

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
March 11, 2024**

4:00 PM

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

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

REGULAR AGENDA

1. Approval of Public Works/Finance Committee February 13, 2024 Minutes (ACTION ITEM) - Taylor Riedner

2. Disbursement Report February 2024 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending February, 2024.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of February 2024.

3. Fourth Quarter Financial Report July 1, 2023 to September 30, 2023 for FY2023 (ACTION ITEM) - Sarah Decker

Presentation of the financial report for the fourth quarter of Fiscal Year 2023 (July 1, 2023 to September 30, 2023).

PROPOSED ACTIONS: Approve the FY2023 Fourth Quarter Report, or provide staff with further direction

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

Inland North Waste is sponsoring an Earth Day Celebration on Saturday, April 19th, from 3 to 7 pm in East City Park. The annual event honors the ways our community protects and preserves our environment and is offered free of charge. Live music and eco-minded organizations are part of this event, in addition to food and a beer garden. The applicant anticipates 1 (one) licensed beer and/or wine vendor in the beer garden, which is estimated to be 25'x25' in size. Following standard operating procedures for events with alcohol within a City Park, Inland North Waste is requesting the allowance of attendees to possess and consume alcoholic beverages within the 25'x25' beer garden during the aforementioned date and time. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration to permit this typically prohibited activity.

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

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

Starship Technologies is seeking a three-year, non-exclusive license agreement to continue operation of personal delivery devices in the public right-of-way.

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

6. Consideration of Financial Participation in the Bill Chipman Trail Bridge Replacement Project (ACTION ITEM) - Tyler Palmer

On August 19, 2023, the Bill Chipman Trail Bridge #5 was badly damaged by an arson fire.

Based on a consulting engineer hired by Whitman County, the bridge cannot be repaired and requires replacement. Whitman County estimates a replacement cost of \$250,000. This bridge was not covered under Whitman County's liability insurance coverage, consistent with all bridges in their transportation network. The Whitman County Commissioners have sent a letter requesting financial participation for replacement costs for the bridge from each of the five (5) entities of the Palouse Trail Committee.

PROPOSED ACTIONS: Recommend approval to financially participate in the replacement cost of bridge #5 along the Bill Chipman Trail in an amount not to exceed \$40,000; or provide staff with further direction.

ADJOURN

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

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
February 12, 2024

4:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Hailey Lewis, Sandra Kelly, Bryce Blankenship

OTHERS: Mayor Art Bettge, Council Member Julia Parker

STAFF: Bill Belknap, Cody Riddle, James Fry, Mia Bautista, Taylor Riedner

REGULAR AGENDA

1. Approval of Public Works/Finance Committee January 8, 2024 Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Disbursement Report January 2024 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending January 2024.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of January 2024.

Decker introduced the item by highlighting expenditures including a payment for the Pullman Highway transmission water main, a 6th St bridge payment, a paradise path phase 2 lighting payment, and pass-through grant for the airport. The Committee recommended approval, authorized the use of digital signatures, and placed it on the Council consent agenda.

3. Memorandum of Understanding (MOU) between the City of Moscow Police Department and Homeland Security Investigations (ACTION ITEM) - James D. Fry

Det. Mowery is a full-time affiliate member of the Idaho Internet Crimes Against Children (ICAC) Taskforce, which is overseen by the Idaho Office of the Attorney General. His investigations are focused on ICAC cases, many of which are prosecuted in the federal courts. The Attorney General's Office's ICAC employees and affiliates are obtaining their federal credentials to assist in investigating and prosecuting ICAC cases. The federal credentials allow for many benefits in these cases, including warrant service and returns, resources, equipment, and data collection. Homeland Security Investigations (HSI) is the criminal investigative branch of U.S. Immigration and Customs Enforcement. HSI is not involved with enforcing immigration laws but is directed to enforce federal criminal statutes nationwide. The Idaho Attorney's Office is seeking this MOU for the sole purpose of investigating ICAC cases.

PROPOSED ACTIONS: Recommend approval of the MOU between Homeland Security Investigations and the Moscow Police Department to enable Det. Mowery to obtain federal credentials to investigate ICAC cases; or provide staff further direction.

Fry introduced the item as written above and reviewed the shift of responsibilities between HSI and the FBI. This will not change operating procedures for Moscow Police Department and no extensive training

will need to be done. The Committee recommended approval and that it be placed on the Council consent agenda.

4. Approval of Resolution to Continue Participation in the Internet Crimes Against Children Unit Task Force (ACTION ITEM) - James D. Fry

Det. Mowery is a full-time affiliate member of the Idaho Internet Crimes Against Children (ICAC) Task Force, which is overseen by the Idaho Office of the Attorney General (OAG) under the executed Memorandum of Understanding on July 1, 2018, and August 19, 2019. The OAG has solicited the City to execute a Revised Interagency Agreement to replace the previously executed Memorandum of Understanding. The City is requesting authorization for the Mayor to sign this Agreement and Appendices A, B, C, and D, and any amendment to the Appendices of this Agreement.

PROPOSED ACTIONS: Recommend approval of the Resolution for the Mayor to sign the Interagency Agreement for the ICAC Unit Task Force Agent and Appendices A, B, C, and D and any amendment to the Appendices of this Agreement or provide staff further direction.

Fry introduced the item by reviewing the change of supervision located in the Boise office and some changes that were brought up because of that. These changes do not impact operating procedures by the Moscow Police Department. Part of the approval is also to authorize the Mayor's signature on the exhibits attached to the MOU. The ICAC program is funded by the state legislature and is therefore a fairly reliable program for the foreseeable future. The Committee recommended approval and that it be placed on the Council consent agenda.

ADJOURN

The meeting adjourned at 4:07 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, March 11, 2024



AGENDA ITEM TITLE

Disbursement Report February 2024 (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending February 29, 2024. A summary of the major expenditures has been approximated by category and represents 96% of the total expenditure of \$3,790,383.65.

Payroll	\$1,209,613.00
Professional Services	\$143,319.00
Sanitation	\$364,199.00
Capital Outlay	\$343,169.00
Capital Outlay - Improvement	\$23,238.00
Supplies	\$126,969.00
Utilities	\$109,897.00
Contractual Payments	\$1,276,947.00
Minor Equipment	\$17,092.00
ACH Wells Fargo	\$28,313.00
Total	\$3,642,756.00

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of February 2024.

STAFF RECOMMENDATION

Approve the disbursement report and use of digital signatures to sign the Disbursements Report for the month of February 2024.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. February Revenue Report 2024
2. Cash & Investments Balances - February 2024
3. Disbursement Report - February 2024
4. Major Expenditures - February 2024

RECEIPTS REPORT FOR FEBRUARY 2024

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	128,706.69	180,085.75	88,016.58	709,501.22	146,194.10	15,718.76	245,901.75	209,996.26	0.00	5,091.23	1,729,212.34
105	STREETS	15,657.18	0.00	0.00	0.00	-1.00	0.00	0.00	196.00	0.00	0.00	15,852.18
120	RECREATION AND CULTURE	0.00	0.00	175.00	0.00	15,946.74	0.00	0.00	631.89	2,000.00	0.00	18,753.63
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	8,091.01	0.00	0.00	0.00	0.00	0.00	0.00	8,091.01
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	620,962.20	0.00	1,573.57	0.00	0.00	0.00	622,535.77
230	SEWER	0.00	0.00	0.00	0.00	677,305.84	0.00	1,986.90	879.35	0.00	0.00	680,172.09
235	STORMWATER	0.00	0.00	0.00	0.00	50,533.54	0.00	0.00	0.00	0.00	0.00	50,533.54
240	SANITATION	0.00	0.00	0.00	0.00	490,977.23	0.00	0.00	0.00	0.00	0.00	490,977.23
290	FLEET	0.00	0.00	0.00	0.00	78,720.00	0.00	0.00	0.00	0.00	0.00	78,720.00
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	147,205.27	0.00	0.00	7,476.44	0.00	0.00	154,681.71
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	31,438.99	2,500.00	0.00	0.00	33,938.99
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	3,407.88	0.00	0.00	0.00	3,407.88
590	BOND & INTEREST	18,550.61	0.00	0.00	0.00	0.00	0.00	597.60	0.00	0.00	0.00	19,148.21
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	162,914.48	180,085.75	88,191.58	717,592.23	2,229,515.04	15,718.76	284,906.69	221,679.94	2,000.00	5,091.23	3,907,695.70

City of Moscow Cash and Investments Balances as of 2/29/2024		
Fund	Year to Date Balance	
General Fund	\$	9,162,758.50
Street Fund	\$	2,465,845.87
Recreation & Culture	\$	1,357,493.25
MSDCP	\$	101,301.91
1912 Fund	\$	69,049.73
Transit Center	\$	71,154.36
Water Fund	\$	3,610,570.72
Sewer Fund	\$	4,344,674.02
Stormwater Fund	\$	347,754.83
Sanitation Fund	\$	3,877,021.83
Fleet Fund	\$	6,515,812.66
Information Systems	\$	5,615,867.84
Water Capital	\$	5,076,965.41
Sewer Capital	\$	19,873,609.19
Stormwater Capital	\$	327,974.39
Capital Projects	\$	10,867,934.71
Sanitation Capital	\$	7,778,514.27
LID Construction	\$	216.40
Hamilton	\$	789,143.65
Bond & Interest	\$	1,029,110.80
LID Funds	\$	35,611.11
Payroll Service	\$	1,218,530.46
Total Cash & Investments	\$	84,536,915.91

DISBURSEMENTS REPORT FOR FEBRUARY 2024												
	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE		2/1/2024	2/8/2024	2/15/2024	2/22/2024	2/29/2024	2/14/2024	2/8/2024	2/9/2024	2/9/2024	2/23/2024	
BATCH #		AP 2.2.2024	AP 2.9.2024	AP 2.16.2024	AP 2.23.2024	AP 2.29.2024	2/26/2024 AP 2.9.2024 AP 2.24.2024	AP 2.9.2024	AP 2.9.2024	ID93	ID94	
CHECK #'s		108201-108079	108080-108168	108169-108225	108226-108280	108281-108345	February CC ACH's	February ACH's	108134	21602-21603	21604-21605	
Fund #												
101	GENERAL	8,791.41	225,598.32	1,007,255.73	3,983.82	20,955.40	9,584.78		(242.72)	345,490.45	369,793.63	1,991,210.82
105	STREETS	449.98	48,403.52	785.29	5,518.97	1,534.14	60.43			28,475.75	29,444.39	114,672.47
120	RECREATION AND CULTURE	101.00	31,629.81	3,894.00	8,948.70	17,701.96	5,536.09			58,498.13	59,031.77	185,341.46
121	MSD COMM. PLAY FIELDS	919.91	126.45			12,965.57	67.97			3,229.58	6,209.13	23,518.61
123	1912 CENTER		10,750.00									10,750.00
128	TRANSIT CENTER		1,292.42			1,068.10						2,360.52
220	WATER	26,330.44	50,977.89	10,871.74	18,603.52	27,623.36	2,224.68		(90.53)	52,937.94	50,682.53	240,161.57
230	SEWER	14,151.99	51,731.61	14,209.82	1,846.84	57,900.15	4,515.38	20,697.72		51,900.59	51,371.84	268,325.94
235	STORMWATER		892.89	754.40	177.25					17,111.21	17,419.51	36,355.26
240	SANITATION	8,684.50	110,256.28		90.12	5,967.55	42.38	235,129.80		6,886.27	7,162.41	374,219.31
290	FLEET	9,990.37	7,630.68	24,457.57	3,324.71	1,101.07	88.92			10,597.81	10,773.21	67,964.34
295	INFORMATION SYSTEMS	43,805.55	24,572.94	114.81	9,932.62	4,473.46	6,192.53			16,024.31	16,572.31	121,688.53
320	WATER CAPITAL PROJECTS		401.00	211,855.70	112,623.22							324,879.92
330	SEWER CAPITAL PROJECTS		3,462.50									3,462.50
335	STORMWATER CAPITAL PROJECTS											0.00
340	SANITATION CAPITAL PROJ											0.00
350	CAPITAL PROJECTS	11,893.79	11,344.00	596.43	1,284.40	353.78						25,472.40
355	LID CONSTRUCTION											0.00
380	HAMILTON - PARKS & REC											0.00
590	BONDS & INTEREST											0.00
	TOTAL	125,118.94	579,070.31	1,274,795.49	166,334.17	151,644.54	28,313.16	255,827.52	(333.25)	591,152.04	618,460.73	3,790,383.65

Gina Taruscio

Hailey Lewis

Bryce Blankenship

Sarah L. Decker, Director of Finance & Employee Services

Sanitation		Utilities					
Finley Buttes Landfill	\$	108,005.22	Avista Utilities	\$	109,896.60		
Garbage - January 2024			January 2024				
Finley Buttes Landfill	\$	366.06		\$	109,896.60		
Fuel relief - January 2024							
Latah Sanitation (ACH Payment)	\$	255,827.52		Payroll	\$	1,209,612.77	
Monthly LSI Billing for January 2024							
	\$	364,198.80					
Supplies			Contractual Payments				
Hach Company	\$	5,840.00	Heart of the Arts	\$	10,750.00		
CL 17 Analyzer			Humane Society of the Palouse	\$	4,705.00		
Oxarc, Inc.	\$	3,082.00	Palouse Trail Committee	\$	10,000.00		
Chlorine			Infosend, Inc.	\$	3,727.85		
CHS, Inc.	\$	8,562.00	City of Pullman	\$	1,000,000.00		
Diesel fuel (3,000 gals @ \$2.854/ea)			CivicPlus, LLC	\$	9,932.62		
CHS, Inc.	\$	10,520.00	Whitcom 911	\$	194,218.50		
Unleaded fuel (4,000 gals @ \$2.63/ea)			BS&A Software	\$	37,298.00		
Grainger, Inc.	\$	2,808.21	Moscow Volunteer Fire Department	\$	1,750.00		
Replacement pump to de-water			CompuNet, Inc.	\$	4,564.74		
Hach Company	\$	2,990.60				\$	1,276,946.71
TN/TP Analyzer, reagents and solutions							
Howard Hughes Appliance & TV	\$	2,724.90		ACH Wells Fargo			
Washer & dryer for the Pump House			Commercial Card Expense- February 2nd	\$	6,634.52		
John S. Pocock, LLC	\$	2,703.75	Commercial Card Expense- February 9th	\$	5,881.86		
Road salt delivery (36.05 tons @ \$75.00/ea)			Commercial Card Expense- February 16th	\$	10,375.78		
John S. Pocock, LLC	\$	2,757.75	Commercial Card Expense- February 24th	\$	5,421.00		
Road salt transport (36.77 tons @ \$75.00/ea)							
M.L. Albright & Sons, Inc.	\$	7,105.38				\$	28,313.16
Labor, Materials & Equipment to repair damaged water line							
Anarchy Outdoors	\$	2,771.58		Capital Outlay- Improvements			
9 winter jackets for SWAT team			Alta Science and Engineering, Inc.	\$	4,284.39		
Barclay Dean Architectural Products	\$	3,868.00	Progress Report #7 for South Main Pedestrian Underpass TAP Design				
RC-GYM Curtain Motor & Synchronizer			Strom Electric, Inc.	\$	7,609.40		
Dog Waste Depot	\$	5,979.48	Paradise Path- Phase II Lighting pay app 5 - Retainage payment				
Dog Waste Bags for Parks			Avista Utilities	\$	11,344.00		
Enviro-Clean Equipment, Inc.	\$	3,920.45	Avista Agreement for City Hall Parking Lot Lighting	\$	23,237.79		
Pinion Shaft for Jet truck							
H.D Fowler Company	\$	5,471.75					
Parts to replace broken valves at D & Jefferson				Capital Outlay			
H.D Fowler Company	\$	4,861.17	H.D Fowler Company	\$	12,204.11		
Parts for valve repair at 7th & Adams			New & broken meter replacements				
H.D Fowler Company	\$	4,243.32	Hatfield & Dawson Consulting Eng., LLC	\$	3,960.00		
Parts for F & Orchard repair and re-stock of brass			MOSCOW.001-TME CAPRAD 700 MHz FCC Application (for Region 12 RPC)				
J.R. Simplot Company	\$	11,845.35	Motley-Motley	\$	3,462.50		
Seed for turf, field 2 turf			Pot hole services for the Alley E. of Washington - 5th to 8th Sewer Main Replacement	\$	211,855.70		
Oxarc, Inc.	\$	27,919.42	T M I. Construction, Inc.	\$	4,715.70		
Sodium Hypochlorite, Chlorine and SO2			Pay App 14 for Booster Stations Phase II				
Whitney Equipment, Co.	\$	6,994.00	J-U-B Engineering, Inc.	\$	106,971.42		
Battery Box with built in LTE cell phone and cell service			Booster Station Phase II - Task 2 January 2024				
	\$	126,969.11	T M I. Construction, Inc.	\$			
			Pay App 15 for Booster Stations Phase II				
						\$	343,169.43

Total: **\$1,578,263.04**

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, March 11, 2024



AGENDA ITEM TITLE

Fourth Quarter Financial Report July 1, 2023 to September 30, 2023 for FY2023 (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Presentation of the financial report for the fourth quarter of Fiscal Year 2023 (July 1, 2023 to September 30, 2023).

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the FY2023 Fourth Quarter Report, or provide staff with further direction

STAFF RECOMMENDATION

Approve the fourth quarter report for Fiscal Year 2023 (July 1, 2023 to September 30, 2023).

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Quarterly Financials September FY23 - Council Report
2. Quarterly Financials September FY23 - Summary

City of Moscow
QUARTERLY FINANCIAL REPORT
Budget For Fiscal Year Ending 9/30/2023
SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

				Percent of Year 100%
				Budget to
				Actual
				To Date
	Fund	Original Budget	Final Budget	September-23 YTD
101	General Fund Revenues	20,275,998	20,275,998	19,933,311
	Salaries & Benefits	10,382,724	10,382,724	9,299,350
	Operations	4,688,383	4,688,383	4,039,686
	Capital Outlay	23,865	23,865	20,503
	Transfers	5,181,026	5,181,026	4,577,894
	Total General Fund Expenditures	20,275,998	20,275,998	17,937,433
105	Street Department Revenues	4,236,497	4,236,497	3,999,659
	Salaries & Benefits	939,406	939,406	801,199
	Operations	1,398,391	1,398,391	1,311,969
	Capital Outlay	0	0	0
	Transfers	1,898,700	1,898,700	1,951,717
	Total Street Fund Expenditures	4,236,497	4,236,497	4,064,886
120	Recreation & Culture Revenues	3,751,662	3,751,662	3,622,021
	Salaries & Benefits	2,234,848	2,234,848	1,948,548
	Operations	1,338,864	1,338,864	1,157,737
	Capital Outlay	28,250	28,250	28,062
	Debt Service	0	0	0
	Transfers	149,700	149,700	464,700
	Total Parks & Rec Expenditures	3,751,662	3,751,662	3,599,047
121	MSD Community Playfields Revenues	304,676	304,676	156,263
	Salaries & Benefits	68,392	68,392	70,525
	Operations	117,469	117,469	61,451
	Transfers	118,815	118,815	118,815
	Total MSD Community Playfields	304,676	304,676	250,791
123	1912 Center Revenues	159,420	159,420	159,657
	Operations	139,500	139,500	131,179
	Capital Outlay	19,920	19,920	0
	Total 1912 Center Expenditures	159,420	159,420	131,179
128	Transit Center Revenues	98,865	98,865	44,020
	Operations	23,865	23,865	20,473
	Transfers	75,000	75,000	75,000
	Total Transit Center Fund	98,865	98,865	95,473
220	Water Fund Revenues	7,814,094	7,814,094	7,425,083
	Salaries & Benefits	1,522,055	1,522,055	1,219,470
	Operations	2,861,553	2,861,553	1,548,681
	Capital Outlay	130,000	130,000	259,227
	Debt Service	268,222	268,222	266,620
	Transfers	3,032,264	3,032,264	3,032,264
	Total Water Fund Expenditures	7,814,094	7,814,094	6,326,263

230	Sewer Fund Revenues	9,048,413	9,048,413	9,253,272	102.26%
	Salaries & Benefits	1,525,705	1,525,705	1,408,716	92.33%
	Operations	2,505,302	2,505,302	2,019,679	80.62%
	Capital Outlay	168,000	168,000	63,075	37.54%
	Debt Service	1,100,981	1,100,981	1,088,143	98.83%
	Transfers	3,748,425	3,748,425	4,253,425	113.47%
	Total Sewer Fund Expenditures	9,048,413	9,048,413	8,833,038	97.62%
235	Stormwater Fund Revenues	1,376,719	1,376,719	1,208,180	87.76%
	Salaries & Benefits	525,731	525,731	457,824	87.08%
	Operations	357,959	357,959	127,313	35.57%
	Capital Outlay	25,000	25,000	22,240	88.96%
	Debt Service	0	0	0	0.00%
	Transfers	468,029	468,029	433,250	92.57%
	Total Sewer Fund Expenditures	1,376,719	1,376,719	1,040,627	75.59%
240	Sanitation Fund Revenues	6,537,987	6,537,987	7,088,375	108.42%
	Salaries & Benefits	209,905	209,905	202,574	96.51%
	Operations	5,279,987	5,279,987	5,091,808	96.44%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,048,095	1,048,095	1,193,095	113.83%
	Total Sanitation Fund	6,537,987	6,537,987	6,487,477	99.23%
290	Fleet Management Revenues	5,168,274	5,168,274	2,238,108	43.30%
	Salaries & Benefits	351,556	351,556	302,733	86.11%
	Operations	3,635,718	3,635,718	585,855	16.11%
	Capital Outlay	1,181,000	1,181,000	796,583	67.45%
	Debt Service	0	0	0	0.00%
	Transfers	0	0	0	0.00%
	Total Fleet Management Expenditures	5,168,274	5,168,274	1,685,172	32.61%
295	Information Systems	5,584,613	5,584,613	1,939,468	34.73%
	Salaries & Benefits	623,469	623,469	614,358	98.54%
	Operations	2,445,910	2,445,910	739,858	30.25%
	Capital Outlay	2,511,234	2,511,234	248,720	9.90%
	Transfers	4,000	4,000	4,000	100.00%
	Total Information Systems Expenditures	5,584,613	5,584,613	1,606,935	28.77%
Revenue for Miscellaneous Funds					
320	Water Construction Fund	10,610,214	10,610,214	1,415,046	13.34%
330	Sewer Construction Fund	17,691,255	17,691,255	3,088,511	17.46%
335	Stormwater Capital Fund	598,429	598,429	446,308	74.58%
340	Sanitation Construction Fund	7,198,083	7,198,083	412,966	5.74%
350	Capital Projects Fund	7,592,559	7,592,559	6,908,927	91.00%
355	LID Construction Fund	26,975	26,975	350	1.30%
380	Hamilton P & R	32,000	32,000	30,891	96.53%
590	Bond & Interest Debt Service Fund	1,046,920	1,046,920	1,056,579	100.92%
595	LID Bonded Debt Service Fund	35,611	35,611	0	0.00%
	Total Miscellaneous Fund Revenue	44,832,046	44,832,046	13,359,578	29.80%
Expenses for Miscellaneous Funds					
320	Water Construction Fund	10,610,214	10,610,214	5,391,685	50.82%
330	Sewer Construction Fund	17,691,255	17,691,255	1,349,074	7.63%
335	Stormwater Capital Fund	598,429	598,429	347,687	58.10%
340	Sanitation Construction Fund	7,198,083	7,198,083	0	0.00%
350	Capital Projects Fund	7,592,559	7,592,559	7,354,673	96.87%
355	LID Construction Fund	26,975	26,975	26,975	100.00%
380	Hamilton P & R	32,000	32,000	32,000	100.00%
590	Bond & Interest Debt Service Fund	1,046,920	1,046,920	1,074,960	102.68%
595	LID Bonded Debt Service Fund	35,611	35,611	0	0.00%
	Total Miscellaneous Fund Expenses	44,832,046	44,832,046	15,577,053	34.75%
	Total City Revenue (1)	109,189,264	109,189,264	70,426,995	64.50%
	Total City Expenses	109,189,264	109,189,264	67,635,374	61.94%

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

City of Moscow

QUARTERLY FINANCIAL REPORT

Budget For Fiscal Year Ending 9/30/2023

SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

	Original Budget	Final Budget	September-23 YTD	Percent of Year 100% Budget to Actual To Date
General Fund				
Revenues	20,275,998	20,275,998	19,933,311	98.31%
Salaries & Benefits	10,382,724	10,382,724	9,299,350	89.57%
Operations	4,688,383	4,688,383	4,039,686	86.16%
Capital Outlay	23,865	23,865	20,503	85.91%
Transfers	5,181,026	5,181,026	4,577,894	88.36%
Total General Fund Expenditures	20,275,998	20,275,998	17,937,433	88.47%
Bond & Interest Debt Service Revenue	1,082,531	1,082,531	1,056,579	97.60%
Bond & Interest Debt Service Expenditures	1,082,531	1,082,531	1,074,960	99.30%
Other Governmental Funds				
Revenues	8,551,120	8,551,120	7,981,620	93.34%
Salaries & Benefits	3,242,646	3,242,646	2,820,272	86.97%
Operations	3,018,089	3,018,089	2,682,810	88.89%
Capital Outlay	48,170	48,170	28,062	0.00%
Transfers	2,242,215	2,242,215	2,610,232	116.41%
Debt Service	0	0	0	0.00%
Total Other Governmental Expenditures	8,551,120	8,551,120	8,141,376	95.21%
All Capital Projects Funds				
Revenues	43,749,515	43,749,515	12,303,000	28.12%
Capital Outlay	43,749,515	43,749,515	14,502,093	33.15%
Total Capital Projects Expenditures	43,749,515	43,749,515	14,502,093	33.15%
Enterprise Funds				
Revenues	24,777,213	24,777,213	24,974,910	100.80%
Salaries & Benefits	3,783,396	3,783,396	3,288,584	86.92%
Operations	11,004,801	11,004,801	8,787,481	79.85%
Capital Outlay	323,000	323,000	344,542	106.67%
Debt Service	1,369,203	1,369,203	1,354,763	98.95%
Transfers	8,296,813	8,296,813	8,912,034	107.42%
Total Enterprise Fund Expenditures	24,777,213	24,777,213	22,687,404	91.57%
Internal Service Funds				
Revenues	10,752,887	10,752,887	4,177,576	38.85%
Salaries & Benefits	975,025	975,025	917,091	94.06%
Operations	6,081,628	6,081,628	1,325,713	21.80%
Capital Outlay	3,692,234	3,692,234	1,045,303	28.31%
Debt Service	0	0	0	0.00%
Transfers	4,000	4,000	4,000	100.00%
Total Fleet & IS Expenditures	10,752,887	10,752,887	3,292,108	30.62%
Total City Revenue (1)	109,189,264	109,189,264	70,426,995	64.50%
Total City Expenses	109,189,264	109,189,264	67,635,374	61.94%

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

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

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, March 11, 2024



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

Cody Riddle, Deputy City Supervisor - Community Development

DESCRIPTION

Inland North Waste is sponsoring an Earth Day Celebration on Saturday, April 19th, from 3 to 7 pm in East City Park. The annual event honors the ways our community protects and preserves our environment and is offered free of charge. Live music and eco-minded organizations are part of this event, in addition to food and a beer garden. The applicant anticipates 1 (one) licensed beer and/or wine vendor in the beer garden, which is estimated to be 25'x25' in size. Following standard operating procedures for events with alcohol within a City Park, Inland North Waste is requesting the allowance of attendees to possess and consume alcoholic beverages within the 25'x25' beer garden during the aforementioned date and time. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration to permit this typically prohibited activity.

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

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

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Alcohol Use Application
2. Resolution 2024_Beer-Wine_Park_Earth Day Celebration_final

City of Moscow Community Events Division
ALCOHOL USE APPLICATION



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

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

Timeline for requesting Alcohol Use:

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

Event Name: Earth Day **Event Date(s):** April 19, 2024

Event Location: East City Park

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

Individual responsible per Event Application/Parks Reservation: Stevie Steely-Johnson

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.

Signature of Individual responsible for Event

Date

Date Received: 2/14/24

Date non-refundable fee paid: 2/20/24

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 EXEMPTION TO THE OPEN CONTAINER PROHIBITION IN A PUBLIC PARK UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 5-13-4.B, 9-6-35 AND 10-1-12; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code Title 5, Chapter 13, Section 13-4.B. and Title 9, Chapter 6, Section 6-35 prohibit the possession of alcoholic beverages while present in a public park in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

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

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

WHEREAS, the Permitted Event is an event 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 under certain conditions, contained herein and during limited hours during the Permitted Event; and

WHEREAS, Council wishes to prohibit the sale and 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, 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 CONSUMPTION OF BEER DURING EARTH DAY, APRIL 19, 2024:

Intent:

This Resolution is intended to allow the sale and consumption of beer 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 19th day of April, 2024, from 4:00 p.m. to 7:00 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the licensed vendor has current, paid up, off-premise alcohol liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event. City shall be named as an additional insured on the insurance policy of the Event Sponsor.
3. No less than ten (10) days prior to the Permitted Event, the Event Sponsor shall deliver to the Community Events Division the signed original of the Agreement with City, attached as Attachment “B”, to defend, hold harmless and indemnify the City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Event Sponsor’s use of the Park premises.
4. 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 only one (1) licensed vendor selling beer at the Permitted Event.
2. Event Sponsor is required to ensure that all beer shall be sold only by a licensed vendor.
3. 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 the 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.
5. The City shall play no role in determining which vendor shall be selected to sell alcoholic beverages during the Permitted Event, unless it is a City sponsored event.
6. The Event Sponsor shall provide at least two (2) persons to check proper identification for those who shall be sold beer during the Permitted Event. These persons shall be clearly identified and shall be stationed no less than ten feet (10') from the licensed vendor's sales or dispensing counter.
7. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer 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 vendor will sell beer, 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: (a) the beer garden within the Park; (b) the boundaries where the beer shall be sold and consumed, including entry and exit points; (c) identification checking area; and (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow Parks and Facilities Manager or their designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer sales, dispensing, and consumption shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. The designated beer sales and service area shall be physically separated from the rest of the Park by a barrier which is no less than forty-four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit point locations, as shown, on the site map required by this Resolution.
4. There shall be no more than one (1) entrance and one (1) exit to the designated beer sales and service area, as shown on the map required by this Resolution.
5. All food sales and service shall be located outside the approved area and have a space of no less than ten feet (10') between the approved barrier and food sales or service area.
6. No person shall be allowed to purchase, possess, or consume beer other than within the area designated for beer sales and service as shown on the map required by this Resolution. Only persons with a designated wristband shall be allowed to purchase, possess, and consume beer.

7. All beer shall be dispensed in and consumed from its original containers. Such containers shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage.
8. Every occupant within the designated beer sales and service area shall provide identification to law enforcement officers, hired security, or City employees who request it.
9. No person under twenty-one (21) years of age shall be present in the designated beer sales and service area.
10. A sign shall be prominently posted at or near the entrance and exit to the designated beer service and sales area stating that service to persons under twenty-one (21) years of age is prohibited.
11. Beer shall be sold and consumed only within the designated area in the Park between the hours of 4:00 p.m. and 7:00 p.m. local time on the 19th day of April, 2024, during the Permitted Event.
12. No person shall carry or consume any alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event. Consumption of alcohol within the Park and outside of the designated beer sales and service area shall be considered a violation of the City's open container ordinance.

Fee:

The Event Sponsor shall submit to the Community Events Division, within ten (10) days of the Event, any remaining required 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 parks for a period of no less than five (5) years.

PASSED on Motion by the Following Vote:

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

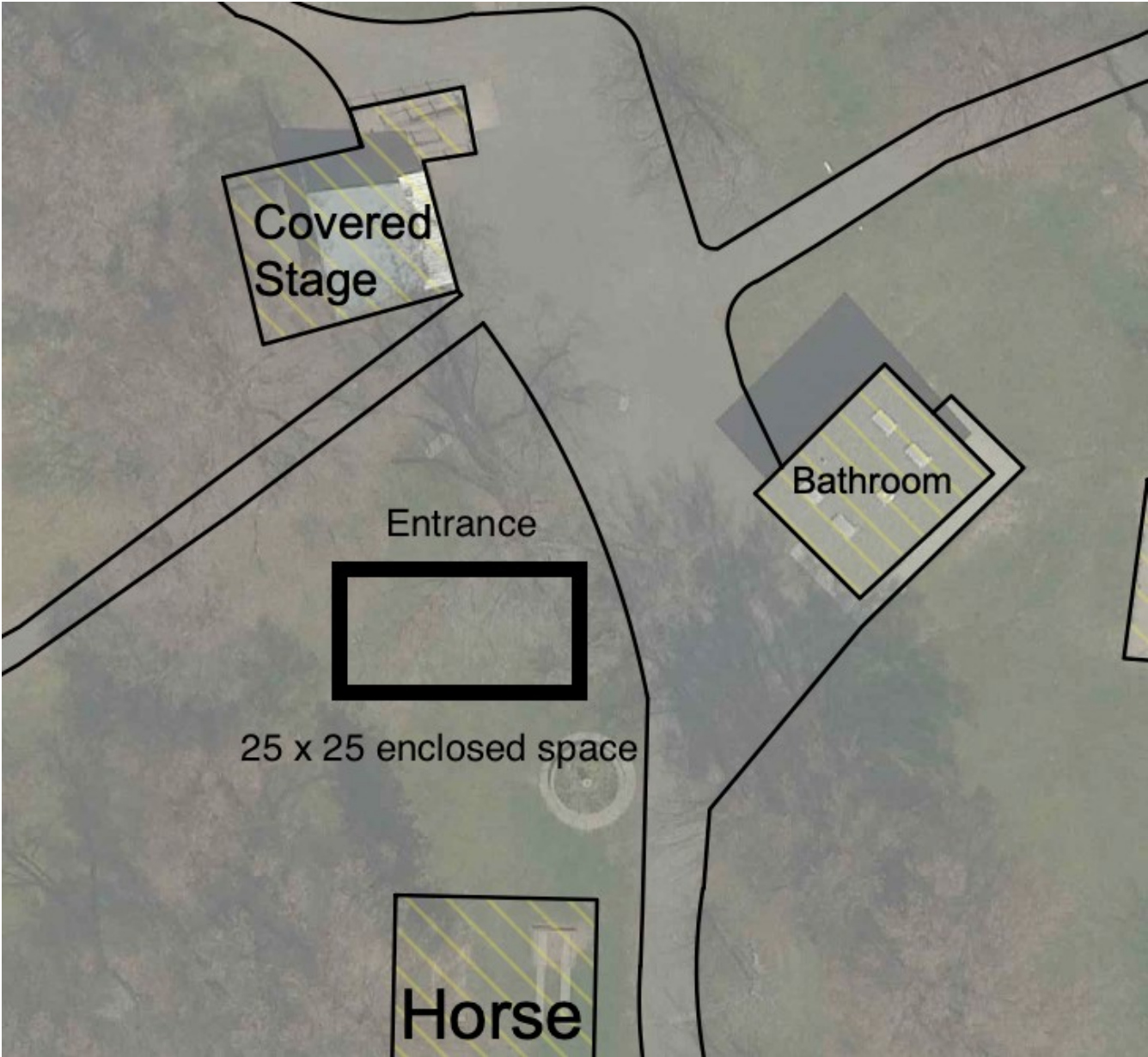
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this ____ day of _____, 2024.

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 “B”

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

THIS AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY, between City of Moscow, Idaho (hereinafter “CITY”) and the sponsor of the Event, Inland North Waste (hereinafter “SPONSOR”), is made and entered into this [date] day of [month], 2024.

WHEREAS, Resolution No. 2024-_____ of the City of Moscow, Idaho, passed and approved on the [date] day of [month], 2024, provides, in part, for the person(s) and/or group holding the approved event, Earth Day (hereinafter “Event”), to enter into an agreement with CITY to defend, hold harmless and indemnify CITY, its agents, servants, employees, officers, and contractors from any and all claims, causes of action, or damages which may arise from the SPONSOR’s use of CITY Park premises for the approved Event; and

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY and SPONSOR agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY;

SPONSOR, through its duly and specifically authorized agents, hereby releases CITY and agrees, contracts and covenants not to bring suit, and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR’s own agents, officers, employees and representatives to which SPONSOR might otherwise be immune, arising from the Event scheduled to occur the 19th day of April, 2024, permitted under the terms of Resolution No. 2024-_____.

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

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

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

I, Stevie Steely-Johnson, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I have the authority to bind Inland North Waste (INW) to this Agreement.

SIGNED this _____ day of _____, 2024.

INLAND NORTH WASTE.

CITY OF MOSCOW, IDAHO

Stevie Steely-Johnson
INW Chief Administrative Officer

Arthur D Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, March 11, 2024



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

DESCRIPTION

Starship Technologies, who have operated personal delivery devices in the public right-of-way for the last year, are seeking approval of a new, non-exclusive license agreement, to continue delivery services. The devices (delivery robots) will operate primarily on public sidewalks to deliver food and beverages from various establishments. Their operation has not caused issues or safety problems for the traveling public, and data shows a measurable reduction in vehicle miles traveled and emissions. With that, the proposal is to issue a new three-year agreement. The limitation to a maximum of thirty (30) devices and prohibition on delivering alcohol will remain. The devices will continue to be stored and deployed from the Vandal Store on the University campus.

The City does not have the ability to prohibit the use of personal delivery devices. Idaho State Code 40-2305 authorizes their operation within the public right-of-way. The statute does allow local municipalities to adopt regulations to ensure their safe operation. The attached license agreement includes provisions to protect other uses of the right-of-way. These standards, combined with the provisions of State Law, will ensure a safe environment for all users of the right-of-way. A copy of the State Statute is attached for reference.

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Recommend approval of the license agreement with Starship Technologies.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Section 40-2305 – Idaho State Code
2. Updated Use Report

3. Starship PDD License Agreement _2024 Renewal_Draft_clean



Idaho Statutes

Idaho Statutes are updated to the web July 1 following the legislative session.

TITLE 40
HIGHWAYS AND BRIDGES
CHAPTER 23

MISCELLANEOUS PROVISIONS

40-2305. PERSONAL DELIVERY DEVICES. (1) Notwithstanding any provision of law to the contrary, a personal delivery device as defined in section 49-117, Idaho Code, is authorized to operate on sidewalks, crosswalks, and the sides or berms of highways; provided, however, that this section does not restrict a county, municipality, or highway district from otherwise adopting regulations for the safe operation of personal delivery devices consistent with this section.

(2) All personal delivery devices shall obey all traffic and pedestrian control devices and signs.

(3) A personal delivery device operating on sidewalks and crosswalks has all the rights and duties applicable to a pedestrian under the same circumstances, except that the personal delivery device shall not unreasonably interfere with pedestrians or traffic and shall yield the right-of-way to pedestrians on sidewalks and crosswalks.

(4) All personal delivery devices shall include a plate or marker that identifies the name and contact information of the operator of the personal delivery device and a unique identifying device number.

(5) All personal delivery devices shall be equipped with a braking system that, when active or engaged, enables the personal delivery device to come to a controlled stop.

(6) No personal delivery device shall transport hazardous materials or hazardous wastes that are regulated pursuant to the hazardous materials transportation act, 49 U.S.C. 5101-5128, and require placarding pursuant to subpart F of 49 CFR 172.

(7) No personal delivery device shall be operated on a public highway in the state, except on the side or berm of the road or to the extent necessary to cross a crosswalk.

(8) No personal delivery device shall operate on a sidewalk or crosswalk unless the personal delivery device operator is controlling or monitoring the navigation and operation of the personal delivery device.

History:

[40-2305, added 2017, ch. 147, sec. 4, p. 364; am. 2022, ch. 98, sec. 1, p. 340.]

How current is this law?

Search the Idaho Statutes and Constitution

STARSHIP TECHNOLOGIES, INC. QUARTERLY OPERATIONS REPORT CITY OF MOSCOW Q1 2024¹ (up to end of Feb 2024)	
Number of Deliveries	13,958
Number of Cumulative Miles Driven	14,670
Estimated Reduction in CO ₂ Emissions ²	4,108 kg
Number of PDDs deployed	13
Deployment hours	8am-8pm
Partnerships with Moscow businesses ³	1

¹ All data in this report is cumulative from the beginning of our operations in Moscow on 17th of March, 2022.

² This calculation reflects the amount of kg CO₂ that would have been emitted, if Starship's customers had used a vehicle – with a traditional combustion engine – to transport their goods, rather than the company's PDDs.

³ Starship is currently partnered with the University of Idaho through Chartwells dining services.

**CITY OF MOSCOW
LICENSING AGREEMENT
FOR THE RIGHT OF WAY OCCUPANCY PERMIT
FOR STARSHIP TECHNOLOGIES**

THIS LICENSING AGREEMENT FOR THE RIGHT OF WAY OCCUPANCY PERMIT (hereinafter “Agreement”) shall become effective _____, 2024, between the City of Moscow, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”), and Starship Technologies, Inc. whose business address is 535 Mission Street, Floor 19, San Francisco, California 94105, a U.S. company with headquarters in San Francisco, California (hereinafter “Permit Holder”).

Preamble

WHEREAS, the purpose of the Permit is to provide Permit Holder with the non-exclusive authority to operate personal delivery devices (PDDs) on certain public sidewalks in the **City of Moscow** (“CITY”) and transitorily on public spaces interconnected to sidewalks; and

WHEREAS, CITY has authority over public sidewalks and public spaces interconnected to sidewalks (individually and collectively, “Right of Way”); and

WHEREAS, Idaho Code §49-117(8) defines a “personal delivery device” (hereinafter “PDD”) as “an electrically powered device that is operated on sidewalks, crosswalks, and the sides or berms of highways and is intended primarily to transport property; weighs less than five hundred fifty (550) pounds, excluding cargo; operates at a maximum speed of ten (10) miles per hour when on sidewalks; and is equipped with technology to allow for operation of the device with or without the active control or monitoring of a natural person.”; and

WHEREAS, Idaho Code §40-2305(1), authorizes a municipality to adopt regulations for the safe operation of PDD’s consistent with Title 40, Chapter 23, Section 40-2305 of the Idaho Code; and

WHEREAS, Idaho Code §40-2305(2), requires all PDD’s to “obey all traffic and pedestrian control devices and signs”; and

WHEREAS, Idaho Code §40-2305(3), requires a PDD to not “unreasonably interfere with pedestrians or traffic and shall yield the right-of-way to pedestrians on sidewalks and crosswalks.”; and

WHEREAS, Idaho Code §40-2305(4), requires all PDD’s to have “a plate or marker that identifies the name and contact information of the operator of the personal delivery device and a unique identifying device number.”; and

WHEREAS, Idaho Code §40-2305(5), requires all PDD's to be "equipped with a braking system that, when active or engaged, enables the personal delivery device to come to a controlled stop."; and

WHEREAS, Idaho Code §40-2305(6), prohibits all PDD's from transporting "hazardous materials or hazardous wastes that are regulated pursuant to the hazardous materials transportation act, 49 U.S.C. 5101-5128, and require placarding pursuant to subpart F of 49 CFR 172."; and

WHEREAS, Idaho Code §40-2305(7), prohibits all PDD's from operating on a public highway in the state, except on the side or berm of the road or to the extent necessary to cross a crosswalk."; and

WHEREAS, Idaho Code §40-2305(8), prohibits PDD's from operating "on a sidewalk or crosswalk unless the personal delivery device operator is controlling or monitoring the navigation and operation of the personal delivery device."; and

WHEREAS, CITY and Permit Holder executed a Licensing Agreement for the Right of Way Occupancy Permit for Starship Technologies on March 20, 2023 and Permit Holder is seeking to continue the permit to operate PDDs to deliver food, groceries, and packages within the City; and

WHEREAS, CITY is willing to continue to authorize use of PDDs, subject to the Terms and Conditions contained herein, and the PDD Permit issued concurrently herewith;

NOW, THEREFORE, based upon the above recitals, which are incorporated into this Agreement, Permit Holder hereby agrees to the following Terms and Conditions of the Permit as follows:

Article I **Responsibilities of Permit Holder.**

A. Use of Public Space.

Permit Holder shall pay a non-refundable annual license fee as required by CITY, pursuant to a fee set by City Council through a Resolution, for permission to use CITY'S Right of Way as detailed herein.

Pursuant to the Permit, and subject to these Terms and Conditions, Permit Holder is authorized to operate PDDs on sidewalks (and public spaces interconnected to sidewalks), with the limited exception that PDDs are not permitted within the Downtown area during Special Events. CITY shall provide Permit Holder written notice of the dates and times of the Special Events, and the specific area where the PDD's will be prohibited from operating during the Special Event.

B. Compliance with Laws and Terms of Agreement.

Permit Holder shall comply with all applicable federal, state, and local laws, rules, regulations, and this Agreement, and shall obtain all applicable licenses required for Permit Holder's business operation in CITY and use of the Right of Way. Violation of any terms of this Agreement or of the law is grounds for immediate termination of this Agreement and require immediate removal of deployed devices.

C. Rules and Requirements of Permitted Operations.

Permit Holder may operate PDDs within city limits so long as its PDDs comply with the speed and weight limitations, as described herein, and meet all of the following requirements:

1. No more than thirty (30) PDDs shall be operated simultaneously on the Right of Way; Permit Holder may request permission from CITY to simultaneously operate additional PDDs, said request shall be made in writing to CITY and CITY will approve the request and modify the permit to reflect the additional approved number of PDDs, as long as Permit Holder is not in violation of this Agreement;
2. Each PDD shall be operated in accordance with all laws, ordinances, resolutions, rules, regulations, and this Agreement governing the Right of Way within which the PDD is operated;
3. Each PDD shall be monitored by one or more PDD operator(s) at all times. A "PDD operator" means an employee or agent of the Permit Holder who has the capability to remotely control or monitor the navigation and operation of the PDD. Permit Holder shall maintain a 24-hour hotline to field complaints and requests for immediate removal of devices;
4. Each PDD shall be operated in a safe and non-hazardous manner so as not to endanger pedestrians, bicyclists, other lawful users of public space, or property. PDDs shall not constitute an impediment to pedestrians with disabilities or mobility restrictions. PDDs shall be maintained, cleaned and repaired to function in a safe manner in accordance with specific manufacturer and customary industry standards. Permit Holder shall exercise its own due diligence in reviewing the safety of CITY's public right of ways to determine its sufficiency for the PDDs;
5. PDDs shall not exceed four (4) miles per hour;
6. Each PDD must yield the right-of-way to all lawful users of the public space, including pedestrians, bicyclists and vehicles;
7. Each PDD must be equipped with all of the following:

- i. A marker that clearly identifies the name of Permit Holder, along with the Permit Holder's address and telephone number, as well as a unique identification number for the device;
 - ii. A system that alerts the PDD operator if a technology failure or loss of communication occurs, and when such an alert is given that:
 - a. The operator is to assume direct control of the PDDs; and
 - b. If the operator is unable to assume control of the device, they must cause the PDD to safely come to an off-roadway stop, and remove the PDD from CITY right of way;
 - iii. A braking system that enables the PDD to come to a controlled stop; and
 - iv. If the PDD is being operated between sunset and sunrise, a light on both the front and rear of the device is required to be installed that is visible on all sides of the PDD in clear weather from a distance of at least five hundred (500) feet to the front and rear of the PDD when directly in front of low beams of headlights on a motor vehicle.
- 8. A PDD on public space shall be maintained in good working order, including the following:
 - i. Any vandalized or otherwise damaged PDD shall be promptly removed from operations, and shall remain out of service until the underlying vandalism or damage has been corrected;
 - ii. The exterior of the PDD shall be reasonably clean and free of dents, blemishes, and discoloration; and
 - iii. In the case of a technology failure or other circumstance that causes the PDD to come to a stop in a location other than property owned by the Permit Holder, the Permit Holder shall remove the PDD within twenty-four (24) hours of notice.
- 9. PDD's are prohibited from being stored and/or parked in CITY rights of way or on CITY property.
- 10. PDD's are prohibited from being used to deliver alcohol.

D. Reporting to CITY.

1. Permit Holder shall submit a quarterly report to the CITY, upon commencement date of PDD operations. The quarterly report will include the following Public Benefit Measures:
 - i. Total number of miles traveled per day, per PDD, number of PDDs deployed, times of deployment and deliveries made by the PDDs within the boundaries of city limits;
 - ii. Total number of partnerships that the Permit Holder has entered into with City of Moscow businesses; and
 - iii. Estimated reductions in CO₂ emissions in the CITY: a calculation based on personal trips and deliveries that would have been made by traditional combustion engines but were instead made by Permit Holder's PDDs.
2. Incident Reporting
 - i. For any alleged incidents involving injury or damage caused by PDDs to an individual, animal or personal/public property about which the Permit Holder is made aware, Permit Holder will promptly conduct an internal investigation via the Permit Holder's Safety team. Upon the conclusion of such investigation, the Permit Holder will promptly provide to CITY a copy of the investigative report and findings, to include details of the location, date and time of the incident, injuries sustained, damage and approximate cost for repair/reimbursement and other relevant data regarding the incident.
 - ii. For any alleged departure from city limits or entering the prohibited designated area during Special Events, Permit Holder shall promptly provide to CITY details including the location, date and time and other relevant data regarding the incident.

E. Customer Service.

Permit Holder shall provide a customer service representative from 8 a.m. to 5 p.m. Pacific Time (business hours), seven (7) days per week, fifty-two (52) weeks per year (excluding Federal and locally recognized holidays), at no cost to CITY, for purposes of CITY to communicate with Permit Holder regarding any PDD issues. During non-business hours, Permit Holder's customer service representatives shall maintain a voicemail system and respond to inquiries from CITY within twenty-four (24) hours of request. Permit Holder's customer service representatives shall be competent and knowledgeable about the program in CITY and able to answer questions and provide information including, but not limited to, PDD operations. Permit Holder shall ensure that CITY has current

information on the phone number for the service. The phone number shall be prominently displayed on the PDD.

F. Indemnification.

The following obligations are in addition to those imposed by applicable provisions of CITY's rules and regulations.

Permit Holder agrees to and shall defend (with independent counsel approved by CITY), indemnify and hold harmless CITY, its officers, officials, employees, agents, and volunteers (collectively, "Indemnified Parties") from and against any and all third party claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of Permit Holder's (and its officers, officials, employees, agents, consultants, contractors, subcontractors) performance, non-performance, breach, or default under the terms of the PDD Permit, PDD operations, use of the Right of Way, any release or discharge or threatened release or discharge of any Hazardous Material (defined below) caused or allowed by Permit Holder, or from any activity, work, or thing done, permitted, or suffered by Permit Holder in or about the Service Area, which includes all of city limits (collectively, "Permit Holder Actions"). This indemnification obligation shall not apply to demands, actions, losses, damages, injuries, and liability arising out of CITY's sole or active negligence or willful misconduct.

In addition to Permit Holder's obligation to indemnify CITY, Permit Holder specifically acknowledges and agrees that it has an immediate and independent obligation to defend CITY from any claim that actually falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permit Holder by CITY and continues at all times thereafter.

This indemnification obligation shall include, without limitation, attorneys', experts' and consultants' fees and costs, investigation and remediation costs and all other reasonable costs and expenses incurred by the Indemnified Parties.

"Hazardous Materials" means any material that has been designated as hazardous under 49 U.S.C. Sec. 5103.

G. Insurance.

Permit Holder's insurance carrier is required to maintain an A.M. Best rating of not less than "A:VII". Permit Holder shall, at its own expense, procure and maintain in full force at all times during the term hereof the following insurance:

1. Commercial General Liability Coverage. Permit Holder shall maintain commercial general liability insurance written on an occurrence basis, on a

form that provides coverage at least as broad as form ISO CG 00 01, covering the insured with a duty to defend against claims of bodily injury, personal injury and property damage arising out of Permit Holder's activities, assumed liabilities, or use of any CITY property (including, without limitation, sidewalks, crosswalks, public thoroughfares, and rights-of-way) (the "City Property"), including contractual liability coverage for the performance by Permit Holder of the indemnity agreements set forth herein, and coverage for damage to the City Property (including all improvements in Permit Holder's care, custody, or control), for limits of no less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) annual aggregate limit for bodily injury, personal injury, and One Million Dollars (\$1,000,000) annual aggregate for property damage liability.

2. Automobile Liability Insurance. Permit Holder shall maintain automobile liability insurance covering all vehicles used in the performance hereof providing a One Million Dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage. Coverage shall be applicable to all owned, hired, or non-owned vehicles on the City Property.
3. Compliance with State Workers' Compensation Requirements. Permit Holder covenants that it will insure itself against liability for Workers' Compensation pursuant to the laws of the Commonwealth of Idaho. Permit Holder shall, at all times, upon demand of the CITY, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in accordance with the applicable law. The insurer shall also agree to waive all rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Permit Holder for the CITY. Permit Holder shall increase coverage limits upon written demand of the CITY provided that said increases are reasonable and justifiable by CITY.
4. Damage to Permit Holder Property. Permit Holder hereby waives any recovery of damages against CITY (including its employees, officers, directors, agents, or representatives) for loss or damage to any structures, tenant improvements and betterments, fixtures, equipment, and any other personal property, except to the extent arising out of CITY's sole or active negligence or willful misconduct.
5. Other insurance provisions. The policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured. CITY, its officers, agents, employees, and volunteers are to be covered as an additional insured with respect to liability arising out of activities performed by or on behalf of Permit Holder and operations of Permit Holder, premises owned, occupied, or used by Permit Holder. The coverage shall contain no special limitations on the scope or protection afforded to CITY, its officers, officials, employees, agents, or volunteers. Except for worker's compensation insurance, the policies mentioned in this subsection shall name CITY as an additional insured and provide for thirty (30) days prior notice to the City of any cancellation or change in coverage. Permit Holder shall also provide timely and prompt notice to CITY if Permit Holder receives any notice of cancellation or nonrenewal from its insurer;
- ii. Primary Coverage. Permit Holder's insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, agents, and volunteers. Any insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials, employees, agents, or volunteers shall be in excess of Permit Holder's insurance and shall not contribute with it;
- iii. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect the coverage provided to CITY, its officers, officials, employees, agents, or volunteers; and
- iv. Verification of Coverage. Prior to the commencement date of the PDD Permit, Permit Holder shall deliver to CITY certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to CITY, evidencing the coverages required hereunder.

H. Consideration.

Permit Holder agrees to pay the annual permit fee, which said fee is set by a Fee Resolution passed by the City Council every year.

Article II Reservations of Authority by CITY.

A. Termination.

Notwithstanding anything in these Terms and Conditions to the contrary, CITY may at its sole option freely revoke and terminate the PDD Permit at any time without cause or liability, and without any obligation to pay any consideration to Permit Holder, if CITY determines termination of this Permit is in the best interests of CITY; provided, however, that before any revocation or termination

is effective, Permit Holder is given seventy-two (72) hours to cure the basis for the revocation or termination, if possible. Upon any such termination or revocation, these Terms and Conditions shall automatically terminate, the PDD Permit shall automatically be revoked, and Permit Holder shall immediately stop PDD operations on CITY'S Right of Way.

Notwithstanding the above, Permit Holder shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by Permit Holder or for claims filed during the time period where this Agreement was effective. This provision shall survive the termination of this Agreement and shall not relieve Permit Holder of its liability to CITY for damages, indemnification and insurance coverage as detailed in Article I, Sections F and G above.

B. Relocation or Removal.

If the Permit, or any portion thereof, is found to be in conflict with (a) existing or proposed activities or uses, or (b) with facilities or improvements owned, maintained, or operated by CITY (whether any instances under (a) or (b) known or unknown as of the Date of Permit), then, upon written request of CITY, Permit Holder shall remove and/or relocate the PDD operations in such a way as to eliminate the conflict.

An authorized agent of CITY, may relocate or impound a PDD under circumstances where crowd control or public safety is an immediate concern. A fee of twenty-five (\$25) dollars per device will be charged for each day of impoundment. PDDs will be disposed of at CITY's discretion after thirty (30) days of storage. If Permit Holder fails to pay the impound fee for the PDDs, CITY may suspend Permit Holder's Permit until the impound fee has been paid in full.

Article III Effective Date, Term of Permit, and Modifications.

The Permit shall be effective from the date specified on the official Permit and shall remain in effect for three (3) years.

Any modification of the Permit or these Terms and Conditions shall be valid only if approved in writing by CITY.

Article IV Notice and Communications.

Permit Holder acknowledges that all communications and notices required hereunder or by the Permit shall be in writing and mailed postage prepaid by certified or registered first class United States mail, return receipt requested, or by personal delivery to CITY'S address as shown below, or such other places as CITY may, from time to time, designate to Permit Holder in writing.

To City:

City of Moscow
Attention: City Clerk
206 E. Third Street
PO Box 9203
Moscow, ID 83843

To Permit Holder:

Starship Technologies, Inc.
Mary Adams
General Counsel
535 Mission Street, Floor 19
San Francisco, CA 94105
(617) 599-4023
mary.adams@starship.co

Article V General Provisions

A. Independent Contractor

In all matters pertaining to this Agreement, Permit Holder shall be acting as an independent entity, and neither Permit Holder nor any officer, employee or agent of Permit Holder will be deemed an employee of CITY. Permit Holder has no authority or responsibility to exercise any rights or power vested in CITY. The selection and designation of the personnel of CITY in the performance of this Agreement shall be made by CITY.

B. No Joint Venture.

Nothing herein contained shall be in any way construed as expressing or implying that the Parties hereto have joined together in any joint venture or liability company or in a any manner have agreed to or are contemplating the sharing of profits or losses among themselves in relation to any matter relating to this Agreement.

C. Assignment.

It is expressly agreed and understood by the Parties hereto, that Permit Holder 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, provided however that either party may assign this Agreement (i) to any parent, subsidiary or affiliate, or (ii) to a successor to all or substantially all of its business assets or voting securities, whether by sale, merger, or otherwise.

D. Discrimination Prohibited.

In performing the Services appurtenant to a PDD program, Permit Holder shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any person on the basis of race, color, religion, gender, pregnancy, national origin, ancestry, age, familial status, veteran status, disability, sexual orientation, and/or gender expression/identity, or any other basis prohibited by Federal, State or local law. Permit Holder shall not discriminate against any employee or applicant for employment. Permit Holder'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. Permit Holder agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

E. Public Information.

Pursuant to Idaho Code Section 74-124, *et seq.*, information or documents received from Permit Holder may be open to public inspection and copying unless exempt from disclosure. Permit Holder shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. CITY will not accept the marking of an entire document as exempt. In addition, CITY will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Permit Holder shall indemnify and defend the CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Permit Holder's failure to designate individual documents as exempt. Permit Holder'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.

F. Changes

CITY may from time to time enact changes to the PDD permit requirements and fees. Such changes shall be incorporated in written amendments to this Agreement and shall be approved by both Parties. If Permit Holder does not accept the PDD permit requirements and fee revisions, that may be grounds for termination of the Permit and this Agreement.

G. 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.

H. Advice 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.

I. Entire Agreement

This Agreement contains the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

J. 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 attorneys' fees as determined by a Court.

K. Approval Required

This Agreement shall not become effective or binding until approved by the City of Moscow.

L. Certifications.

1. Anti-Boycott Against Israel Act. Permit Holder certifies it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with Idaho Code § 67-2346 will result in this Agreement being void as against public policy.
2. Ownership or Operation by China. Pursuant to Idaho Code § 67-2359, Permit Holder certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.
3. No Public Funds for Abortion Act. Pursuant to Idaho Code Title 18 Chapter 87, Permit Holder certifies that it is not an abortion provider or an affiliate of any abortion providers 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.

M. 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 under law and from their respective Parties.

STARSHIP TECHNOLOGIES, INC.

CITY OF MOSCOW, IDAHO

Name: Ryan Tuohy

Arthur D. Bettge

Signature: _____

Title: Chief Commercial Officer

Mayor

Date: _____

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to form

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
County of _____)

On the _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared Ryan Tuohy, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for
Residing at _____
Commission Expires: _____

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, March 11, 2024



AGENDA ITEM TITLE

Consideration of Financial Participation in the Bill Chipman Trail Bridge Replacement Project (ACTION ITEM) - Tyler Palmer

RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations

ADDITIONAL PRESENTER(S)

DESCRIPTION

On August 19, 2023, the Bill Chipman Trail Bridge #5 was badly damaged by an arson fire. Based on a consulting engineer hired by Whitman County, the bridge cannot be repaired and requires replacement. Whitman County estimates a replacement cost of \$250,000. This bridge was not covered under Whitman County's liability insurance coverage, consistent with all bridges in their transportation network. The Whitman County Commissioners have sent a letter requesting financial participation for replacement costs for the bridge from each of the five (5) entities of the Palouse Trail Committee.

The Palouse Trail Committee consists of the City of Moscow, City of Pullman, Whitman County, Washington State University, and the University of Idaho. The Palouse Trail Committee was established under a 1997 agreement between the five (5) entities for maintenance and operation costs associated with the Bill Chipman Trail. Currently, each entity contributes \$10,000 annually for the maintenance and operation of the Bill Chipman Trail.

On February 13, 2024, the Palouse Trail Committee recommended a financial plan for the replacement of the bridge. The proposal includes a \$40,000 contribution from each of the five (5) entities and \$50,000 from the Whitman County Trail Fund for a total of \$250,000. The Whitman County Commissioners have pledged to cover any costs over the estimated cost of \$250,000.

To date, the bridge has been ordered and the Whitman County Road and Bridge Department will be doing the work in house to reduce costs on the project. The bridge replacement project is slated to begin on March 11, 2024. The current plan is to install the bridge on March 26, 2024. The total project duration is anticipated to take four (4) to five (5) weeks, dependent on weather.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval to financially participate in the replacement cost of bridge #5 along the Bill Chipman Trail in an amount not to exceed \$40,000; or provide staff with further direction.

STAFF RECOMMENDATION

Staff recommends approval to financially participate in the replacement cost of bridge #5 along the Bill Chipman Trail in an amount not to exceed \$40,000.

OTHER RESOURCES

FISCAL IMPACT

Expenses will be expensed from the Parks Capital Projects Fund.

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2024- Authorizing funds for Chipman Trail Bridge_final with attachments

RESOLUTION 2024-__

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE APPROPRIATION OF FUNDS TO ASSIST WITH THE REPLACEMENT OF THE CHIPMAN TRAIL BRIDGE; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, on March 12, 1997, the City of Moscow, pursuant to Idaho Code §§ 50-301, -303, and -322, entered into an agreement with the City of Pullman, Whitman County, Washington State University and the University of Idaho, (the “entities”) to share the costs of operating and maintaining what is now known as the Chipman Trail, (hereinafter referred to as the “Agreement”), attached as Attachment “A” and incorporated herein by this reference; and

WHEREAS, pursuant to the terms of the Agreement, the entities created the “Palouse Trail Committee” to coordinate the establishment, governance, use, and maintenance of the trail within and between their respective jurisdictions and to carry out the purposes of the Agreement with each entity having one member on the Committee; and

WHEREAS, on October 30, 2023, Whitman County notified the Palouse Trail Committee that the Chipman Trail Bridge was damaged by fire on August 19, 2023, and needs to be replaced, with an estimated replacement cost of \$230,000. Pursuant to the terms of the Agreement, Whitman County requested the Committee make the request for additional funds to their respective entities to share in the cost of the bridge replacement, letter attached as Attachment “B” and incorporated herein by this reference; and

WHEREAS, on February 13, 2024, the Palouse Trail Committee agreed to request each Committee member to contribute \$40,000 to fund the replacement of the bridge structure, letter attached as Attachment “C” and incorporated herein by this reference; and

WHEREAS, the Palouse Trail Committee also committed \$50,000 from the Trail Fund Reserves toward the bridge replacement and Whitman County has committed to any replacement costs beyond the estimated cost of \$250,000, letter attached as Attachment “D” and incorporated herein by this reference; and

WHEREAS, the Mayor and Council find that the Chipman Trail is a regional asset and that it is in the City’s interest to ensure that the Chipman Trail Bridge is replaced to ensure the continued availability of the Chipman Trail to the citizens of Moscow and the general public for recreational and transportation use;

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

1. Pursuant to the Agreement for Sharing Maintenance and Operation Costs, and Implementing Operational Procedures for the Palouse Trail, and pursuant to the request by Whitman County to share in the cost of the bridge replacement, the City of Moscow agrees to contribute Forty

Thousand Dollars (\$40,000) to the Chipman Trail Committee to be used for the replacement of the Chipman Trail Bridge.

2. That this Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

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

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

AGREEMENT FOR SHARING MAINTENANCE AND OPERATION
COSTS, AND IMPLEMENTING OPERATIONAL PROCEDURES
FOR THE PALOUSE TRAIL

RECITALS

THIS AGREEMENT is entered into by the City of Pullman, a municipal corporation of the State of Washington (hereinafter referred to as "Pullman"); City of Moscow, a municipal corporation of the State of Idaho (hereinafter referred to as "Moscow"); Whitman County, Washington, a municipal corporation of the State of Washington (hereinafter referred to as the "County"); Washington State University, an institution of higher education of the State of Washington (hereinafter referred to as "WSU"); and the University of Idaho, a state educational institution and body politic of the State of Idaho (hereinafter referred to as "UI") and hereinafter jointly referred to as the "Entities".

WHEREAS, the "Entities" believe that the establishment and availability of a diversified mix of facilities for outdoor recreation within their respective, adjoining, and neighboring jurisdictions provide an attractive enhancement to living in the Palouse region; and,

WHEREAS, multiple types of outdoor recreation can be enjoyed by participants on paths and trails established and designated for appropriate outdoor recreational uses; and,

WHEREAS, the "Entities" desire to the extent possible and appropriate to coordinate the establishment, governance, use, and maintenance of an integrated outdoor recreational trail within and between their respective jurisdictions; and,

WHEREAS, the Palouse Trail (hereinafter referred to as the "Trail") is in the process of being secured as a portion of a railroad right of way corridor being secured under a "Rail Banking Contract" entered into by "Pullman", "Moscow", and "County", and the Palouse River Railroad Company a copy of which is Attachment "A" to this Agreement; and,

WHEREAS, it is contemplated that development of the "Trail" will begin in 1997, and that the "Trail" will include a 10 to 12 foot wide path between City Playfield in Pullman and Line Street in Moscow and will be approximately 7.45 miles in length; and,

WHEREAS, the "Trail" will require an on-going operation and maintenance effort to assure a positive image and recreation experience to "Trail" users, adjacent neighbors and businesses, and residents of the area; and,

WHEREAS, the "Entities" desire that the "Trail" facility be operated and maintained on a consistent basis to satisfy "Trail" users of the region, and to protect both the natural environment and the "Trail" facilities; and,

WHEREAS, the location of "Trail" between the cities of Pullman and Moscow and connecting with "WSU" and "UI" will provide a separate and alternative transportation route, as well as a recreational path for all residents thus making a shared financing arrangement advisable for the operation and maintenance of the "Trail"; and,

WHEREAS, it is anticipated that activities inherent in and associated with the existence of "WSU" and "UI" will generate a majority of the transportation and recreational usage of the "Trail"; and, "WSU" and "UI" consider the "Trail" appropriate and consistent with university goals and missions and will participate in sharing the cost of operating and maintaining the "Trail" facility; and,

WHEREAS, pursuant to the provisions of Sections 35A.67.010 and 36.68.090 of the Revised Code of Washington, "Pullman" and "County" are authorized to enter into an agreement with each other and with "Moscow", "WSU", and "UI" to share the costs of operating and maintaining the "Trail" facility; and,

WHEREAS, pursuant to the provisions of Sections 50-301, 50-303, and 50-322, Idaho Code, "Moscow" is authorized to enter into

an agreement with "Pullman", "County", "WSU", and "UI" to share the costs of operating and maintaining the "Trail" facility; and,

WHEREAS, pursuant to the provisions of Section 28B.30.150 of the Revised Code of Washington, "WSU" may enter into contracts to provide services for university purposes such as providing for the availability of services which are consistent with the mission of "WSU"; and,

WHEREAS, pursuant to the provisions of Sections 33-2804 and 33-2806, Idaho Code, "UI" may enter into contracts to provide services for university purposes such as providing for the availability of services which are consistent with the mission of "UI"; and,

WHEREAS, operation and maintenance of the area of the "Trail" which lies in Whitman County and which connects the cities and universities is critical to ensure the viability of the "Trail"; and,

WHEREAS, it now seems appropriate, desirable, and in the public interest to form and empower an intergovernmental advisory committee consisting of representatives of the "Entities" to work jointly and cooperatively on issues and problems inherent in the establishment, governance, use, operation, and maintenance of an integrated outdoor recreational trail within and between their respective jurisdictions; now, therefore,

IT IS HEREBY AGREED between the parties hereto being now "Pullman", "Moscow", "County", "WSU", and "UI" as follows:

OPERATIVE PROVISIONS

1. Definitions.

1.1 As used in this Agreement the following words shall have the following meanings:

1.1.1 "capital assets" means those assets resulting from the expenditure of capital costs as defined in 1.1.2.

- 1.1.2 "capital costs" means those initial costs associated with the design and construction of capital improvements to the "Trail" such as, but not limited to: the construction and surfacing of trail bed; rest facilities; water and sanitation facilities; signage; lighting; fencing; barriers; landscaping; and bridge removal, replacement or construction.
- 1.1.3 "Entity" or "Entities" means either the city of Pullman, the city of Moscow, Whitman County, Washington State University, the University of Idaho, or any combination thereof as the context of the usage of the term indicates.
- 1.1.4 "jurisdictional boundary" means the physical portion of the "Trail" (as defined in Attachment "A") which lies within the geographical and political boundary of an "Entity" which is "Pullman", "Moscow", and "County" respectively.
- 1.1.5 "maintenance and operation costs" means the costs of maintaining and operating the assets of the "Trail" to a level of condition acceptable for the uses of the "Trail".
- 1.1.6 "member" means the representative of an "Entity" representing that "Entity" on the Palouse Trail Committee (PTC).
- 1.1.7 "Trail" means improvements and facilities to be constructed, maintained, and operated under the terms of this Agreement within the railroad right-of-way, as well as the entire railroad right-of-way formerly controlled by the Palouse River Railroad Company from City

Playfield in Pullman to Line Street in Moscow as illustrated in Attachment "B" and the additional segments as shown in Attachment "B". Connections of paths or recreational trails with the "Trail" outside the area illustrated in Attachment "B" are not a part of the "Trail" which is the subject of this Agreement. Connections of paths or recreational trails which are located in the railroad right-of-way secured under Attachment "A" are a part of the "Trail" and are the responsibility of the jurisdictional entity on whose property they exist.

2. Establishment of Palouse Trail Committee.

2.1 Committee Established. In order to carry out the purposes of this Agreement, the "Entities" hereby establish a committee to be known as the Palouse Trail Committee (PTC). This Agreement does not create a new legal or administrative entity. Property provided by the "Entities" to accomplish maintenance and operation services to the "Trail" shall remain the property of the "Entity" providing the property.

2.2 Membership. The PTC shall consist of five members with one member representing each of the following Entities: the City of Pullman, Washington; the City of Moscow, Idaho; the County of Whitman, Washington; the University of Idaho; and Washington State University.

2.3 Purposes. The purposes of the PTC are to:

2.3.1 the extent possible and appropriate coordinate the planning, establishment, governance, use, operation, and maintenance of paths within their respective jurisdictions into a

recreational trail among and between the "Entities".

2.3.2 inform and advise the "Entities" on problems and issues of mutual interest concerning the establishment, governance, use, operation, and maintenance of paths within each jurisdiction which are planned to be or are a part of the system of paths within each jurisdiction which paths as a whole form a recreational trail integrated within and among the "Entities".

2.3.3 encourage and receive input and funding from and work with citizens and citizen groups in the planning, establishment, governance, use, and maintenance of an integrated recreational trail system.

2.3.4 act as liaison with other governmental agencies or any private entity or person in the planning, establishment, governance, use, operation, and maintenance of paths within each "Entity's" jurisdiction which paths as a whole form a recreational trail integrated within and among the "Entities".

2.4 Powers. The PTC shall have the power to:

2.4.1 collect and disseminate information.

2.4.2 allocate expenditures of money contributed to the Palouse Trail Fund referred to in 5.1 by the "Entities" and other sources to carry forth the purposes of this Agreement with priority given to maintaining a connecting path between the corporate limits of Moscow, Idaho and Pullman, Washington.

- 2.4.3 recommend one of the "Entities" or other designee as a depository for money contributed in accordance with 2.4.2 to the Palouse Trail Fund established pursuant to 5.1 and for the administration thereof.
- 2.4.4 recommend contracts for services, and the hiring of personnel who will serve at the pleasure of, and whose duties will be determined by, the "Entity" or "Entities" assuming the obligation to contract or hire.
- 2.4.5 promulgate standards of construction, maintenance, and operation of the "Trail" to assure consistency of service and use among all "Entities" within their respective jurisdictional boundaries.
- 2.4.6 recommend that appropriate grants and other funding opportunities be applied for, and if received assist in the administering of grants or awards.
- 2.4.7 undertake fund-raising activities determined to be appropriate by the PTC.
- 2.4.8 if the PTC determines it appropriate to establish a budget, it shall be established in sufficient time to allow each "Entity" to include its contribution in its budget for the ensuing operating year, if it chooses to do so.
- 2.4.9 Annual Report. The PTC shall report on its activities to each "Entity" on an annual basis by February 15th for the prior year.
- 2.4.10 By-Laws. The PTC may adopt, amend, or repeal by-laws, in whole or in part which are

consistent with the terms and conditions of this Agreement, by a majority vote at any regular or special meeting of the PTC. A majority vote for the purposes of adopting, amending, or repealing by-laws means a majority of all members of the PTC and not a majority of a quorum.

2.4.11 Provided, however, that in carrying out the powers set forth in 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, and 2.4.8 the PTC shall not have the power to obligate any "Entity" or "Entities" in matters of policy, administration, or finance; such obligations if undertaken by an "Entity" or "Entities" shall be the sole decision and obligation of the "Entity" or "Entities" undertaking the obligation.

2.5 PTC Officers and Voting.

2.5.1 One member shall serve as Chairperson, one member shall serve as Vice Chairperson, and one member shall serve as Secretary. One member may serve as Treasurer and the office of Treasurer may be combined with the office of Secretary if the PTC so chooses.

2.5.2 Each member of the PTC shall have one (1) vote. In the event of a tie vote, the issue shall fail.

2.5.3 The "Entities" may designate alternate members in a manner considered appropriate by the designating "Entity". In the event that an appointed member of the PTC will be unable to attend a meeting of the PTC, the "Entity" represented by that appointed member may be

represented by the alternate member. Alternate members representing absent appointed members shall have the same privileges as appointed members; provided, however, that no "Entity" shall have more than one vote on the business coming before the PTC.

2.6 Meetings, Election of Officers, and Quorum.

2.6.1 The PTC shall hold meetings at such times and places as set forth in its by-laws.

2.6.2 The PTC shall annually elect its officers as set forth in its by-laws.

2.6.3 The quorum necessary for the PTC to transact business or elect officers shall be constituted when at least four members or their alternates are present at the meeting.

2.7 Withdrawal, Dissolution, and Disbursement of Funds.

2.7.1 Any "Entity" may automatically withdraw from the PTC by submitting a written statement to the remaining "Entities" setting forth its intent to withdraw at least sixty (60) calendar days prior to the effective date of its withdrawal; provided, however, that any funds contributed by the "Entity" shall not be returned.

2.7.2 The PTC may be dissolved by written agreement approved by a majority of the "Entities"; or, by the withdrawal of three of the participating "Entities".

2.7.3 Any unobligated money remaining at the time of dissolution shall be returned to the "Entities" in the proportion to the amount of

money each "Entity" had contributed to the PTC budget prior to the dissolution.

2.8 Real Property. The PTC may neither acquire nor hold real property.

3. Relationships among the "Entities".

3.1 Ownership and control. Ownership of the right to the use of the railroad right-of-way is defined in the Railbanking Contract (Attachment "A") and is vested in "County", "Pullman", and "Moscow" according to that Contract. "Entities" with ownership interests shall have exclusive control of the design, construction, furnishing, maintenance, and operation of that part of the "Trail" within the railroad right-of-way in their respective jurisdictional boundaries consistent with the standards promulgated by the PTC. These "Entities" are "County", "Pullman", and "Moscow".

3.2 Maintenance and operation. Maintenance and operation decisions pertaining to the "Trail" within the railroad right-of-way and in their respective jurisdictional boundaries, including decisions regarding maintenance and operation budget control, shall be made by the "Entities" having ownership and control ("County", "Pullman", and "Moscow") in consultation with "WSU" and "UI" each of which shall contribute financially to the payment of maintenance and operation costs. Consultation shall occur through the deliberations of the PTC.

3.3 Future capital expenditures. From time to time there may be the need to expend funds for [such things as bridge maintenance or replacement, path reconstruction, or renovation] "capital costs" that exceed the amount available from annual contributions. In these cases, each "Entity" may be approached with a request from the

PTC for additional contributions and may participate on a case-by-case basis.

4. Responsibilities of the "Entities".

4.1 Construction, operation, and maintenance costs.

"Pullman", "Moscow", and "County" shall be responsible for the payment of the construction, operation, and maintenance costs of the capital assets of the "Trail" located within the railroad right-of-way and in their respective jurisdictional boundaries. Such costs may be offset by the allocation by the PTC of contributions to the Palouse Trail Fund referred to in 5.1. Each "Entity" may apply annually to the PTC for monies from the Palouse Trail Fund to be spent in that "Entity's" jurisdiction for the benefit of the "Trail". Priority for expenditures from this fund shall be given to maintenance and operation of the area of the "Trail" between the City of Pullman, Washington and the City of Moscow, Idaho corporate city limits to standards promulgated by the PTC and approved by the PTC.

4.2 Law enforcement, emergency services. "Pullman", "Moscow", and "County" shall be responsible for providing law enforcement and emergency services within their respective jurisdictional boundaries in the manner and to the extent deemed necessary by such "Entity".

5. Financing.

5.1 Fund established. There shall be established a fund to be known as the Palouse Trail Fund, or by some similar designation (hereinafter referred to as the "Fund"), which shall be administered by an "Entity" or other designee as approved by the PTC, with oversight by the PTC and subjected to state audit, until otherwise changed by agreement of the PTC and the "Entity" assuming this

administrative responsibility. Any "Entity" shall also have the right to audit the "Fund".

5.2 Purpose of "Fund". The purpose of the "Fund" is that it be a source for the receipt of funding for the payment of costs consistent with the provisions of 4.1 of this Agreement.

5.3 Contributions to "Fund". Each "Entity" shall contribute each calendar year by February 15th of each year an equal amount, as recommended by the PTC, to the "Fund". The obligation of each "Entity" to contribute its share to the "Fund" shall be, in the sole discretion of each contributing "Entity", subject to the availability of adequate financial resources for this contribution. Any "Entity" not making its full requested annual contribution or not making a contribution at least equal to the other "Entities'" equal share contributed shall not be entitled to vote in the affairs of the PTC for that period. The PTC may receive contributions from sources other than the "Entities" and deposit them in the "Fund".

5.4 Disbursements from "Fund". The governmental "Entity" administering the "Fund" shall make disbursements from the "Fund" only as authorized by the PTC. Unrestricted and restricted donations to the "Fund" from sources other than the "Entities" or to and through an "Entity" for credit to the "Fund" shall be authorized by the PTC for disbursement in accordance with the donor's wishes where practicable and consistent with the purposes of this Agreement and in accordance with applicable law. The balance in the "Fund" need not be expended each calendar year and may accumulate for future expenditures consistent with the purpose of the "Fund" as set forth in 5.2 of this Agreement, or a donor's wishes.

5.5 Anticipated "Entity" contributions. For the first calendar year or any part thereof in which the "Trail" or any portion thereof operates within any jurisdictional boundary after the securing of the "Trail" as provided for in Attachment "A", each "Entity" will contribute to the "Fund" the anticipated sum of \$7,500.00. It is further anticipated that thereafter the equal share annual contribution of each "Entity" will not be less than \$7,500.00 and the amount of such equal share contributions shall be recommended by the PTC in sufficient time to allow each "Entity" to budget its contribution if, in its sole discretion, it chooses to do so.

6. Defense of claims.

6.1 "County", "Pullman", or "Moscow" shall be fully and solely responsible for the defense and payment of all claims for damage or injuries which (a) arise out of the construction, maintenance, operation or use of the "Trail", and (b) occur within their respective jurisdictional boundaries as defined in 1.1.4 of this Agreement. No other "Entity" shall have any responsibility for any such claim, but shall instead look to the responsible "Entity" to handle and dispose of the claim as it may deem appropriate. These provisions, however, shall not apply to the extent that any such claim arises from the negligence of any other "Entity" (including specifically but not limited to "WSU" and "UI"). In such case, the negligent "Entity" shall be responsible to the full extent of its negligence.

Nothing in this Agreement shall expose an Idaho "Entity" to liability greater than the limits of the Idaho Tort Claims Act (Title 6, Chapter 9 Idaho Code), or the Recreational Trespass Act (Title 36, Chapter 16 Idaho

Code) as now stated or later amended, or any other Idaho law intended to limit the liability of an Idaho public entity.

Nothing in this Agreement shall expose a Washington "Entity" to liability limited by Sections 4.24.200 and 4.24.210 of the Revised Code of Washington as now stated or later amended, or any other Washington law intended to limit the liability of a Washington "Entity".

7. Effective date and Termination.

7.1 Effective date. This Agreement shall be effective when the last signatory approves or ratifies and executes this Agreement.

7.2 Termination. Once effective, this Agreement shall remain effective until: (i) the Rail banking Contract between "Pullman", "Moscow", "County", and Palouse River Railroad Company is terminated; or, (ii) by agreement or action of the parties as provided in 2.7.2.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed to be effective as set forth in 7.1, and each signatory represents that he or she is authorized to sign this Agreement.

CITY OF PULLMAN, a municipal corporation of the State of Washington

By Mitchell DeHorne
Mayor

Date: 3-12-97

ATTEST: [Signature]
Finance Director

CITY OF MOSCOW, a municipal corporation of the State of Idaho

By [Signature]
Mayor

Date: 2/24/97

ATTEST: Loraine Russell
Clerk



WASHINGTON STATE UNIVERSITY,
an institution of higher
education of the State of
Washington

By *James H. Giffen*
Vice President for Business
Affairs

Date: 2/27/97

UNIVERSITY OF IDAHO, an
institution of higher education
in the State of Idaho

By *James Wallen*
Vice President for
Finance and Administration

Date: 2/26/97

WHITMAN COUNTY, a municipal
corporation of the State
of Washington

By *Les Wagon*
Commissioner

By *Tom M. Kiefer*
Commissioner

By *Hollis Jamison*
Commissioner

Date: March 10, 1997

Approved as to Form:

James H. Giffen
Pullman City Attorney

Michael S. Saly
Assistant Attorney General
representing Washington State
University

Michael S. Saly
Whitman County Prosecuting
Attorney

ATTEST: *Maribeth Becker*
Clerk of the Board

James Wallen
Moscow City Attorney

Georgia Ryan
Attorney for the Regents of
the University of Idaho

29 July 1996

Contract
Interim Trail Use and Railbanking
Palouse River Railroad Company
Pullman, WA; Whitman County, WA; Moscow, ID

Whereas City of Pullman and County of Whitman (municipal corporations of the State of Washington), and City of Moscow (a municipal corporation of the State of Idaho) (hereinafter collectively referred to as "Purchaser") wish to cooperate in preserving a transportation corridor for possible future rail reactivation and for interim use as a trail;

Whereas Pullman Civic Trust (hereinafter referred to as "Civic Trust") (a Washington State non-profit corporation) is prepared to make payments sufficient to defer administrative and overhead costs incurred by Blue Mountain Railroad Company d/b/a Palouse River Railroad Company (hereinafter referred to as "Railroad") (a Washington corporation) in entering into this agreement;

Whereas Railroad, although planning to continue to provide freight rail service between Pullman and Moscow through Whitman County, does not require its existing corridor for that purpose and is prepared to cooperate with Purchaser in preserving that corridor for possible future rail reactivation and in making the corridor available for trail use;

Whereas Purchaser and Railroad agree that preserving the corridor for possible future rail reactivation and for interim trail use is in the best interests, now and in the future, of the citizens of Pullman, Moscow, Whitman County and the surrounding area; and

Whereas Civic Trust wishes to facilitate preservation of the corridor for interim trail use and possible future rail reactivation ("railbanking") in the best interests of the region,

Purchaser, Railroad and Civic Trust hereby agree as follows:

1. Action at STB. Purchaser and Railroad shall cooperate in, and use their best efforts to complete all necessary, filings at the Surface Transportation Board (STB) for notices of interim trail use (railbanking) or abandonment for the line ("premises" or "line") more particularly described as MP 19.0 (approx.) at Kamiaken Street in Pullman to MP 27.50 at Line Street in Moscow; provided, however, the any reference to the line shall not be deemed to include the following two segments: MP 25.50 to 26.10 (Segment A) and MP 19.30 to 19.75 (Segment B).

The parties acknowledge that they may cooperate in filing separate notices of exemption or petitions for exemption (separate proceedings) for various portions of the line if necessary.

2. Donation of line and administrative fee. (a) Railroad agrees to donate, and Purchaser agrees to acquire all real estate interests held by Railroad in the above line, including all bridges, culverts, similar structures and ballast, but not including (i) track, (ii) ties, (iii) other track material and (iv) the two large bridges in Pullman. Railroad also agrees to donate, and Purchaser agrees to acquire, an easement for a trail in Segment A and Segment B, in order to provide a continuous trail suitable for bicycle, walking, equestrian and other compatible uses. Civic Trust agrees to pay an administrative fee in the amount of fifty thousand dollars (\$50,000.00) in cash to pay administrative and overhead costs incurred by Railroad for this transaction. Railroad shall retain and otherwise dispose of all track, ties, and other track material, and the two large bridges in Pullman. Railroad will arrange for Burlington Northern Railroad or third parties to install a switch to serve the Wilbur-Ellis facility from the Burlington Northern line.

(b) (i) Notwithstanding any other provision of this agreement, Civic Trust shall be the sole party to this agreement responsible for payment of the \$50,000 for administrative and overhead costs incurred by Railroad for this transaction. In particular, Purchaser shall not be responsible for any payments to Railroad under this agreement or by reason of this agreement. Civic Trust shall be responsible for payment of the \$50,000 as follows: Civic Trust shall pay twenty five thousand dollars (\$25,000) to Railroad within ten business days of the effective date of the order of the Surface Transportation Board authorizing application of section 8(d) of the National Trails System Act, 16 U.S.C. § 1247(d), to the corridor, unless the effective date is stayed. If more than one proceeding before the Surface Transportation Board is initiated, the initial \$25,000 payment shall be due within ten business days of the effective date of the last order authorizing application of said section 8(d), unless the effective date is stayed. Provided the order remains fully effective, the Civic Trust shall pay the remainder due (namely, the final \$25,000) no later than one calendar year from the date of the initial payment.

(ii) Civic Trust represents that it has an option to obtain a loan in the amount of \$25,000 for purposes of making said final payment, and, in the event no other source of funding emerges, Civic Trust agrees to exercise said option to ensure that the final payment is timely made. Upon request by Railroad received at least ten days prior to closing, Civic Trust will supply a letter from the third party (or parties) who have agreed to make said loan, affirming that the loan funds are

available and that the loan will be made if necessary.

(iii) Other than the obligation to pay the \$50,000 for administrative and overhead costs incurred by the Railroad for this transaction, Civic Trust shall not be responsible (A) for any action or failure to act under this agreement, (B) for management of the property Purchaser acquires pursuant to this agreement in any way, or (C) for any claims or liability of any kind arising out of this agreement, or arising out of the use or occupancy of the property by any party, whether that claim is asserted by Railroad, Purchaser, or a third party, including attorneys' fees, costs, expenses and damages of all kinds. In no event shall Civic Trust be regarded as an owner of any interest in the property.

(c) Except as provided in subparagraph (f), Railroad shall cause all track, ties, and other track material to be removed from the line by December 31, 1996, subject to reasonable extensions due to weather or other good cause. In the event closing occurs before all track, ties, and other track material is removed, Railroad shall have a right of entry for removal of same, provided, however, that Railroad shall be solely liable for any injuries or claims for damages arising out of Railroad's actions and inactions on the corridor. In the event salvage must be expedited to accommodate deadlines imposed by state agencies in connection with trail construction grants, Railroad shall take all reasonable steps to expedite salvage so as to permit compliance with such deadlines.

(d) The premises, including all structures, shall be conveyed AS IS, WHERE IS, with no representations as to usability for any particular use; provided, however, that Railroad shall comply with the following conditions upon salvage or removal of track and ties from the property: (i) the premises shall be reasonably cleaned of railroad debris, including broken ties and tie butts, where not employed for continued rail use; (ii) bridges and culverts shall not be damaged, normal wear and tear excepted, except that the two large bridges in Pullman shall be removed; (iii) all road crossings shall be restored to a fashion acceptable to the jurisdiction responsible for said crossing, or, if a private crossing, in a reasonable fashion, employing suitable material and compaction to provide a smooth and reliable surface; (iv) private property rights shall be respected; and (v) salvage operations shall comply with all applicable federal, state and local regulations or requirements relating to said activity on the premises. Payment of the administrative fee provided in this agreement shall not be withheld due to, or conditioned upon resolution of, any disputes relating to compliance with this subparagraph.

(e) As additional consideration for this transaction, Purchaser shall furnish legal counsel retained by Purchaser to

provide legal assistance, and shall pay the costs and fees incurred by said legal counsel, including any charge by the Surface Transportation Board (STB), for the issuance of a notice (or notices) of interim trail use (NITU) invoking section 8(d) of the National Trails System Act, 16 U.S.C. § 1247(d), for the property to be acquired. In the event this contract is terminated for failure to achieve a condition, Purchaser shall bear all costs incurred to date in providing legal assistance to obtain a NITU (or NITU's). Railroad shall cooperate by promptly and timely providing such information, including verified statements, as are reasonably required to pursue the issuance of a NITU (or NITU's). Railroad shall be responsible for any separate legal counsel retained by Railroad, including any costs arising from delay in providing verified statements or other information necessary for the issuance of a NITU (or NITU's).

(f) (i) The trail easements conveyed by Railroad to Purchaser in Segment A and Segment B shall encompass all property south of a line ten feet south of the existing centerline of the railroad, and such other land as in all events to ensure that Purchaser can install and maintain a recreational trail no less than ten feet in width with suitable shoulders in addition with a continuous link to the trail on the roadbed of the line to be acquired pursuant to application of 16 U.S.C. § 1247(d). As between the parties, Purchaser shall be solely responsible for all claims of personal injury, property damage, or environmental contamination which arise from Purchaser's use of either or both of these easements, and shall indemnify the other parties to this agreement from losses arising from any such claims, including payment of attorneys' fees.

(ii) In the event Railroad determines to cease rail service to Segment A or Segment B, Railroad agrees, at the request of Purchaser, to railbank such Segment (or both Segments) and to convey same to Purchaser for interim trail and railbanking purposes, provided, however, that Purchaser will pay any filing fees and supply counsel or pay for the attorneys' fees associated with obtaining railbanking authority.

(iii) It is understood and agreed by the parties that Railroad shall control, and have the right to lease or license (for the duration of the easement) all portions of the corridor in the area of the easements, provided, however, that this right shall not extend to property more than 10 feet south of the centerline of the existing track, and that in all events Purchaser shall have the right to install and to maintain a recreational trail no less than ten feet in width with suitable shoulders in addition through Segment A and Segment B.

(iv) Conveyance of trail easements shall not be deemed an abandonment of the rail line in Segment A or Segment B, and the parties acknowledge that both Segments remain under the jurisdiction of the STB as portions of actively operating railroad.

3. Title and condition. The real estate constituting the premises shall be transferred pursuant to three quitclaim deeds, one with City of Pullman as grantee for all property covered by this agreement within the boundaries of the City of Pullman; one with County of Whitman as grantee for all property covered by this agreement within the boundaries of Whitman County but outside the boundaries of Pullman; and one with City of Moscow as grantee for all property covered by this agreement within the State of Idaho. Separate quitclaim deeds of easement shall be issued for the easements in Segment A and Segment B. Each quitclaim deed shall be without warranties or representations of title, and subject to all rights, easements and reservations in place or of record, but indicate that the property is transferred pursuant to an STB order applying section 8(d) of the National Trails System Act, 16 U.S.C. 1247(d). For so long as the property is railbanked, Railroad shall retain a right to re-acquire for freight railroad purposes the railroad line for \$50,000 (escalated at an annual rate of three per cent (3%) from the date of purchase), plus the cost of any trail or trail-related improvements installed on the line by Purchaser or its assignees or successors in interest; provided, however, that the initial \$50,000 (or portion thereof in the event of rail reactivation of only a portion of the line, inclusive of accumulated 3% interest) shall be repaid to the Civic Trust or its successor, and provided, further, that the cost of trail or trail-related improvements is established by documents evincing the costs claimed. Railroad represents that it is aware of no toxic substances or adverse environmental conditions on the premises but makes no warranties in this regard. Railroad shall remain liable, to the extent otherwise provided by law, after closing for all toxic substances or environmental hazards existing upon the corridor prior to closing, and Purchaser or its assignee shall be liable, to the extent otherwise provided by law, for all toxic substances or environmental hazards which come into existence on the premises after closing. Unless otherwise limited by law, the party to whom responsibility is allocated for a particular liability or liabilities pursuant to this paragraph shall defend and hold harmless the other party from any and all suits, claims, loss, costs, damage or injury, on account of that liability or liabilities. Purchaser shall have a right of entry to inspect the premises prior to closing, including the right to take soil tests and surveys. Purchaser shall provide Railroad with copies of all environmental surveys, tests, or reports. Should Purchaser upon inspection ascertain the presence of toxic substances or environmental hazards, Purchaser at its discretion may decline to close on the line.

4. Indemnities. Subject to statutory limitations, City of Pullman, County of Whitman, and City of Moscow shall indemnify and hold Railroad and Civic Trust harmless from any and all liability, costs or expense, including attorneys' fees, arising

after the date of closing with respect to claims arising with respect to the property each obtained by deed from Railroad, but not with respect to claims arising with respect to property deeded the other two by the railroad. This indemnity shall apply to claims for injuries, death or property loss or damage, other than (in the case of the Railroad) for liability arising from salvage operations by or under the authority of Railroad on the property, or from other activities of the Railroad. Purchaser shall be responsible for defense of any litigation contesting the right of the parties hereto to enter into or effectuate this Agreement under the National Trails Systems Act, 16 U.S.C. 1247(d). Railroad will indemnify and hold Purchaser and Civic Trust harmless from any and all liability, cost or expense, including attorneys' fees, incurred by or assessed against Purchaser or Civic Trust arising before the date of closing on account of injuries, death, or property loss or damage resulting from Railroad's acts or omissions in connection with Railroad's use, operation or maintenance of the premises.

5. Successors and assigns. Wherever referred to herein, the term Purchaser shall imply, mean and apply to the Purchaser, any successors, assigns, heirs, or duly authorized agents, who shall be severally and collectively liable for any and all performance hereunder, except as provided in ¶4 above. Wherever referred to herein the term Seller or Railroad shall imply, mean and apply to the Railroad, any successors, assigns, or duly authorized agents, who shall be severally and collectively liable for any and all performance hereunder. The term Civic Trust shall imply, mean and apply to Civic Trust, its successors, assigns, or duly authorized agents.

6. Liens of Seller's mortgages. Railroad shall deliver to Purchaser, who shall place of record, good and sufficient releases of the liens of Railroad's mortgages at the time of closing.

7. Other liens. Any judgment against Railroad which may appear of record as a lien against the premises prior to closing shall be settled and satisfied by Railroad if and when it is judicially determined to be valid, and Railroad hereby indemnifies the Purchaser for all loss arising out of Railroad's failure to have a judgment lien so settled and satisfied.

8. General real estate taxes. Real estate taxes payable or paid in the year the deed is delivered shall be prorated by Railroad and Purchaser as of the date on which the deed is delivered on the basis of the most recent ascertainable taxes assessed against the subject property, or as may be equitably apportioned thereto by the Railroad if the property is not separately assessed. Purchaser shall be responsible for the payment of any and all taxes that may be levied or assessed against the conveyed premises from and after the date of

closing.

9. Transfer taxes. Responsibility for any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the conveyance instrument shall be allocated to Purchaser.

10. Notices and demands. All notices, demands, payments and other instruments required or permitted to be given or served by either party shall be in writing and deemed to have been given or served by either party if sent by registered or certified mail, or express mail, addressed to the other party at the address shown as follows, unless otherwise specifically provided in this contract:

for City of Pullman,

City of Pullman
Att: City Supervisor
P.O. Box 249
Pullman, WA 99163-0249
(509) 334-4555
fax: (509) 334-2751

for County of Whitman,

Whitman County Parks and Recreation
Att: Director
North 310 Main Street
Colfax, WA 99111
(509) 397-6238
fax: (509) 397-6239

for City of Moscow,

City of Moscow
Att: City Supervisor
P.O. Box 9203
Moscow, Idaho 83843
(208) 883-7000
Fax: (208) 883-7018

for Civic Trust,

Pullman Civic Trust
% Nancy Mack
910 SE Sunnymead Way
Pullman, WA 99163
(509) 335-0945
and/or
%Jean Wardwell
1145 N.W. Clifford
Pullman, WA 99163
(509) 334-5636

for Railroad,

President
Blue Mountain Railroad Co.
709 N.10th
Walla Walla, WA 99362

(509) 522-1464
fax: (509) 522-8213

11. Application of 16 U.S.C. 1247(d). This donation and transfer is entered into pursuant to section 8(d) of the National Trails Systems Act, 16 U.S.C. 1247(d) and other applicable authorities, and this contract shall be interpreted to conform to said 16 U.S.C. 1247(d). Purchaser shall not be obligated to proceed to closing unless an order rendering section 8(d) applicable to the premises (defined as the entire corridor, or those portions defined above with a breakpoint at the Wilbur-Ellis facility) is effective. In the event rail service is ever restored to the premises, reimbursement shall be provided as indicated in paragraph 3 herein. In the event the Surface Transportation Board, or any other federal or state authority having jurisdiction over any part of this conveyance, shall impose additional terms or conditions upon this conveyance and transaction, including terms and conditions arising from amendments to current laws or statutes, either party may terminate this agreement without liability to the other.

12. Continued Service. Purchaser and Railroad acknowledge that a condition of Purchaser's entry into this agreement is that Railroad continue to provide service to existing customers in City of Pullman and Whitman County. Purchaser and Railroad acknowledge that Railroad intends to continue to do so on trackage rights obtained over a parallel Burlington Northern rail line.

13. Closing. The obligation of Railroad to convey the premises and to comply with all of the terms and conditions of this Agreement, as well as the obligation of Civic Trust to pay the administrative fee and Purchaser to comply with all other terms and conditions set forth in this Agreement, is subject to the prior satisfaction of the conditions set forth in this Agreement, unless waived in writing by the parties. After execution of this Agreement and satisfaction of the conditions precedent, the parties agree to promptly fix a time, date and location for consummation and closing of the transactions contemplated in this Agreement, provided however, that closing for purposes of deed transfer shall occur by December 31, 1996, or as soon thereafter as all conditions precedent are satisfied and the Railroad supplies acceptable quitclaim deeds under section 8(d) of the Trails Act.

14. Assignment of easements and leases. Railroad retains all rights to grant leases, licenses, permits and easements of any kind whatsoever in the premises as to Segments A and B to the extent not inconsistent with ¶2(f)(iii). All other leases, licenses, permits and easements, whether or not of record, shall be assigned to whichever of the three purchasing parties (i.e.,

City of Pullman, County of Whitman, City of Moscow) is acquiring the underlying property of the Railroad with respect to the property covered by the lease, license, permit or easement, or shall be assigned as that purchasing party directs in writing, or cancelled, upon transfer of the premises to that party. Revenues shall be prorated as of closing. Railroad makes no representations or warranties as to the validity or enforceability of the leases, licenses, permits and easements so assigned.

15. Internal Revenue Code. Neither Purchaser nor Civic Trust is a foreign person as the term is used and defined in section 1445 of the Internal Revenue Code of 1954, as amended and the regulations promulgated thereunder.

16. Delivery of deeds. Railroad shall tender draft forms of deed to City of Pullman, County of Whitman, and City of Moscow at least two weeks prior to scheduled closing for review, comment and final approval. At closing, Railroad is authorized to deliver each of the three deeds provided under this agreement unto and in the name of any assignee(s) designated by City of Pullman, County of Whitman, or City of Moscow, for their respective sections, provided the purchasing party for that section and its assignee(s) have duly and properly executed an assignment of this agreement prior to closing and such assignments have been forwarded to Railroad within fifteen days prior to closing.

17. Interim trail manager. City of Pullman, County of Whitman and City of Moscow may assign this agreement, or its responsibilities as trail manager under this agreement, insofar as the agreement or responsibilities relate to property for which the respective purchasing party is grantee, to a third party or parties provided that such parties are qualified to serve as railbanker/interim trail manager. Should any of the three purchasing parties or its assignee ever determine to rescind interim trail use and railbanking, such party or its assignee shall give Railroad and Civic Trust sixty days advance notice in writing. Should Railroad (with Civic Trust concurrence) or Civic Trust identify another party willing to act as interim trail manager/railbanker during that period, that purchasing party or its assignee shall cause the property in question to be transferred to the substitute party for continued interim trail use and railbanking, and shall cooperate in all respects with respect to any proceedings required in connection with said transfer.

18. Additional warranties. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with duly adopted organizational documents or agreements and if appropriate a

resolution of the entity, and that this Agreement is binding upon said entity in accordance with its terms.

Accepted by City of Pullman this 13th day of August, 1996.

City of Pullman, a municipal corporation of the State of Washington

By: Mitchell D. Chandler

Mayor

ATTEST: [Signature]

Finance Director

Approved as to form:

[Signature]
Pullman City Attorney

Accepted by County of Whitman this 19th day of Aug, 1996.

COUNTY OF WHITMAN, a municipal corporation of the State of Washington

By: James H. Polls

Commissioner

By: [Signature]

Commissioner

By: _____

Commissioner

Attested by:

[Signature]
Clerk of the Board

Approved as to form:

[Signature]
Whitman County Prosecuting Attorney

Accepted by City of Moscow this 19th day of AUGUST, 1996.

CITY OF MOSCOW, a municipal
corporation of the State of Idaho

By: [Signature]
Mayor

ATTEST:

James R. Wallace
Finance Director

Approved as to form:

[Signature]
Moscow City Attorney

Accepted by Pullman Civic Trust this 8th day of August,
1996.

PULLMAN CIVIC TRUST, a Washington
non-profit corporation

By: Ken M. Wardwell
President

Accepted by Railroad this 7 day of August, 1996.

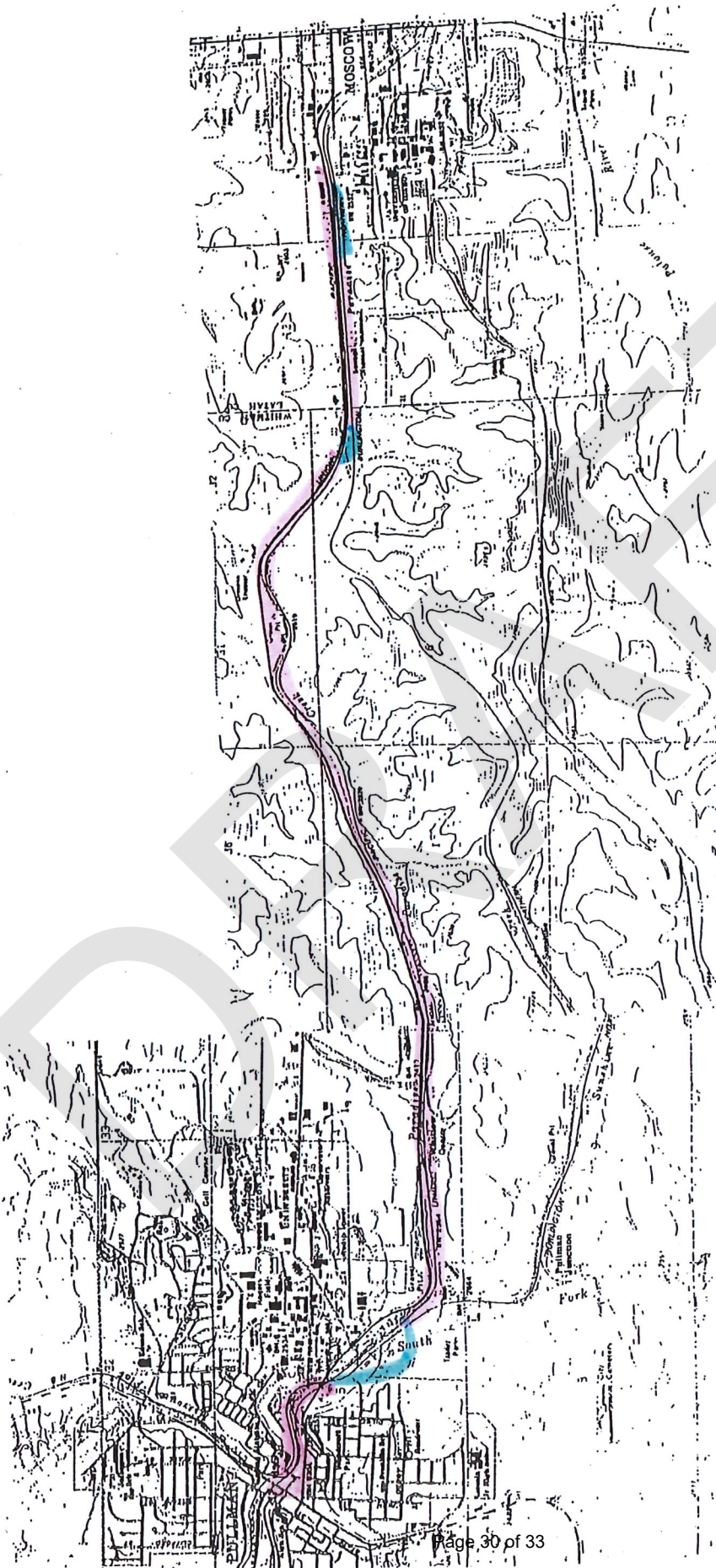
BLUE MOUNTAIN RAILROAD CO. d/b/a
PALOUSE RIVER RAILROAD CO., a Washington
corporation

By: Richard A. Webb

Title: Vice President

Attest: D. L. D. L.

Title: Controller



Railbanked Corridor

Proposed Additional Segment

ATTACHMENT "B"

Attachment "B"
Whitman County Commissioners

ARTHUR D. SWANNACK, Lamont, District I
TOM HANDY, Pullman, District II
MICHAEL LARGENT, Colfax, District III

Email: commissioners@whitmancounty.net

Corey Mitzimberg, Clerk of the Board
E-mail: coreym@whitmancounty.net

400 N. Main Street • Colfax, WA 99111 (509) 397-5240 • (509)
397-6355 FAX
www.whitmancounty.net



Monday, October 30, 2023

Dear Palouse Trail Committee,

As you are aware, Chipman Trail Bridge #5 was badly damaged by arson fire on August 19, 2023 and will need to be replaced. This bridge was not covered under Whitman County's liability insurance coverage (consistent with all bridges on our transportation network).

At this point we estimate the cost to replace this bridge to be in the neighborhood of \$230,000. We expect to have a closer estimate around the first part of 2024.

We note in one of our founding documents the following section:

**AGREEMENT FOR SHARING MAINTENANCE AND OPERATION
COSTS, AND IMPLEMENTING OPERATIONAL PROCEDURES
FOR THE PALOUSE TRAIL
March 10, 1997**

Section 3.3

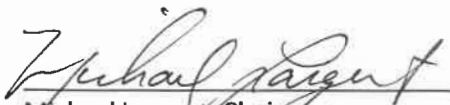
Future capital expenditures. From time to time there may be the need to expend funds for [such things as bridge maintenance or replacement, path reconstruction, or renovation] "capital costs" that exceed the amount available from annual contributions. In these cases, each "Entity" may be approached with a request from the PTC for additional contributions and may participate on a case-by-case basis.

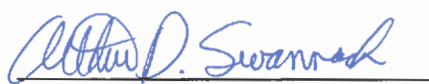
I think we can all agree that this was an extraordinary event beyond the scope of normal maintenance and operations. Also, as indicated by the numerous notes of concern received by the Whitman County Parks Department, this is a well-loved transportation corridor for all the communities represented on the Palouse Trail Committee.

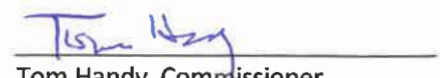
It is with this in mind, Whitman County asks that all parties to this agreement share in the cost of returning this asset to its full use and enjoyment by our communities. We believe the Chipman Trail continues to be a shared asset for the benefit of all as originally envisioned when this trail was started back in 1997.

It is our understanding that the proper path for our request to follow, per the agreement cited above, is to put our request to the Palouse Trail Committee who then makes the request for additional funds to the governing parties to our original agreement. Specifically, we request each party bear the costs equally for the replacement of this bridge.

Thank you for your consideration,


Michael Largent, Chairman


Arthur D Swannack, Commissioner


Tom Handy, Commissioner

087242

Palouse Trail Committee

310 N. Main Street
Colfax, WA 99111
(509) 397-6238



Members:

Whitman County – Dave Mahan - Chair
City of Moscow - David Schott
City of Pullman - Kurt Dahmen
University of Idaho – Steven Mills
Washington State University - John Shaheen

TO: City of Moscow

The Palouse Trail Committee voted on February 13th 2024 to request that each Committee member contribute \$40,000 to replace a bridge on the Bill Chipman Palouse Trail that burned last year. This was agreed upon due to the 1997 “Agreement for sharing maintenance and operation costs, and implementing operational procedures for the Palouse Trail” section 3.3.

The contributions from Committee members will be deposited into the Trail’s dedicated fund for specific use on this project. We appreciate Moscow’s collaboration in keeping this very important recreational asset operational for residents and visitors to the Palouse.

Best Regards,

A handwritten signature in blue ink, appearing to read "Dave Mahan", written over a large, light gray "DRAFT" watermark.

Dave Mahan

Chair- Palouse Trail Committee

Whitman County Commissioners

ART SWANNACK, Lamont, District I
TOM HANDY, Pullman, District II
MICHAEL LARGENT, Colfax, District III
Email: Commissioners@whitmancounty.net

Corey Mitzimberg, Clerk of the Board
Email: CoreyM@whitmancounty.net

400 N. Main Street • Colfax, WA 99111
(509) 397-5251

Website: www.whitmancounty.org



February 21, 2024

To: The Honorable members of the Chipman Trail Committee and their member organizations,

From: Art Swannack-Chair-Whitman County Commissioners

Subject: Replacement cost contributions for the Chipman Trail Bridge which burnt last year.

Dear Honorable Chipman Trail Committee members,

Thank you for responding so positively to our request for assistance in replacing the Chipman Trail Bridge which was destroyed by fire last year. Whitman County is grateful to Committee members for your assistance in replacing the bridge and for your working together and coming up with a proposed agreement on funding all of us can support. We understand the agreement is that each of the five members will contribute \$40,000 to the replacement cost of the bridge and \$50,000 will be used from the Trail fund reserves. Whitman County fully agrees with this proposal, is willing to contribute our \$40,000 share and is also willing to cover any replacement costs beyond the estimated cost of \$250,000.

As an update, our public works department stated yesterday that their current plan is to install the bridge on March 26th, 2024.

We appreciate your being willing to partner with Whitman County in making sure the Chipman Trail can continue to operate and be enjoyed by the public.

Sincerely,

A handwritten signature in blue ink that reads "Art Swannack". The signature is fluid and cursive.

Art Swannack-Chair
Whitman County Commissioners