Moscow City Council

Regular Meeting
~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Tuesday
January 16, 2024

7:00 PM

Council Chambers
206 E. Third St.

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

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. **All Consent Items (ACTION ITEM)**

   A. Approval of Moscow City Council January 2, 2024 Minutes - Laurie M. Hopkins

   B. Approval of Moscow City Council Workshop Minutes of January 2, 2024 - Laurie M. Hopkins

   C. Disbursement Report December 2023 - Sarah Decker

   Staff presented the December 2023 Accounts Payable Report to the Public Works / Finance Committee on January 8th, 2024. The Committee received the report and approved the disbursements as presented.

   ACTION: Accept the Disbursements Report for the month of December 2023.

   D. First Quarter Financial Report October 1, 2023 to December 31, 2023 for FY2024 - Sarah Decker

   Staff presented the financial report for the first quarter of Fiscal Year 2024 (October 1, 2023 to December 31, 2023) to the Public Works/Finance Committee on January 8th, 2024. The Committee received the financial report and approved it as presented.

   ACTION: Accept the FY2024 First Quarter Financial Report.

   E. Winterfest Alcohol Use Request in Entertainment District - 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. This item was reviewed, and recommended for approval by the Public Works/Finance Committee on January 8, 2024.

ACTION: Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of the Entertainment District for Moscow Winterfest for the duration of the event.

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

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Public Programs in the Arts (PPA) grant program is intended to provide general operating support for arts organizations in Idaho. These funds will represent off-setting revenue in the production of 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. This was reviewed by the Public Works/Finance Committee on January 8, 2024 and recommended for approval.

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

G. Professional Service Prequalification Process Master Agreements Approval - 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. This was reviewed by the Public Works/Finance Committee on January 8, 2024, and recommended for approval.

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

H. Selective Traffic Enforcement Program – Grant Application - 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. This item was reviewed by the Public Works/Finance Committee on January 8, 2024, and recommended for approval.

ACTION: Approval for the Moscow Police Department to apply for the Selective Traffic Enforcement Program requesting grant funding assistance of $121,000 for FY2025.

REGULAR AGENDA

2. **Mayors Appointments (ACTION ITEM)**

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

4. **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. This was reviewed by the Public Works/Finance Committee on January 8, 2024.

   PROPOSED ACTIONS: Approve the RFQ and agreements, amend RFQ and agreements, or take other action deemed appropriate.

5. **Replacement of Ordinances and a Resolution related to the annexation of property located at 2216 South Main Street (ACTION ITEM) - Mike Ray**

   On December 18, 2023, City Council approved Ordinance 2023-10, Ordinance 2023-11, and Resolution 2023-28, which pertained to the annexation, Comprehensive Plan land use designation, and zoning designation for a 7.98-acre property located at 2216 South Main Street. The City was subsequently contacted by the Idaho State Tax Commission who indicated that the legal description which was provided by the applicant and inserted into Ordinance 2023-10 incorrectly listed Township 35, whereas the correct Township is 39. The Idaho State Tax Commission requested a correction be made to the legal description followed by a re-recording of the Ordinance and resubmission to the State Tax Commission. Since the same legal description which contained the incorrect Township was also used within Ordinance 2023-11 and Resolution 2023-28, staff has corrected the legal description in all three documents for the Council's consideration.

   PROPOSED ACTIONS:

   1. Approve the proposed Ordinance replacing Ordinance 2023-10 under suspension of the rules requiring three complete and separate readings and that it be read by title, published by summary; or take other action deemed appropriate.
   2. Approve the proposed Resolution replacing Resolution 2023-28; or take such other action deemed appropriate.
   3. Approve the proposed Ordinance replacing Ordinance 2023-11 under suspension of the rules requiring three complete and separate readings and that it be read by title, published by summary; or take other action deemed appropriate.

6. **Restated City Limits Ordinance (ACTION ITEM) - Cody Riddle**

   Idaho Code Section 63-215 states that taxing districts that alter their boundaries must prepare and file

the legal description and map of the new district boundary within 30 days of the amendment or no later than the tenth day of January of the year following the alteration. The City amended the boundary to reflect the annexation of 2216 S. Main Street on December 18th, 2023 and prepared a new ordinance that included an updated legal description and boundary map. An error in the legal description associated with the 2216 S. Main Street annexation was discovered after this action. As a result, the City Limits Ordinance adopted by Council on December 18, 2023 (ORD 2023-12) is invalid. The erroneous annexation has been corrected, and staff is seeking Council approval of a restated City Limits Ordinance.

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

REPORTS

City Council

Mayor

ADJOURN

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

Moscow City Council

Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

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208.883.7015

Tuesday **January 2, 2024**	**7:00 PM**	**Council Chambers** **206 E. Third St.**

The meeting was called to order at 7:00 p.m.
PRESENT: Mayor Art Bettge, Drew Davis, Sandra Kelly, Maureen Laflin, Hailey Lewis, Julia Parker, Gina Taruscio
STAFF: Cody Riddle, Tyler Palmer, James Fry, Anthony Dahlinger, many police officers, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Mayor Bettge led the Pledge of Allegiance.

PROCLAMATION

Law Enforcement Appreciation Day

Mayor Bettge read the Law Enforcement Appreciation Day proclamation and presented it to Chief James Fry.

REGULAR AGENDA

1. Approval of Moscow City Council December 18, 2023 Minutes (ACTION ITEM) - Laurie M. Hopkins

Taruscio moved and Davis seconded to approve the minutes as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

2. Mayors Appointments (ACTION ITEM)

Mayor Bettge presented to the City Council for consideration the appointment of Sandra Kelly to the 1912 Center Facility Committee and Hailey Lewis to the 1912 Center Use Committee. Taruscio moved, Kelly seconded, approval of the appointments. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

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

Nick Koenig (Moscow), reminded everyone that 2023 one of the warmest year since weather has been recorded. There has been a 2.5 degree average increase. often these averages can be extreme. It is close to the 1.5 degree that is detrimental to humans across the world. He would like everyone to think about a new year's resolution in keeping this issue in the forefront of conversations and how can our impacts reduce CO2 emissions.

4. Reports - Reports will be taken from the Mayor and City Council Members regarding commission and committee meetings which have occurred since the December 18, 2023 City Council meeting

No reports.

DRAFT

5. Recognition of Council Member Maureen Laflin

Laflin was elected in 2019 for a four year term and finished her term as Council President. Council members spoke on Maureen.

6. Oath of Office Administered by City Clerk and Certificate of Election Presented to Bryce Blankenship, Drew Davis, and Sandra Kelly

The Oath of Office was administered by the City Clerk to Bryce Blankenship, Drew Davis, and Sandra Kelly.

ADJOURN 2023 CITY COUNCIL

Kelly moved, Lewis seconded, to adjourn the 2023 City Council at 7:15 p.m.

RECONVENE 2024 CITY COUNCIL

The meeting reconvened with the new City Council at 7:16 p.m.

7. Council Organization (ACTION ITEM) - Gina Taruscio, 2023 Council Vice President

Taruscio listed the council president, vice president, committee members, and which commissions/boards each council member will liaison. Kelly moved, Blankenship seconded approval of the assignments. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

ADJOURN TO RECEPTION HONORING NEWLY ELECTED AND OUTGOING ELECTED OFFICIALS

It was moved, seconded and mutually agreed upon to adjourn at 7:21 p.m.

_____

Arthur D. Bettge, Mayor

ATTEST:

_____

Laurie M. Hopkins, City Clerk

DRAFT

Moscow City Council

Council Organization Workshop
~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Tuesday **January 2, 2024**	**5:00 PM**	**Council Chambers** **206 E. Third St.**

The meeting began at 5:00 p.m.
PRESENT: Bryce Blankenship, Drew Davis, Sandra Kelly, Hailey Lewis, Gina Taruscio
ABSENT: Julia Parker
STAFF: Cody Riddle, Tyler Palmer, Laurie M. Hopkins

WELCOME – COUNCIL VICE PRESIDENT GINA TARUSCIO

Taruscio went over some rules and suggestions for the meeting.

CONSIDERATION OF COUNCIL ASSIGNMENTS FOR 2024

1. **Council President**
   Council members spoke on their interest in the president position.
   By secret ballot, Taruscio was affirmed as President.
2. **Council Vice President**
   Council members spoke on their interest in the vice president position.
   By secret ballot, Kelly was affirmed as Vice President.
3. **Council Committee Organization**
   Council members discussed which committees to serve and consensus was achieved.
4. **Liaison Roles with Commissions and Committees**
   Council members discussed which commissions, boards and committees to serve and consensus was achieved.

OTHER BUSINESS

Council members expressed the desire for a workshop regarding expectations of commissions, commission responsibilities, frequency, bylaws, and term limits for chairs of commissions. Also discussed was the relationship with the U of I student council; regular communication with the president's office.

ADJOURN

The workshop closed at 6:03 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 16, 2024

AGENDA ITEM TITLE

Disbursement Report December 2023 - 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

The Public Works/Finance Committee received the report and approved the disbursements as presented.

PROPOSED ACTIONS

ACTION: Accept the Disbursements Report for the month of December 2023.

STAFF RECOMMENDATION

Accept the Disbursements Report for the month of December 2023.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

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

DISBURSEMENTS REPORT FOR DECEMBER 2023

	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	PAYROLL	GRAND TOTALS
DATE		12/7/2023	12/14/2023	12/21/2023	12/28/2023	12/5/2023 12/19/2023	12/14/2023		12/1/2023	12/15/2023	12/29/2023	
BATCH #		AP 12.8.2023	AP 12.15.2023	AP 12.22.2023	AP 12.29.2023	AP 12.1.2023 AP 12.15.2023	AP 12.15.2023		ID88	ID89	ID90	
CHECK #'s		107495-107573	107574-107641	107642-107721	107723-107757	December CC ACH's	December ACH's		21592-21593			
Fund #												
	ACH for Wells Fargo to be Imported					24,799.84						**24,799.84**
101	**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	**1,518,806.52**
105	**STREETS**	25,818.12	732.97	10,466.22	9.99	126.32			27,862.89	59,579.02	23,946.15	**148,541.68**
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	**240,815.76**
121	**MSD COMM. PLAY FIELDS**		301.37						2,048.84	5,230.92	1,952.43	**9,533.56**
123	**1912 CENTER**	10,750.00										**10,750.00**
128	**TRANSIT CENTER**	1,014.34	1,548.06									**2,562.40**
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	**270,864.29**
230	**SEWER**	47,234.77	62,003.51	21,435.01	7,904.19	4,071.44	20,697.72		53,218.03	111,534.54	42,270.77	**370,369.98**
235	**STORMWATER**	1,342.22	155.08	362.60		1,004.68			17,148.28	36,474.07	14,770.78	**71,257.71**
240	**SANITATION**	124,813.28	43.11				225,295.69		8,309.23	18,042.74	7,181.32	**383,685.37**
290	**FLEET**	6,491.60	94,297.55	5,613.92	30,663.72	544.30			10,680.93	20,756.91	9,288.74	**178,337.67**
295	**INFORMATION SYSTEMS**	19,920.00		84,378.01	4,161.69	6,250.45			15,456.29	34,151.89	13,334.53	**177,652.86**
320	**WATER CAPITAL PROJECTS**	197,384.37	876.56	242,762.73								**441,023.66**
330	**SEWER CAPITAL PROJECTS**		233.50									**233.50**
335	**SANITATION CAPITAL PROJ**		9,631.84									**9,631.84**
340	**SANITATION CAPITAL PROJ**											**0.00**
350	**CAPITAL PROJECTS**		50,144.82	421.94	5,065.79							**55,632.55**
355	**LID CONSTRUCTION**											**0.00**
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

Major Expenditures for December 2023

Professional Service

Blue Logix, LLC	$	6,116.00
Scada Screen upgrade		
Evcar, Inc.	$	4,589.65
Monthly cleaning Services		
National Safety, Inc.	$	4,200.00
Confined space training for WRF		
Stoneway Electric Supply	$	7,744.62
Well #10 drive trouble shooting and firmware update		
Time Clock Plus, LLC	$	5,565.00
1/2 of Aladtec subscription, volunteers pay other half		
Viva Cleaning Company	$	4,184.32
Cleaning contract for buildings		
Blue Logix, LLC	$	6,177.55
Work on PLC programming for SCADA system at Wells # 6 and # 10		
GG Gutters, Inc.	$	3,069.66
Cleaning contract for buildings		
K. Sneve	$	3,531.00
Per Diem request for Ofc. Sneve for POST to include mileage and Meals		
M. Neu Griffin	$	3,531.00
Per Diem request for Ofc. Neu Griffin for POST to include mileage and Meals		
Viva Cleaning Company	$	4,184.32
Janitorial services for WRF, Water and Magyar buildings		
Ziply Fiber	$	5,194.40
PRI phone lines and long distance December		
	$	**58,087.52**

Capital Outlay- Improvement

M.L. Albright & Sons, Inc.	$	194,626.37
Pay App 2 for the Palouse Mall AC Water Main Project		
Geoprofessional Innovation Corporation	$	2,758.00
Palouse AC Water Main General Testing - Density, Moisture, Concrete		
Big Sky Development, Inc.	$	30,817.33
Pay App #6 for Lilly Street Reconstruction Project		
Concrete Conservation, LLC	$	47,800.00
Spectra Shield Install		
J-U-B Engineers, Inc.	$	7,465.20
Professional Services for the 6th Street Bridge Project for November 2023		
Richard E. Hull	$	5,000.00
ROW purchase at 718 Public Ave - Richard and Dana Hull		
Gropp, LLC	$	5,526.00
CH-HVAC Replacement		
Gropp, LLC	$	10,988.00
CH Boiler Replacement		
J-U-B Engineers, Inc.	$	6,250.30
Well 2 & 3 Chlorine Generator Retrofit - Professional Services November 2023		
	$	**311,231.20**

Sanitation

Finley Buttes Landfill	$	120,496.82
Garbage - November 2023		
Finley Buttes Landfill	$	4,069.21
Fuel Relief - November 2023		
Latah Sanitation (ACH Payment)	$	244,814.77
Monthly LSI Billing for November 2023		
Latah Sanitation (ACH Payment)	$	1,178.64
Fuel Relief - November 2023		
	$	**370,559.44**

Supplies

Oxarc, Inc.	$	5,428.35
Chlorine, SO2		
Proforce Marketing, Inc.	$	3,163.20
Less lethal ammunition order		
Ironclad Company	$	2,685.40
60" Tube Brooms for Sweeper #2-24 (Streets) (4 @ $577.60/ea)		
Lacal Equipment, Inc.	$	3,293.49
Dump Door and Roll for #2-23 (Streets)		
Les Schwab Tire Centers	$	3,641.88
New tires for #1-19 (WRF) (6 @ $566.99/ea)		
Consolidated Supply Co.	$	8,702.72
ROW purchase at 718 Public Ave - Richard and Dana Hull		
Dell Marketing, L.P.	$	81,120.54
FY24 Dell Computer Order		
Geveko Markings, Inc.	$	9,784.00
White line (90 @ $88.20/ea) Turn arrow (10 @ $184.60/ea)		
Huber Technology, Inc.	$	5,357.61
Head works screen 2 brush motors and gear box		
Oxarc, Inc.	$	3,837.82
Chlorine, SO2		
CHS, Inc.	$	20,765.32
Unleaded (4502 gals) and Diesel (3000 gals)		
ControlFreek, Inc.	$	6,760.00
HMI screens for the new boosters		
Pro Tech Wheel and Tire	$	5,960.00
Stock cop tires (40 @ $146.00/ea)		
	$	**160,500.33**

Capital Outlay

Lucky Acres Fencing	$	16,359.12
Fence Labor and Concrete for the HLAC Fence Relocation Project 2023		
J-U-B Engineers, Inc.	$	6,562.55
Booster Station Phase II - Task 2 November 2023		
T M L Construction, Inc.	$	229,949.88
Pay App 13 for Booster Stations Phase II		
Gropp, LLC	$	4,459.60
West Pullman Rd Pole repair - Progressive billing #3		
	$	**257,331.15**

Utilities

Avista Utilities	$	98,992.39
November 2023		
	$	**98,992.39**

Payroll

$ 2,332,623.61

Contractual Payments

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
	$	**40,858.63**

ACH Wells Fargo

Commercial Card Expense- November 24th	$	9,953.50
Commercial Card Expense- December 1st	$	4,701.65
Commercial Card Expense- December 8th	$	6,827.87
Commercial Card Expense- December 15th	$	14,500.07
Commercial Card Expense- December 22nd	$	15,552.19
Commercial Card Expense- December 30th	$	9,247.65
	$	**60,782.93**

Minor Equipment

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		
	$	**39,999.09**

Capital Outlay- Vehicles

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)		
	$	**80,808.90**

Major Expenditures $ 3,811,775.19 97% of the total expenditures of $3,914,499.19

Large Expenditures

M.L. Albright & Sons, Inc.	$	194,626.37
Pay App 2 for the Palouse Mall AC Water Main Project		
Big Sky Development, Inc.	$	30,817.33
Pay App #6 for Lilly Street Reconstruction Project		
Concrete Conservation, LLC	$	47,800.00
Spectra Shield Install		
Dell Marketing, L.P.	$	81,120.54
FY24 Dell Computer Order		
T M L Construction, Inc.	$	229,949.88
Pay App 13 for Booster Stations Phase II		
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)		
Total:	$	665,123.02

RECEIPTS REPORT FOR DECEMBER 2023

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
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**

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 16, 2024

AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

DESCRIPTION

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on January 8th, 20243 and recommended for approval.

PROPOSED ACTIONS

ACTION: Accept the FY2024 First Quarter Financial Report.

STAFF RECOMMENDATION

Accept the FY2024 First Quarter Financial Report (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

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

	Fund	Original Budget	Final Budget	31-Dec-2023	December-23 YTD	Percent of Year 25% Budget to Actual To Date
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 Construciton 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 Construciton 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: Tuesday, January 16, 2024

AGENDA ITEM TITLE

Winterfest Alcohol Use Request in Entertainment District - 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

This item was reviewed, and recommended for approval by the Public Works/Finance Committee on January 8, 2024.

PROPOSED ACTIONS

ACTION: Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of the Entertainment District for Moscow Winterfest for the duration of the event.

STAFF RECOMMENDATION

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.

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.
3. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time they reasonably determine that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or designee to terminate all or part of the Permitted Event.

Vendor:

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

3. Every licensed vendor, shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.
4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the Community Events Division no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell beer and/or wine.
5. The City shall play no role in determining which 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

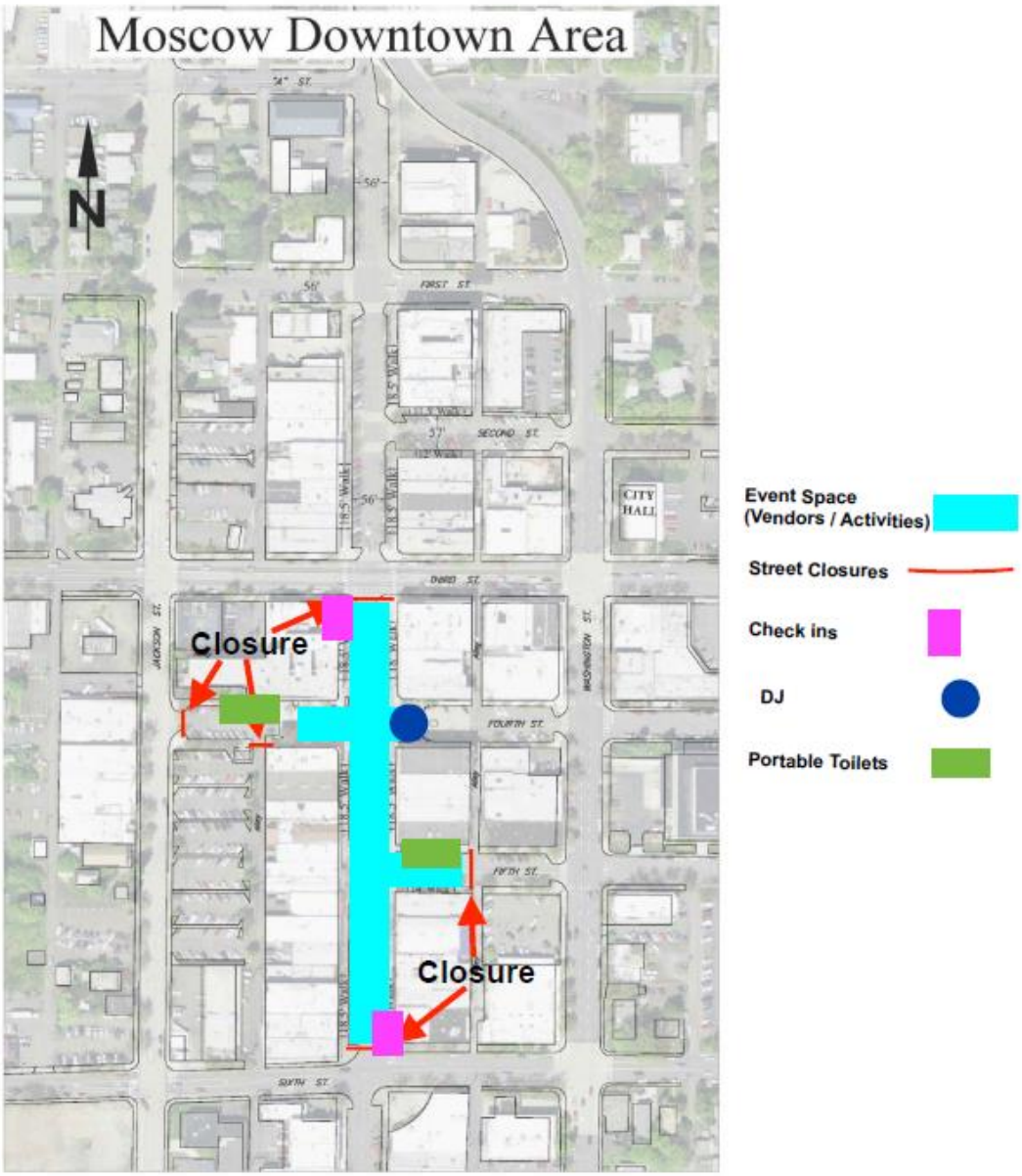
CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____ _____, 2024 and attest to the Mayor's signature.

_____
Laurie M. Hopkins, City Clerk

DRAFT

Attachment "A"

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 Title10, 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 ☐

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.

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 aplified 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.).

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.

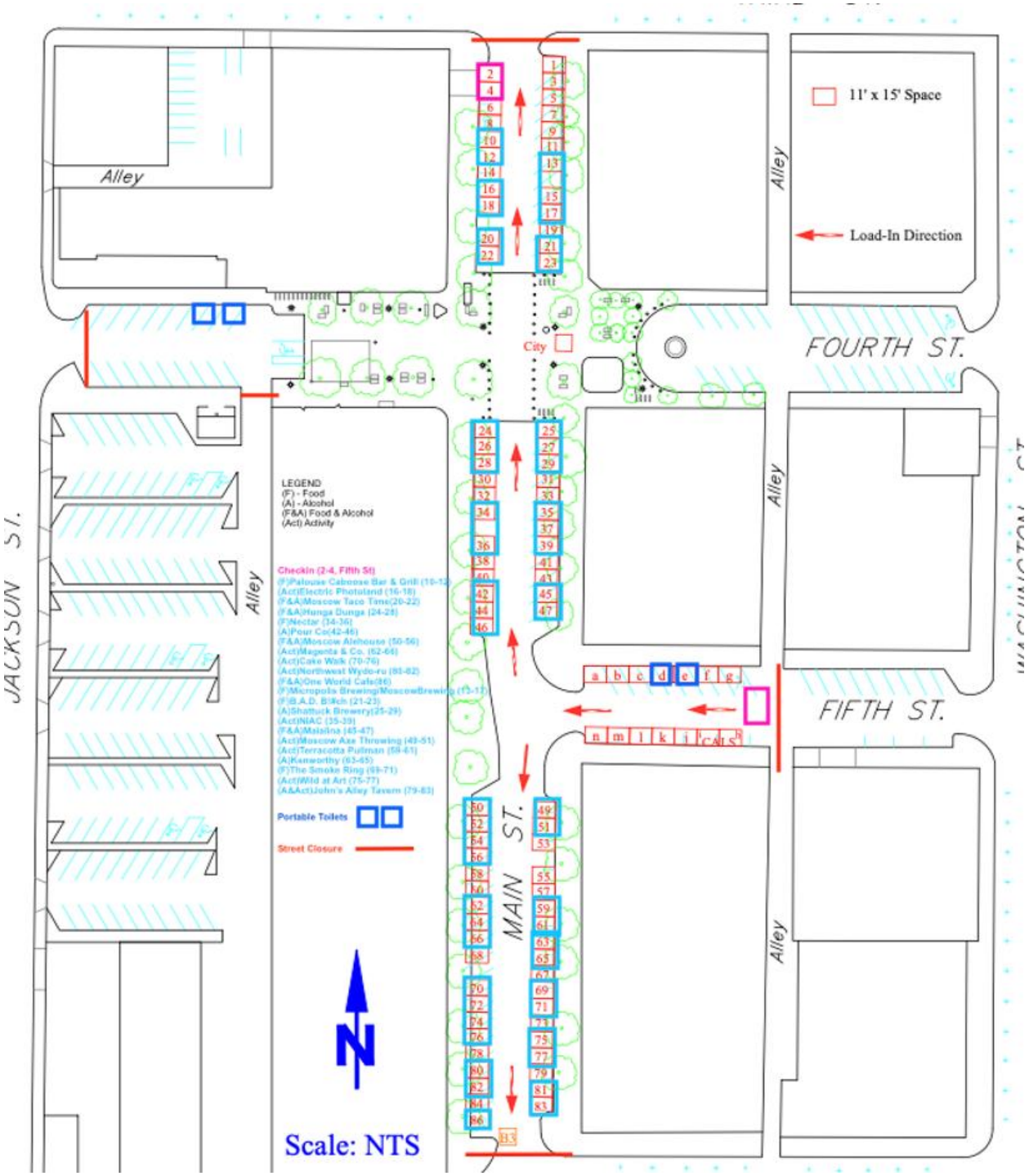
EVENT SPONSOR NON-ELECTRONIC SIGNATURE: _____

(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: 11/28/2023	Fees Due: _____	Fees Paid: _____


11' x 15' Space
Load-In Direction
Alley
Alley
Alley
Alley
FOURTH ST.
FIFTH ST.
MAIN ST.
JACKSON ST.
City
LEGEND
(F) - Food
(A) - Alcohol
(F&A) Food & Alcohol
(Act) Activity
Portable Toilets
Street Closure
Scale: NTS

LEGEND
(F) - Food
(A) - Alcohol
(F&A) Food & Alcohol
(Act) Activity
Checkin (2-4, Fifth St)
(F)Palouse Caboose Bar & Grill (10-12)
(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)Kenworthy (63-65)
(F)The Smoke Ring (69-71)
(Act)Mild at Art (75-77)
(A&Act)John's Alley Tavern (79-83)
Portable Toilets
Street Closure

MOSCOW
Winterfest
5 OZ

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	CONTACT NAME: Amanda Nelson
Troy Insurance Agency Inc 1822 18th Ave P.O. Box 796 Lewiston ID 83501	PHONE (A/C, No, Ext): (208) 743-3541 FAX (A/C, No): (208) 743-3542 E-MAIL ADDRESS: amtroy@troyins.com

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

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

COVERAGES **CERTIFICATE NUMBER:** 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.

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

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

CITY OF MOSCOW IS LISTED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY REFERENCED ABOVE 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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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 Cente

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 85dBA 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 4, 2023 13:46 MST)

Moscow Police Department — (●) Approve ( ) Deny

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 — (●) Approve ( ) Deny

David R. Schott (Nov 29, 2023 10:24 PST)

Parks and Recreation Department — (●) Approve ( ) Deny

Kyle Rainer (Nov 29, 2023 13:51 PST)

Community Development-Engineering Division — (●) Approve ( ) Deny

Public Works-Environmental Services Division — (●) Approve ( ) Deny

Steven Schulte (Nov 29, 2023 14:17 PST)

Public Works-Streets Department — (●) Approve ( ) Deny

Street closure required? (●) Yes ( ) No ( ) N/A — ***ITD permit required?*** ( ) Yes* (●) No ( ) N/A

**Application will remain pending until ITD grants applicant a permit*

Time of street closure? 9 am - 6 pm (Start / End) — ***Fees?*** $154.00 — Daytime ( ) Nightime (●)

Laura Perrigo (Dec 4, 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.

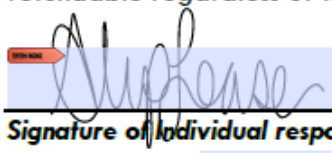
Event Name: Moscow Winterfest **Event Date(s):** February 3, 2024

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: Tuesday, January 16, 2024

AGENDA ITEM TITLE

Idaho Commission on the Arts Grant Application: Public Programs in the Arts - 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. This was reviewed by the Public Works/Finance Committee on January 8, 2024 and recommended for approval.

REVIEWED BY

Grants Manager, Deputy City Supervisor, City Supervisor

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Approve 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

Opportunities

Current Applications

Any previously created applications, for this opportunity, appear below. To start a new application for this opportunity, Click the Start a New Application link or to copy data from an old application, click on the Copy Existing Application link.

ID	Application Title	Status
	No existing applications	

Opportunity Details

Copy Existing Application | Start a New Application

08595-Public Programs in the Arts - FY 2025

Entry Track / PPA
Application Deadline: 01/31/2024 11:59 PM

Award Amount Range:	Not Applicable	**Program Officer:**	Alison Espindola
Project Start Date:	07/01/2024	**Phone:**	208-334-2119 x
Project End Date:	06/30/2025	**Email:**	alison.espindola@arts.idaho.gov
Award Announcement Date:			

Description

Description

Purpose

This annual grant opportunity supports Idaho's established arts organizations that provide public programs in the arts. These programs represent the highest
standards of excellence, engage the public, encourage community access, education and participation in the arts and follow best practices in business management and administration. An organization must first apply in Entry Track before being eligible for PPA as determined by staff and panel recommendation.

Process

Applications are adjudicated by a panel of community arts professionals. Award amounts depend on available funds. A final report is due by July 31, which must then be approved for the grantee to remain eligible for future funding.

Amount

Grant amounts are based on a funding formula that includes a panel review assessment, organizational budget, and past Commission funding.

Program Dates

July 1, 2023 – June 30, 2024

Eligibility and Restrictions

- Applicant must be a nonprofit, IRS tax exempt 501(c)(3) organization; or be a unit of local, county, tribal, or state government, including schools and school districts. Nonprofit organizations must have a valid 501(c)(3) Determination Letter with an effective date at least three years prior to the grant application deadline date
- Applicant must provide a Unique Entity Identifier (UEI)
- Applicant must have a minimum of a three-year program history as of the grant application deadline date
- Applicant must compensate professional artists and administrators
- The organization's primary purpose must be the production, presentation, or support of the arts and it must demonstrate a history of maintaining high artistic standards
- Applicant must have completed at least one year of Entry Track funding and have received notification of PPA status
- Final reports for past Commission grants and awards must be submitted and approved

PPA CYCLE

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

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

(cycle repeats)

Evaluation Criteria

Artistic Merit (40 points)

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

Community Involvement and Access (40 points)

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

Management (20 points)

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

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Application

Application: 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

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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:

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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

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COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 16, 2024

AGENDA ITEM TITLE

Professional Service Prequalification Process Master Agreements Approval - 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.

This was reviewed by the Public Works/Finance Committee on January 8, 2024, and recommended for approval.

REVIEWED BY

Public Works / Finance Committee

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Approve the 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 Sevices (Engineering) Template

Professional Services Roster

Firm	Category
ADC Wastwater Engineering	1, 2
Alta Engineering	1, 2, 3
Ardurra	1, 2
Consor	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 Parities.

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	ENGINEER
City of Moscow	Name of Engineer Company
Engineering Manager	Name of Contact
206 East Third Street	Street
PO Box 9203	City, State, Zip
Moscow, ID 83843	

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 of written, whether previous to the execution hereof or contemporaneous herewith.

21. Appropriations and Approval:

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

_____
Name of signing party

_____
Date

CITY
City of Moscow, Idaho

_____
Arthur D. Bettge, Mayor

_____
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 _____

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 16, 2024

AGENDA ITEM TITLE

Selective Traffic Enforcement Program – Grant Application - Alisa Anderson / Eric Warner

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S)

Eric Warner

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 three 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. This item was reviewed by the Public Works/Finance Committee on January 8, 2024, and recommended for approval.

REVIEWED BY

Public Works/Finance Committee

PROPOSED ACTIONS

ACTION: Approval for the Moscow Police Department to apply for the Selective Traffic Enforcement Program requesting grant funding assistance of $121,000 for FY2025.

STAFF RECOMMENDATION

Approve 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, which includes 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: Tuesday, January 16, 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: Approve the RFQ and agreements, amend RFQ and agreements, or take other action deemed appropriate.

STAFF RECOMMENDATION

Approve 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. 2023_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, or those who are Nez Perce or Coeur d'Alene tribal members and/or have a significant Idaho economic presence, with secondary preference given to those artists who live in Asotin County or Whitman County. 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

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Mural at Jackson & A

Moscow, ID

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 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. **Selection Criteria**
   <u>Artist Qualifications</u>
   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.

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Mural at Jackson & A

Moscow, ID

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 a presentation of the proposed site-specific design to the Selection Panel either in person or via virtual conference.
5. **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

   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.

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Mural at Jackson & A

Moscow, ID

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:
    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.

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Mural at Jackson & A

Moscow, ID

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 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.

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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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Mural at Jackson & A

Moscow, ID

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

Mural at Jackson & A

Moscow, ID

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

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

_____
Artist TBD

CITY

_____
Arthur D. Bettge, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

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

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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

By: _____
Artist TBD

CITY

City of Moscow, Idaho

_____
Arthur D. Bettge, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

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

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Attachment “B”
ARTIST Proposal

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COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 16, 2024

AGENDA ITEM TITLE

Replacement of Ordinances and a Resolution related to the annexation of property located at 2216 South Main Street (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

On December 18, 2023, City Council approved Ordinance 2023-10, Ordinance 2023-11, and Resolution 2023-28, which pertained to the annexation, Comprehensive Plan land use designation, and zoning designation for a 7.98-acre property located at 2216 South Main Street. The City was subsequently contacted by the Idaho State Tax Commission who indicated that the legal description which was provided by the applicant and inserted into Ordinance 2023-10 incorrectly listed Township 35, whereas the correct Township is 39. The Idaho State Tax Commission requested a correction be made to the legal description followed by a re-recording of the Ordinance and resubmission to the State Tax Commission. Since the same legal description which contained the incorrect Township was also used within Ordinance 2023-11 and Resolution 2023-28, staff has corrected the legal description in all three documents for the Council's consideration.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS:

1. Approve the proposed Ordinance replacing Ordinance 2023-10 under suspension of the rules requiring three complete and separate readings and that it be read by title, published by summary; or take other action deemed appropriate.
2. Approve the proposed Resolution replacing Resolution 2023-28; or take such other action deemed appropriate.
3. Approve the proposed Ordinance replacing Ordinance 2023-11 under suspension of the rules requiring three complete and separate readings and that it be read by title, published by summary; or take other action deemed appropriate.

STAFF RECOMMENDATION

1. Approve the proposed Ordinance replacing Ordinance 2023-10 under suspension of the rules requiring three complete and separate readings and that it be read by title, published by summary.
2. Approve the proposed Resolution replacing Resolution 2023-28.
3.Approve the proposed Ordinance replacing Ordinance 2023-11 under suspension of the rules requiring three complete and separate readings and that it be read by title, published by summary.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ordinance 2024 - Fountains Annexation_correction_final
2. Resolution 2024- Fountains Comp Plan_correction_final
3. Ordinance 2024 - Fountains Rezone_correction_final
4. 4626 Legal Description Annexation 01102024_A1
5. Ordinance 2023-10 Fountains Annexation (Cohen) (632428)
6. Ordinance 2023-11 Fountains Rezone (Cohen) (632429)
7. Resolution 2023-28 Fountains Comprehensive Plan Designation (Cohen)

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AUTHORIZING THE REPEAL AND REPLACEMENT OF ORDINANCE 2023-10 TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION AND PROVIDING THAT LAND DESCRIBED IN SECTION 2 OF THIS ORDINANCE BE ANNEXED TO THE CITY OF MOSCOW; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the land described in Section 2 of this Ordinance, generally shown on Exhibit "A" attached hereto and incorporated by this reference, is adjacent to City limits on at least one (1) side; and

WHEREAS, the owner of a seven point nine eight (7.98) acre parcel, TATKINMAH LLC, has requested to be annexed into the City of Moscow; and

WHEREAS, Idaho Code Section 50-222 authorizes City annexation of tracts of land adjacent to the City; and

WHEREAS, the Moscow Planning and Zoning Commission held a public hearing regarding this matter on November 15, 2023; and

WHEREAS, the Moscow Mayor and City Council held a public hearing regarding this matter on December 18, 2023 where Ordinance 2023-10 was passed by City Council and approved by the Mayor; and

WHEREAS, upon passage and approval, the City Clerk provided Ordinance 2023-10 to the Idaho State Tax Commission pursuant to Idaho Code Section 63-215; and

WHEREAS, the Idaho State Tax Commission determined that the legal description contained within Ordinance 2023-10 incorrectly listed Township 35, whereas the correct Township is 39; and

WHEREAS, the Idaho State Tax Commission requested a correction be made to the legal description followed by a re-recording of the Ordinance and resubmission to the State Tax Commission in compliance with Idaho Code Section 63-215 and IDAPA Rule 35.01.03; and

WHEREAS, per the Idaho State Tax Commission's request, City staff has revised the legal description in accordance with the Idaho State Tax Commission's request within this proposed Ordinance;

NOW THEREFORE, be it ordained by the Mayor and Council of the City of Moscow as follows:

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

SECTION 2: LEGAL DESCRIPTION.
This Ordinance shall apply to the following described lands in Moscow, Latah County, Idaho, generally shown on Exhibit "A", to-wit:

A tract of land located in Section 19, Township 39 North, Range 5 West, Boise Meridian, 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, 543.45 feet, to a point on the City of Moscow Corporate Boundary, City of Moscow Ordinance 2023-01, Instrument #627343, Latah County records, and 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 continuing along said east line, S01°06'54"W, 571.99 feet, to a point on the north line of a parcel described in Warranty Deed, Instrument #618608;
Thence leaving said east line and continuing along said parcel 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 feet;
Thence N40°12'46"W, 182.72 feet;
Thence S88°10'42"W, 163.59 feet, to a point on the east right-of-way of U.S. Highway 95;
Thence along said right-of-way, N10°02'43"E, 329.88 feet, to the northwest corner of a parcel described in Warranty Deed, Instrument #623327, Latah County Records;
Thence leaving said east right-of-way and along the north line of said parcel, S60°25'36"E, 88.67 feet, to a point on the west line of the parcel described in said Trustees' Deed, Instrument #553985;
Thence, S60°25'31"E, 58.13 feet, to a point on the west line of a parcel described in Trustees' Deed, Instrument #553983;
Thence along the west line of said parcel the following four (4) courses:
N09°36'37"E, 200.00 feet;
Thence N01°15'20"E, 38.70 feet;
Thence N01°42'31"E, 51.92 feet;
Thence N02°01'52"E, 5.77 feet, to the northwest corner of said parcel;
Thence along the north line of said parcel, S89°12'59"E, 302.30 feet, to a point on said City of Moscow Corporate Boundary;
Thence along said Corporate Boundary the following two (2) courses:
S00°03'15"W, 100.00 feet;
Thence S89°56'45"E,100.00 feet, to the Point of Beginning.

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Said tract contains 7.98 acres, more or less.

SECTION 3: ANNEXATION. The land described in Section 2 of this Ordinance shall be and the same hereby is annexed to the City of Moscow, Idaho and declared a part of the City of Moscow, Idaho; and the City Engineer is hereby ordered to make the necessary amendments to the official maps of the City of Moscow which are on file at 504 South Washington Street, Moscow, Idaho.

SECTION 4: Ordinance 2023-10 is hereby repealed and replaced with this Ordinance.

SECTION 5: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 6: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED on Motion by the Following Vote:

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

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

_____
Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____ _____, 2024 and attest to the Mayor's signature.

_____
Laurie M. Hopkins, City Clerk

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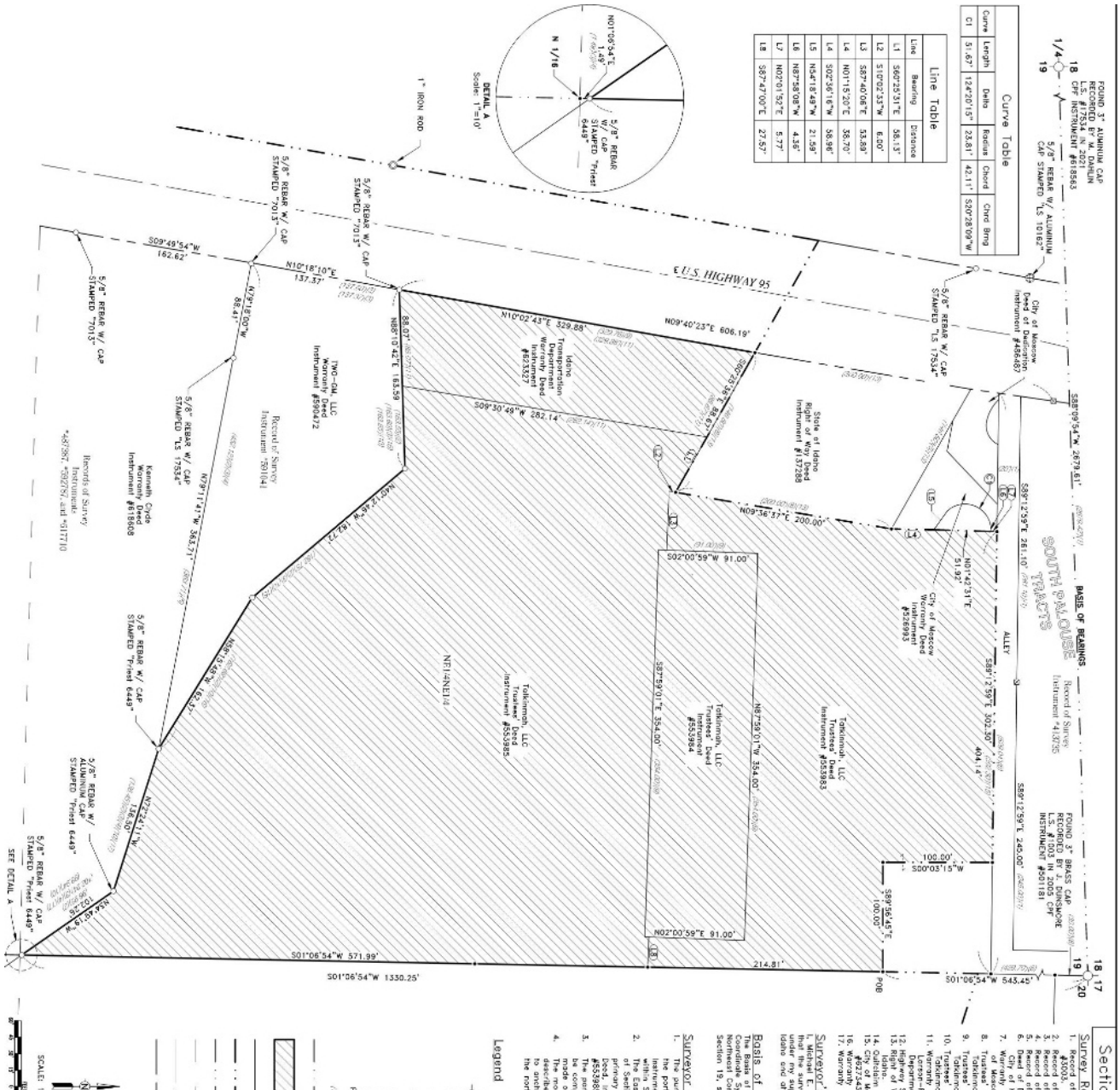
EXHIBIT "A"


Section 19, T39N, R5W, BM
Survey References:
Basis of Bearings
Surveyor's Certificate
Surveyor Narrative
Legend
Curve Table
Line Table
DETAIL A
Scale: 1"=10'
BASIS OF BEARINGS
SOUTH PALOUSE TRACTS
ALLEY
E U.S. HIGHWAY 95
S89°09'54"W 2679.61'
S89°12'59"E 261.10'
S89°12'59"E 245.00'
S89°12'59"E 302.30'
S89°12'59"E 404.14'
N09°40'23"E 606.19'
N01°42'31"E 51.92'
N09°36'37"E 200.00'
S00°00'59"W 91.00'
S89°59'01"E 354.00'
N87°59'01"W 354.00'
N02°00'59"E 91.00'
S89°56'45"E 100.00'
S00°03'15"W 100.00'
S01°06'54"W 1330.25'
S01°06'54"W 571.99'
S01°06'54"W 543.45'
214.81'
N10°02'43"E 329.88'
S09°30'48"W 282.14'
N08°10'42"E 153.59'
N10°18'10"E 137.37'
S09°49'54"W 162.62'
N79°11'47"W 363.71'
N79°24'11"W 186.93'
S10°59'45"W 102.50'
N89°56'45"W 189.77'
N89°56'45"W 189.77'
NE1/4NE1/4
1" IRON ROD
5/8" REBAR W/ CAP STAMPED "7013"
5/8" REBAR W/ CAP STAMPED "LS 17534"
5/8" REBAR W/ CAP STAMPED "Priest 6449"
5/8" REBAR W/ ALUMINUM CAP STAMPED "LS 10162"
5/8" REBAR W/ ALUMINUM CAP STAMPED "Priest 6449"
SEE DETAIL A
FOUND 3" ALUMINUM CAP RECORDED BY M. DAHLIN CPF INSTRUMENT #618563
FOUND 3" BRASS CAP RECORDED BY L.S. #1003 IN 2005 CPF INSTRUMENT #501181
City of Moscow Deed of Dedication Instrument #486487
Record of Survey Instrument #413735
Idaho Transportation Department Warranty Deed Instrument #623327
State of Idaho Right-of-Way Deed Instrument #137288
TWO-GM, LLC Warranty Deed Instrument #590472
Kenneth Clyde Warranty Deed Instrument #618608
City of Moscow Warranty Deed Instrument #526993
Talkinmoh, LLC Trustees' Deed Instrument #553983
Talkinmoh, LLC Trustees' Deed Instrument #553984
Talkinmoh, LLC Trustees' Deed Instrument #553985
Records of Survey Instrument #501044
Records of Survey Instrument #482867, #502767, and #511710
Found Monument as Described
Set 5/8" Diameter Rebar w/ Aluminum Cap Stamped "PLS 17534"
Found 5/8" Diameter Rebar
Set 1/2" Diameter Rebar w/ Plastic Cap Stamped "Easement PLS 17534"
Record Monument Not Found
Calculated Position
POB Point of Beginning
Record Data – See Survey References
City of Moscow Corporate Boundary – Existing
Tract to be Annexed into City of Moscow Corporate Boundary
Lot Line
City of Moscow Incorporation Boundary
Section Line
Section Subdivision Line
Centerline
Right-of-Way
SCALE: 1"=60'
NO.
AT THE REQUEST OF:
DATE & HOUR:
JULIE FRY
LATAH COUNTY RECORDER
FEE $
BY

RESOLUTION 2024-

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE REPEAL AND REPLACEMENT OF RESOLUTION 2023-28 TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION AND AUTHORIZING THE COMPREHENSIVE PLAN LAND USE DESIGNATION OF A SEVEN POINT NINE EIGHT (7.98) ACRE PROPERTY ANNEXED INTO THE CITY OF MOSCOW, LEGALLY DESCRIBED IN SECTION 1 OF THIS RESOLUTION, AS AUTO-URBAN COMMERCIAL; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, TATKINMAH LLC, the owner of a seven point nine eight (7.98) acre parcel generally shown on Exhibit "A" attached hereto and incorporated by this reference, has requested to be annexed into the City of Moscow; and

WHEREAS, in accordance with Idaho Code § 50-222 and Idaho Code Title 67, Chapter 65, the City must determine the appropriate Comprehensive Plan Land Use Designation for the subject property upon annexation; and

WHEREAS, the subject property is currently located within the City of Moscow Area of City Impact and is designated as Auto-Urban Commercial upon the City of Moscow Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission, after conducting a duly noticed public hearing on November 15, 2023, recommended that the Comprehensive Plan Land Use Designation of the subject property be Auto-Urban Commercial upon annexation into the City of Moscow; and

WHEREAS, the Moscow City Council conducted a public hearing on December 18, 2023, and passed a motion to approve the designation of the subject property as Auto-Urban Commercial upon Annexation, and Resolution 2023-28 was passed by City Council and approved by the Mayor; and

WHEREAS, after the approval of Resolution 2023-28 it was later discovered that the applicant had incorrectly listed Township 35 within the legal description that was relied upon and included in the Resolution, whereas the correct Township is 39; and

WHEREAS, City staff has revised the legal description to accurately list Township 39 within this proposed Resolution;

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

SECTION 1: That the Comprehensive Plan Land Use Designation of the seven point nine eight (7.98) acre property legally described below, and generally shown on Exhibit "A", be designated as Auto-Urban Commercial upon annexation into the City of Moscow, Idaho.

A tract of land located in Section 19, Township 39 North, Range 5 West, Boise Meridian, 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, 543.45 feet, to a point on the City of Moscow Corporate Boundary, City of Moscow Ordinance 2023-01, Instrument #627343, Latah County records, and 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 continuing along said east line, S01°06'54"W, 571.99 feet, to a point on the north line of a parcel described in Warranty Deed, Instrument #618608;
Thence leaving said east line and continuing along said parcel 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 feet;
Thence N40°12'46"W, 182.72 feet;
Thence S88°10'42"W, 163.59 feet, to a point on the east right-of-way of U.S. Highway 95;
Thence along said right-of-way, N10°02'43"E, 329.88 feet, to the northwest corner of a parcel described in Warranty Deed, Instrument #623327, Latah County Records;
Thence leaving said east right-of-way and along the north line of said parcel, S60°25'36"E, 88.67 feet, to a point on the west line of the parcel described in said Trustees' Deed, Instrument #553985;
Thence, S60°25'31"E, 58.13 feet, to a point on the west line of a parcel described in Trustees' Deed, Instrument #553983;
Thence along the west line of said parcel the following four (4) courses:
N09°36'37"E, 200.00 feet;
Thence N01°15'20"E, 38.70 feet;
Thence N01°42'31"E, 51.92 feet;
Thence N02°01'52"E, 5.77 feet, to the northwest corner of said parcel;
Thence along the north line of said parcel, S89°12'59"E, 302.30 feet, to a point on said City of Moscow Corporate Boundary;
Thence along said Corporate Boundary the following two (2) courses:
S00°03'15"W, 100.00 feet;
Thence S89°56'45"E,100.00 feet, to the Point of Beginning.

Said tract contains 7.98 acres, more or less.

SECTION 2: Resolution 2023-28, is repealed and replaced with this Resolution.

SECTION 3: SEVERABILITY. Provisions of this Resolution shall be deemed severable and the invalidity of any provision of this Resolution shall not affect the validity of the remaining provisions.

SECTION 4: EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

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

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

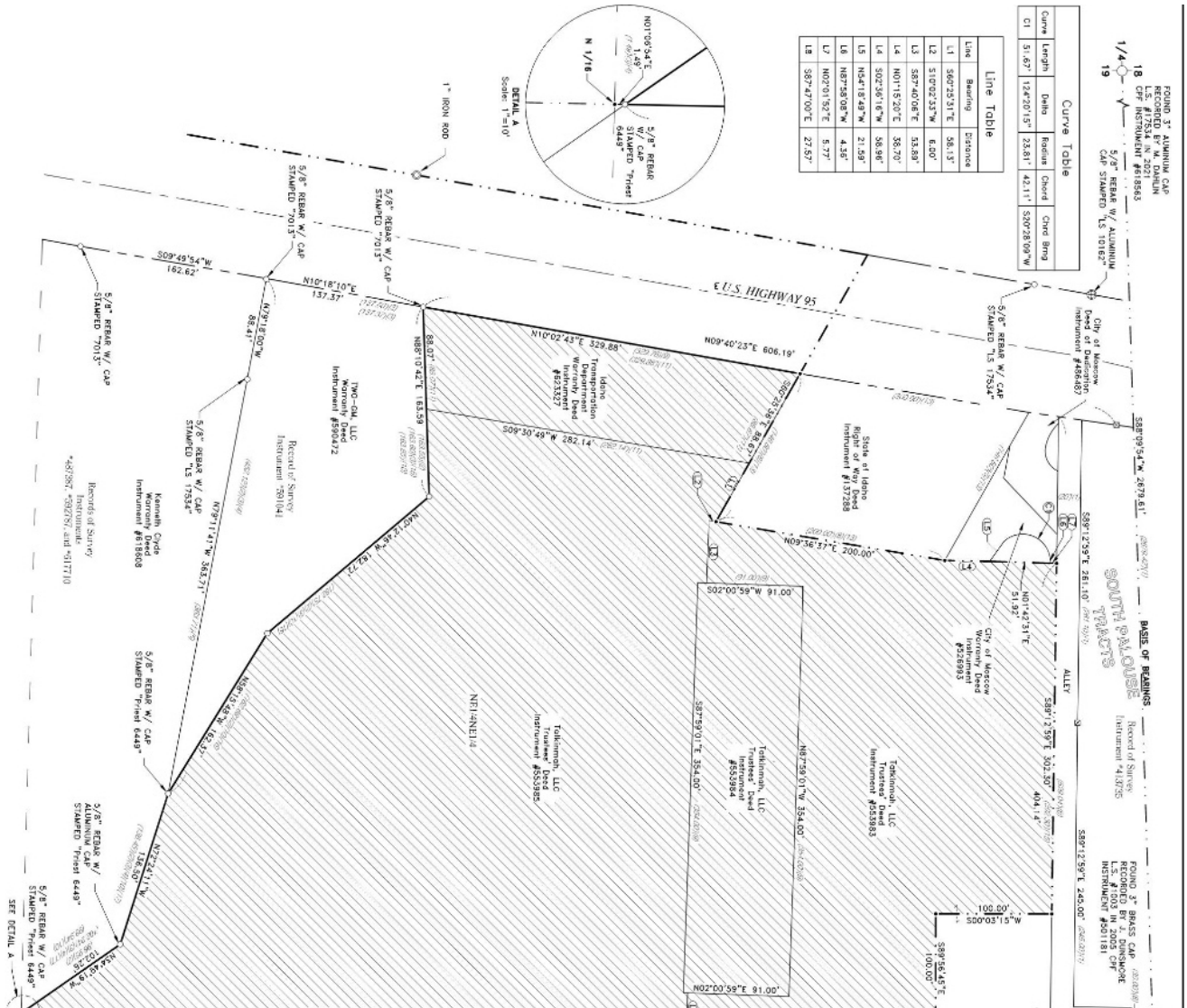
_____
Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of the 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

DRAFT

EXHIBIT "A"


Section 19, T39N, R5W, BM
Survey References:
Basis of Bearings
Surveyor's Certificate
Surveyor Narrative
Legend
SOUTH PALOUSE TRACTS
BASIS OF BEARINGS
E U.S. HIGHWAY 95
ALLEY
POB
Lot Line
City of Moscow Incorporation Boundary
Section Line
Section Subdivision Line
Centerline
Right-of-Way
DATE & HOUR:
JULIE FRY
LATAH COUNTY RECORDER
FEE $
BY

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AUTHORIZING THE REPEAL AND REPLACEMENT OF ORDINANCE 2023-11 TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION AND PROVIDING FOR THE REZONING OF A SEVEN POINT NINE EIGHT (7.98) ACRE PROPERTY, DESCRIBED IN SECTION 2 OF THIS ORDINANCE, FROM AGRICULTURE FORESTRY (AF) AND INDUSTRIAL (I) TO MOTOR BUSINESS (MB); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the land described in Section 2 of this Ordinance, generally shown on Exhibit "A" attached hereto and incorporated by this reference, is located within the Moscow Area of City Impact; and

WHEREAS, the land described in Section 2 of this Ordinance is currently zoned Agriculture Forestry (AF) and Industrial (I); and

WHEREAS, the proposed change is to adopt the Motor Business (MB) Zone designation; and

WHEREAS, the proposed changes for the property described is consistent with the 2019 Comprehensive Plan; and

WHEREAS, the proposed uses that would be allowed by the proposed zoning are consistent and compatible with the surrounding land uses and provide for the logical, orderly and efficient development of the subject property; and

WHEREAS, on November 15, 2023, the Moscow Planning and Zoning Commission held a duly noticed public hearing and recommended approval of zoning the subject property MB; and

WHEREAS, the Moscow City Council conducted a duly noticed public hearing and passed a motion to approve this rezoning on December 18, 2023 where Ordinance 2023-11 was passed by City Council and approved by the Mayor; and

WHEREAS, upon the recordation of Ordinance 2023-11 it was later discovered that the applicant had incorrectly listed Township 35 within the legal description that was relied upon and included in the Ordinance, whereas the correct Township is 39; and

WHEREAS, City staff has revised the legal description to accurately list Township 39 within this proposed Ordinance;

NOW THEREFORE, be it ordained by the Mayor and Council of the City of Moscow as follows:

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

SECTION 2: LEGAL DESCRIPTION.
This Ordinance shall apply to the following described lands in Moscow, Latah County, Idaho, generally shown on Exhibit "A", to-wit:

A tract of land located in Section 19, Township 39 North, Range 5 West, Boise Meridian, 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, 543.45 feet, to a point on the City of Moscow Corporate Boundary, City of Moscow Ordinance 2023-01, Instrument #627343, Latah County records, and 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 continuing along said east line, S01°06'54"W, 571.99 feet, to a point on the north line of a parcel described in Warranty Deed, Instrument #618608;
Thence leaving said east line and continuing along said parcel 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 feet;
Thence N40°12'46"W, 182.72 feet;
Thence S88°10'42"W, 163.59 feet, to a point on the east right-of-way of U.S. Highway 95;
Thence along said right-of-way, N10°02'43"E, 329.88 feet, to the northwest corner of a parcel described in Warranty Deed, Instrument #623327, Latah County Records;
Thence leaving said east right-of-way and along the north line of said parcel, S60°25'36"E, 88.67 feet, to a point on the west line of the parcel described in said Trustees' Deed, Instrument #553985;
Thence, S60°25'31"E, 58.13 feet, to a point on the west line of a parcel described in Trustees' Deed, Instrument #553983;
Thence along the west line of said parcel the following four (4) courses:
N09°36'37"E, 200.00 feet;
Thence N01°15'20"E, 38.70 feet;
Thence N01°42'31"E, 51.92 feet;
Thence N02°01'52"E, 5.77 feet, to the northwest corner of said parcel;
Thence along the north line of said parcel, S89°12'59"E, 302.30 feet, to a point on said City of Moscow Corporate Boundary;
Thence along said Corporate Boundary the following two (2) courses:
S00°03'15"W, 100.00 feet;
Thence S89°56'45"E,100.00 feet, to the Point of Beginning.

Said tract contains 7.98 acres, more or less.

SECTION 3: ZONING. That the property described in Section 2 of this Ordinance shall be and the same hereby is zoned Motor Business (MB); and, the City Engineer is hereby ordered to make the necessary amendments to the official maps of the City of Moscow which are on file at 504 South Washington Street, Moscow, Idaho.

SECTION 4: Ordinance 2023-11 is hereby repealed and replaced with this Ordinance.

SECTION 5: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 6: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED on Motion by the Following Vote:

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

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

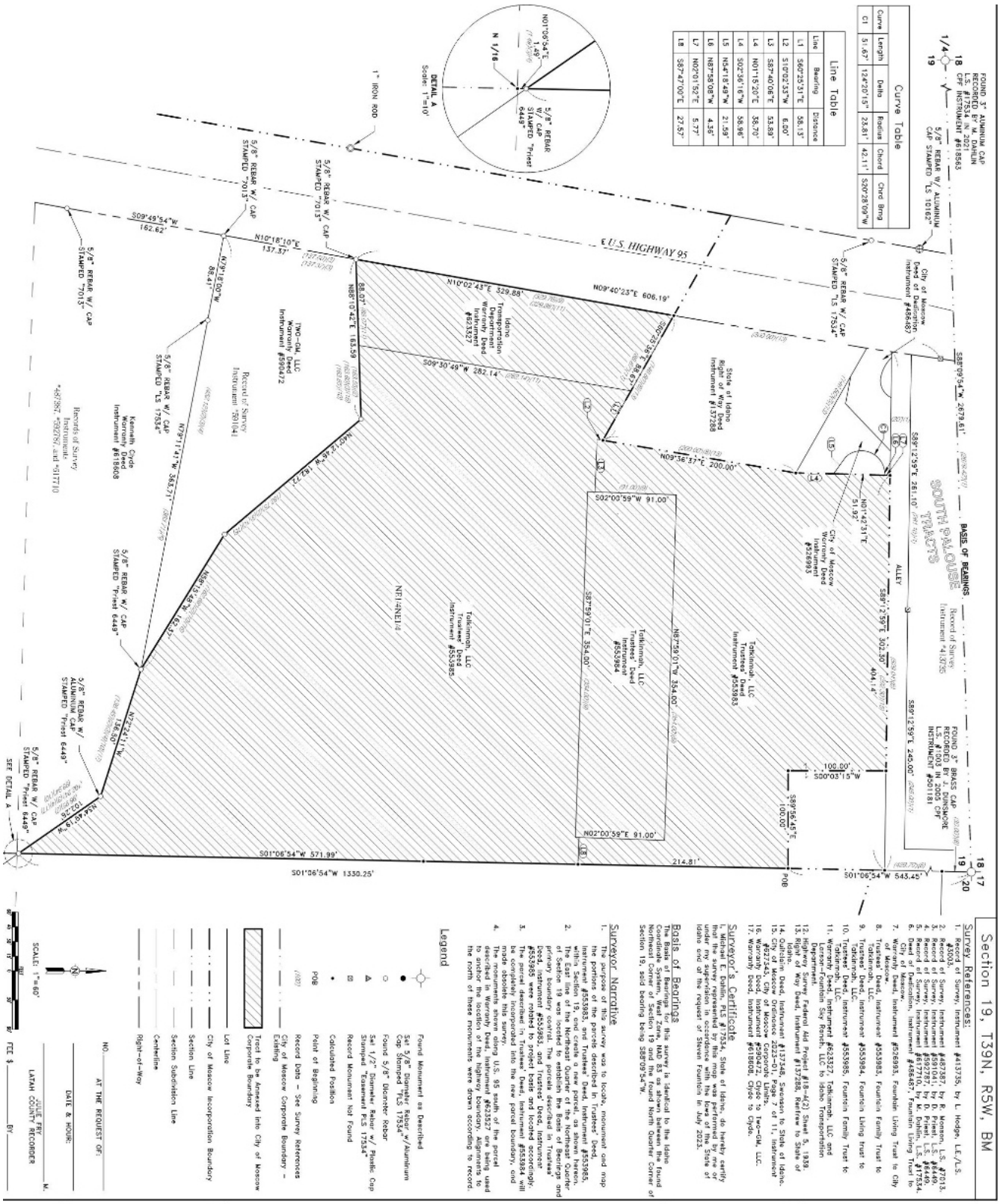
_____
Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____ _____, 2024 and attest to the Mayor's signature.

_____
Laurie M. Hopkins, City Clerk

DRAFT

EXHIBIT "A"


Section 19, T39N, R5W, BM
Survey References:
Basis of Bearings
Surveyor Narrative
Basis of Bearings
Surveyor's Certificate
Legend
Curve Table
Line Table
DETAIL A
Scale: 1"=10'
SOUTH PALOUSE RIVER
E U.S. HIGHWAY 95
ALLEY
1" IRON ROD
5/8" REBAR W/ CAP STAMPED "7013"
5/8" REBAR W/ CAP STAMPED "LS 17534"
5/8" REBAR W/ ALUMINUM CAP STAMPED "LS 10162"
5/8" REBAR W/ CAP STAMPED "Priest 6449"
5/8" REBAR W/ ALUMINUM CAP STAMPED "Priest 6449"
FOUND 3" ALUMINUM CAP RECORDED BY W. DAHLIN LS #10162 CPF #1753/INSTRUMENT #818563
FOUND 3" BRASS CAP RECORDED BY J. DOMINSKE LS #10003 CPF INSTRUMENT #301181
City of Moscow Instrument #486487
Idaho Transportation Department Warranty Deed Instrument #623527
State of Idaho Right of Way Deed Instrument #137288
City of Moscow Warranty Deed Instrument #526993
Talkinmoh, LLC Trustees' Deed Instrument #553983
Talkinmoh, LLC Trustees' Deed Instrument #553984
Talkinmoh, LLC Trustees' Deed Instrument #553985
TWO-GW, LLC Warranty Deed Instrument #590472
Kenneth Clyde Warranty Deed Instrument #618608
Record of Survey Instrument 780104
Records of Survey Instruments *487867, *508787, and *517710
N89°09'54"W 2679.61'
S89°12'59"E 265.00'
S89°12'59"E 261.10'
S89°12'59"E 302.30'
404.14'
N09°40'23"E 606.19'
N10°02'43"E 329.88'
N09°36'37"E 200.00'
N01°14'21"E 51.92'
S00°03'15"W 100.00'
S89°56'45"E 100.00'
S02°00'59"W 91.00'
N02°00'59"E 91.00'
N88°59'01"W 354.00'
S87°59'01"E 354.00'
N88°10'42"E 183.59'
S09°30'49"W 282.14'
N79°11'41"W 363.71'
N72°24'11"W 136.80'
S01°06'54"W 571.99'
S01°06'54"W 1330.25'
S01°06'54"W 545.45'
214.81'
N10°18'10"E 137.37'
S09°49'54"W 162.62'
N79°18'00"W 88.41'
R=34.21.00'
R=61.00'
NE1/4NE1/4
POB
Found Monument as Described
Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
Found 5/8" Diameter Rebar
Set 1/2" Diameter Rebar w/ Plastic Cap Stamped "Easement P.L.S. 17534"
Record Monument Not Found
Calculated Position
Point of Beginning
Record Data – See Survey References
City of Moscow Corporate Boundary – Existing
Tract to be Annexed into City of Moscow Corporate Boundary
Lot Line
City of Moscow Incorporation Boundary
Section Line
Section Subdivision Line
Centerline
Right-of-Way
SCALE: 1"=60'
AT THE REQUEST OF:
DATE & HOUR:
JULIE FRY
LATAH COUNTY RECORDER
FEE $
BY

January 10, 2024

Legal Description for Tatkinmah, LLC and Idaho Transportation Department Properties to be Annexed to the City of Moscow Corporate Boundary by Hodge and Associates

A tract of land located in Section 19, Township 39 North, Range 5 West, Boise Meridian, 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, 543.45 feet, to a point on the City of Moscow Corporate Boundary, City of Moscow Ordinance 2023-01, Instrument #627343, Latah County records, and 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 continuing along said east line, S01°06'54"W, 571.99 feet, to a point on the north line of a parcel described in Warranty Deed, Instrument #618608;
Thence leaving said east line and continuing along said parcel 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 feet;
Thence N40°12'46"W, 182.72 feet;
Thence S88°10'42"W, 163.59 feet, to a point on the east right-of-way of U.S. Highway 95;
Thence along said right-of-way, N10°02'43"E, 329.88 feet, to the northwest corner of a parcel described in Warranty Deed, Instrument #623327, Latah County Records;
Thence leaving said east right-of-way and along the north line of said parcel, S60°25'36"E, 88.67 feet, to a point on the west line of the parcel described in said Trustees' Deed, Instrument #553985;
Thence S60°25'31"E, 58.13 feet, to a point on the west line of a parcel described in Trustees' Deed, Instrument #553983;
Thence along the west line of said parcel the following four (4) courses:
N09°36'37"E, 200.00 feet;
Thence N01°15'20"E, 38.70 feet;
Thence N01°42'31"E, 51.92 feet;
Thence N02°01'52"E, 5.77 feet, to the northwest corner of said parcel;
Thence along the north line of said parcel, S89°12'59"E, 302.30 feet, to a point on said City of Moscow Corporate Boundary;
Thence along said Corporate Boundary the following two (2) courses:
S00°03'15"W, 100.00 feet;
Thence S89°56'45"E,100.00 feet, to the **Point of Beginning**.

Tract contains 7.98 acres, more or less.

PRELIMINARY DRAFT

NO. 632428
AT THE REQUEST OF
City of Moscow
DATE & HOUR
12/19/23 4:01 pm
JULIE FRY
LATAH COUNTY RECORDER
FEE $ 0 BY: R Valdez
deputy

ORDINANCE NO. 2023 – 10

AN ORDINANCE OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING THAT LAND DESCRIBED IN SECTION 2 OF THIS ORDINANCE BE ANNEXED TO THE CITY OF MOSCOW; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the land described in Section 2 of this Ordinance, generally shown on Exhibit "A" attached hereto and incorporated by this reference, is adjacent to City limits on at least one (1) side; and

WHEREAS, the owner of a seven point nine eight (7.98) acre parcel, TATKINMAH LLC, has requested to be annexed into the City of Moscow; and

WHEREAS, Idaho Code Section 50-222 authorizes City annexation of tracts of land adjacent to the City; and

WHEREAS, the Moscow Planning and Zoning Commission held a public hearing regarding this matter on November 15, 2023; and

WHEREAS, the Moscow Mayor and City Council held a public hearing regarding this matter on December 18, 2023;

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

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

SECTION 2: LEGAL DESCRIPTION.
This Ordinance shall apply to the following described lands in Moscow, Latah County, Idaho, to-wit:

A tract of land located in Section 19, Township 35 North, Range 5 West, Boise Meridian, 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, 543.45 feet, to a point on the City of Moscow Corporate Boundary, City of Moscow Ordinance 2023-01, Instrument #627343, Latah County records, and 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 continuing along said east line, S01°06'54"W, 571.99 feet, to a point on the north line of a parcel described in Warranty Deed, Instrument #618608;
Thence leaving said east line and continuing along said parcel 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 feet;
Thence N40°12'46"W, 182.72 feet;
Thence S88°10'42"W, 163.59 feet, to a point on the east right-of-way of U.S. Highway 95;
Thence along said right-of-way, N10°02'43"E, 329.88 feet, to the northwest corner of a parcel described in Warranty Deed, Instrument #623327, Latah County Records;
Thence leaving said east right-of-way and along the north line of said parcel, S60°25'36"E, 88.67 feet, to a point on the west line of the parcel described in said Trustees' Deed, Instrument #553985;
Thence, S60°25'31"E, 58.13 feet, to a point on the west line of a parcel described in Trustees' Deed, Instrument #553983;
Thence along the west line of said parcel the following four (4) courses:
N09°36'37"E, 200.00 feet;
Thence N01°15'20"E, 38.70 feet;
Thence N01°42'31"E, 51.92 feet;
Thence N02°01'52"E, 5.77 feet, to the northwest corner of said parcel;
Thence along the north line of said parcel, S89°12'59"E, 302.30 feet, to a point on said City of Moscow Corporate Boundary;
Thence along said Corporate Boundary the following two (2) courses:
S00°03'15"W, 100.00 feet;
Thence S89°56'45"E,100.00 feet, to the Point of Beginning.

Said tract contains 7.98 acres, more or less.

SECTION 3: ANNEXATION. The land described in Section 2 of this Ordinance shall be and the same hereby is annexed to the City of Moscow, Idaho and declared a part of the City of Moscow, Idaho; and the City Engineer is hereby ordered to make the necessary amendments to the official maps of the City of Moscow which are on file at 504 South Washington Street, Moscow, Idaho.

SECTION 4: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 5: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED on Motion by the Following Vote:

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

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow this 18th day of December, 2023.

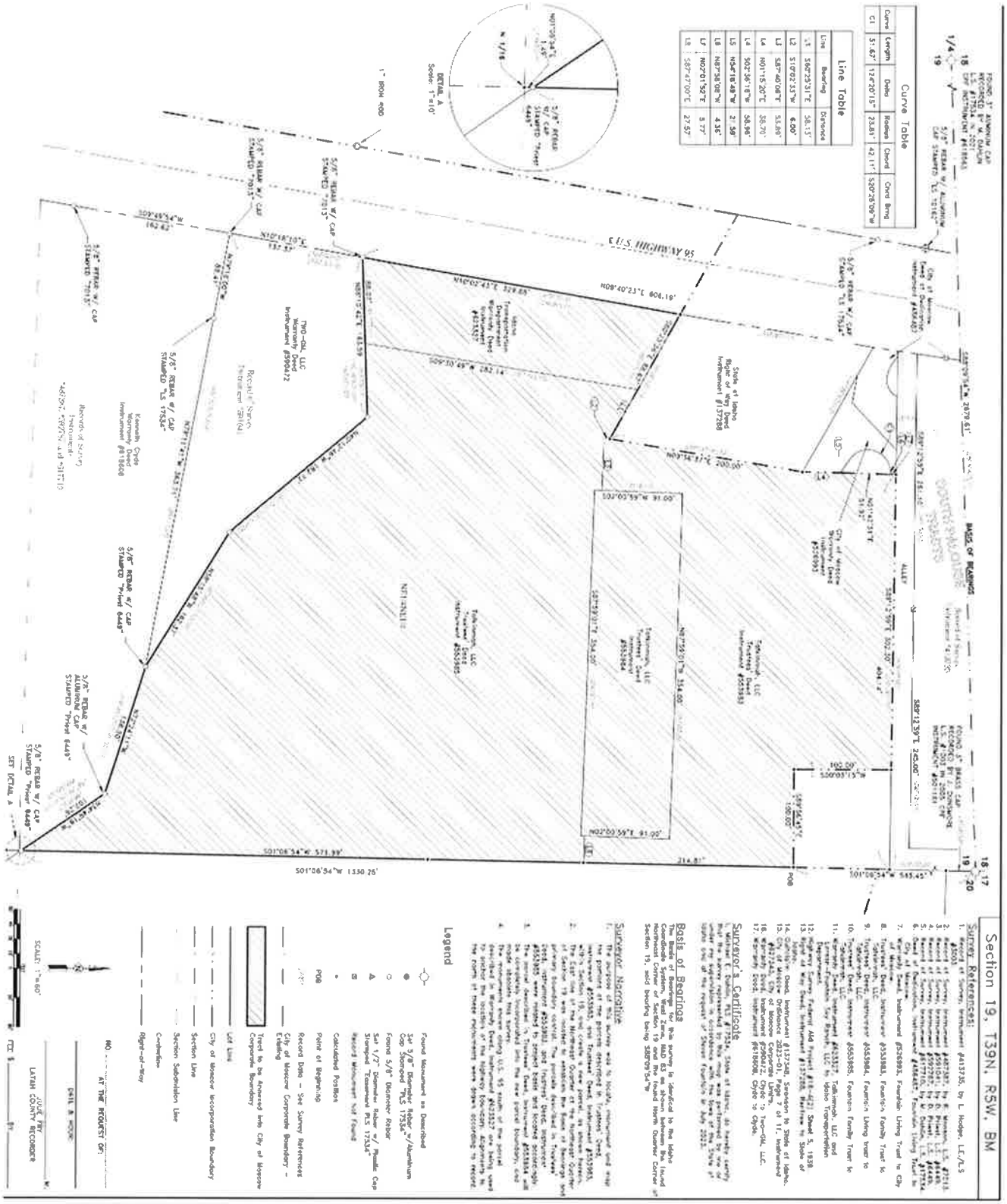
Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on December 18, 2023 and attest to the Mayor's signature.

CITY OF MOSCOW INCORPORATED JULY 12 1887 STATE OF IDAHO

Laurie M. Hopkins, City Clerk

EXHIBIT "A"


Section 19, T39N, R5W, BM
Survey References:
Basis of Bearings
Surveyor's Certificate
Surveyor Narrative
Legend
Curve Table
Line Table
U.S. HIGHWAY 95
BASIS OF BEARINGS
POB
SCALE: 1" = 60'
DATE & HOUR
AT THE REQUEST OF:
LATAH COUNTY RECORDER

NO. 632429
AT THE REQUEST OF
City of Moscow
DATE & HOUR
12/19/23 4:01 pm
JULIE FRY
LATAH COUNTY RECORDER
FEE $ 0 BY: A Valdez
deputy

ORDINANCE NO. 2023 – 11

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF A SEVEN POINT NINE EIGHT (7.98) ACRE PROPERTY, DESCRIBED IN SECTION 2 OF THIS ORDINANCE, FROM AGRICULTURE FORESTRY (AF) AND INDUSTRIAL (I) TO MOTOR BUSINESS (MB); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the land described in Section 2 of this Ordinance, generally shown on Exhibit "A" attached hereto and incorporated by this reference, is located within the Moscow Area of City Impact; and

WHEREAS, the land described in Section 2 of this Ordinance is currently zoned Agriculture Forestry (AF) and Industrial (I); and

WHEREAS, the proposed change is to adopt the Motor Business (MB) Zone designation; and

WHEREAS, the proposed changes for the property described is consistent with the 2019 Comprehensive Plan; and

WHEREAS, the proposed uses that would be allowed by the proposed zoning are consistent and compatible with the surrounding land uses and provide for the logical, orderly and efficient development of the subject property; and

WHEREAS, on November 15, 2023, the Moscow Planning and Zoning Commission held a duly noticed public hearing and recommended approval of zoning the subject property MB; and

WHEREAS, the Moscow City Council conducted a duly noticed public hearing and passed a motion to approve this rezoning on December 18, 2023;

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

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

SECTION 2: LEGAL DESCRIPTION.
This Ordinance shall apply to the following described lands in Moscow, Latah County, Idaho, to-wit:

A tract of land located in Section 19, Township 35 North, Range 5 West, Boise Meridian, 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, 543.45 feet, to a point on the City of Moscow Corporate Boundary, City of Moscow Ordinance 2023-01, Instrument #627343, Latah County records, and 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 continuing along said east line, S01°06'54"W, 571.99 feet, to a point on the north line of a parcel described in Warranty Deed, Instrument #618608;
Thence leaving said east line and continuing along said parcel 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 feet;
Thence N40°12'46"W, 182.72 feet;
Thence S88°10'42"W, 163.59 feet, to a point on the east right-of-way of U.S. Highway 95;
Thence along said right-of-way, N10°02'43"E, 329.88 feet, to the northwest corner of a parcel described in Warranty Deed, Instrument #623327, Latah County Records;
Thence leaving said east right-of-way and along the north line of said parcel, S60°25'36"E, 88.67 feet, to a point on the west line of the parcel described in said Trustees' Deed, Instrument #553985;
Thence, S60°25'31"E, 58.13 feet, to a point on the west line of a parcel described in Trustees' Deed, Instrument #553983;
Thence along the west line of said parcel the following four (4) courses:
N09°36'37"E, 200.00 feet;
Thence N01°15'20"E, 38.70 feet;
Thence N01°42'31"E, 51.92 feet;
Thence N02°01'52"E, 5.77 feet, to the northwest corner of said parcel;
Thence along the north line of said parcel, S89°12'59"E, 302.30 feet, to a point on said City of Moscow Corporate Boundary;
Thence along said Corporate Boundary the following two (2) courses:
S00°03'15"W, 100.00 feet;
Thence S89°56'45"E,100.00 feet, to the Point of Beginning.

Said tract contains 7.98 acres, more or less.

SECTION 3: ZONING. That the property described in Section 2 of this Ordinance shall be and the same hereby is zoned Motor Business (MB); and, the City Engineer is hereby ordered to make the necessary amendments to the official maps of the City of Moscow which are on file at 504 South Washington Street, Moscow, Idaho.

SECTION 4: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 5: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED on Motion by the Following Vote:

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

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow this 18th day of December, 2023.

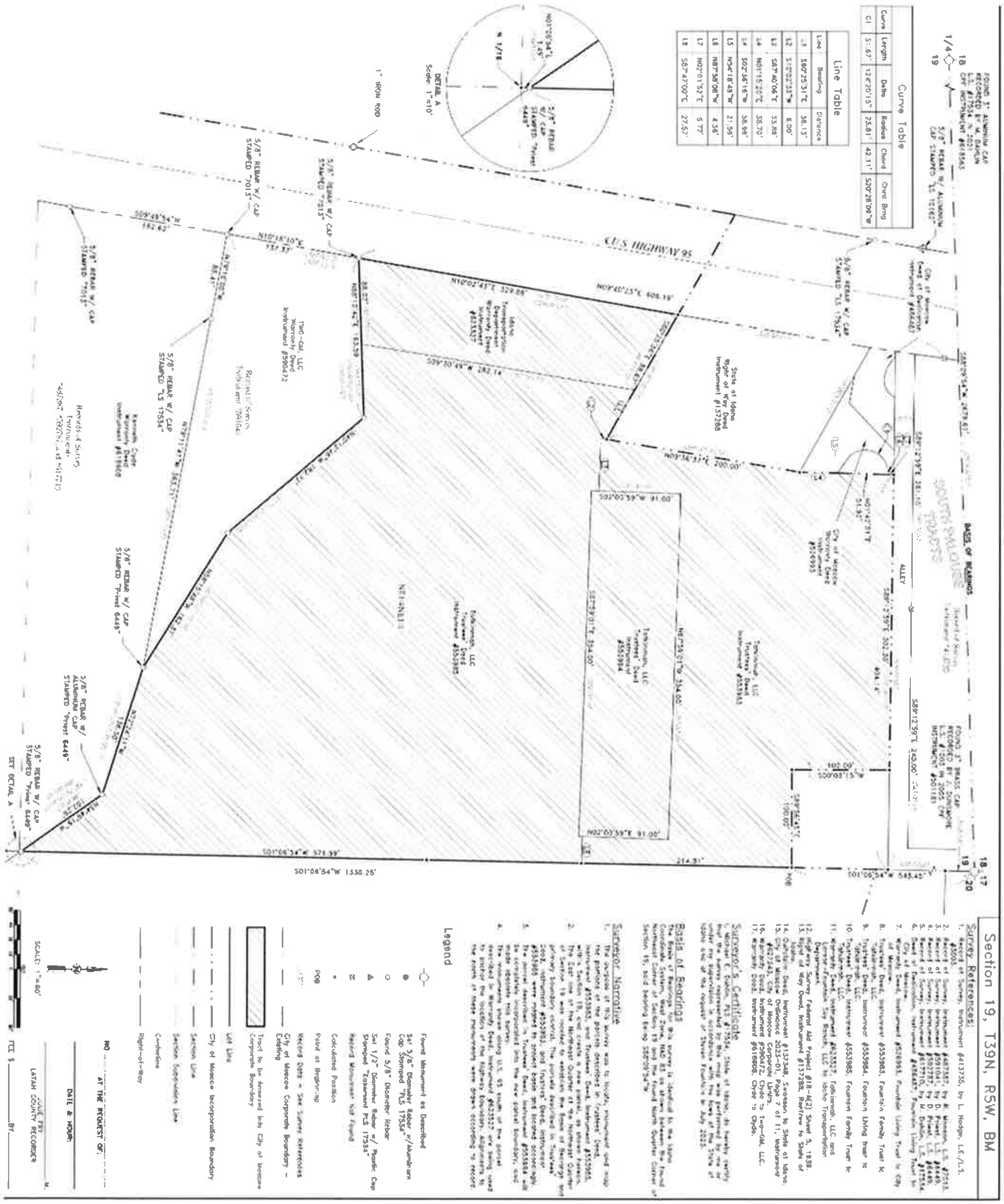
Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on December 18, 2023 and attest to the Mayor's signature.

CITY OF MOSCOW INCORPORATED JULY 12 1887 STATE OF IDAHO

Laurie M. Hopkins, City Clerk

EXHIBIT "A"


Section 19, T39N, R5W, BM
Survey References:
Basis of Bearings
Surveyor's Certificate
Surveyor Narrative
Legend
Curve Table
Line Table
U.S. HIGHWAY 95
DETAIL A
Scale: 1"=10'
1" IRON ROD
ALLEY
BASIS OF BEARINGS
S01°08'54"W 1530.25'
S01°08'54"W 571.59'
S01°08'54"W 545.45'
N09°40'25"E 606.19'
N10°02'45"E 329.88'
N09°34'37"E 200.00'
S02°03'59"W 91.00'
N02°03'59"E 91.00'
S09°50'49"W 282.14'
102.00'
100.00'
214.91'
SCALE: 1"=60'
LATAH COUNTY RECORDER

RESOLUTION 2023 – 28

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE COMPREHENSIVE PLAN LAND USE DESIGNATION OF A SEVEN POINT NINE EIGHT (7.98) ACRE PROPERTY ANNEXED INTO THE CITY OF MOSCOW, LEGALLY DESCRIBED IN SECTION 1 OF THIS RESOLUTION, AS AUTO-URBAN COMMERCIAL; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, TATKINMAH LLC, the owner of a seven point nine eight (7.98) acre parcel generally shown on Exhibit "A" attached hereto and incorporated by this reference, has requested to be annexed into the City of Moscow; and

WHEREAS, in accordance with Idaho Code § 50-222 and Idaho Code Title 67, Chapter 65, the City must determine the appropriate Comprehensive Plan Land Use Designation for the subject property upon annexation; and

WHEREAS, the subject property is currently located within the City of Moscow Area of City Impact and is designated as Auto-Urban Commercial upon the City of Moscow Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission, after conducting a duly noticed public hearing on November 15, 2023, recommended that the Comprehensive Plan Land Use Designation of the subject property be Auto-Urban Commercial upon annexation into the City of Moscow; and

WHEREAS, the Moscow City Council conducted a public hearing on December 18, 2023, and passed a motion to approve the designation of the subject property as Auto-Urban Commercial upon Annexation;

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

SECTION 1: That the Comprehensive Plan Land Use Designation of the seven point nine eight (7.98) acre property legally described below, be designated as Auto-Urban Commercial upon annexation into the City of Moscow, Idaho.

A tract of land located in Section 19, Township 35 North, Range 5 West, Boise Meridian, 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, 543.45 feet, to a point on the City of Moscow Corporate Boundary, City of Moscow Ordinance 2023-01, Instrument #627343, Latah County records, and 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 continuing along said east line, S01°06’54”W, 571.99 feet, to a point on the north line of a parcel described in Warranty Deed, Instrument #618608;
Thence leaving said east line and continuing along said parcel 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 feet;
Thence N40°12’46”W, 182.72 feet;
Thence S88°10’42”W, 163.59 feet, to a point on the east right-of-way of U.S. Highway 95;
Thence along said right-of-way, N10°02’43”E, 329.88 feet, to the northwest corner of a parcel described in Warranty Deed, Instrument #623327, Latah County Records;
Thence leaving said east right-of-way and along the north line of said parcel, S60°25’36”E, 88.67 feet, to a point on the west line of the parcel described in said Trustees’ Deed, Instrument #553985;
Thence, S60°25’31”E, 58.13 feet, to a point on the west line of a parcel described in Trustees’ Deed, Instrument #553983;
Thence along the west line of said parcel the following four (4) courses:
N09°36’37”E, 200.00 feet;
Thence N01°15’20”E, 38.70 feet;
Thence N01°42’31”E, 51.92 feet;
Thence N02°01’52”E, 5.77 feet, to the northwest corner of said parcel;
Thence along the north line of said parcel, S89°12’59”E, 302.30 feet, to a point on said City of Moscow Corporate Boundary;
Thence along said Corporate Boundary the following two (2) courses:
S00°03’15”W, 100.00 feet;
Thence S89°56’45”E,100.00 feet, to the Point of Beginning.

Said tract contains 7.98 acres, more or less.

SECTION 2: SEVERABILITY. Provisions of this Resolution shall be deemed severable and the invalidity of any provision of this Resolution shall not affect the validity of the remaining provisions.

SECTION 3: EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	X			
Gina Taruscio	X			
Sandra Kelly	X			

Maureen Laflin	X			
Drew Davis	X			
Julia Parker	X			

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow this 18th day of December, 2023.

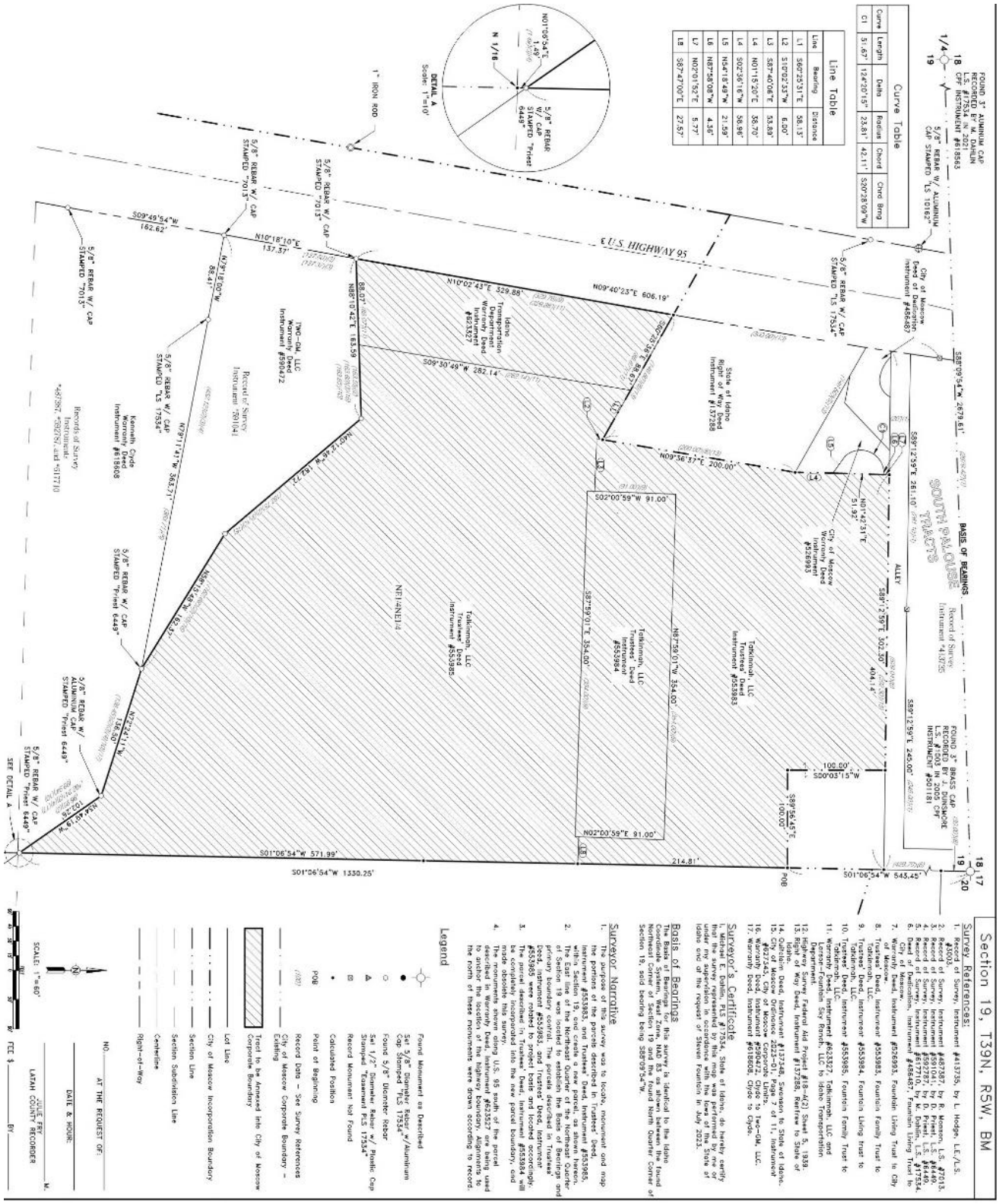
Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, held on December 18, 2023 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

CITY OF MOSCOW INCORPORATED JULY 12 1887 STATE OF IDAHO

EXHIBIT "A"


Section 19, T39N, R5W, BM
Survey References:
Legend
Surveyor's Certificate
Basis of Bearings
Surveyor Narrative
Line Table
Curve Table
DETAIL A
BASIS OF BEARINGS
SOUTH FOUNTAIN TRACTS
E U.S. HIGHWAY 95
ALLEY
S01°06'54"W 1330.25'
S01°06'54"W 571.99'
S01°06'54"W 543.45'
S89°09'54"W 2679.61'
S89°12'59"E 261.10'
S89°12'59"E 249.00'
S89°12'59"E 302.30'
N09°40'23"E 606.19'
N10°02'43"E 329.86'
N09°36'37"E 200.00'
N01°42'31"E 51.92'
S02°00'59"W 91.00'
N02°00'59"E 91.00'
S87°59'01"E 354.00'
N87°59'01"W 354.00'
S89°56'45"E 100.00'
S00°03'15"W 100.00'
214.81'
POB
N01°06'54"E 1.49'
N 1/16
1" IRON ROD
5/8" REBAR W/ ALUMINUM CAP STAMPED "LS 10162"
5/8" REBAR W/ CAP STAMPED "LS 17534"
5/8" REBAR W/ CAP STAMPED "7013"
5/8" REBAR W/ CAP STAMPED "Priest 6449"
5/8" REBAR W/ ALUMINUM CAP STAMPED "Priest 6449"
FOUND 3" ALUMINUM CAP RECORDED BY L.S. #17534 IN 2021 CPF INSTRUMENT #618563
FOUND 3" BRASS CAP RECORDED BY L.S. #1003 IN 2005 CPF INSTRUMENT #501181
SEE DETAIL A
City of Moscow Deed of Dedication Instrument #486483
Idaho Transportation Department Warranty Deed Instrument #623327
State of Idaho Right-of-Way Deed Instrument #137288
TWO-GM, LLC Warranty Deed Instrument #590472
City of Moscow Warranty Deed Instrument #526983
Talkinmoh, LLC Trustees' Deed Instrument #553983
Talkinmoh, LLC Trustees' Deed Instrument #553984
Kenneth Clyde Warranty Deed Instrument #618608
Record of Survey Instrument 780104
Records of Survey Instrument "482867, and "511710
N79°11'47"W 363.71'
N79°18'00"W 88.47'
N10°18'10"E 137.37'
S09°49'54"W 162.62'
N38°10'42"E 88.07'
N38°10'42"E 88.59'
S09°50'49"W 282.14'
N24°24'11"W 166.30'
N65°59'49"E 166.37'
S25°35'38"E 166.77'
S25°35'38"E 3.85'
N01°06'54"E 1.49'
Set 5/8" Diameter Rebar w/ Aluminum Cap Stamped "PLS 17534"
Found 5/8" Diameter Rebar
Set 1/2" Diameter Rebar w/ Plastic Cap Stamped "Easement PLS 17534"
Record Monument Not Found
Calculated Position
Point of Beginning
Record Data – See Survey References
City of Moscow Corporate Boundary – Existing
Tract to be Annexed into City of Moscow Corporate Boundary
Lot Line
City of Moscow Incorporation Boundary
Section Line
Section Subdivision Line
Centerline
Right-of-Way
AT THE REQUEST OF:
DATE & HOUR:
JULIE FRY
LATAH COUNTY RECORDER
FEE $
BY
SCALE: 1"=60'

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Tuesday, January 16, 2024

AGENDA ITEM TITLE

Restated City Limits Ordinance (ACTION ITEM) - Cody Riddle

RESPONSIBLE STAFF

Scott Bontrager, City Engineer

ADDITIONAL PRESENTER(S)

Cody Riddle, Deputy City Supervisor - Community Development

DESCRIPTION

Idaho Code Section 63-215 states that taxing districts that alter their boundaries must prepare and file the legal description and map of the new district boundary within 30 days of the amendment or no later than the tenth day of January of the year following the alteration. The City amended the boundary to reflect the annexation of 2216 S. Main Street on December 18th, 2023 and prepared a new ordinance that included an updated legal description and boundary map. An error in the legal description associated with the 2216 S. Main Street annexation was discovered after this action. As a result, the City Limits Ordinance adopted by Council on December 18, 2023 (ORD 2023-12) is invalid. The erroneous annexation has been corrected, and staff is seeking Council approval of a restated City Limits Ordinance.

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. City Limit Ord 2024 (end 2023)_Final

ORDINANCE NO. 2024-__

AN ORDINANCE AUTHORIZING THE REPEAL AND REPLACEMENT OF ORDINANCE NO. 2023-12 OF THE CITY OF MOSCOW, IDAHO, TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION AND ESTABLISHING AND DECLARING IN THIS ORDINANCE THE CORPORATE LIMITS OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, IN ACCORDANCE WITH THE PROVISIONS OF THE LAWS OF THE STATE OF IDAHO RELATING TO THE ESTABLISHMENT OF THE BOUNDARIES AND THE ANNEXATION OF ADJACENT AND CONTIGUOUS TERRITORY; PROVIDING FOR REPEAL OF ANY OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE AND SAVINGS CLAUSE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Moscow City Council passed and the Mayor approved Ordinance 2023-12 on December 18, 2023; and

WHEREAS, it was later discovered that the applicant of the newly annexed property had incorrectly listed Township 35 within the legal description that was relied upon and included in Ordinance 2023-12, whereas the correct Township is 39; and

WHEREAS, City staff has revised the legal description to accurately list Township 39 within this proposed Ordinance;

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

SECTION 1: The City of Moscow, Latah County, Idaho, shall embrace, include and contain within its corporate limits all the territory embraced, included and encompassed within the lines and boundaries of this Ordinance bounded and described herein, and generally shown on Exhibit "A" attached hereto and incorporated by this reference.

SECTION 2: The boundaries and corporate limits of the City of Moscow, Latah County, State of Idaho, are hereby established and ordained to be as follows:

> Beginning at the southwest corner of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho; thence N89°34'31"E 2661.74 feet, along the south line of said Section 16; thence N00°02'41"E 388.57 feet along the centerline of a vacated 80' wide right-of-way situated between Lot 60 and Lot 61 of the Plat of Section 16 recorded in Book 2 of Plats at page 36, records of Latah County; thence N89°22'43"E 664.76 feet along a line parallel with and 271.5 feet south, measured perpendicularly, of the north line of said Lot 61 to the east boundary of said Lot 61; thence N00°14'20"W 1229.03 feet along the east boundaries of said Lot 61, Lot 52, and Lot 45 of said Plat of Section 16 to a point on the southerly right-of-way line of State Highway 8; thence along said State Highway right-of-way line, easterly 347.39 feet along a curve concave to the north, said curve having a radius of 3850.00 feet, a

central angle of 05°10’11”, and a chord bearing N68°54’52”E 347.27 feet; thence continuing along said southerly right-of-way line, N66º19’47”E 398.81 feet; thence leaving said southerly right-of-way line, N23º40’13”W 70.00 feet, perpendicular to said line, to the northerly right-of-way line of said State Highway 8; thence N00º33’03”W 701.73 feet along the centerline of a vacated 80 foot wide right-of-way situated between Lot 34 and Lot 35 of said Plat of Section 16; thence North 660.00 feet along the centerline of a vacated 80 foot wide right-of-way situated between Lot 30 and Lot 31 of said Plat of Section 16; thence East 40.00 feet to the southwest corner of Lot 18 of said Section 16; thence East 620.00 feet along the south boundary of said Lot 18; thence North 620.00 feet along the east boundary of said Lot 18; thence continuing North 80.00 feet to the northern right-of-way line of a vacated 80.00 foot wide East and West right-of-way and the southwest corner of Lot 16 of said Section 16; thence along the south line of said Lot 16, S89º44’48”E, 67.50 feet; thence N38º51’29”E, 453.99 feet; thence 196.95 feet along a curve to the right, said curve having a Delta = 56º25’19”, Radius = 200.00 feet, Chord = 189.09 feet, and a Chord Bearing N22º55’51”W; ; thence 33.38 feet along a curve to the left, said curve having a Delta = 54º38’37”, Radius = 35.00 feet, Chord = 32.13 feet, and a Chord Bearing N22º02’40”W; thence N49º22’09”W, 41.82 to the southeasterly right-of-way line of Robinson Park Road; thence along said southeasterly right-of-way line the following four courses to the west line of said lot 16: thence S44º33’34”W 23.38 feet; thence S48º51’41”W 95.93 feet; thence S51º33’54”W 162.26 feet; thence S52º25’47”W 19.77 feet; thence along said west line of Lot 16 N0º30’12”E 62.52 feet to the northernly right-of-way of Robinson Park Road; thence S52°25’20”W 134.10 feet along said northernly right-of-way of Robinson Park Road; thence S55°14’23”W 91.29 feet along said northernly right-of-way of Robinson Park Road; thence S57°37’02”W 89.50 feet along said northernly right-of-way of Robinson Park Road; thence S61°12’19”W 169.28 feet along said northernly right-of-way of Robinson Park Road; thence S64°18’07”W 253.35 feet along said northernly right-of-way of Robinson Park Road to a point on the easterly boundary of Moser Estates Fifth Addition to the City of Moscow, as shown on the plat of said addition recorded as Instrument No. 410298, records of Latah County, Idaho; thence N00°38’27”E 12.69 feet along the easterly boundary of said Moser Estates Fifth Addition to a point on the northerly right-of-way line of Robinson Park Road; thence southwesterly along said northerly right-of-way line 35.00 feet along a curve concave to the northwest, said curve having a radius of 1210.00 feet, a central angle of 1°39’27”, and a chord bearing S69°11’12”W 35.00 feet; thence N14°43’57”E 133.79 feet along said easterly boundary of the Moser Estates Fifth Addition to a point on the easterly right-of-way line of a dedicated 80.00 foot wide public right-of-way as shown on the original plat of Section Sixteen, Township 39 North, Range 5 East, Boise Meridian, as recorded in Book 2 of Plats, Page 36 in the office of said Latah County Recorder; thence N00°38’27”E 1140.78 feet along said easterly right-of-way line, said line also being the westerly boundary line of the Hyden tract as described in Instrument Number 386319 recorded with said Recorder’s office to the north line of said Section 16; thence N89°29’38”W 40.66 feet along said north line to the southeast corner of the southwest quarter of the southeast quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho; thence N00°29’30”E 1313.64 feet along the east line of said SW1/4 SE1/4 Section 9 the

northeast corner of said SW1/4 SE1/4; thence continuing N00°29’30”E 11.47 feet along the east line of the NW1/4 SE1/4 of said Section 9; thence southwesterly along the northerly boundary of a parcel of land annexed by Ordinance No.2009-11 the following courses: S81°16’20”W 63.83 feet, S77°18’21”W 57.22 feet, and S69°12’15”W 132.71 feet; thence N89°30’22”W 556.64 feet along a line southerly of, parallel with, and 60.00 feet distant (as measured perpendicularly) of the north line of said SW1/4 SE1/4 Section 9; thence N60°04’39”E 30.00 feet along the proposed easterly boundary of Moser Park; thence N17°41’40”W 47.17 feet along said proposed park boundary to a point on the north line of said SW1/4 SE1/4 Section 9; thence N54°54’38”W 84.31 feet; thence N77°00’00”W 385.00 feet; thence N00°43’51”E 171.17 feet; thence S77°00’00”E 10.00 feet; thence N13°00’00”E 120.00 feet; thence N77°00’00”W 126.86 feet to a point on the west line of the northwest quarter of the southeast quarter of said Section 9; thence N00°43’51”E, along said west line, 711.58 feet to the southwest corner of a parcel of land described in Book of Deeds No. 145, page 61, records of Latah County, Idaho; thence S89°30’E 150.00 feet to the southeast corner of said parcel; thence North 120.00 feet to the northeast corner of said parcel, said corner also being on the south right-of-way line of “D” Street; thence, continuing North 60.00 feet, to the north right-of-way line of “D” Street; thence N89°30’W 150.00 feet, along said north right-of-way line, to the southeast corner of Lot “H” of Schumacher’s Addition to the City of Moscow, Latah County, Idaho as recorded in Book 3 of Plats, page 9 in the office of the County Recorder of said county and state, said southeast corner also being the southeast corner of Lot 2, Block 8 of Val Halla Addition to the City of Moscow, Latah County, Idaho as recorded in Book 6 of Plats, page 4, in the office of the County Recorder of said county and state and also being on the longitudinal centerline of Section 9, Township 39 North, Range 5 West, Boise Meridian; thence N00°03’30”W 1004.70 feet, along said centerline, to a point S89°26’E 79.13 feet of the southeast corner of Stokes Addition to the City of Moscow, Latah County, Idaho as recorded in Book 6 of Plats, page 29 in the office of the County Recorder of said county and state, said point also being the northeast corner of Lot “H” and/or the southeast corner of Lot “G” of said Schumacher’s Addition and also being the southeast corner of the William A. Flack (City of Moscow, Idaho) property; thence N00°03’30”W 253.44 feet, along the east line of said Lot “G” and/or said longitudinal centerline to the northeast corner of said Lot “G” to the South Line of the Northwest Quarter of the Northeast Quarter of Section 9; thence S89°29’31”E along said south line a distance of 994.53 feet, said point also being the southeast corner of property described in Instrument No. 577606, records of Latah County, Idaho; thence N00°08’23”E a distance of 1314.96 feet, along the eastern boundary of said property to a point on the north line of Section 9; thence N89°22’17”W along north line of Section 9 a distance of 834.55 feet; thence S00°37’43”E a distance of 105.07 feet; thence S80°49’46”W a distance of 20.30 feet, thence N00°37’43”W a distance of 108.53 feet to a point on the north line of Section 9, thence N89°22’17”W along north line of Section 9 a distance of 140.00 feet, said point being a brass cap monument marking the North Quarter Corner of Section 9; thence N00°03’30”W 30.00 feet to the quarter corner on the north line of Section 9, Township 39 North, Range 5 West, Boise Meridian, said point also being the south quarter corner of Section 4, Township 39

North, Range 5 West, Boise Meridian and also being on the centerline of Mountain View Road; thence N00°20’44”W 30.00 feet along the longitudinal centerline of said Section 4, to an intersection with the north right-of-way line of Mountain View Road extended; thence N89°15’49”W 699.96 feet, along said extension and along said right-of-way line and 30.00 feet North of and parallel to the south line of said Section 4; thence South 60.00 feet and crossing Mountain View Road to an intersection with the north line of said Lot “G” of said Schumacher’s Addition, said point also being on the south right-of-way line of said Mountain View Road; thence South 773.73 feet to an intersection with the north line of said Stokes Addition; thence N89°15’49”W 298.00 feet, along said north line, to an intersection with the east line of Paradise Meadows Addition to the City of Moscow, Latah County, Idaho as recorded in Book 6 of Plats, page 38 in the office of the County Recorder of said county and state, said point also being on the east line of Lot “C” of said Schumacher’s Addition and also being the northwest corner of said Stokes Addition; thence North 268.20 feet, along said east line of said Paradise Meadows Addition, to the northeast corner of said addition, said corner also being the northeast corner of Lot “C” and the southeast corner of Lot “D” of said Schumacher’s Addition; thence North 267.05 feet to the northeast corner of said Lot “D”, said point also being the southeast corner of Lot “F” of said Schumacher’s Addition; thence N89°15’49”W 990.0 feet to the southwest corner of said Lot “F”, said corner also being an east corner of Lot 12 of the Cosner Subdivision of Portions of Lots “D” and “E” of the Schumacher’s Addition to Latah County, Idaho as recorded in Book 5 of Plats, page 1 in the office of the County Recorder of said county and state; thence North 118.76 feet, along the west line of said Lot “F” and/or the east line of said future Lot 12, to the northeast corner of said future Lot 12; thence N89°15’49”W 315.12 feet, along the north line of said Lot 12 and the north line of Lot 11 of said Cosner Subdivision, to the southeast corner of the west one half (1/2) of the north one half (1/2) of said Lot “E” of Schumacher’s Addition; thence North 118.92 feet, along the east line of said west one half (1/2) of the north one half (1/2) of said Lot “E”, to the intersection with the south right-of-way line of Mountain View Road; thence North 60.00 feet to the north right-of-way line of Mountain View Road; thence N89°15’49”W 13.40 feet along said north right-of-way line; thence N00°06’33”E 1292.18 feet along the east boundary of the Slonaker tract as recorded in Warranty Deed No. 464459 on file with the office of the County Recorder of said county and state, to a point on the north boundary of the southwest quarter of the southwest quarter of said Section 4; thence along said north boundary of the southwest quarter of the southwest quarter of said Section 4 S89°15’49”E 128.60 feet; thence leaveing said north boundary of the southwest quarter of the southwest quarter of said Section 4, N11°46’56”E, 451.41 feet; thence N06°49’06”W 178.24 feet; thence N33°59’44”W 362.10 feet; thence N52°37’35”W 93.86 feet; thence S44°30’49”W 116.84 feet; thence N43°24’33”W 221.88 feet; thence N88°29’08”W 67.38 feet; thence S65°18’17”W 205.20 feet; thence S46°22’38”W 136.09 feet; thence S46°22’35”W 140.72 feet; thence N33°52’04”W 15.65 feet; thence S56°07’56”W 28.37 feet; thence S30°45’45”E 34.23 feet; thence S00°01’35”W 385.00 feet; thence S32°54’25”E 209.16 feet; thence S00°48’15”W 125.90 feet; thence S84°54’56”E 10.83 feet; thence S03°36’03”W 178.24 feet, to a point on the north boundary of the southwest quarter of the southwest quarter of said Section 4; thence West 159.34 feet, along the north line of said southeast

quarter of the southeast quarter; thence N37°48’19”W 797.04 feet, along the westerly boundary of the Trail Tract as described in Instrument No. 268495 as recorded in said office of the Latah County Recorder; thence North 480.75 feet, along the west line of said Trail Tract, to the south right-of-way line of Arborcrest Road; thence East 99.00 feet, along said right-of-way line; thence North 944.52 feet, along the east right-of-way line of said Arborcrest Road; thence N58°46’54”E 270.11 feet, along the northerly boundary of said Trail tract to a point on the southerly right-of-way line of Trail Road; thence North 29.23 feet to a point on the centerline of said Trail road, said point being North 907.50 feet and East 660.00 feet from the southwest corner of the southeast quarter of the northeast quarter of said Section 5; thence North 1534.50 feet, along the west boundary of said Trail Tract, to the north line of said Section 5, thence West 660.00 feet to the northwest corner of the northeast quarter of the northeast quarter of said Section 5; thence continuing West, along said north line, 30.00 feet to the west right-of-way line of Orchard Avenue; thence South 1452.00 feet along said west right-of-way line, parallel to and 30.00 feet West of the west line of the west half of the northeast quarter of said Section 5; thence East 5.00 feet, along said west right-of-way line; thence South 495.00 feet, along said west right-of-way line; parallel to and 25.00 feet West of the west line of the southeast quarter of the northeast quarter of said Section 5; thence West 8.00 feet, along said west right-of-way line; thence South 495.00 feet along said west right-of-way line, parallel to and 33.00 feet West of said west line of the southeast quarter of the northeast quarter to a point on the north line of the northwest quarter of the southeast quarter of said Section 5; thence N89°39’37”W 1282.38 feet to the northwest corner of the NW1/4 SE1/4 of said Section 5, said point being a brass cap monument; thence N89°39’37”W 1010.70 feet along the north line of the southwest quarter of said Section 5 to a point on the North Polk Extension Water and Sewer District boundary; thence North 200.00 feet along said district boundary; thence N89°39’37”W 229.43 feet along said district boundary to the centerline of North Polk Street; thence S01°34’23”W67.38 feet along said centerline; thence N88°58’06”W 25.25’; thence N83°51’55”W 38.85’; thence S77°45’57”W 20.30’; thence S50°01’38” 42.82’; thence S38°18’17”W 24.98’; thence S06°05’15”W 86.51 feet to a point on the north line of said southwest quarter of Section 5; thence N89°39’37”W 1261.75 feet along said north line to the northwest corner of said southwest quarter of Section 5; thence N89°14’23”W 72.56 feet to the west right-of-way line of U.S. Highway 95; thence S00°45’37”W 734.16 feet along said right-of-way line; thence continuing along said right-of-way line southeasterly 52.28 feet along a non-tangent curve concave to the southwest, said curve having a radius of 623.67 feet, a central angle of 04°48’09”, and a chord bearing S21°44’23”E 52.26 feet; thence continuing along said right-of-way line S0°45’35”W 346.94 feet; thence leaving said highway right-of-way line N78°52’45”W 75.35 feet to a point on the easterly line of an abandoned railroad right-of-way; thence N06°11’15”E 115.00 feet along said abandoned railroad right-of-way line; thence N42°33’45”W 336.50 feet; thence S89°52’15”W 986.78 feet; thence S00°51’15”W 1334.92 feet to a point, said point on a line parallel with and 124.67 feet northeasterly (as measured perpendicularly) distant from the easterly right-of-way line of North Almon Street; thence N35°09’45”W 149.77 feet along said parallel line, to a southeast corner of the KRPL, Inc. property as described in Instrument No. 254326, records of Latah County, Idaho; thence North

324.90 feet; thence S86°30'W 224.78 feet, to a point on a non-tangent curve on the east right-of-way line of North Almon Street, said point being the northwest corner of said KRPL, Inc. property; thence southerly 35.79 feet, along a curve concave to the east, said curve having a radius of 425.00 feet, a central angle of 04°49'30", and a chord bearing S00°35'36"E 35.78 feet; thence S03°01'E 116.23 feet, along said east right-of-way line, to a point of curvature of a tangent curve; thence southeasterly 158.39 feet along a curve concave to the east, said curve having a radius of 275.00 feet, a central angle of 33°00', and a chord bearing S19°31'E 156.21; thence S36°01'E 472.78 feet, along said east right-of-way line; thence S37°41'E 110.37 feet, along said east right-of-way line; thence leaving said right-of-way line, S86°30'W 72.53 feet to a point on the westerly right-of-way line of said North Almon Street and the northeast corner of the Harry Lee tract described in Warranty Deed No.309520 as recorded in said office of the Latah County Recorder; thence continuing S86°30'W 924.27 feet to the northwest corner of said Harry Lee tract; thence S03°30'E 209.06 feet along the west boundary of said tract to a point on the north line of Section 7, Township 39 North, Range 5 West, Boise Meridian; thence S86°30'W 411.00 feet along said north line to the north 1/4 corner said Section 7; thence S00°10'E 1323.70 feet on the longitudinal centerline of said Section 7 to the southwest corner of the NW1/4 NE1/4 of said Section 7; said point also being the northeast corner of an easement described in Instrument No.223148 filed with said County Recorder; thence S86°24'W 1354.21 feet to the northwest corner of the SE1/4 NW1/4 of said Section 7; thence South 556.80 feet along the west boundary line of said SE1/4 NW1/4; thence S86°27'W 1355.77 feet, parallel with the south line of the SW 1/4 NW 1/4 of said Section 7, to a point on the west boundary line of said SW1/4 NW1/4; thence S88°35'30"W 1194.84 feet parallel with the north boundary line of the Palouse Empire Mall property; thence South 845.45 feet; thence West 1035.00 feet; thence North 820.00 feet; thence S88°35'30"W 413.24 feet to the longitudinal centerline of Section 12, Township 39 North, Range 5 West, Boise Meridian; thence S00°08'36"E 725.45 feet, along said centerline, to the northwest corner of a 20 foot wide private road described in Warranty Deed No.225351, records of Latah County; thence N89°51'24"E 20.00 feet, along the north line of said private road; thence S00°08'36"E 966.49 feet, along the east boundary of said private road; thence S89°51'24"W 20.00 feet to the northeast corner of the U-Haul Company tract, said point also being a point on the longitudinal centerline of Section 12, Township 39 North, Range 6 West, Boise Meridian, and also being an east corner of a tract annexed by Ordinance No. 83-13; thence N00°08'36"W 933.49 feet, along said centerline and/or the east line of the tract annexed by said Ordinance No. 83-13, to the northeast corner of said tract, said corner being a point on the latitudinal centerline of Section 12, Township 39 North, Range 6 West, Boise Meridian; thence S89°56'48"W 764.34 feet, along said centerline and/or the north line of said tract, to a point being the southeast corner of a tract annexed by Ordinance No. 2017-03; thence N30°49'55"E 500.70 feet, to a point being the northeast corner of said tract; thence N89°01'11"W 1127.75 feet, to a point being the northwest corner of said tract and also being a point on the Idaho-Washington state line; thence S00°58'04"W 434.48 feet, along said state line to the west 1/4 corner of said Section 12 and/or the northwest corner of said tract; thence S00°12'02"E 1460.87 feet, along said state line, to an

intersection with the north right-of-way line of State Highway No. 8, said point being the southwest corner of the Appaloosa Horse Club tract; thence S00°12’02”E 140.00 feet, crossing said highway, to an intersection with the south right-of-way of said highway; thence S00°12’02”E, along said state line, 169.83 feet to the south right-of-way line of the Burlington Northern Railway Company; thence S00°12’02”E, continuing along said state line, 3470.77 feet to the northwest corner of the southwest quarter of Section 13, Township 39 North, Range 6 West, Boise Meridian; thence N89°31’16”E 4048.56 feet to the west quarter corner of said Section 13; thence S00°10’E, 2622.00 feet to the southeast corner of said Section 13; thence N87°08’E 803.10 feet, along the north boundary of the Gadwa tract described in Warranty Deed No.447149, records of Latah County, said boundary being along the south line of Section 18, Township 39 North, Range 5 West, Boise Meridian; thence S00°24’00”E 419.23 feet, along the east boundary of said Gadwa tract, to the north right-of-way line of Palouse River Drive; thence S82°54’54”W 175.25 feet, along said north right-of-way line; thence continuing along said right-of-way line, 234.58 feet along a curve to the right, said curve having a radius of 1238.11 feet, a central angle of 10°51’21”, and a chord bearing S88°20’34”W 234.23 feet; thence continuing along said right-of-way line, N86°13’45”W 354.67 feet; thence leaving said right-of-way line, S03°49’25”W 25.00 feet to a point on the centerline of Palouse River Drive; thence along said centerline N85°50’16”W 46.20 feet to a point on the west line of Section 19; thence along said west line of Section 19 S00°05’50”E 127.18 feet. Thence along said west line of Section S00°04’52”W 1346.19’; thence leaving said west line of Section 19 N89°53’16”E 444.18’; Thence N31°02’30”E 467.38’; Thence N21°01’42”W 349.08’; thence S42°59’48”E 154.47 feet; thence N39°49’22”E 89.57 feet; thence N86°12’55”E 60.64 feet; thence S12°42’46”E 92.76 feet; thence S42°19’15”E 321.05 feet; thence S23°58’51”E 286.66 feet; thence S30°06’10”E 267.43 feet; thence S00°05’27”E 924.82 feet; thence S61°57’36”W 1200.03 feet to a point on the west line of Section 19; thence along said west line of Section 19 S00°04’50”E 1997.15 feet to the Northwest corner of Section 30; thence along the west line of Section 30 S00°00’13”E 658.53 feet; thence departing the west line of section 30 N86°35’15”E 1631.19 feet; thence N00°31’32”W 669.64 feet to a point on the north line of Section 30; thence along the south line of section 19 N86°06’52”E 1067.81 feet to the southwest corner of the southeast quarter of said Section 19; thence along the south line of said Section 19, S89°48’44”E, 1292.13 feet to the west right-of-way line of US Highway 95; thence north along west right-of-way line of US Highway 95 N10°02’37”E, 167.76 feet to the southeast corner of parcel of land described in Warranty Deed, Record No. 579983 in the records of Latah County, Idaho; thence along the south line of said parcel N78°03’33”W, 186.11 feet, thence along southwest line of said parcel N25°36’20”W, 39.50 feet, thence along west line to the northwest corner of said parcel N03°13’01”W, 322.09 feet; thence along the north line of said parcel N83°24’08”E, 295.28 feet to the west right-of-way line of U.S. Highway 95; thence leaving said right-of-way line S79°57’23”E, 125.00 feet to the east line of U.S. Highway 95; thence N10°02’37”E, 114.81 feet along east line of U.S. Highway 95; thence continuing along east line of U.S. Highway 95 N79°57’23”W, 25.00 feet to highway station 1299+50, 50.00 feet right; thence continuing along east line of U.S. Highway 95 N10°02’37”E, 2765.23 feet; thence leaving east line of U.S. Highway 95 N79°57’23”W, 100.00 feet to the

west line of said highway and the southeast corner of parcel described in Warranty Deed, Instrument No. 381241 in the records of Latah County, Idaho; thence along the south line of said parcel S87°46'37"W, 138.10 feet to the southwest corner; thence along the southwest line of said parcel N29°55'23"W, 245.90 feet; thence along west line of said parcel N04°59'37"E, 128.33 feet to the northwest corner; thence N87°49'49"E, 0.51 feet; thence N86°46'E 317.70 feet, parallel with the south line of the Dexter Bailey tract as recorded in Book of Deeds 163, page 92, records of Latah County, Idaho, to a point on said western right-of-way line of U.S. Highway 95; thence N09°02'E 346.00 feet, along said western right-of-way line, to the southeast corner of said Dexter Bailey tract; thence continuing N09°02'E 220.00 feet, along said right-of-way line, to the southeast corner of Plot 1 of said Allen Tracts; thence continuing N09°02'E, 374.80 feet, along said right-of-way line; thence S61°03'E 146.80 feet and crossing U.S. Highway 95 to a point on the easterly right-of-way line of said highway; Thence S10°02'43"W, 328.88 feet to the southwest corner of a parcel; thence along the north line of a parcel described in Warranty Deed, Instrument #590472 in the following three courses; thence N88°10'42E 163.59' feet; thence S40°12'46"E 182.72' feet; thence S58°15'48"E 162.37 feet. Thence leaving said east line and continuing along in the following two courses; thence S72°24'11"E 136.50 feet; thence S34°49'19"E 102.26 feet to the east line of Section 19, Township 39 North, Range 5 West, Boise Meridian;. Thence continuing N01°06'54"E 571.99 feet to a point on the north line of a parcel described in Warranty Deed, Instrument #618608; thence N01°06'54"E, 301.80 feet. Thence S72°15'E 1205.47 feet; thence N87°45'E 1537.60 feet, to a point on the longitudinal centerline of Section 20, Township 39 North, Range 5 West, Boise Meridian; thence N00°03'W 757.41 feet to the north 1/4 corner of said Section 20; thence S89°30'24"E 2659.84 feet along the south line of Section 17, Township 39 North, Range 5 West, Boise Meridian, to the southeast corner of said Section 17 and the point of beginning of the land herein described. Said corporate boundary, including the following described exceptions, contains 4,766 acres, more or less.

Excepting therefrom the following described parcel;

A tract of land located in the south half of the southwest quarter of Section 18 and the north half of the northwest quarter of Section 19, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, and being more particularly described as follows:

Beginning at the southeast corner of the southwest quarter of said Section 18; thence S87°08'00"W 576.90 feet along the south line of said Section 18 to a point on the easterly boundary of the Kirkland Subdivision plat recorded as Instrument No.404133, records of Latah County, and the TRUE POINT OF BEGINNING of this exception description; thence along said easterly boundary, S00°04'40"W 270.13 feet to the northerly right-of-way line of Palouse River Drive; thence along said northerly right-of-way line, S78°56'12"W 408.24 feet; thence continuing along said right-of-way line, S79°46'32"W 9.41 feet; thence along the westerly boundary of said Kirkland Subdivision, N00°02'37"W 330.07 feet to a point on the south line of said Section 18; thence continuing along said westerly boundary of the Kirkland Subdivision, N00°02'37"W 219.82 feet; thence along the northerly boundary of said subdivision,

N86°58’47”E 411.73 feet; thence along the easterly boundary of said subdivision, S00°07’08”W 221.45 feet to the TRUE POINT OF BEGINNING. Said exception tract contains 4.91 acres, more or less.

Also excepting therefrom the following described parcel;

A tract of land located in the northwest quarter of the southeast quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, and being more particularly described as follows:

Beginning at the southwest corner of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho; thence N89°34’31”E 2661.74 feet, along the south line of said Section 16; thence N00°02’41”E 388.57 feet along the centerline of a vacated 80’ wide right-of-way situated between Lot 60 and Lot 61 of the Plat of Section 16 recorded in Book 2 of Plats at page 36, records of Latah County; thence N89°22’43”E 664.76 feet along a line parallel with and 271.5 feet south, measured perpendicularly, of the north line of said Lot 61 to the east boundary of said Lot 61; thence N00°14’20”W 1229.03 feet along the east boundaries of said Lot 61, Lot 52, and Lot 45 of said Plat of Section 16 to a point on the southerly right-of-way line of State Highway 8; thence continuing along the east boundary of said Lot 45, N00º14’20”W 73.79 feet to a point on the northerly right-of-way line of State Highway 8, and the TRUE POINT OF BEGINNING of this exception description; thence westerly along said State Highway right-of-way line, 354.22 feet along a curve concave to the north, said curve having a radius of 3780.00 feet, a central angle of 05°22’09”, and a chord bearing S73°45’33”W 354.09 feet to the west line of the Cann Tract; thence N00°14’20”W, along said west line, 283.32 feet to the northwest corner of said Cann Tract; thence N89°45’40”E, along the north line of said Cann Tract, 225.37 feet to the intersection with the west line of the Mullalley Tract; thence N00°14’20”W along said west line 5.00 feet to the northwest corner of said Mullalley Tract; thence N89°45’40”E along the north line of said Mullalley Tract 115.00 feet to the east line of Lot 45 of said Section 16; thence S00º14’20”E 190.71’ along said east line to the TRUE POINT OF BEGINNING. Said exception tract contains 1.87 acres, more or less.

The net area of the above described Corporate limits is 4,759 acres, more or less.

SECTION 3: All that territory bounded and included within the lines set forth in Section 2 of this Ordinance is hereby declared and ordained to be within the Corporate limits of the City of Moscow, and to be and constitute the territory subject to the jurisdiction of the municipality of the City of Moscow, County of Latah, State of Idaho.

SECTION 4: Ordinance 2023-12 is hereby repealed and replaced with this Ordinance.

SECTION 5: This Ordinance repeals all ordinances or parts of ordinances in conflict with this Ordinance, insofar as said Ordinances in any way conflict with this Ordinance, and are hereby repealed.

SECTION 6: If any section, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, or the Ordinance as an entirety, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of such section, sentence, clause or phrase.

SECTION 7: This Ordinance shall be in full force and effect from and after the date of its passage, approval and first publication thereof.

PASSED on Motion by the Following Vote:

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

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 January, 2024.

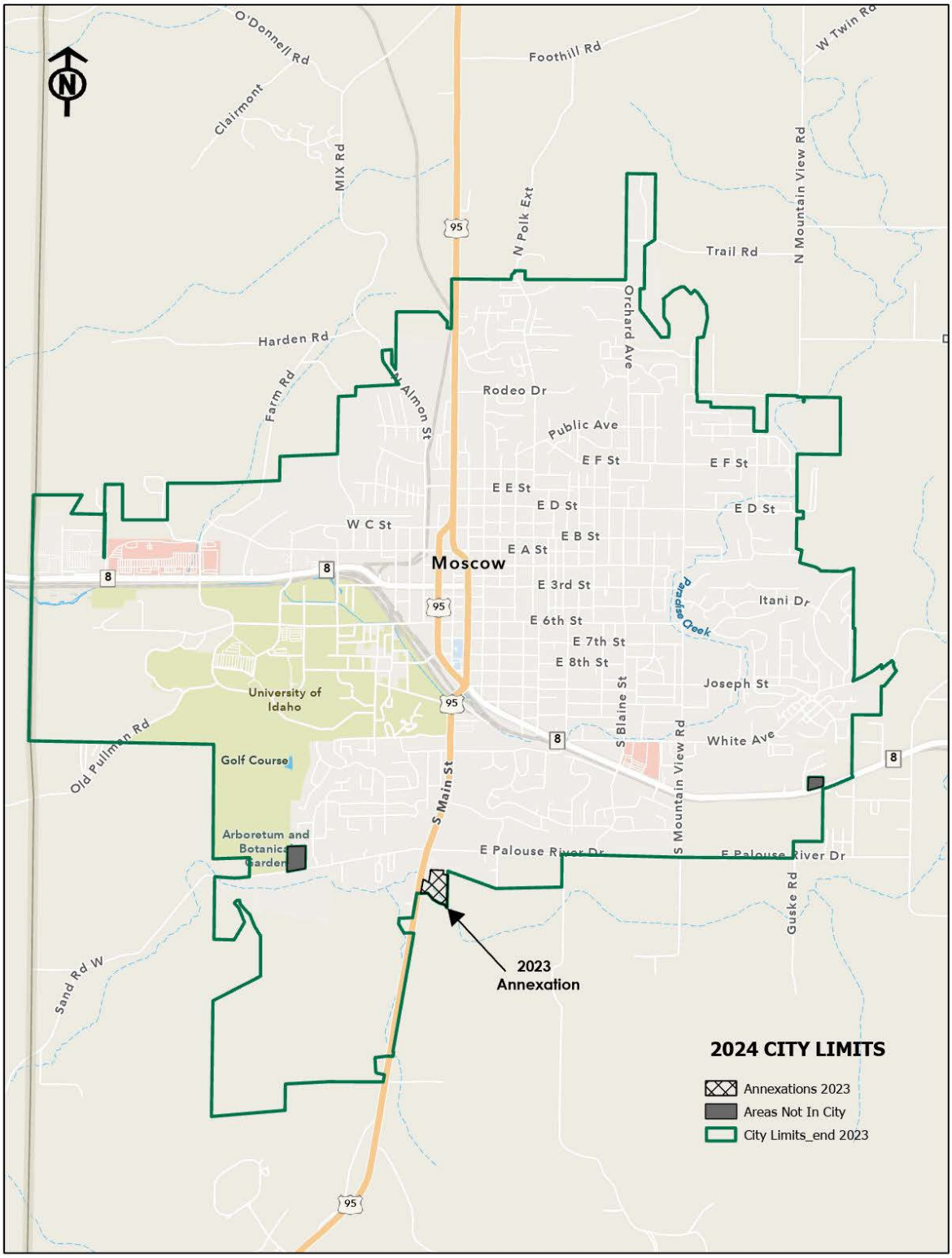
_____
Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____ _____, 2024 and attest to the Mayor's signature.

_____
Laurie M. Hopkins, City Clerk

DRAFT

Exhibit "A"


O'Donnell Rd
Foothill Rd
W Twin Rd
Clairmont
MIX Rd
N Polk Ext
N Mountain View Rd
Trail Rd
Orchard Ave
Harden Rd
Farm Rd
N Almon St
Rodeo Dr
Public Ave
E F St
E E St
E D St
W C St
E B St
E A St
Moscow
E 3rd St
Itani Dr
Paradise Creek
E 6th St
E 7th St
E 8th St
Joseph St
University of Idaho
S Blaine St
S Mountain View Rd
White Ave
Old Pullman Rd
Golf Course
S Main St
Arboretum and Botanical Garden
E Palouse River Dr
Guske Rd
Sand Rd W
2023 Annexation
2024 CITY LIMITS
Annexations 2023
Areas Not In City
City Limits_end 2023