forth specific services, time of performance and payment; and

WHEREAS, ENGINEER is specially trained, experienced and competent to perform such services and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained herein, the Parties agree as follows:

TERMS AND CONDITIONS

1. Scope of Services:

- A. Upon execution of this Master Agreement and any associated Task Order(s) and receipt of CITY's written notice to proceed, ENGINEER shall comply in all respects with this Agreement and perform and furnish to CITY, all Services listed in any corresponding Task Order(s) incorporated herein by this reference, together with any amendments that may be agreed to in writing by the Parties.
- B. All documents or material acquired or produced by ENGINEER in conjunction with the Project shall become the property of, and be delivered to, CITY without any restrictions or limitations with respect to their further use thereof. All documents or materials prepared for CITY shall not be distributed by ENGINEER, sub-engineers, their agents, representatives or employees to any third party without the express written consent of CITY. Use of these documents by CITY on any other project, without written verification or adoption by ENGINEER for the specific purpose intended, will be at CITY's sole risk and shall be without liability or legal exposure to ENGINEER. Any verification or adoption requested by CITY to ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon in writing by CITY and ENGINEER.
- C. ENGINEER shall provide Services and work under this Agreement consistent with the requirements and standards established by applicable Federal, State and local laws,

ordinances, regulations, and resolutions. ENGINEER represents and warrants that ENGINEER will perform work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement, and resulting Task Order(s) in effect at the time of performance of this Agreement, and associated Task Order(s). Except for the representations made herein and any representations made or contained in any proposal submitted by ENGINEER under this Agreement and associated Task Order(s).

- D. Services and work provided by ENGINEER at CITY's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the Parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the Parties.

2. Consideration:

- A. ENGINEER shall perform the Services for a Not-to-Exceed total fee as outlined in any corresponding Task Order.
- B. ENGINEER shall provide CITY with a monthly statement, as Services warrant, of fees earned and costs incurred for Services provided during the billing period, which CITY will pay within thirty (30) days of receipt of a correct invoice and approval by CITY. CITY will not withhold any Federal or State income taxes or Social Security Tax from any payment made by CITY to ENGINEER under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of ENGINEER.
- C. Except as expressly provided in this Agreement and any corresponding Task Order(s), ENGINEER shall not be entitled to receive from CITY any additional consideration, compensation, salary, wages, or other type of remuneration for Services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, ENGINEER shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays or other paid leaves of absence of any type or kind whatsoever.
- D. Any out-of-town travel required by individual Task Orders must be pre-approved by the Project Manager and included in the Task Order. All travel expenses will be reimbursed at cost, per CITY's existing travel policy. Any requested travel related/meal reimbursement must be accompanied by itemized receipts.

3. Effective Date and Term:

This Agreement shall become effective the date upon which the last Party has executed this Agreement, and shall automatically renew annually on December 31, year for two (2) additional one (1) year periods unless sooner terminated in writing.

4. Independent Contractor:

- A. In all matters pertaining to this Agreement, ENGINEER shall be acting as an independent contractor, and neither ENGINEER nor any officer, employee or agent of ENGINEER will be deemed an employee of CITY. The selection and designation of the personnel of CITY in the performance of this Agreement shall be made by CITY.
- B. ENGINEER shall determine the method, details and means of performing work and Services to be provided by ENGINEER under this Agreement and resulting Task Order(s). ENGINEER shall be responsible to CITY only for the requirements and results specified in this Agreement and resulting Task Order(s) and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of ENGINEER in fulfillment of this Agreement.

5. Indemnification and Insurance:

- A. ENGINEER agrees to defend, hold harmless and indemnify CITY and its officers, agents and employees against any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs, including litigation costs and attorney's fees, to the extent caused by the negligent acts and/or errors or omissions by ENGINEER, its servants, agents officers, employees, guests, and business invitees.
- B. ENGINEER shall maintain, and specifically agrees that ENGINEER will maintain, throughout the term of this Agreement, liability insurance in the minimum amounts as follows: General Liability One Million Dollars (\$1,000,000) per incident or occurrence, Two Million Dollars (\$2,000,000) aggregate, Professional Liability/Professional Errors and Omissions Two Million Dollars (\$2,000,000) aggregate, and Automobile Liability Insurance One Million Dollars (\$1,000,000) per incident or occurrence. ENGINEER shall maintain, in full force and effect, Worker's Compensation Insurance, in the statutory limits as required by law for ENGINEER and any agents, employees, and staff that ENGINEER may employ, and provide proof to CITY of such coverage. CITY shall be named as an additional insured of both General Liability and Automotive policies. The limits of insurance shall not be deemed a limitation of the covenants to defend, hold harmless, and indemnify CITY; and if CITY becomes liable for an amount in excess of the insurance limits herein provided, ENGINEER covenants and agrees to defend, hold harmless, and indemnify CITY from and for all losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorney's fees, for which ENGINEER is liable under the provisions of Section (5), and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property. ENGINEER shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing ENGINEER's compliance with the requirements of this paragraph, and file such proof of insurance with CITY at least ten (10) days prior to the date ENGINEER begins performance of ENGINEER's obligations under this Agreement. In the event the insurance minimums are changed, ENGINEER shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to CITY Engineer with a copy to CITY's finance office and the CITY Clerk at 206 East Third Street, PO Box 9203, Moscow, Idaho, 83843.

6. Notices:

Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

CITY

City of Moscow
Engineering Manager
206 East Third Street
PO Box 9203
Moscow, ID 83843

ENGINEER

Name of Engineer Company
Name of Contact
Street
City, State, Zip

Either Party may change their address for the purpose of this paragraph by giving written notice of such change to the other Party in the manner herein provided.

7. Assignment:

It is expressly agreed and understood by the Parties hereto, that ENGINEER shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

8. Discrimination Prohibited:

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

9. Reports and Information:

- A. At such times and in such forms as CITY may require, there shall be furnished to CITY such statements, records, reports, data and information as CITY may request pertaining to matters covered by this Agreement and any resulting Task Order(s).
- B. ENGINEER shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement. This includes any handwriting,

typewriting, printing, photo static, photographic, electronic, digital, audio and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10. Audits and Inspections:

At any time during normal business hours and as often as CITY may deem necessary, there shall be made available to CITY for examination, all of ENGINEER's records with respect to all matters covered by this Agreement. ENGINEER shall permit CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

11. Publication, Reproduction and Use of Material:

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

12. Licenses and Adherence to Law Required:

ENGINEER represents that it possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. In performing the Scope of Services required hereunder, ENGINEER shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments and such laws and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by ENGINEER shall be deemed material and shall subject ENGINEER to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of ENGINEER will, in any way, serve to modify the provisions of this requirement. ENGINEER and its surety shall defend, hold harmless, and indemnify CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by ENGINEER, ENGINEER's officers, agents, employees or its subcontractors.

13. Certifications:

- A. Pursuant to Idaho Code § 67-2346, ENGINEER certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.
- B. Pursuant to Idaho Code Title 18 Chapter 87, ENGINEER certifies that it is not an abortion provider or an affiliate of any abortion provider and does not, and will not for the duration of this Agreement, authorize the use of state facilities or public funds for abortion related activity.

- C. Pursuant to Idaho Code § 44-1001, ENGINEER certifies that when applicable, it will comply with the requirements of employing residents of Idaho for the completion of the terms required in this Agreement.
- D. Pursuant to Idaho Code § 67-2359, ENGINEER certifies that it is not currently owned by the government of China and that it will not for the duration of this Agreement be owned or operated by the government of China.

14. Special Warranty:

ENGINEER warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into this Agreement. ENGINEER declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by ENGINEER shall make this Agreement null and void. ENGINEER further warrants that all materials and goods supplied under this Agreement shall be of good and merchantable quality and that all services will be performed in a good and workmanlike manner. ENGINEER acknowledges that it will be liable for any breach of this warranty.

15. Public Information:

CITY is required to comply with the Public Records Act pursuant to Title 74, Chapter 1 of the Idaho Code. Records received from ENGINEER and certain records produced by ENGINEER in performance of this Agreement may be open to public inspection and copying unless exempt from disclosure. ENGINEER shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption, including the specific Idaho Code citation that exempts the record from disclosure. CITY will not accept the marking of an entire document as exempt. In addition, CITY will not accept a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure. ENGINEER shall indemnify and defend the CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation as exempt or for ENGINEER's failure to designate individual documents as exempt. ENGINEER's failure to designate as exempt any document or portion of a document that is released by CITY, shall constitute a complete waiver of any and all claims for damages caused by any such release.

16. Changes:

CITY may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, which are mutually agreed upon by and between CITY and ENGINEER, shall be incorporated in written amendments to this Agreement.

17. Termination:

- A. If ENGINEER, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City Council determines that termination of this Agreement is in the best interest of CITY, CITY shall thereupon have the right to terminate this Agreement by giving written notice to ENGINEER of such termination and specifying the effective date thereof. ENGINEER will be compensated for all work performed up to date of termination, unless the termination is for ENGINEER's act of misconduct as provided in Section 17, paragraph B below. ENGINEER may terminate this Agreement at any time by giving at least sixty (60) days' notice to CITY.
- B. If ENGINEER, its officers, employees, or agents falsifies any record or document required to be prepared under this Agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement, CITY shall have the right to immediately terminate this Agreement and ENGINEER will receive no compensation for work performed and shall be financially responsible for any expenses incurred by CITY as a result of the actions stated in this paragraph.
- C. In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by ENGINEER under this Agreement shall, at the option of CITY, become CITY's property. Notwithstanding the above, ENGINEER shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by ENGINEER, and CITY may withhold any payments to ENGINEER until such time as the exact amount of damages due CITY from ENGINEER is determined. This provision shall survive the termination of this Agreement and shall not relieve ENGINEER of its liability to CITY for damages.

18. Construction and Severability:

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

19. Advise of Attorney:

Each Party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Entire Agreement:

This Agreement and the exhibits hereto, if any, contain the entire agreement of the Parties and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This Agreement supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

21. Appropriations and Approval:

MASTER AGREEMENT

Click or tap here to enter text.

PAGE 7 OF 9

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

22. Resulting Task Orders and Survival:

All Task Orders resulting from this Agreement and executed by both Parties during the term of this Agreement will be bound to the terms and conditions of this Agreement until all tasks are completed and accepted by CITY, whether or not the Agreement is terminated or unless tasks are canceled via a change order.

23. Jurisdiction, Venue, and Non-Waiver:

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to not exercise any of its rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach. Should any litigation be commenced between the Parties hereto concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court.

24. Approval Required:

This Agreement shall not become effective or binding until all parties who have authority to execute this Agreement have signed below and this Agreement has been approved by CITY.

25. Authority to Execute:

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

IN WITNESS WHEREOF, said ENGINEER and CITY have caused this Agreement to be executed upon the date of the final signature.

ENGINEER
Engineering Firm

CITY
City of Moscow, Idaho

Name of signing party

Arthur D. Bettge, Mayor

Date

Date

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF _____)
_____) ss:
County of _____)

On this _____ day of _____, 2024, before me, a Notary Public in and for the State of Idaho, appeared name of signing party, known to me to be the person named above and acknowledged that they executed the foregoing as the duly authorized representative of Engineering Firm .

Notary Public for the State of _____
Residing at _____
My commission expires _____