Moscow City Council

Regular Meeting
~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, June 17, 2024 | **7:00 PM** | **Council Chambers 206 E. Third St.**

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

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

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

   A. **Approval of Moscow City Council May 20, 2024 and June 3, 2024 Minutes - Laurie M. Hopkins**

   B. **Disbursement Report May 2024 - Sarah Decker**
   Staff presented the May 2024 Accounts Payable Report to the Public Works / Finance Committee on June 10th, 2024. The Committee received the report and approved the disbursements as presented.
   ACTION: Accept the Disbursements Report for the month of May 2024.

   C. **Idaho Fire Fighter's License Plate Grant Program - Alisa Anderson / Brian Nickerson**
   The Idaho Fire Chief's Association (IFCA) sponsors the Fire Fighter License Plate (FFLP) grant program on an annual basis. Grant requests must comply with the legislated guidelines to be used "exclusively for fire safety education" of firefighters, fire chiefs, and the general public. Grants are general capped at a maximum possible award of $2,500 to $3,500. The Moscow Volunteer Fire Department (MVFD) conducts 15-20 fire extinguisher classes per year to the community to include the University of Idaho (UI) Greek housing. Training conducted off-site from a firehouse is accomplished with the use of a LP gas fire prop and 2.5-gallon water extinguishers. The MVFD is requesting to submit a grant request to purchase six (6) 2.5 Gallon Amerex Brand water extinguishers estimated to cost $190.00 each. The MVFD is also requesting to purchase fire prevention materials to be distributed to the community at trainings estimated to cost $500. The total grant request will not exceed $1,800.00. The grant application is due June 28, 2024. No match is required for this request. This was reviewed by the Public Works/Finance Committee on June 10, 2024 and recommended for approval.

ACTION: Approve the grant application to the Idaho Fire Chief's Association Fire Fighter License grant program in an amount not to exceed $1,800 for the purchase of six (6) 2.5 Gallon Amerex Brand water extinguishers and community training materials.

D. Firehouse Subs Grant Application - Alisa Anderson / Brian Nickerson

The Moscow Volunteer Fire Department (MVFD) is requesting to submit a grant application to the Firehouse Subs Public Safety Foundation (Foundation). This Foundation assists first responders and public safety organizations by providing lifesaving equipment and needed resources to help them be better prepared to save lives in the communities they serve. The funding request to Firehouse Subs is for the purchase of new extraction equipment used to cut through tough materials, helping to open tight spaces and provide stabilization. The MVFD is requesting to submit a grant request in an amount not to exceed $30,000. This was reviewed by the Public Works/Finance Committee on June 10, 2024, and recommended for approval.
ACTION: Approve the grant application to Firehouse Subs Foundation in an amount not to exceed $30,000 for extraction equipment.

E. Rendezvous in the Park Alcohol Use Request in East City Park - Amanda Argona

Rendezvous in Moscow, Inc. is hosting its annual music and arts festival, Rendezvous in the Park, on July 19-20, 2024, in East City Park. The festival features live, family-friendly concerts in the evenings, a two-day arts festival for children during the mornings, food vendors, and one licensed beer/wine vendor. Following standard operating procedures for events with alcohol within a City Park, Rendezvous in Moscow, Inc. is requesting the allowance of attendees to possess and consume alcoholic beverages within the event footprint during the hours of 4:30 p.m. and 10 p.m. during the aforementioned dates. 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. This was reviewed by the Public Works/Finance Committee on June 10, 2024 and recommended for approval.
ACTION: Approve the resolution allowing for the possession and consumption of alcoholic beverages in East City Park within the event footprint of Rendezvous in the Park during the listed times and dates of the event.

F. Pour Company Keg, Cork & Fork Fest Alcohol Use Request in Entertainment District - Amanda Argona

Pour Company is hosting Keg, Cork & Fork Fest on Saturday, July 13 from 4 to 8 pm on Sixth Street between Deakin Avenue and Asbury Street. This event was previously hosted annually at the Latah County Fairgrounds under the moniker Artisan Grains Beer Fest. This is Pour Company's second event utilizing this section of Moscow's Entertainment District. The applicant is anticipating up to six beer vendors, four wine vendors, and three food trucks. Live music is scheduled to be a part of the festivities. In similar fashion to other approved Entertainment District events, alcohol is not permitted outside the approved event footprint, and a check-i.d. station will be utilized for the distribution of wristbands and event containers to participants 21 years of age or older. This event has been reviewed and approved as of May 23, 2024. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Keg, Cork & Fork is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration. This was reviewed by the Public Works/Finance Committee on June 10, 2024 and recommended for approval.

ACTION: Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of Keg, Cork & Fork for the duration of the event.

G. MoscAuto Festival Alcohol Use Request in Entertainment District - Amanda Argona

Northwest Wado-ryu LLC is hosting MoscAuto Festival on Sunday, July 14 from 9:30 am to 3:30 pm on Main Street between 3rd and 6th Streets, and portions of 4th and 5th Streets. This event, which is stylized as a classic car and motorcycle show, is a new event to the Entertainment District, with the applicant intending for the event to be hosted annually. The applicant is anticipating up to four licensed beer and/or wine vendors, three food trucks, and a variety of automobiles and vehicles. Live music is scheduled to be a part of the festivities in the form of a band or DJ. This event has been reviewed and approved as of June 3, 2024. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, MoscAuto Festival is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration. This was reviewed by the Public Works/Finance Committee on June 10, 2024 and recommended for approval.
ACTION: Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of MoscAuto Festival for the duration of the event.

H. Indian Hills II Apartments Development Agreement - Todd Drage

Blum Enterprises - 4 LLC. is in the process of the development of a 10.5 acre parcel at the northwest corner of the intersection of Palouse River Drive and Mountan View Road. The Project will develop the parcel into 15 separate apartment buildings which collectively total 240 individual 1, 2, and 3 bedroom units. The Project includes the installation of public utilities to serve the development and half-width frontage improvements along Palouse River Drive and Mountain View Road. For the project, a development agreement is necessary to address construction of public improvements, project warranty, securities, and as-constructed drawings. The agreement included in the packet covers these items. This item was reviewed by the Public Works/Finance Committee on June 10, 2024 and was recommended for approval.
ACTION: Approve the Development Agreement with Blum Enterprises - 4 LLC. Inc.

I. Indian Hills II Apartments Right-of-Way Dedication - Todd Drage

The Indian Hills II Apartment Project consists of the development of a 10.5 acre parcel at the northwest corner of the intersection of Palouse River Drive and Mountan View Road. The Project will develop the parcel into 15 separate apartment buildings which collectively total 240 individual 1, 2, and 3 bedroom units. Additionally, the Project will complete half-width frontage improvements to include asphalt pavement widening (which include a 5' bike lane), curb and gutter, greenstrip, and a 6' wide sidewalk along approximately 800 linear feet of Palouse River Drive and, 560 linear feet of Mountain View Road. Per the City's Thoroughfare Plan, both Palouse River Drive and Mountan View Road are designated as minor arterials which, per City Standard Drawing 1f, require a half road right-of-way width of 45 feet. Currently, neither road's half width ROW totals 45 feet. As a result, the dedication of additional ROW for the portions of the Project adjacent to both streets is necessary. The Deed of Dedication to do so, which includes a record of the survey, has been included in this packet. This item was reviewed by the Public Works/Finance Committee on June 10, 2024 and was recommended for approval.
ACTION: Approve the Deed of Dedication.

J. Conestoga Street Extension Right-of-Way Dedication - Todd Drage

During the development of the Edington 1st Addition Subdivision, Conestoga Street was extended through City Park Property from its intersection with Palouse River Drive south to the subdivision. Conestoga was extended as a 70-foot wide collector street per the City's Thoroughfare Plan to accommodate public travel and other secondary street purposes such as the extension of utilities. As the subdivision nears completion, it is necessary to transfer the ownership from the City as park property to the City as public right-of-way. The Deed of Dedication to do so, which includes a record of the survey, has been included in this packet. This item was reviewed by the Public Works/Finance Committee on June 10, 2024 and was recommended for approval.
ACTION: Approve the Deed of Dedication.

REGULAR AGENDA

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

3. **Dominion Way Street Name Approval (ACTION ITEM) - Todd Drage**
On June 6, 2016, Faith Ministries Inc. (DBA Logos School) filed an application for a Conditional Use Permit (CUP) to construct a school and church on a 30-acre property located at 1515 N. Mountain View Road. The Moscow Board of Adjustment approved the CUP in August of 2016. The CUP detailed that the project would include the construction of public improvements to support the development. The associated public improvements include the construction of a new public street adjacent to the development. The City's standard process for the creation of street names is for Council to approve them with the approval of a Final Plat. As this street is being created through right-of-way dedication, the street name was not approved through the platting process. This agenda item is being presented to request Council officially approve the street name "Dominion Way", as requested by the project proponent. A location figure and plan view figures from the Project's civil plan set have been included in this packet. This item was reviewed by the Public Works/Finance Committee on June 10, 2024. The Committee forwarded the item to the full City Council with no recommendation.
PROPOSED ACTIONS: Approve the street name Dominion Way, or provide staff with further direction.

4. **State-Wide Electronic Ticketing Grant Award (ACTION ITEM) - Alisa Anderson**
The Idaho Transportation Department's (ITD) Office of Highway Safety (OHS) receives grant funding from the National Highway Safety Administration (NHTSA). This funding is used to support grant programs and activities identified in the Highway Safety Plan (HSP) to assist local government agencies. The Information System Department (IS) is requesting to accept an award of $45,000 on behalf of the Moscow Police Department (MPD) to purchase electronic ticketing equipment to replace existing outdated and purchase new units for eleven (11) police vehicles. Total project costs are estimated at $45,000, requiring a 25% match of $11,250 and a grant request of $33,750. The grant match can include cash or in-kind provided by the Fleet Department for installation of the equipment into the police vehicles.
PROPOSED ACTIONS: Approve acceptance of a grant award from the Office of Highway Safety for the State-Wide Electronic Ticketing Equipment program for $45,000, or take other action deemed appropriate.

5. **WaterSMART Small-Scale Water Efficiency Grant Application (ACTION ITEM) - Alisa Anderson / Evan Timar**
The WaterSMART Small-Scale Water Efficiency grant assists those who manage water programs to leverage their money and resources by cost sharing with the Reclamation on small-scale on-the-ground projects that seek to conserve, better manage, and make more efficient use of

the water supply reliability in the western states of the U.S. Eligible projects include "Municipal Metering" to install or upgrade water meters including but not limited to installing end-user water service meters for residential and commercial buildings. The maximum award for a "Small-Scale" project under this program is $100,000, requiring a 50% match with total project costs not exceeding $225,000. The City of Moscow is currently soliciting proposals for an "Advanced Metering Infrastructure Project" (AMI) with proposals due on June 21, 2024. The City's AMI project is scheduled to be completed over a seven-year period. The second year of the project will be the "Beta Initial Deployment" (BID) phase, which will involve the purchase, installation, and testing of meters. The award date of the Small-Scale program parallels the BID phase of the City's project. Therefore, staff is requesting to submit a grant application for $100,000 to assist with the purchase of approximately 500 water meters that will be installed by City employees over a two-year period.

PROPOSED ACTIONS: Approval to submit a grant application for $100,000 to the WaterSMART Small-Scale Water Efficiency Program or take other action deemed appropriate.

REPORTS

City Council

Mayor

ADJOURN

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

Moscow City Council

Regular Meeting
~Minutes~

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Laurie M. Hopkins
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208.883.7015

Monday, May 20, 2024 **7:00 PM** **Council Chambers**
206 E. Third St.

The meeting was called to order at 7:00 p.m.
PRESENT: Mayor Art Bettge, Bryce Blankenship, Drew Davis, Sandra Kelly, Hailey Lewis, Julia Parker
ABSENT: Gina Taruscio
STAFF: Bill Belknap, Mia Bautista, Cody Riddle, Chief Nickerson

PLEDGE OF ALLEGIANCE
Council Member Davis led the Pledge of Allegiance.

PROCLAMATION

EMS Week
Mayor Bettge read the EMS proclamation and invited Chief Nickerson to the podium. Nickerson said EMS staff put in many training hours and appreciate the proclamation.

Memorial Day
Mayor Bette read the Memorial Day proclamation.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council May 6, 2024 Minutes - Laurie M. Hopkins

B. Disbursement Report April 2024 - Sarah Decker
Staff presented the April 2024 Accounts Payable Report to the Public Works / Finance Committee on May 13th, 2024. The Committee received the report and approved the disbursements as presented.

ACTION: Accept the Disbursements Report for the month of April 2024.

C. Proposed Lot Line Adjustment of Lots 1-4, Block 3, of Paradise View Addition – Aimee Hennrich
The applicant, Moscow Affordable Housing Trust, is requesting a lot line adjustment between four properties legally described as Lots 1-4, Block 3, of Paradise View Addition. The proposed lot line adjustment would increase Lot 1 from 2,934 sf to 2,999 sf, increase Lot 2 from 2,065 sf to 2,257 sf, increase Lot 3 from 2,054 sf to 2,277 sf and decrease Lot 4 from 2,793 to 2,313. The subject lots are currently vacant land and were previously platted within the Paradise View Subdivision. The applicant is requesting the lot line adjustment in order to meet the minimum lot requirements to construct twin homes. The subject lots are currently zoned Multiple Family Residential (R-4) where the minimum lot size for twinhomes is 2,250 sf and the minimum lot width is 20 feet. All proposed

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lots meet the minimum lot size and width requirements of the R-4 Zone. This was reviewed and recommended for approval by the Public Works and Finance Committee on May 13, 2024.

ACTION: Approve the lot line adjustment with no conditions.

D. Proposed Lot Line Adjustment for Lots 1 and 2, Block 10, of Edington 1st Addition Subdivision – Aimee Hennrich

The applicant is requesting a lot line adjustment between two properties legally described as Lots 1 and 2, Block 10, of Edington 1st Addition Subdivision. Lot 1 is currently 63,105 square feet (1.45 acres) in size and parcel two is 35,040 square feet (0.80 acres). As a result of the lot line adjustment, Lot 1 would decrease in size to 39,560 square feet (.91 acres) and Lot 2 would increase to 58,585 square feet (1.34 acres). Both parcels are currently vacant and are located within the Residential Office (RO) Zoning District. The minimum lot size for the RO Zone is 5,000 square feet and the minimum lot width is 50 feet. Both of the proposed lots meet all of the requirements of the RO Zone. This item was reviewed and recommended for approval by the Public Works and Finance Committee on May 13, 2024.

ACTION: Approve the lot line adjustment request with the condition that the 20-foot wide utility easement be extended to provide sewer service to Lot 1 and be recorded with Latah County.

E. Proposed Lot Division located at 824 Logan Street – Aimee Hennrich

The applicants, Ransom and Jessica Mallery and Raymond and Rhonda Mallery, are requesting a lot division to create two lots of approximately 8,341 sf and sf, 6,488 sf in size from one existing parcel of 14,829 sf in size. The intention of the lot division is to separate the existing house at 824 Logan Street and create a new lot for the construction of a single-family home with separate ownership. The subject property is located within the Medium Density (R-3) Zoning District, which requires a minimum lot size of 6,000 square feet and a minimum lot width of 60 feet for single-family dwellings. Both proposed lots meet the minimum lot area and width requirements of the R-3 Zone, and structures will meet all setback requirements. Property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date. This item was reviewed and recommended for approval by the Public Works and Finance Committee on May 13, 2024.

ACTION: Approve the lot division request with the condition that the accessory structure located on the new lot be removed in order to meet zoning requirements.

F. Moscow Home Depot Development Agreement - Todd Drage

Home Depot U.S.A., Inc. has been approved to construct an approximately 137,000 square foot home improvement store along with an associated surface parking lot. The development is proposed to be located on a portion of property owned by the University of Idaho behind the Palouse Empire Mall at the southwest corner of the City's A Street and Farm Road Intersection. In addition to the construction of the retail store and parking lot, the project will extend A Street and City utilities from their current terminus at Farm Road to the west along the development's property boundary. For the project, a development agreement is necessary to address construction of public improvements, project warranty, securities, and as-constructed drawings. The agreement included in the packet covers these items. This item was reviewed by the Public Works/Finance Committee on May 13, 2024 and was recommended for approval.

ACTION: Approve the Development Agreement with Home Depot U.S.A., Inc.

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G. Memorandum of Agreement for Rolling Hills 10th Addition - Todd Drage

In July of 1993, the City entered into an agreement to pay one-half the cost of public improvements for any streets contiguous to Moser Park. With the approval of the Rolling Hills 10th Addition, and the resulting extension of 3rd Street, the southern property boundary of Moser Park will be developed. As a result, the City is obligated to fund half of the improvements. The attached memorandum of agreement (MOA) provides a mechanism to formalize this funding through the reimbursement of costs upon completion of the improvements. This item was reviewed by the Public Works/Finance Committee on May 13, 2024 and was recommended for approval.

ACTION: Approve the Memorandum of Agreement with Itani Land Development IV, Inc.

H. Rolling Hills 10th Addition Development and Monumentation Agreements - Todd Drage

Ryan Itani, on behalf of Itani Development IV, LLC., has submitted to the City a final plat for the development of a property east of the intersection of 3rd St. and 6th St and just south of Moser Park. On December 05, 2023, the City Council approved the preliminary plat for this property. The final plat is titled Rolling Hills 10th Addition and will be presented for City Council approval on May 20th. If Council approves the final plat, development and monumentation agreements will be required. The development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The monumentation agreement is required as the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. Staff has prepared both agreements for the Council's approval. This item was reviewed by the Public Works/Finance Committee on May 13, 2024 and was recommended for approval.

ACTION: Approve the Development and Monumentation Agreements for the Rolling Hills 10th Addition.

I. Rolling Hills 10th Addition Final Plat - Mike Ray

On December 5, 2022 Moscow City Council approved the Rolling Hills 10th Addition preliminary plat with no conditions. On December 5, 2023, the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on January 24, 2024 and recommended approval to City Council. The Public Works/Finance Committee reviewed this item on May 13, 2024 and recommended for approval.

ACTION: Approve the Rolling Hills 10th Addition Final Plat.

J. Proposed Amendment to Solid Waste Franchise Agreement to add 200 and 300 Gallon Containers - Tim Davis

Staff has received a proposal from Inland North Waste regarding the implementation of 200 and 300 gallon poly containers for both waste and recycling services. The 200/300-gallon containers can be serviced with the automated side loading trucks currently used to service the 35, 65 and 95 gallon roll carts. The 200-gallon waste containers are virtually the same size as a one-yard metal dumpster, and we have many outlying one-yard dumpsters located in residential areas that could be replaced with 200-gallon poly containers. Currently, the one-yard dumpsters require a front-loading truck to travel out of the way of the business district to service the dumpster. Replacing the one-yard dumpsters with a 200-gallon poly container will allow them to be serviced by the automated side loading truck when it is already in the vicinity and would also provide a cost savings for customers who currently have one-yard dumpsters. The 200/300-gallon poly containers were also a topic of discussion with the multi-family recycling work group, as the containers would add another option

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for apartment recycling. Staff has reviewed the proposal and believes it is a fair and equitable cost for the provision and servicing of the proposed 200/300 gallon containers. Staff has prepared an amendment to Exhibit G of the Sanitation Franchisee Agreement to include a servicing and container replacement cost from the City to the Franchisee and the customer service rate for the new containers will be included in the FY2025 Fee Resolution in advance of the launch of the new containers this fall.

ACTION: Approve the proposed Agreement providing for the Amendment to Exhibit "G" of the Solid Waste Franchise Agreement to include 200 and 300-gallon containers for waste and recycling services.

K. Camp Moscowanna Alcohol Use Request in Entertainment District - Amanda Argona

The Moscow Chamber of Commerce + Visitor Center is hosting Camp Moscowanna on Saturday, June 15th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This summer camp-themed event is designed to evoke the nostalgia of family-friendly gatherings and will feature: up to eight retail and/or street game vendors, up to eight food vendors, and up to ten beer/wine vendors. The event has been reviewed and approved by staff as of March 18, 2024. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Camp Moscowanna is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12, a draft resolution has been prepared for the Council's consideration. This was reviewed by the Public Works/Finance Committee on May 13, 2024 and recommended for approval.

ACTION: Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of Camp Moscowanna for the duration of the event.

Lewis asked to remove item F from the consent agenda. Davis asked to remove Item D from the consent agenda. Kelly moved to approve the consent agenda minus items D and F. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Davis said he needed to recuse himself from voting on item D due to a conflict of interest. Parker moved to approve Item D, a lot line adjustment request with the condition that the 20-foot wide utility easement be extended to provide sewer service to Lot 1 and be recorded with Latah County. Kelly seconded. Roll Call Vote: Ayes: Four (4). Nays: None. Abstentions: One (Davis). Motion carried.

Lewis requested Item F to be removed because she wanted to highlight that this project is an approved use of the land as zoned and asked Belknap to provide information on this document and process. Belknap explained a development agreement is usually seen during the subdivision process. Subdivision development process is intended to be preliminary approval, construction of the subdivision, setting the monuments, completion of public improvements and filing of the final plat. That is not the typical way jurisdictions process them. In lieu of completion of the improvements and monuments, development and monumentation agreement which are financial security instruments to ensure public improvements are completed. It also details the provisions of the warranty security. In late 2010-2015, the University and City jointly funded a master plan for the A Street corridor behind mall for alternate commercial location to be compatible with the current uses. the property is zoned Motor Business. Development of A Street is development driven. The dairy farm and lagoons would need to be relocated before A Street can go much further. In the master plan was a round-about at A and Farm but the Home Depot development does not push traffic below service level. Once A Street connects to Warbonnet and there is more flow, the roundabout would be considered. Kelly moved to approve the development agreement with Home Depot. Davis seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

None offered.

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

None offered.

4. West Palouse River Drive Property Study Memorandum of Understanding (ACTION ITEM) - Bill Belknap

The Moscow School District anticipates the need to construct a new elementary school in the future and is currently considering where it may be located. The District would like better distribution of elementary school locations in the community to serve surrounding neighborhoods. The City and District have discussed the potential of locating a future elementary school on the City's West Palouse River Drive Property in conjunction with the potential development of a City park and additional athletic fields. Staff has prepared a Memorandum of Understanding for the City and District to jointly fund a planning study to assess the feasibility of developing the property for a future elementary school, park, and athletic playfields. It is anticipated the study will assess pedestrian access, vehicular access and circulation, site grading, building, parking, park, and athletic facility development to determine the suitability of the site for the proposed uses and help inform future decisions regarding the property. The study would be exploratory and would not bind the City or District to any further obligations or actions. It is anticipated that the study would cost under $50,000, which would be shared equally by the City and the District. This matter is before the Council for consideration and direction.

PROPOSED ACTIONS: Approve the proposed Memorandum of Understanding with the Moscow School District; or take other action deemed appropriate.

Belknap explained the City purchased the West Palouse River Drive property in 2002 and ultimately did not pursue playfield development on the property. In 2013, the Moscow School District and City jointly funded playfields at the intersection of Joseph Street and Mountain View Road, while keeping the right to construct an elementary school on the southern soccer field if needed in the future. Currently, both Lena and McDonald Elementary Schools are located on the east side of Moscow and near the Community Playfields site, which makes the Playfield site less desirable for a future elementary school as they would like a better distribution of locations in the community to serve surrounding neighborhoods. City and District Staff recently discussed the potential of locating a future elementary school on the City's West Palouse River Drive property in conjunction with the potential development of a City park and additional athletic fields. The City and District have a long history of joint property development and management. Schools and parks are very compatible uses and can share common facilities such as access and parking. It will take approximately 6-9 months to bring details back to the Council and District to determine whether both entities want to pursue. Council members expressed support of the memorandum of understanding. Lewis moved to approve the proposed Memorandum of Understanding with the Moscow School District. Parker seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

5. Discussion Regarding Proposed Latah County Housing Authority (ACTION ITEM) - Bill Belknap

Latah County Commissioner Kathie LaFortune recently contacted the City Council with a request to address the Council regarding the potential creation of a Latah County Housing Authority to address county-wide affordable housing concerns. Housing Authorities are separate governmental entities

created generally for the purpose of acquiring, constructing, and operating housing developments within their service area. Commissioner LaFortune will provide the Council with an overview of the proposal for the Council's consideration.

PROPOSED ACTIONS: Accept the report and take action as deemed appropriate.

County Commissioner LaFortune explained a housing authority is a non-taxing governing board that can accept donations and apply for grants. Casey Bolt, Executive Director for Sojourner's Alliance, says they handle emergency and transitional housing. Their programs are highly successful but the challenge remains when people are moving to low-income and affordable housing. With a 2% housing vacancy rate in Moscow, it is a slower process. He provided statistics with regard to housing needs, age of homes and housing stock, multi-family housing, and more. He also provided information on the powers and rules for a housing authority. See attached presentation.

LaFortune reiterated the area still needs all the other entities that assist, such as Habitat for Humanity and Sojourners and all can work together. The most recently formed housing authority that she is aware of was in Teton County and included involvement from three cities as well. They are now on their third development.

Blankenship said there are a lot of stakeholders for affordable housing and hope there is continual collaboration with them all. Davis suggested collaborating with the universities.

Nels Peterson, Moscow Affordable Housing Trust (MAHT) believes hunger is a housing problem. He also believes Moscow is a resort community because students bring money from outside sources and skew the housing market so that what should be low entry housing is instead held by an investor. Those citizens earning in our community cannot purchase those houses. The MAHT will produce 10% of all the new houses in Moscow this year. He supports the idea of a housing authority as it can be a useful collaboration with the land trust. He feels a housing authority, being a quasi-governmental entity, has the possibility of lasting longer than a non-profit.

Lewis asked if a housing authority is the appropriate role of government. LaFortune said the issues aren't getting any better. She feels this isn't the only solution, it is part of the solution and it is something the county government can do.

Parker understands Moscow is different with a unique situation with students but she thinks a vast majority of students work while going to school as many bear the financial burden of going to school. Kelly said she runs the Vandal Food Pantry and there is an average of 26 students a day using the food bank.

Parker moved to accept the report and express interest in the formulation of the housing authority. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Moscow Arts Commission - Kelly reported the Commission has narrowed the Water Department art project down to the top three murals. Artwalk finale is coming up in June.

1912 Center Development Committee - Kelly said progress is being made on the third floor.

Historic Preservation Commission - Kelly said they have been making slow progress on a University district.

Moscow Volunteer Fire Department - Kelly said they held graduation and lifesaving awards.

Farmers Market Commission - Parker said the Farmers Market poster artist signed posters at the Market.

Council members spoke on other meetings and events they attended.

Mayor

Mayor Bettge said he attended many events; spoke with the high school government classes; provided tours of the new airport.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 8:29 p.m.

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Arthur D. Bettge, Mayor

ATTEST:

_____

Laurie M. Hopkins, City Clerk

DRAFT

Moscow City Council

Regular Meeting
~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, June 3, 2024 | **7:00 PM** | **Council Chambers 206 E. Third St.**

The meeting was called to order at 7:00 p.m.
PRESENT: Mayor Art Bettge, Bryce Blankenship, Drew Davis, Hailey Lewis, Julia Parker, Gina Taruscio
ABSENT: Sandra Kelly
STAFF: Bill Belknap, Mia Bautista, Cody Riddle, Alisa Anderson, David Schott, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council Member Blankenship led the Pledge of Allegiance.

PROCLAMATIONS

1. National Pollinator Week

Mayor Bettge read the National Pollinator Week proclamation and presented it to David Schott. Schott said the City has been a Bee City USA member since 2022 and there is information on the city website regarding pollinators and local nursery's.

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

None offered.

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

Kent Salisbury (Moscow) wanted to highlight public notice for planning developments such as the highway reconstruction, overall development of Home Depot, and proposal for new high school. Quite a few trees have been cut down recently and he listed them and requested to plant more trees. There is graffiti on a shed along Paradise Path on Highway 8. He suggested implementation of a public campaign to inform people of the correct procedures for public waste to prevent littering.

Laurie Smith, Renaissance Fair, commented the City isn't preparing the park prior to their event. The bathrooms weren't clean and trash cans were not emptied prior to their event. The utility room isn't organized enough. She requested more attention prior to the event.

4. Citizen Commission Report - Moscow Transportation Commission - Cody Riddle / Scott Sumner

Riddle introduced Scott Sumner, chair for the Commission. Sumner described the purpose, mission and members of the Commission. The Commission reviewed Wild Rose Court and Pine View Addition subdivisions. They made adjustments and improvements to the bike plan and shared roads. Items for the coming year are review the Multi-Modal Transportation Plan, public education and outreach on alternative transportation options, and establishing a system for providing input on gaps or deficiencies in the transportation system.

DRAFT

5. **Public Hearing: Idaho Community Development Block Grant - Status of Grant Funded Park Project Activities (ACTION ITEM) - Alisa Anderson**

   In November 2020, the City of Moscow received an Idaho Community Development Block Grant (ICDBG), in the amount of $225,000, from the Idaho Department of Commerce. This funding is allocated to the State of Idaho from the U.S. Department of Housing and Urban Development. The funds have been, and are currently being used, to remodel the Mountain View Park restrooms and to purchase and install a prefabricated restroom at Indian Hills Park. The hearing will include a review of project activities, schedule and accomplishments to date, a summary of all expenditures, a general description of remaining work, and any changes made to the scope of work, budget, schedule, location or beneficiaries. Verbal and written questions and comments will be accepted at the public hearing.

   PROPOSED ACTIONS: Conduct a public hearing regarding project activities and accept public comment.

Mayor Bettge opened the hearing at 7:18 p.m. Anderson said much of the money received for the parks has been from the Idaho Community Development Block Grants through the Idaho Department of Commerce. She provided information on grant requirements and eligibility. Both Mountain View and Indian Hills parks received grant money of $225,000. Mountain View was to receive a remodel on the restroom and an ADA pathway between the parking lots. Indian Hills would have a prefabricated restroom, installed as well as an ADA pathway and parking. Anderson went through the schedule of bidding with the end result of deciding to self-perform the project in order to complete. Project costs were provided. In response to a question from Parker, Anderson said the lack of bids were due to the high mobilization costs, labor costs are high, labor shortage, and contractors were already busy so bid high. No public comment was offered and Mayor Bettge closed the hearing at 7:40 p.m.

6. **East City Park Stage Project Update - Cody Riddle**

   In 2010, the City contracted with Design West Architects to explore alternative designs for the replacement of the aging stage at East City Park. The project began with a series of stakeholder meetings that led to the creation of three alternative designs. These designs were presented to the broader community for input at various locations, and events throughout town over the summer and early fall. The effort culminated in a presentation to the City Council on September 20, 2010. The presentation included a summary of outreach, an overview of the design process, including the alternatives explored, and the results of public polling that occurred as part of the effort. Based on the 2010 effort, and with Council support for the overall concept, in the summer of 2012, the City proceeded with a detailed design for the first phase of the project, a restroom building that would serve as the backdrop for the full build-out. Construction of the restroom building was completed in the spring of 2013. The need to replace the wooden structure has been recognized for years, as reflected in the Capital Improvement Plan. However, the stage deteriorated quicker than anticipated, and during routine maintenance this spring, it became clear the cover would need to be removed immediately to ensure public safety. To advance the new stage construction, on May 6, 2024, the Council approved a design agreement with Design West Architects to prepare a 30% design and cost estimate based on the 2010 master plan. As that work begins, Ned Warnick from Design West Architects, along with City staff, will provide an overview of the East City Park Stage replacement project and outline a plan for a new round of public outreach.

   PROPOSED ACTIONS: Accept report and provide feedback as appropriate.

Riddle introduced Ned Warnick who worked on the design back in 2010.

Warnick provided a background timeline. Workshops and open houses were held. The bathrooms were deteriorating faster than the stage so in 2012 it was decided to proceed with the bathroom project and hold off on the stage. Rotating the stage helped with less sun in performers eyes, being able to watch kids and

performance at the same time. The park evolved in the way it was expected and the amphitheater nature of the park is still intact. The stage features are all there as imagined in 2010. Three options were taken to the Farmers Market for opinions.

Riddle said they want to build on the work that has already been done. Outreach can include displays at events at the park and the Farmers Market and an open house at City Hall. He reiterated the current phase isn't authorizing anything but providing a 30% concept design and cost estimate to inform future budget request.

Lewis still hesitant and wants public opinions on moving the stage, not just what the stage would look like. Taruscio said she can speak as a performer, the sun bears down on the performers. She agrees the questions must be separated and both answered. She wants to identify the questions, answer them and move on as a community. She feels if the question of moving versus not isn't asked, it could be more damaging. Davis said engaging with the public is critical but difficult. His suggestions were how to design for the future and embrace the past; designing it for more than 40 years with a growing community; using an open minded approach. Parker feels there are real concrete reasons to move the stage: allow for better seating, more seating, views aren't blocked, no need to cut older trees. She understands the nostalgia and the reality is Moscow is growing and need to provide a stage that is usable for everyone.

Mayor Bettge summarized the feedback as asking for more community outreach, community input, and a financial comparison of locations. The Council accepted the report by consensus.

7. Homeland Security Investigations Joint Task Force Reimbursement Agreement (ACTION ITEM) – Anthony Dahlinger

Detective Mowery is a full-time affiliate member of the Idaho Internet Crimes Against Children (ICAC), which is overseen by the Idaho Attorney General's office. He is also a Task Force Officer with Homeland Security Investigations (HSI), which allows him to assist in the investigation and prosecution of ICAC cases at the federal level. The Reimbursement of Expenses in the Joint Operations Agreement establishes procedures for reimbursement by HSI for overtime incurred while working these cases. 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 General's Office is seeking this Agreement solely to reimburse Detective Mowery's overtime for investigations of ICAC cases.

PROPOSED ACTION: Approve the Agreement between the U.S. Immigration and Customs Enforcement, Homeland Security Investigations, and the Moscow Police Department to allow for reimbursement by HSI; or provide staff with further direction.

Belknap introduced the item as written above. Taruscio moved to approve the Agreement between the U.S. Immigration and Customs Enforcement, Homeland Security Investigations, and the Moscow Police Department to allow for reimbursement by HSI. Parker seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

8. Moscow-Pullman Airport Federal Grant Preauthorization Request (ACTION ITEM) – Bill Belknap

The City of Moscow jointly operates the Pullman-Moscow Regional Airport with the City of Pullman and jointly serves as the sponsor for any federal grant funds. The airport has applied for Federal grant funds to support two projects at the airport. The first is to conduct the final phase of the airport master plan which will focus on the development of additional elements of the facility including general aviation, cargo, commercial, and charter operations. The airport has requested $1.5 Million to support this work, which will have a local match requirement of between $100,000-$150,000 depending upon

the grant award. The second grant project includes Phase 4 of the terminal apron construction which will add 2,700 square feet of additional apron space. The grant request for the apron project is $3.5 Million with a local match requirement of $388,889. Local match requirements for both projects will be funded by the airport from airport revenues. It is anticipated that the turnaround time between receipt of the award and the time permitted to accept the grant and return the required grant documents will be limited, so staff is seeking the Council's preauthorization to accept the grant awards and execute any necessary documents. A resolution has been prepared for the Council to grant the preauthorization approval.

PROPOSED ACTIONS: Approve the resolution providing preauthorization to accept up to $5 Million in federal grant funding; or take other action as deemed appropriate.

Belknap introduced the item as written above. having no questions, Parker moved to approve the resolution providing preauthorization to accept up to $5 Million in federal grant funding. Blankenship seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Moscow Pathways Commission- Davis said the bike tour is scheduled for June 11th.
Human Rights Commission – Blankenship said the Commission is working on events for Juneteenth.

Mayor

The airport opened on May 22 and they are working on advertising contract and concessionaire.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 8:38 p.m.

_____
Arthur D. Bettge, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

DRAFT

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 17, 2024

AGENDA ITEM TITLE

Disbursement Report May 2024 - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending May 31st, 2024. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of $3,775,461.95.

Payroll	$1,781,513.00
Professional Services	$199,019.00
Sanitation	$353,246.00
Capital Outlay	$140,005.00
Capital Outlay - Improvement	$45,850.00
Capital Outlay - Vehicles	$318,996.00
Capital Outlay - Buildings	$65,560.00
Supplies	$113,244.00
Utilities	$85,158.00
Contractual Payments	$444,919.00
ACH Wells Fargo	$39,996.00
Total	**$3,587,506.00**

REVIEWED BY

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

PROPOSED ACTIONS

ACTION: Accept the Disbursements Report for the month of May 2024.

STAFF RECOMMENDATION

Accept the Disbursements Report for the month of May 2024.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

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

RECEIPTS REPORT FOR MAY 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	24,261.84	144,867.72	77,541.89	0.00	143,665.30	11,020.15	275,278.01	14,114.89	3,134.89	4,965.42	698,850.11
105	STREETS	3,126.60	0.00	0.00	0.00	0.00	0.00	0.00	896.50	0.00	0.00	4,023.10
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	64,877.40	0.00	0.00	-219.00	716.00	0.00	65,374.40
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	559,952.65	0.00	1,494.76	0.00	0.00	0.00	561,447.41
230	SEWER	0.00	0.00	0.00	0.00	649,149.71	0.00	1,887.38	180.08	0.00	0.00	651,217.17
235	STORMWATER	0.00	0.00	0.00	0.00	50,411.96	0.00	0.00	0.00	0.00	0.00	50,411.96
240	SANITATION	0.00	0.00	0.00	0.00	505,265.12	0.00	0.00	0.00	0.00	0.00	505,265.12
290	FLEET	0.00	0.00	0.00	0.00	79,047.86	0.00	0.00	270.00	0.00	0.00	79,317.86
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	147,205.27	0.00	0.00	0.00	0.00	0.00	147,205.27
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
335	STORMWATER CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	30,415.30	0.00	0.00	0.00	30,415.30
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	3,197.54	0.00	0.00	0.00	3,197.54
590	BOND & INTEREST	3,496.88	0.00	0.00	0.00	0.00	0.00	2,428.17	0.00	0.00	0.00	5,925.05
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	**30,885.32**	**144,867.72**	**77,541.89**	**8,091.01**	**2,201,246.39**	**11,020.15**	**314,701.16**	**15,242.47**	**3,850.89**	**4,965.42**	**2,812,412.42**

City of Moscow
Cash and Investments
Balances as of 4/30/2024

Fund		Year to Date Balance
General Fund	$	7,761,986.04
Street Fund	$	2,386,921.89
Recreation & Culture	$	1,461,427.82
MSDCP	$	124,995.13
1912 Fund	$	68,573.96
Transit Center	$	70,571.08
Water Fund	$	3,270,301.30
Sewer Fund	$	3,866,048.97
Stormwater	$	374,618.62
Sanitation Fund	$	3,836,679.32
Fleet Fund	$	6,714,185.82
Information Systems	$	5,739,701.87
Water Capital	$	5,631,754.65
Sewer Capital	$	21,012,429.09
Stormwater Capital	$	332,332.43
Capital Projects	$	11,270,678.52
Sanitation Capital	$	8,091,124.33
LID Construction	$	218.29
Hamilton	$	790,919.98
Bond & Interest	$	1,057,800.88
LID Funds	$	35,611.11
Payroll Service	$	1,218,530.46
Total Cash & Investments	**$**	**85,117,411.56**

DISBURSEMENTS REPORT FOR MAY 2024

	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	PAYROLL	GRAND TOTALS
DATE		5/2/2024	5/9/2024	5/16/2024	5/23/2024	5/30/2024	5/3/2024 5/21/2024	5/2/2024 5/9/2024	5/28/2024	5/3/2024	5/17/2024	5/31/2024	
BATCH #		AP 5.3.2024	AP 5.10.2024	AP 5.17.2024	AP 5.24.2024	AP 5.31.2024	6/5/2024 AP 5.9.2025 AP 5.17.2024 AP 5.31.2024	5/23/2024 AP 5.3.2024 AP 5.10.2024 AP 5.24.2024	AP 5.28.2024	ID100	ID101	ID102-ID103	
CHECK #'s		108909-108988	108989-109057	109058-109129	109130-109203	109204-109264	May's CC ACH's	May's ACH's	109186, 109117	21613	21614	21615	
Fund #													
101	GENERAL	17,295.08	20,122.42	89,572.98	106,523.56	23,392.13	12,455.03		(360.56)	357,631.35	394,711.01	302,661.26	**1,324,004.26**
105	STREETS	61,853.73	574.92	8,953.62	8,313.65	2,750.57	160.25			28,396.65	28,880.12	24,028.21	**163,911.72**
120	RECREATION AND CULTURE	16,907.24	6,795.45	38,061.97	29,474.62	37,276.82	7,543.58			60,498.51	61,095.31	65,169.60	**322,823.10**
121	MSD COMM. PLAY FIELDS	408.01	1.00	125.85	832.16	6,082.60	3,604.31			1,627.00	2,734.92	1,544.32	**16,960.17**
123	1912 CENTER		10,750.00		1,110.78								**11,860.78**
128	TRANSIT CENTER	30.15	1,020.25	1,060.94	1,110.78								**3,222.12**
220	WATER	48,226.43	9,080.21	33,902.21	34,205.35	3,172.57	876.28	134,111.04		48,982.86	51,280.57	44,803.08	**408,640.60**
230	SEWER	39,208.58	75,220.52	20,441.82	51,473.01	47,370.15	2,561.43	20,697.72		54,753.83	47,912.67	46,395.18	**406,034.91**
235	STORMWATER	907.84	162.71	887.84	9,761.65	86,566.32	2,034.07			15,990.48	17,188.78	14,636.89	**148,136.58**
240	SANITATION		134,463.70	746.50	4,254.48			210,945.20		8,400.14	8,582.30	7,360.88	**374,753.20**
290	FLEET	7,049.56	1,339.79	9,441.63	4,937.20	204,622.98	159.14			12,752.14	13,014.20	11,354.18	**264,670.82**
295	INFORMATION SYSTEMS		3,394.80	80.17	18,769.56		10,601.90			15,982.57	19,045.25	14,098.45	**81,972.70**
320	WATER CAPITAL PROJECTS							2,294.59					**2,294.59**
330	SEWER CAPITAL PROJECTS			33,972.10		128,248.78		2,294.59					**164,515.47**
335	STORWATER CAPITAL PROJECTS												**0.00**
340	SANITATION CAPITAL PROJECTS												**0.00**
350	CAPITAL PROJECTS	125.08	5,075.00	2,453.22	12,277.02	760.13		60,970.48					**81,660.93**
355	LID CONSTRUCTION												**0.00**
380	HAMILTON - PARKS & REC												**0.00**
590	BONDS & INTEREST												**0.00**
	TOTAL	**192,011.70**	**268,000.77**	**239,700.85**	**283,043.82**	**540,243.05**	**39,995.99**	**431,313.62**	**(360.56)**	**605,015.53**	**644,445.13**	**532,052.05**	**3,775,461.95**

_____ **Gina Taruscio**

_____ **Hailey Lewis**

_____ **Bryce Blankenship**

_____ **Sarah L. Decker, Director of Finance & Employee Services**

Major Expenditures for May 2024

Professional Service

Coeur D' Alene SVC STN Equipment, Inc. Diagnose/Repair probe in Unleaded tank	$ 4,065.62
HDR Engineering, Inc. Comprehensive Water System Plan services 2.25.24 - 3.30.24	$ 5,774.00
Itani Development IV, Inc. Refunded remaining amount being held for Rolling Hills 9th 1-year Security	$ 38,699.31
National Safety, Inc. 8 hrs. confined space training for the Water Department on 4.18.24	$ 4,200.00
Viva Cleaning Company Janitorial Cleaning Contract	$ 7,684.32
Western States Equipment Co. Generator Repairs	$ 6,285.50
Best Western Plus University Inn Chief Fry's retirement	$ 2,515.20
Blue Logix, LLC Scada Screen Update	$ 4,240.00
CompuNet, Inc. Cisco Smartnet + SW Renewal	$ 3,394.80
Evcar, Inc. Monthly Cleaning for May	$ 4,589.65
GG Gutters, Inc. May 1-15 Janitorial Services	$ 3,069.66
Gropp, LLC PD Forensic Mini Split Install	$ 3,700.00
Western States Equipment Co. Labor for replace Control and circuit breaker (Budgeted Generator repairs)	$ 31,350.00
Western States Equipment Co. Replace Control/cdvr & replace circuit breaker (Budgeted for generator repairs)	$ 30,114.50
Blue Logix, LLC Blue Logix - March 2024: Wastewater Scada Screen Updates 23-24 (240307)	$ 3,680.00
Cherle Patricia Poulson Spring 2024 March-May. Full, Punch and walk in	$ 3,485.50
Eastern Washington Surf Soccer Club Spring 2024 Micro Soccer	$ 4,479.08
Intec Services, Inc. Ghormley Park Athletic Field Light Inspection	$ 5,639.00
Mark and Dawn Barnard UB refund for overpaid amount	$ 4,000.00
Waterworks Irrigation Co. Irrigation System Repair	$ 3,047.01
GG Gutters, Inc. Janitorial Services May 16-31	$ 3,069.66
Hach Company Hach Service Equipment	$ 5,749.00
Ziply Fiber Ziply fiber for May services	$ 4,230.90
National Hose Testing Specialties Hose Testing for Fire Dept.	$ 4,272.00
Viva Cleaning Company Janitorial Cleaning Contract	$ 7,684.32
	$ 199,019.03

Capital Outlay- Improvements

J-U-B Engineers, Inc. WRRF Facility Improvements - IPS Replacement - Task #22	$ 33,972.10
A & R Construction, Inc. Indian Hills Bathroom - Crane & Transport Service 05.16.24	$ 4,920.00
Curry, Inc. Indian Hills Bathroom - Conduit boring	$ 6,958.27
	$ 45,850.37

Sanitation

Finley Buttes Landfill Garbage - April 2024	$ 120,355.00
Finley Buttes Landfill Fuel Relief - April 2024	$ 1,247.95
Latah Sanitation (ACH) Monthly LSI Billing for April 2024	$ 231,642.92
	$ 353,245.87

Supplies

J.R Simplot Company Broadleaf Herbicide	$ 2,830.00
Oxarc, Inc. Chlorine and SO2 Pesticide	$ 4,831.58
USABluebook Dechlorination tablets for flushing	$ 2,640.04
H.D Fowler Company Valve replacement program at hydrants	$ 4,661.28
Autozone, Inc. Twisted link alloy chains for stock (19 @ $9.50/ea)	$ 4,750.00
Galls, LLC New hire uniforms 027441224	$ 2,898.38
Geveko Markings, Inc. White line, Turn arrows and Shared bike lane symbols	$ 8,466.20
K C Enterprises JR SR Regular size girls jerseys	$ 5,477.27
K C Enterprises JR SR Extended and youth size softball jerseys	$ 4,719.28
Oxarc, Inc. Chlorine and SO2 Pesticide	$ 5,972.71
Phillip R. Stradley Well pump at Mt. View park	$ 4,012.61
Oxarc, Inc. Chlorine and SO2 Pesticide	$ 5,972.71
Phillip R. Stradley Scum Panel Install	$ 5,502.90
Thatcher Company of Montana Aluminum Sulfate	$ 9,935.50
J & H Printing, Inc. Artwalk Flyers and Passports	$ 3,368.75
J.R Simplot Company Herbicide	$ 12,005.00
Oxarc, Inc. Chlorine and SO2 Pesticide	$ 3,006.23
Thatcher Company of Montana Caustic Soda	$ 3,726.96
W.M Smith and Associates, Inc. SP Chlorine	$ 18,466.80
	$ 113,244.20

Capital Outlay-Vehicles

Metroquip, Inc. Purchase agree order per quotes-Envirosight Roverx	$ 318,996.34
	$ 318,996.34

Utilities

Avista Utilities April 2024	$ 85,158.34
	$ 85,158.34

Payroll

$ 1,781,512.71

Contractual Payments

Heart of the Arts	$ 10,750.00
SE Moscow Sewer District	$ 3,429.65
Humane Society of the Palouse	$ 4,705.00
Moscow Chamber of Commerce	$ 5,150.00
ICRMP - Second half	$ 195,479.50
Presnell Gage, PLLC	$ 32,500.00
Infosend	$ 3,731.73
Moscow Volunteer Fire Department	$ 1,750.00
Department of Environmental Quality (ACH)	$ 134,111.04
HRA VEBA Trust	$ 9,504.29
Regional Public Transportation, Inc.	$ 35,082.25
Inland Northwaste - Encore Annual Renewal	$ 8,725.92
	$ 444,919.38

ACH Wells Fargo

Commercial Card Expense - May 3rd	$ 7,745.04
Commercial Card Expense - May 10th	$ 10,041.42
Commercial Card Expense - May 17th	$ 6,181.34
Commercial Card Expense - May 24th	$ 10,190.85
Commercial Card Expense - June 1st	$ 5,837.34
	$ 39,995.99

Capital Outlay

Fred Thompson Construction Sidewalk Program 2024: Pedestrian Ramp at First and Jefferson St.	$ 5,000.00
Consolidated Supply Co. Black poly for Taylor & Lauder services	$ 3,400.80
Consolidated Supply Co. Warbonnet Apts. service materials	$ 3,355.00
Germer Construction, Inc. Brent Drive to Morton St Sewer - Pay App 1	$ 128,248.78
	$ 140,004.58

Capital Outlay - Buildings

LCA Architects, P.A. (ACH) City Shop Design Services-April 2021	$ 65,559.66
	$ 65,559.66

Major Expenditures $ 3,587,506.47 95% of the total expenditures of $3,775,461.95

Large Expenditures

Itani Development IV, Inc. Refunded remaining amount being held for Rolling Hills 9th 1-year Security	$ 38,699.31
Western States Equipment Co. Labor for replace Control and circuit breaker (Budgeted Generator repairs)	$ 31,350.00
Western States Equipment Co. Replace Control/cdvr & replace circuit breaker (Budgeted for generator repairs)	$ 30,114.50
Regional Public Transportation, Inc. Pledged contribution for 3rd quarter	$ 35,082.25
J-U-B Engineers, Inc. WRRF Facility Improvements - IPS Replacement - Task #22	$ 33,972.10
Metroquip, Inc. Purchase agree order per quotes-Envirosight Roverx	$ 318,996.34
LCA Architects, P.A. (ACH) City Shop Design Services-April 2021	$ 65,559.66
Germer Construction, Inc. Brent Drive to Morton St Sewer - Pay App 1	$ 128,248.78
ICRMP - Second half Insurance premium - second half	$ 195,479.50
Presnell Gage, PLLC Annual Audit and Financial Reporting ending in September 2023	$ 32,500.00
Department of Environmental Quality (ACH) Drinking water loan	$ 134,111.04
Total:	**$ 1,044,113.48**

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 17, 2024

AGENDA ITEM TITLE

Idaho Fire Fighter's License Plate Grant Program - Alisa Anderson / Brian Nickerson

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Brian Nickerson, Fire Chief

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Idaho Fire Chief's Association (IFCA) sponsors the Fire Fighter License Plate (FFLP) grant program on an annual basis. Grant requests must comply with the legislated guidelines to be used "exclusively for fire safety education" of firefighters, fire chiefs, and the general public. Grants are generally capped at a maximum possible award of $2,500 to $3,500. The Moscow Volunteer Fire Department (MVFD) conducts 15-20 fire extinguisher classes per year to the community, including the University of Idaho (UI) Greek housing. Training conducted off-site from a firehouse is accomplished with the use of a LP gas fire prop and 2.5-gallon water extinguishers. The props enable a safe and environmentally friendly hands-on experience. The MVFD is requesting to submit a grant request to purchase six (6) 2.5 Gallon Amerex Brand water extinguishers estimated to cost $190.00 each. These extinguishers will also be used during trainings for new firefighters at the annual fire academy. The MVFD is also requesting to purchase fire prevention materials to be distributed to the community at trainings estimated to cost $500. The total grant request will not exceed $1,800.00. The grant application is due June 28, 2024. No match is required for this request.

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on June 10, 2024 and recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the grant application to the Idaho Fire Chief's Association Fire Fighter License grant program in an amount not to exceed $1,800 for the purchase of six (6) 2.5 Gallon Amerex Brand water extinguishers and community training materials.

STAFF RECOMMENDATION

Approve the grant application to the Idaho Fire Chief's Association Fire Fighter License grant program in an amount not to exceed $1,800 for the purchase of six (6) 2.5 Gallon Amerex Brand water extinguishers and community training materials.

OTHER RESOURCES

N/A

FISCAL IMPACT

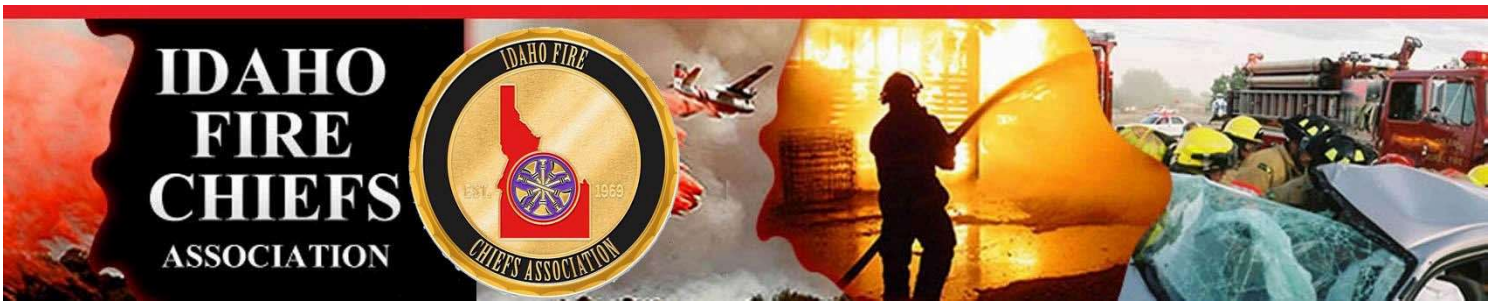
No match required.

PERSONNEL IMPACT

Fire, Grants and Finance Department

ATTACHMENTS

1. Idaho FireFighter License Plate Grant Info Att
2. Amerex B240 2 Att



Click icon for Profile Link and Login

2024 Idaho Fire Fighter's License Plate Fund
GRANT INFORMATION

Note: Please read ALL of the grant application instructions carefully. Follow the instructions. Complete the application form completely. Grant applications have been rejected for failure to follow the instructions. Thanks!

Complete the 2024 Grant Application Online>> (please read the instructions below before completing!)

Dear Grant Applicant,

The Idaho Fire Chief's Association (IFCA) announces the 2024 Fire Fighter License Plate (FFLP) grant program. These grants are awarded annually from available funds received through the Idaho Fire Fighter's License Plate (FFLP) Fund program. Grant applications are reviewed by the FFLP Grant Review Committee. The Committee carefully evaluates all applications and establishes the grant amounts. 2024 marks the 24th year of this highly successful program. Over $850,000 in grants have been awarded for fire safety education programs across Idaho since the program began!

Grant application forms for 2024 must be received no later than Friday, June 28, 2024!

The 2024 FFLP grant awards will be announced and distributed in August. Please plan accordingly if this time factor might affect use of anticipated funding or procurement.

Up to **75%** of the available grant fund balance that has accrued as of July 1st 2024 will be awarded. It is estimated there will be about $75,000 available for grant awards in 2024.

IMPORTANT: Grant requests must comply with the legislated guidelines to be used "exclusively for the **fire safety education** of firefighters, fire chiefs, and the general public." Each year some grant applications are rejected because they are more operationally, equipment or training oriented.

Rules and Guidelines for Grant Applications:

1. An organization, agency, or group may only submit **one (1) grant application each year**. For fire departments with "joint duties" (a municipal and rural district) with more than one Idaho FDID number registered with the State Fire Marshal's IFIRS program *, only one grant application per FDID number may be submitted*. Your **FDID number must be provided** if you are a fire department applicant. Grant requests from a fire department must have that **agency's head person (Chief, Director, Chairman, etc.) sign digitally by including their name** in the space provided on the application form. Agencies providing EMS and fire functions can only apply once, even if they are considered separate for federal, state, or local registrations or licensing entities.

2. Associations or organizations may submit only one (1) grant application for the parent organization. However, sub-groups within the larger association, such as Chapters, Locals, Divisions, etc., may also submit one application per each sub-group. Individuals and non-fire groups are only allowed to submit a single application.

3. Any and all **surplus or unexpended grant funds MUST be returned to the IFCA**. Failure to do so will result in the loss of consideration for additional grants for a period of five years from the year of the initial grant. In special circumstances, the FFLP Committee may extend a grant usage period if asked to do so in writing by the grant recipient, and there are extenuating circumstances

4. Failure to submit the required **"closing report"** by the end of the grant usage period will result in the loss of consideration for additional grants for a period of five years from the year of the initial grant. **NEW: Grant checks not cashed within 60 days of check issuance will be canceled.**

5. All applicants must enter their **Federal Tax ID number** (if they have one) or the Applicant's SSN in the space provided on the application form. (This information will be kept strictly confidential and is for IFCA accountant information purposes only.)

6. Grant awards for commonly requested electronic equipment, specifically laptop computers or LCD projectors, are typically "capped" at a set amount based on the current common price for a basic version of that equipment.

7. Grants are **generally "capped" at a maximum possible award of $2,500-$3,500** though a higher amount may be requested. This is to allow funding of as many grant requests as possible. There is no minimum grant amount that may be requested and no guarantee that the full requested amount will be awarded. Please contact Patty Morgan at (208) 629-4865 for more information and assistance

8. **Grant applications may only be requested for a single item or activity**. HOWEVER: Technology packages/systems that rely on one another to achieve education or training desired outcome may be presented as a single item, ie: laptop and projector. The "package/system" must still meet the same cap limits per year and cannot be stacked. is "Fire prevention handout material" would be considered a single item (brochures) but there could be a dozen or more different types of brochures.

9. **Requests for the following items are not an acceptable use of grant funds and will not be awarded**: Smoke Detectors or CO Detectors; (units may be purchased with third party funds and the educational material and training component however is acceptable); EMS equipment such as CPR Dummies; fire and EMS materials that are not intended to educate the community served or the members providing these services such as Drones; Furnishings; Administrative Costs; and Training Costs for individuals.

10. If you have a **surplus of money** from a grant, the grant recipient may contact the IFCA offices with a request to use the balance, or a portion thereof, for another "related" item if you wish to do so. Such requests must be in writing (email is acceptable) and must state the grant number, circumstances, with justification, for the re-allocation of the funds. The FFLP Committee will be consulted to review and approve such requests.

11. **No grants will be "automatically" renewable**. A new grant request is required for each grant period (annually) and a separate application must be submitted each year.

12. Grant **applicants must "justify" their request.** Don't just list "Laptop computer". Explain why you need the resource and what it will be used for. Please make sure that it meets the "**exclusively for the fire safety education of firefighters, fire chiefs and the general public".** (Idaho Statute Title 49, Chapter 4 - Motor Vehicle Registration)

13. If requesting **funds for materials or equipment** (i.e., laptops, DVD's, pamphlets, signs, costumes, etc.) you should submit a product information sheet on the product(s) with the cost of it, or, a written estimate of the total cost from the vendor for the product. If there is tax, shipping, set-up or handling costs to obtain or prep the product for use, those costs may be included in the grant request, but they must also be shown and itemized on the estimate. **Administrative costs are not eligible for funding.**

14. **All grant request amounts need to be rounded off to a whole dollar amount.**

15. From time to time a **special or urgent grant** need may arise outside of the normal application period. If you feel you qualify, you may submit a grant application form to the IFCA offices at any time with an accompanying letter of circumstances stating "why" the special request grant should be funded and the reason for the urgency. This will be forwarded to the FFLP Grant Review Committee for consideration and they will render a decision whether to fund it or not.

16. There is **no guarantee that any or all grant applications will be funded** or that applications will be "fully" funded. This means you might receive 100% funding or receive a portion of what you requested. This is fairly common. If your grant request requires 100% FFLP grant funding, then this must be checked on the grant application form in the space provided. It is highly recommended that Applicants seek out "other funds" to help support their project as this shows a shared financial commitment toward the project.

17. **If the Applicant is a past recipient of a FFLP grant you should check "Yes" on the form**. If the Applicant has never received a FFLP grant, you should check "No" on the form. *First-time grant applicants will be given a priority consideration.*

Remember, your 2024 Grant Application must be submitted electronically and received by the IFCA on or before the deadline of June 28, 2024.

For questions contact:

Idaho Fire Chief's Association, Inc. Phone: (208) 629-4865

ATTN: Patty Morgan, Executive Director

P.O. Box 2133, Boise, ID 83701

Email: admin@idahofirechiefs.org

Complete the 2024 Grant Application Online>>

Idaho Fire Chiefs Association
P.O. Box 2133 Boise, Idaho 83701-2133
Tel: 208.629.4865

IFCA's Privacy Policy

Amerex B240 2.5 Gallon Water Pressure Fire Extinguisher

Product Description

Model 240 utilizes the cooling, soaking and penetrating effect of a 45-55 ft. stream of WATER. The 55 sec. discharge timemakes it very effective for inexperienced operators for use on Class A fires.

- **Class A:** Wood, Paper, cloth, trash, plastics (solids that are not metals).

Model 240 may be freeze protected by adding model 506 Anti-Freeze charge

SPECIFICATIONS

- Brand : Amerex
- Model #: B240/240
- UL&ULC Rating: 2A
- Design: Hose & Nozzle
- Capacity: 2.5 Gal
- Shipping Weight (lbs empty): 7.5
- Height (in): 24.5
- Width (in): 9 (entire width of unit, including hose and handle)
- Depth (in): 7(cylinder diameter)
- Range (initial- ft): 45-55
- FM Approved: YES
- Discharge Time (sec): 55
- Included Bracket: Wall bracket 816-01007

FEATURES

- 5 Year Manufacturer Warranty
- Stored Pressure Design
- Polished Stainless-Steel Cylinders
- All Metal Valve Construction
- Exclusive crevice free, butt welded cylinders
- Temperature Range +40°F to 120°F
- Manufactured and Tested to ANSI/UL Standards
- Complies with NFPA 10 Standard
- ISO-9001 / ISO-14001 Certified
- UL LISTED

CLEAN

- Leaves no powder residue

USER FRIENDLY

- Maximum visibility during discharge
- Large Loop Stainless Steel Pull Pin
- Bar Coded and Bi-lingual Label

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 17, 2024

AGENDA ITEM TITLE

Firehouse Subs Grant Application - Alisa Anderson / Brian Nickerson

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Brian Nickerson, Fire Chief

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Moscow Volunteer Fire Department (MVFD) is requesting to submit a grant application to the Firehouse Subs Public Safety Foundation (Foundation). This Foundation assists first responders and public safety organizations by providing lifesaving equipment and needed resources to help them be better prepared to save lives in the communities they serve. The Foundation mainly focuses its resources in areas where a Firehouse Subs Restaurant is within 60 miles of an applicant's organization and a new location was opened in Moscow on the University of Idaho Campus at 875 Line Street, in 2023. The funding request to Firehouse Subs is for the purchase of new extraction equipment used to cut through tough materials, helping to open tight spaces and provide stabilization. The MVFD is requesting to submit a grant request in an amount not to exceed $30,000. The grant application portal opens July 11, 2024, for its next round of applications. This program does not require a local match.

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on June 10, 2024, and recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the grant application to Firehouse Subs Foundation in an amount not to exceed $30,000 for extraction equipment.

STAFF RECOMMENDATION

Approve the grant application to Firehouse Subs Foundation in an amount not to exceed $30,000 for extraction equipment.

OTHER RESOURCES

N/A

FISCAL IMPACT

No match is required.

PERSONNEL IMPACT

Fire, Grants and Finance Departments

ATTACHMENTS

1. FHS FAQ - Attach

2. Equip Quote Extraction Only 6.2024

The Portal is Closed Until 7/11/2024

GRANT APPLICATION FAQs

APPLICATION CHECKLIST

START AN APPLICATION

SIGN IN

Frequently Asked Questions & Tips

STOP HERE & PRINT THIS PAGE. You will not be able to return to this page.

Please Apply Early. Please **do not** contact area restaurants or Firehouse Subs Care Center with grant-related questions.

What does the Firehouse Subs Public Safety Foundation support?

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities. This is accomplished by providing lifesaving equipment and prevention education tools to first responders and public safety organizations. All requests must fall within our Foundation's funding guidelines which can be found on our website via firehousesubsfoundation.org/about-us/funding-areas. See below for information regarding items that are not supported by our grants program.

Are there items that your Foundation does not support?

All requests must fall within our Foundation's funding guidelines which can be found on our website via firehousesubsfoundation.org/about-us/funding-areas. Examples of items that are not supported by our board of directors at this time include body cameras, building exhaust removal systems, crash data boxes, dash cams, drones and drone accessories, exercise equipment, goodie bags, guns/firearms/use of force equipment, riot gear, laser pointers (designators), inflatable bounce houses, license plate readers, Narcan, portable message signs, Pluggie the fire plug robot, Polar Breeze thermal rehabilitation systems, power load stretchers, radar detectors, recording devices, refurbished equipment, security systems, surveillance equipment, Sparky the Fire Dog robots and costumes, stop sticks, tasers, throw bots, traffic road barriers, TruNar analyzers, t-shirts & polos, etc. Note: Our organization is unable to accept requests for Scott SCBA Model AP50 at this time. All other Scott product requests are acceptable.

Is this grant only available for Fire Departments?

No. Law enforcement, EMS, public safety organizations, non-profits and schools are encouraged to apply for life saving equipment.

If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?

We ask that grant recipients wait a minimum of two years from the date of approval before reapplying.

Does the Foundation provide reimbursements for purchased equipment?

Our program DOES NOT provide reimbursements for purchased equipment. If your organization has already purchased the equipment and is requesting reimbursement, please DO NOT apply.

What are the most common reasons a grant application is marked incomplete?

- The requested equipment does not fall within the Foundation's funding guidelines
- Quote is missing vendor sales representative first and last name & vendor email address
- Quote is missing name & physical address of the applying organization, and a contact person from the organization
- Online quotes are not permissible
- Quote does not match the dollar amount or quantity requested in the grant application
- Quote includes item(s) that are not being requested in the grant
- Attachments that are not saved as .doc, .pdf, .jpeg or .xlsx
- Financials are outdated and/or do not include both revenues and expenses
- Alternate contact information is the same contact information as the main contact information

Can my organization submit multiple grant applications?

No, the Foundation does not accept more than one grant request per organization. The Foundation is unable to make exceptions to this rule.

Is the Firehouse Subs Public Safety Foundation grant a matching grant?

There are no matching funds involved in our organization's grants program.

If my request is more or less than $20,000 will it be denied?

$15,000-$25,000 is a guideline. Requests exceeding $50,000 will not be accepted.

What financial information should we provide?

Financials must show revenue and expenses and must include the name of your organization, city or county. One of the following options must be submitted:

- A recent - within one month - Balance Sheet which consists of Assets and Liabilities
- A recent - within one month - Profit & Loss Statement also called an Income Statement
- A current year annual budget showing projected income and expenses
- A previous year audit or 990

What is needed for the required vendor quote/bid attachment?

You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

- Vendor sales representative first and last name must be included on quote
- Vendor email address must be included on quote
- The name & ***physical*** address of your organization must be included
- The first and last name of a contact person from your organization must be included
- Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted.
- Online quotes will not be accepted
- Must be dated within six months of the application deadline
- Must contain only the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote ***MUST MATCH*** the total that your department is requesting
- Sales tax and freight charges are included, if applicable
- The cost of maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within the submitted quote
- Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or tax not included in the submitted quote

Note: When requesting a quote/bid from a vendor, we highly recommend sharing our quote requirements with the sales representative and making them aware the quote is for a Firehouse Subs Public Safety Foundation grant application.

What inventory information should I provide?

Please include a list of apparatus, vehicles and other specialized equipment. Submitted equipment inventory documentation must include the name of your organization. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE)

If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?

Our Foundation mainly focuses its resources in areas served by Firehouse Subs restaurants. We recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60 mile guideline.

When can we expect to find out if our grant has been approved or denied?

ALL applicants will be notified of a decision regarding their application within two months of the close of the grant deadline. Please do not contact restaurants or the Firehouse Subs Care Center with questions regarding your grant.

Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?

As per our guidelines, Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, firearm simulators, or other use of force items.

Does the Foundation only work with specific equipment vendors?

No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. It is up to the grant applicant to submit a quote/bid for the requested equipment which will include the brand and manufacturer. As needed, the Foundation's procurement team will evaluate pricing and reach out to other distributors of the same manufacturer and brand.

Does the Foundation fund requests for refurbished equipment?

No, our organization does not accept grant requests for refurbished or pre-owned equipment.

Does the Foundation fund requests for patent-pending equipment?

No, our organization does not accept grant requests for patent-pending products.

Does the Foundation accept requests for partial funding?

The Foundation does consider request for partial funding, however, the balance of funds must already be secured and outlined within your grant request. We ask that you include a note about the project and the secured funding as part of your organization's background/history attachment if submitting a request for partial funding.

If approved, what is required by the recipient?

Documentation must be submitted to verify that the grant award was received. More details will be provided if approved.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email **Foundation@FirehouseSubs.com**.

Firehouse Subs Public Safety Foundation Scholarships Program FAQs

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How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement or emergency medical (paramedic or EMT) program at an accredited two- or four-year college, university or vocational-technical school for the upcoming academic year.
Click **here** to learn more.

How can accredited schools apply for scholarship funding?

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement or emergency medical (paramedic or EMT) programs by completing the online grant applications via **grants.firehousesubs.com**.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

© 2024 Firehouse Subs Public Safety Foundation

Ph: 206-622-2875
TF: 800-426-6633
Fax: 253-236-2997
nwsales@lncurtis.com
UEI#: DDLSADSWN7U7

CURTIS
TOOLS FOR HEROES

Northwest Division
6507 South 208th Street
Kent, WA 98032
www.LNCurtis.com

Quotation

CUSTOMER:
Moscow City Fire Department
229 Pintail
Moscow ID 83843

SHIP TO:
Moscow City Fire Department
229 Pintail Lane
Moscow ID 83843

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
303890	05/31/2024	06/30/2024

SALESPERSON	CUSTOMER SERVICE REP
Adam Sitton asitton@lncurtis.com 509-531-4944	Heather Dodge hdodge@lncurtis.com 206-596-7910

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Chief Brian Nickerson	C3459	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
SP	Standard Shipping	

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per-and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit https://www.lncurtis.com/product-notices-warnings

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
~~1~~	~~1~~	~~EA~~	~~272788000~~ HURST	~~S788 E2 Cutter Package, Consisting of:~~ ~~1 - S788 E2 Cutter~~ ~~1 - 110V Charger~~ ~~2 - EXL Batteries~~	OM	~~$8,821.77~~	~~$8,821.77~~
2	1	EA	272799000 HURST	S799 E2 Cutter Package, Consisting of: 1 - S799 E2 Cutter 1 - 110V Charger 2 - EXL Batteries	OM	$13,900.50	$13,900.50

Ph: 206-622-2875
TF: 800-426-6633
Fax: 253-236-2997
nwsales@lncurtis.com
UEI#: DDLSADSWN7U7

CURTIS
TOOLS FOR HEROES

Northwest Division
6507 South 208th Street
Kent, WA 98032
www.LNCurtis.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
3	1	EA	271555000 HURST	SP555 E2 28" Spreader Package - Consisting of: 1 - SP555 E2 Spreader 1 - 110V Charger 2 - EXL Batteries	OM	$14,153.40	$14,153.40
4	1	EA	272085412 HURST	110V Power Supply Adapter Plug for eDRAULIC 2.0 Rescue Tools	OM	$872.10	$872.10
~~5~~	~~1~~	~~EA~~	~~274085000~~ HURST	~~R421 E2 Ram Package - Consisting of:~~ ~~1 - R421 E2 Ram~~ ~~1 - 110V Charger~~ ~~2 - EXL Batteries~~	OM	~~$9,945.90~~	~~$9,945.90~~

Small Business
CAGE Code: 5E720
SIC Code: 5099
Federal Tax ID: 94-1214350
UEI #DDLSADSWN7U7

This pricing remains firm until 06/30/2024. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	~~$47,693.67~~
Estimated Tax Total	$0.00
Transportation*	$0.00
***(to be added when order ships)**	
Total	~~$47,693.67~~

View Terms of Sale and Return Policy

$28,926

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 17, 2024

AGENDA ITEM TITLE

Rendezvous in the Park Alcohol Use Request in East City Park - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

David Schott, Parks and Facilities Manager

DESCRIPTION

Rendezvous in Moscow, Inc. is hosting its annual music and arts festival, Rendezvous in the Park, on July 19-20, 2024, in East City Park. The festival features live, family-friendly concerts in the evenings, a two-day arts festival for children during the mornings, food vendors, and one licensed beer/wine vendor. Following standard operating procedures for events with alcohol within a City Park, Rendezvous in Moscow, Inc. is requesting the allowance of attendees to possess and consume alcoholic beverages within the event footprint during the hours of 4:30 p.m. and 10 p.m. during the aforementioned dates. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration.

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on June 10, 2024 and recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the resolution allowing for the possession and consumption of alcoholic beverages in East City Park within the event footprint of Rendezvous in the Park during the listed times and dates of the event.

STAFF RECOMMENDATION

Approve the resolution allowing for the possession and consumption of alcoholic beverages in East City Park within the event footprint of Rendezvous in the Park during the listed times and dates of the event.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2024 - Beer-Wine_Rendezvous in the Park_final

RESOLUTION NO. 2024 –

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

WHEREAS, Moscow City Code Title 5, Chapter 13, Section 13-4.B., Title 9, Chapter 6, Section 6-35 and Title 9, Chapter 8, Section 8-17 prohibits the possession of alcoholic beverages while present in a public park in the City of Moscow, Idaho (hereinafter "City") except in accordance with specific regulations adopted by the Council by Resolution; and

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

WHEREAS, Rendezvous in Moscow, Inc. (hereinafter "the Event Sponsor") desires to have its sponsored event, Rendezvous in the Park (hereinafter "the Permitted Event"), in East City Park (see Attachment "A"); and

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

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

WHEREAS, Council wishes to prevent 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, and/or its affiliates, associations, contributors, supporters, participants, etc.;

DRAFT

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 AND/OR WINE FROM JULY 19, 2024 THROUGH JULY 20, 2024:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 19th day of July through the 20th day of July, from 4:30 p.m. to 10:00 p.m. on each day.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the licensed vendor has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars ($1,000,000) combined single limits.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars ($1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event. City shall be named as an additional insured on the insurance policy of the licensed vendor.
3. No less than ten (10) days prior to the Permitted Event, the Event Sponsor shall deliver to the City Clerk the signed original of the Agreement, attached as Attachment "B", with City to defend, hold harmless and indemnify City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Event Sponsor use of the Park premises.
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 their designee to terminate all or part of the Permitted Event.

Vendor:

1. There shall be only one (1) licensed vendor of beer and/or wine at the Permitted Event;

2. Event Sponsor is required to ensure that all beer and/or wine shall be sold only by a licensed vendor.
3. The licensed vendor shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.
4. The City shall play no role in determining which vendor shall be selected to sell alcoholic beverages in the Park during the Permitted Event; described herein.
5. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed no less than ten feet (10') from the vendor's sales or dispensing counter.
6. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and/or wine is being served during the Permitted Event. The Chief of Police shall make the determination of whether law enforcement officers are required or the use of a private security firm shall be utilized 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 and the Event Sponsor shall be responsible for all payment and costs associated with all security services.
7. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

Sales and Consumption:

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

6. All beer and/or wine shall be dispensed in and consumed from its original container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage.
7. Every occupant within the area(s) designated for beer and/or wine consumption shall provide identification to law enforcement officers or City employees who request it.
8. No person under twenty-one (21) years of age shall be present in the area(s) designated for beer and/or wine sales or consumption at any time beer and/or wine is being served.
9. A sign shall be prominently posted at or near the entrance and exit to the Event stating that purchase and/or use of wristbands and/or alcohol by persons under twenty-one (21) years of age is prohibited.
10. Beer and wine shall be sold and consumed only within the designated areas at the Park only between the hours of 4:30 p.m. and 10:00 p.m. local time from July 19, 2024 through July 20, 2024, during the Permitted Event.
11. No person shall carry or consume any alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event and consumed within the approved consumption area. Consumption of alcohol within the Park and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

Fee:

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

Failure To Comply:

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

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
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 June, 2024.

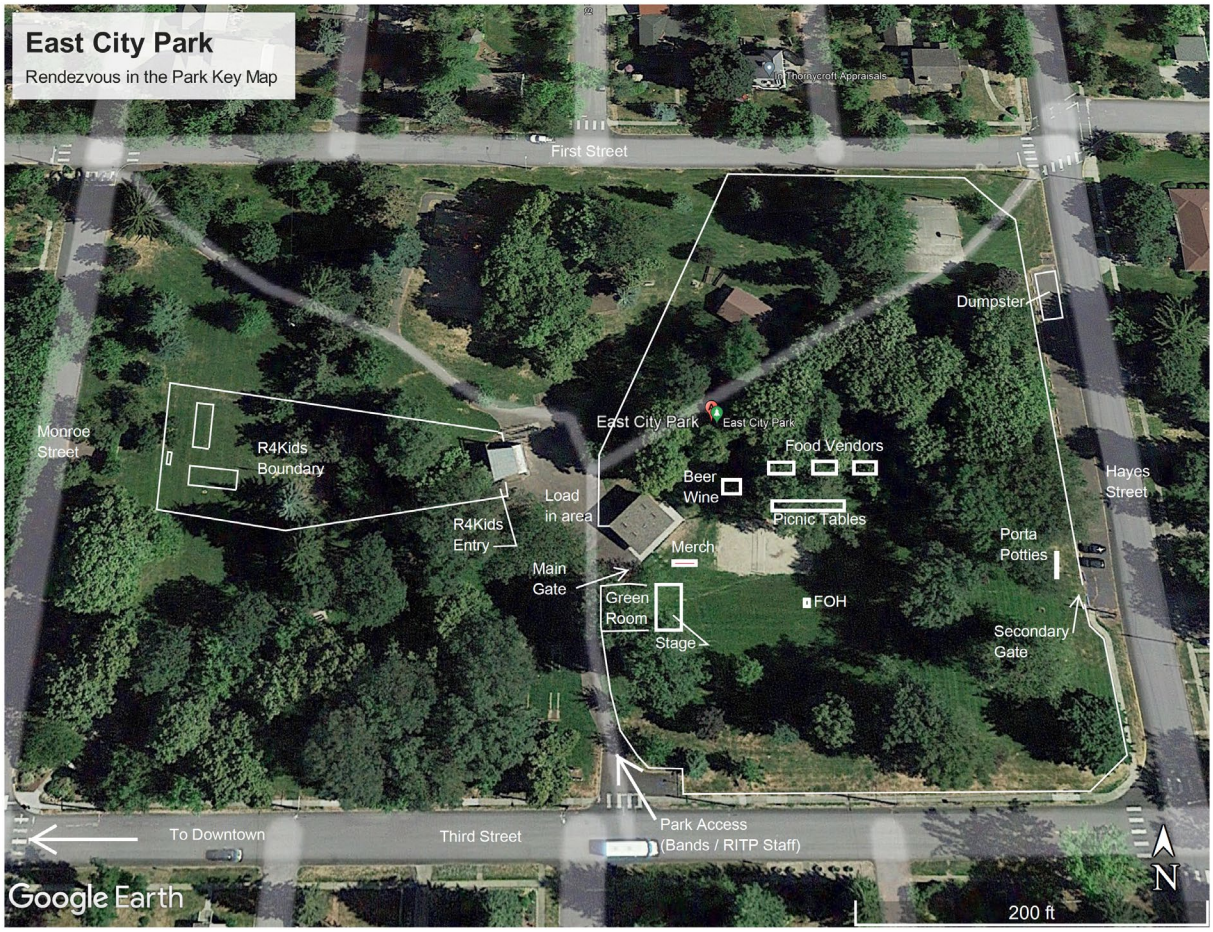
_____
Arthur D Bettge, Mayor

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 _____ and attest to the Mayor's signature.

_____
Laurie M. Hopkins, City Clerk

DRAFT

Attachment A



Attachment B

AGREEMENT TO DEFEND, TO HOLD HARMLESS
AND TO INDEMNIFY BETWEEN CITY OF MOSCOW, IDAHO
AND RENDEZVOUS IN MOSCOW, INC., FOR
THE RENDEZVOUS IN THE PARK EVENT

THIS AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and Rendezvous in Moscow, Inc. (hereinafter "SPONSOR"), is made and entered into this ___ day of June, 2024.

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

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY and SPONSOR agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY;

SPONSOR, through its duly and specifically authorized agents, hereby releases CITY and agrees, contracts and covenants not to bring suit, and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all legal and equitable claims, causes of actions, 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 July 19, 2024, through July 20, 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 representative including, but not limited to, the caterer and/or vendor of alcohol during the Event.

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

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

I, Daryle Faircloth, 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 Rendezvous in Moscow, Inc. to this Agreement.

SIGNED this _____ day of _____, 2024.

RENDEZVOUS IN MOSCOW, INC.

_____
Daryle Faircloth

CITY OF MOSCOW, IDAHO

_____
Arthur D. Bettge, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 17, 2024

AGENDA ITEM TITLE

Pour Company Keg, Cork & Fork Fest Alcohol Use Request in Entertainment District - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

Pour Company is hosting Keg, Cork & Fork Fest on Saturday, July 13 from 4 to 8 pm on Sixth Street between Deakin Avenue and Asbury Street. This event was previously hosted annually at the Latah County Fairgrounds under the moniker Artisan Grains Beer Fest. This is Pour Company's second event utilizing this section of Moscow's Entertainment District. The applicant is anticipating up to six beer vendors, four wine vendors, and three food trucks. Live music is scheduled to be a part of the festivities. In similar fashion to other approved Entertainment District events, alcohol is not permitted outside the approved event footprint, and a check-i.d. station will be utilized for the distribution of wristbands and event containers to participants 21 years of age or older. This event has been reviewed and approved as of May 23, 2024. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Keg, Cork & Fork is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration.

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on June 10, 2024 and recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of Keg, Cork & Fork for the duration of the event.

STAFF RECOMMENDATION

Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of Keg, Cork & Fork for the duration of the event.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2024 - Pour Co. Keg Cork and Fork_final

RESOLUTION NO. 2024-

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

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

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

WHEREAS, Pour Company LLC (hereinafter "the Event Sponsor") desires to have its sponsored event, Pour Co. Keg, Cork, & Fork Fest (hereinafter "the Permitted Event"), in The Entertainment District (see Attachment "A"); and

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

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and wine 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, and/or its affiliates, associations, contributors, supporters, participants, etc.;

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

SPECIFIC REGULATIONS ON THE SALE AND CONSUMPTION OF BEER AND WINE DURING POUR CO. KEG, CORK, & FORK FEST 2024:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 13th day of July, 2024, from 4:00 p.m. to 8:00 p.m.

Liability, Insurance and Safety:

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

Vendor:

1. There shall be no more than ten (10) licensed vendors selling beer and/or wine at the Permitted Event.
2. All beer and wine shall be sold only by a licensed vendor.

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

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendors will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division a finalized site map which shall be drawn to show the location, dimension of, and relative distance between the following within The Entertainment District: (a) the beer and wine sales area; and (b) the boundaries where the beer and wine shall be consumed. Said site design and any subsequent alterations shall be approved in writing by Moscow Deputy City Supervisor – Community Development or designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and wine sales and dispensing shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. The Event Sponsor shall include an identification checking station and its general location on Event Site Map.
4. No person shall be allowed to purchase beer and/or wine other than within the area designated for beer and wine sales and dispensing as shown on the map required by this Resolution and only persons with a designated wristband shall be allowed to purchase, possess, and consume beer and/or wine.
5. All beer and wine shall be dispensed in and consumed from the designated Event container. Such container shall be a readily identifiable container not more than twelve ounces (12 oz.) in size which shall not bear a logo for an alcoholic beverage.

6. Every occupant within The Entertainment District shall provide identification to law enforcement officers or City employees at any point in time or location when requested to do so.
7. No person under twenty-one (21) years of age shall be allowed to wear the designated wristband at any time during the Permitted Event.
8. A sign shall be prominently posted at or near the area designated for beer and wine sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.
9. Beer and wine shall be sold only within the designated area in The Entertainment District only between the hours of 4:00 p.m. and 8:00 p.m. local time on the 13th day of July, 2024, during the Permitted Event.
10. Beer and wine shall be consumed only within The Entertainment District between the hours of 4:00 p.m. and 8:00 p.m. local time on the 13th day of July, 2024, during the Permitted Event.
11. No person shall carry or consume any alcoholic beverage within The Entertainment District which is not purchased or dispensed from the licensed vendors at the Permitted Event. Consumption of alcohol outside of The Entertainment District, in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, shall be considered a violation of the City's open container ordinance.

Fee:

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

Failure To Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits in public rights-of-way 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

DRAFT

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

_____
Laurie M. Hopkins, City Clerk

DRAFT

Attachment "A"

Attachment "B"

City of Moscow Community Events Division

EVENT APPLICATION

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

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

The City reserves the right to request additional information reasonably necessary to make a fair determination as to issuance of a permit. Permits are issued on a first-come, first-served basis. According to Moscow City Code Title10, Chapter 17, Section 17-4, event applications for regular or recurring events must be submitted at least sixty (60) days and not more than one hundred eighty (180) days before the proposed date of the event. Event applications for single, non-recurring events must be submitted at least ten (10) days and not more than one hundred eighty (180) days before the proposed date of the event.

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

1. Name of Event: Pour Company Keg, Cork & Fork Fest
2. Event Date(s): July 13, 2024 from 4pm to 8pm
3. Event Location: 6th Street from Taco Time drive through entrance to Deakin Ave
4. Are you requesting a street closure for Event? Yes ◉ No ○

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

6th Street from Taco Time drive through entrance to Deakin Ave

5. Do you require parking restrictions for the Event? Yes ○ No ◉

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

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

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

We will provide trash cans for waste and recycling and remove. There are no public bins in this footprint.

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

Yes ● **(continue to Q.12)** No ○ **(skip to Q.14)**

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

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

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

Yes ● **(continue to Q.13)** No ○ **(skip to item B.)**

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

Yes ● **(see item A.)** No ○ **(skip to item B.)**

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

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

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

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

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

14. Are you planning on having a band or music? Yes ◉ No ◯

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

We will have a band with amplified speakers.

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

We are anticipating 500-1,000 people coming through the event during open to close. The only vehicles in the foot print will be food trucks.

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

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

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

No public facilities in this footprint.

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

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

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

The event will include up to 6 beer vendors and 4 wine vendors.

Tentative list of beer and wine vendors on map.

We will have 3 food trucks and a band.

20. Organization Sponsoring Event: Pour Company
21. Organization Address: 402 W 6th St, #102, Moscow, ID 83843
22. Organization Officers/Authorized Representatives: Stefan Yauchzee
23. Individual Responsible for Event Organization: Stefan Yauchzee
24. Individual's Address: 402 W 6th St, #102, Moscow, ID 83843
25. Individual's Day, Message, or Cell Phone Number: 208-596-1710
26. Individual's E-mail: info@pourcompanymoscow.com
27. City reserves the right to alter your route if the City determines the proposed route will require significant City services and/or severely limit transit opportunities in high traffic areas. Applicant understands and agrees that the City is reserving that right? If answers no, application may be denied. Yes ◉ No ○
28. **Submit a Site Map with this application.** Event Applications without a Site Map will not be processed. Details on a Site Map may include but are not limited to locations of desired street closures, walking routes, assembly points, start and finish points, locations of food and beverage vendors, stages, service areas, etc. A blank map of downtown Moscow is available on page 7.
29. **Residential Neighborhood Block Parties:** Provide Proof of Insurance (Requirement may be waived at Discretion of City)
30. **All other Event Types (except Public Assembly):** Provide Proof of Insurance (Required – Certificate of Insurance must include the City of Moscow as an Additional Insured and list $500,000 as the minimum amount of general liability or $1,000,000 if alcohol is included.)

City of Moscow Community Events Division

EVENT APPLICATION

HOLD HARMLESS AGREEMENT:

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

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

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

NAME: Stefan Yauchzee **DATE:** 5/7/2024

EVENT SPONSOR ELECTRONIC SIGNATURE:

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

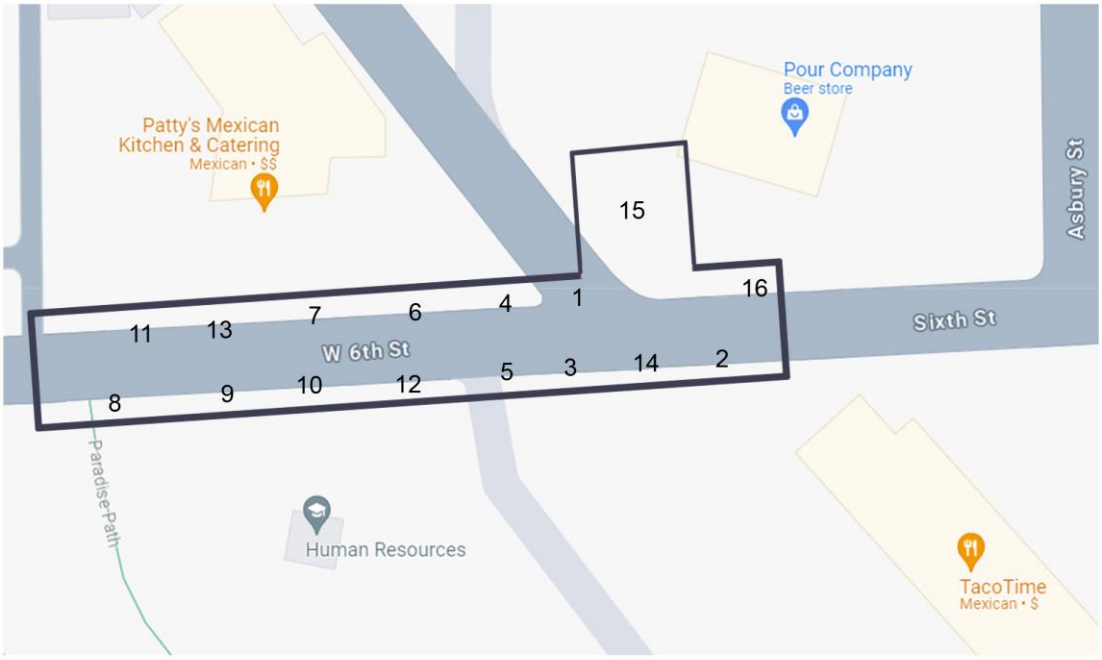
EVENT SPONSOR NON-ELECTRONIC SIGNATURE: _____

(Required only if printing and submitting in person)

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

FOR OFFICE USE ONLY

○ Community Event without alcohol	● Community Event with alcohol	○ Street Parade Event
○ Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)	○ Public Assembly – no fee (march, picket, rally, demonstration, etc.)	○ Residential Neighborhood Block Party Event
Date App Rec'd: 5/07/2024	Fees Due: _____	Fees Paid: _____



1. Pour Company (Pouring Ciders and Beer)
2. Moscow Alehouse
3. Pour Company (Pouring Uprise Beer)
4. Pour Company (Pouring Lumberbeard)
5. Pour Company (Pouring Terminal Gravity)
6. Hunga Dunga Brewing
7. Shattuck Brewing
8. Post Falls Brewing
9. Colters Creek Winery
10. Two Bad Labs Vineyard
11. Rivaura Winery

12. Foodtruck
13. Foodtruck
14. Foodtruck
15. Pietrain (Band)

16. Check-In/ID Check

12oz Glasses

Higher price point for collectable glass.
Lower price point for disposable/recyclable aluminum.

Wristbands with "Keg, Cork & Fork"

NOISE EXEMPTION PERMIT REQUEST

Moscow City Code 10-11-2

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

Requested Event Date(s): 7/13/2024 Begin time: 4pm End time: 8pm

Event Location: 6th Street from Taco Time drive through entrance to Deakin Ave

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

Alcoholic Beverages Available ☐ No ☒ Yes - Purchaser: _____
(Marking this box does not mean your request will be denied) (If hosted or catered, name of serving organization)

Live Band Performing ☐ No ☒ Yes - Group: Pietrain

Describe the event: Beer and wine street themed street fair with band.

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

Name of requesting person/Group/Organization: Pour Company

Person responsible for Group or Organization: Stefan Yauchzee

Requesting Person's Address: 402 W 6th St, #102, Moscow, ID 8384

Phone Number: 208-596-1710 Email Address: info@pourcompanymoscow.com
Daytime phone number is required *Permits will be returned by email unless otherwise requested*

Responsible person available **AT AND DURING** this event: Stefan Yauchzee

Cell- or contact-phone during event: 208-596-1710

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

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

Requesting Person's Signature: _____ Date: 5/7/2024

◉ APPROVED ○ DENIED

Date permit valid: July 13, 2024 Hours permit valid: 4 pm -8 pm

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

Other Conditions: _____

_____
Police Chief or Designee (208) 883-7054

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/17/2024

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

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

PRODUCER
Troy Insurance Agency Inc
1822 18th Ave
P.O. Box 796
Lewiston ID 83501

CONTACT NAME: Ashley Marvin
PHONE (A/C, No, Ext): (208) 743-3541 FAX (A/C, No): (208) 743-3542
E-MAIL ADDRESS: amarvin@troyins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acuity A Mutual Insurance Co	14184
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pour Company, LLC
402 W 6th St
#102
Moscow ID 83843

COVERAGES **CERTIFICATE NUMBER:** 24/25 LIAB COI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		ZQ0898	02/26/2024	02/26/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability	$ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ZQ0898	02/26/2024	02/26/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Moscow is Additional Insured with regards to the General Liability policy but only to the extent of liability assumed under written contract. Applicable endorsement included.

Event:
Keg, Cork & Fork
7/13/2024, 4-8pm
Sixth Street

CERTIFICATE HOLDER
City of Moscow
206 E 3rd Street
Moscow ID 83843

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

AUTHORIZED REPRESENTATIVE
Ashley Marvin

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Community Events Division Event Application Review

Pour Co. Keg, Cork & Fork Fest July 13, 2024 4 pm-8 pm

Event Name **Date(s)/Time(s)**

DEPARTMENT/DIVISION DESIGNEE **EVENT(S) APPROVED/DENIED**

Kathleen Dalfin

Moscow Police Department — Approve ● Deny

Officer presence required? Yes ● No N/A

Officers available? Yes No ● N/A

Dan Ellinwood
Dan Ellinwood (May 17, 2024 14:36 PDT)

Moscow Volunteer Fire Department — Approve ● Deny

David R. Schott
David R. Schott (May 17, 2024 14:58 PDT)

Parks and Recreation Department — Approve ● Deny

Kyle Rainer
Kyle Rainer (May 17, 2024 11:27 PDT)

Community Development-Engineering Division — Approve ● Deny

Ty Thompson (May 23, 2024 09:02 PDT)

Public Works-Environmental Services Division — Approve ● Deny

Steve Schulte
Steve Schulte (May 20, 2024 07:28 PDT)

Public Works-Streets Department — Approve ● Deny

Street closure required? Yes ● No N/A

ITD permit required? Yes* No ● N/A

*Application will remain pending until ITD grants applicant a permit

Time of street closure? 2:00 pm - 9:00 pm (Start, End)

Fees? $143.00 Daytime Nightime ●

Laura Perrigo (May 23, 2024 14:58 PDT)

City Clerk/Deputy City Clerk

City of Moscow Community Events Division

ALCOHOL USE APPLICATION

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

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

Timeline for requesting Alcohol Use:

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

Event Name: Pour Company Keg, Cork & Fork **Event Date(s):** 7/13/24

Event Location: Sixth Street from Taco Time Drive Through to Deakin Ave

Event Start time: 4pm **Event End time:** 8pm

Individual responsible per Event Application/Parks Reservation: Stefan Yauchzee

By signing this Alcohol Use application, applicant understands that their Event may not have alcohol unless approved by City Council, and that City Council has the right to deny Alcohol Use applications. Applicant also understands that the $100 fee is non-refundable regardless of the decision issued by City Council.

Signature of Individual responsible for Event ***Date*** 5/8/24

Date Received: 05/09/2024 Date non-refundable fee paid: 05/09/2024

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 17, 2024

AGENDA ITEM TITLE

MoscAuto Festival Alcohol Use Request in Entertainment District - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

Cody Riddle, Deputy City Supervisor - Community Development

DESCRIPTION

Northwest Wado-ryu LLC is hosting MoscAuto Festival on Sunday, July 14 from 9:30 am to 3:30 pm on Main Street between 3rd and 6th Streets, and portions of 4th and 5th Streets. This event, which is stylized as a classic car and motorcycle show, is a new event to the Entertainment District, with the applicant intending for the event to be hosted annually. The applicant is anticipating up to four licensed beer and/or wine vendors, three food trucks, and a variety of automobiles and vehicles. Live music is scheduled to be a part of the festivities in the form of a band or DJ. This event has been reviewed and approved as of June 3, 2024. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, MoscAuto Festival is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration.

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on June 10, 2024 and recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of MoscAuto Festival for the duration of the event.

STAFF RECOMMENDATION

Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of MoscAuto Festival for the duration of the event.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2024 - MoscAuto Fest_final

RESOLUTION NO. 2024-

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

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

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

WHEREAS, Northwest Wado-ryu LLC (hereinafter "the Event Sponsor") desires to have its sponsored event, MoscAuto Festival (hereinafter "the Permitted Event"), in The Entertainment District (see Attachment "A"); and

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

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and wine 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, and/or its affiliates, associations, contributors, supporters, participants, etc.;

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

SPECIFIC REGULATIONS ON THE SALE AND CONSUMPTION OF BEER AND WINE DURING MOSCAUTO FESTIVAL 2024:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 14th day of July, 2024, from 9:30 a.m. to 3:30 p.m.

Liability, Insurance and Safety:

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

Vendor:

1. There shall be no more than four (4) licensed vendors selling beer and/or wine at the Permitted Event.
2. All beer and wine shall be sold only by a licensed vendor.

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

Sales and Consumption:

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

6. Every occupant within The Entertainment District shall provide identification to law enforcement officers or City employees at any point in time or location when requested to do so.
7. No person under twenty-one (21) years of age shall be allowed to wear the designated wristband at any time during the Permitted Event.
8. A sign shall be prominently posted at or near the area designated for beer and wine sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.
9. Beer and wine shall be sold only within the designated area in The Entertainment District only between the hours of 9:30 a.m. and 3:30 p.m. local time on the 14th day of July, 2024, during the Permitted Event.
10. Beer and wine shall be consumed only within The Entertainment District between the hours of 9:30 a.m. and 3:30 p.m. local time on the 14th day of July, 2024, during the Permitted Event.
11. No person shall carry or consume any alcoholic beverage within The Entertainment District which is not purchased or dispensed from the licensed vendors at the Permitted Event. Consumption of alcohol outside of The Entertainment District, in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, shall be considered a violation of the City's open container ordinance.

Fee:

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

Failure To Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits in public rights-of-way 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

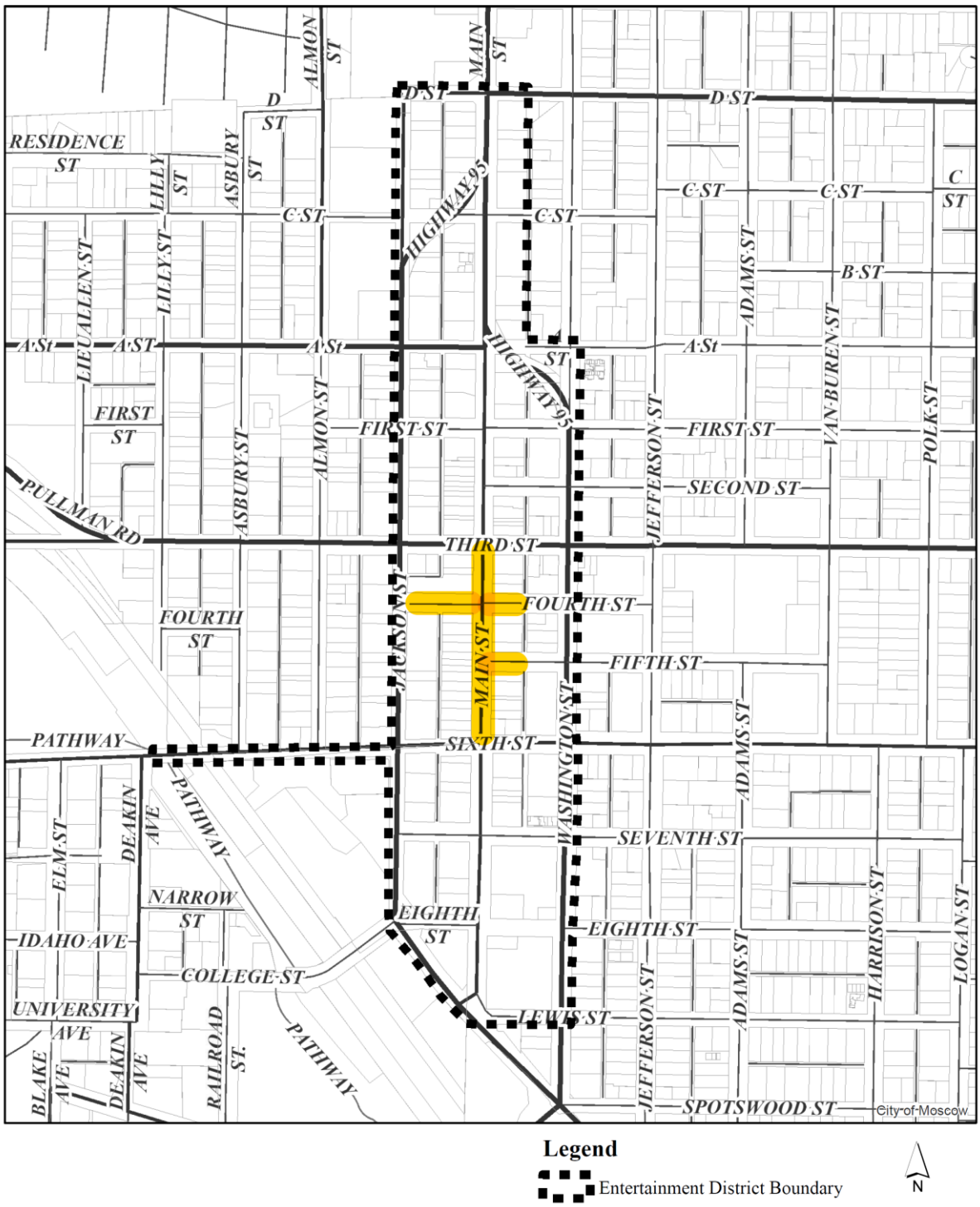
CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____ _____, 2024 and attest to the Mayor's signature.

_____
Laurie M. Hopkins, City Clerk

DRAFT

Attachment "A"

Exhibit 'A' - Entertainment District Boundary



Attachment "B"

City of Moscow Community Events Division

EVENT APPLICATION

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

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

The City reserves the right to request additional information reasonably necessary to make a fair determination as to issuance of a permit. Permits are issued on a first-come, first-served basis. According to Moscow City Code Title10, Chapter 17, Section 17-4, event applications for regular or recurring events must be submitted at least sixty (60) days and not more than one hundred eighty (180) days before the proposed date of the event. Event applications for single, non-recurring events must be submitted at least ten (10) days and not more than one hundred eighty (180) days before the proposed date of the event.

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

1. Name of Event: MoscAuto Festival
2. Event Date(s): 7/14/2024
3. Event Location: Downtown Entertainment district
4. Are you requesting a street closure for Event? Yes ◉ No ○

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

3rd - 6th Main street, and 4th & 5th to the alleyway

5. Do you require parking restrictions for the Event? Yes ◉ No ○

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

No parking on day of event

6. Street Closure set-up/Load-in time: 8:00 AM Event(s) Start time: 9:30 AM
7. Event(s) End time: 3:30 PM Street Closure take-down/Load-out time: 5:00 PM
8. Is this a recurring Event (i.e. every 1st Thurs. or every Sat. May thru Oct.)? Yes ○ No ◉
9. Is this an annual Event? Yes ◉ No ○
10. Are you planning on having refreshments and/or food? Yes ◉ No ○

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

We will load out all waste and recycling and take to the transfer station

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

Yes (●) **(continue to Q.12)** No ( ) **(skip to Q.14)**

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

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

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

Yes (●) **(continue to Q.13)** No ( ) **(skip to item B.)**

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

Yes (●) **(see item A.)** No ( ) **(skip to item B.)**

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

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

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

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

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

14. Are you planning on having a band or music? Yes ◉ No ◯

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

Possible live band or DJ

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

Attendance between 300 and 500 people. We will have cars and motorcycles from all eras, hopefully.

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

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

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

Public Restrooms, friendship square

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

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

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

20. Organization Sponsoring Event: Northwest Wado-ryu LLC
21. Organization Address: 407 S. Washington St.
22. Organization Officers/Authorized Representatives: Chris Schwartz, Dayna Barta, Fallon Evans
23. Individual Responsible for Event Organization: Dayna Barta
24. Individual's Address: 731 S. Blaine Street
25. Individual's Day, Message, or Cell Phone Number: 2083100580
26. Individual's E-mail: daynalb@yahoo.com
27. City reserves the right to alter your route if the City determines the proposed route will require significant City services and/or severely limit transit opportunities in high traffic areas. Applicant understands and agrees that the City is reserving that right? If answers no, application may be denied ◯ Yes ◉ No ☐
28. **Submit a Site Map with this application.** Event Applications without a Site Map will not be processed. Details on a Site Map may include but are not limited to locations of desired street closures, walking routes, assembly points, start and finish points, locations of food and beverage vendors, stages, service areas, etc. A blank map of downtown Moscow is available on page 7.
29. **Residential Neighborhood Block Parties:** Provide Proof of Insurance (Requirement may be waived at Discretion of City)
30. **All other Event Types (except Public Assembly):** Provide Proof of Insurance (Required – Certificate of Insurance must include the City of Moscow as an Additional Insured and list $500,000 as the minimum amount of general liability or $1,000,000 if alcohol is included.)

City of Moscow Community Events Division
EVENT APPLICATION

HOLD HARMLESS AGREEMENT:

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

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

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

NAME: Chris Schwartz **DATE:** 5/9/2024

EVENT SPONSOR ELECTRONIC SIGNATURE:

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

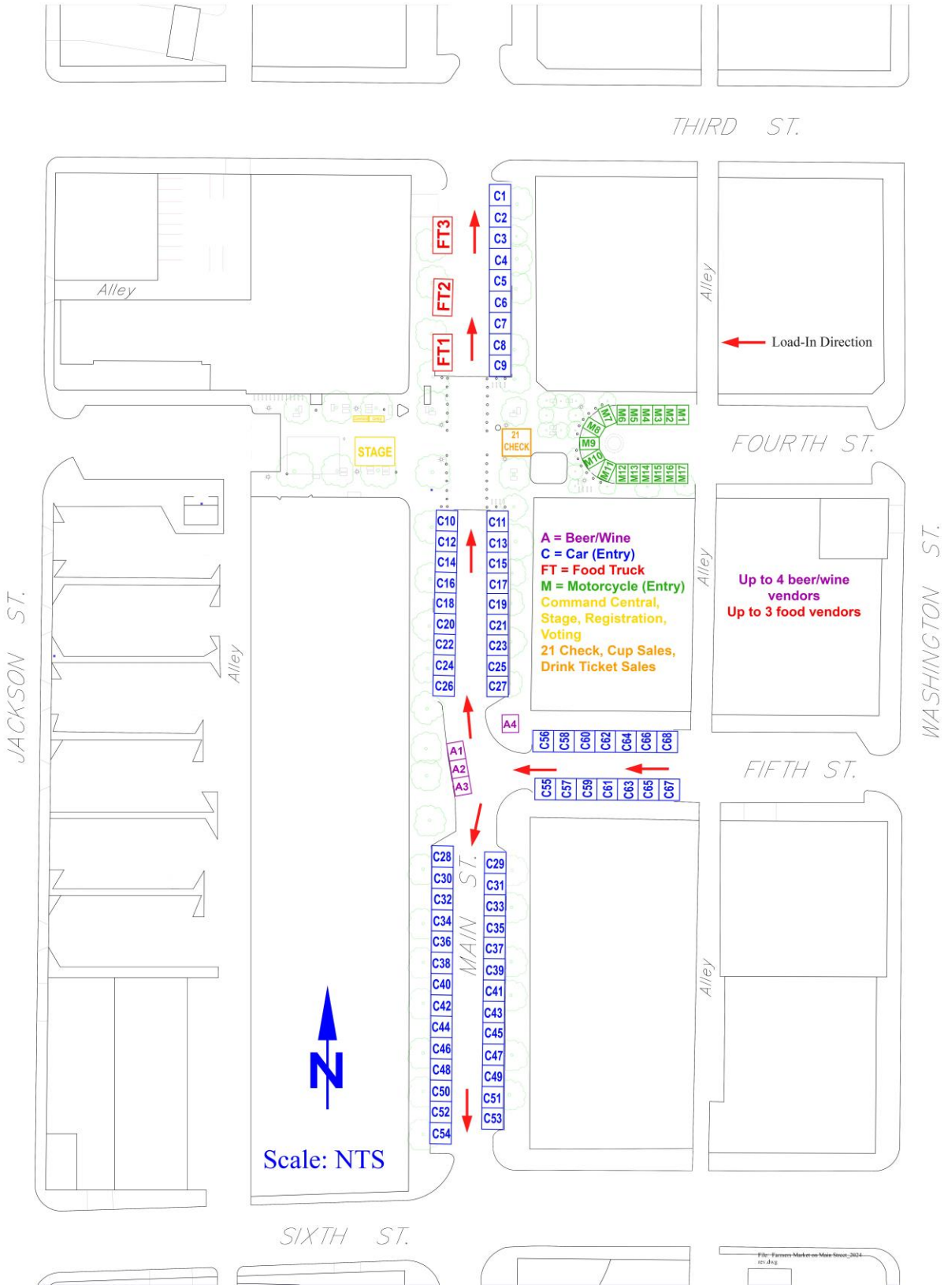
EVENT SPONSOR NON-ELECTRONIC SIGNATURE: _____
(Required only if printing and submitting in person)

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

FOR OFFICE USE ONLY

○ Community Event without alcohol	○ Community Event with alcohol	○ Street Parade Event
○ Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)	○ Public Assembly – no fee (march, picket, rally, demonstration, etc.)	○ Residential Neighborhood Block Party Event
Date App Rec'd: 5/10/2024	Fees Due: _____	Fees Paid: _____

MoscAuto Festival



Custom printing starts here
MoscAuto Festival

NOISE EXEMPTION PERMIT REQUEST

Moscow City Code 10-11-2

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

Requested Event Date(s): 7/14/2024 Begin time: 9:30 AM End time: 3:30 PM

Event Location: Downtown Entertainment District

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

Alcoholic Beverages Available ☐ No ☐ Yes - Purchaser: _____
(Marking this box does not mean your request will be denied) (If hosted or catered, name of serving organization)

Live Band Performing ☐ No ☐ Yes - Group: Uncertain at this time

Describe the event: Auto show

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

Name of requesting person/Group/Organization: Northwest Wado-ryu LLC

Person responsible for Group or Organization: Dayna Barta

Requesting Person's Address: 731 S. Blaine Street

Phone Number: 2083100580 Email Address: daynalb@yahoo.com
Daytime phone number is required *Permits will be returned by email unless otherwise requested*

Responsible person available **AT AND DURING** this event: Chris Schwartz

Cell- or contact-phone during event: 208-596-1118

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

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

Requesting Person's Signature: _____ Date: 5/9/2024

◉ APPROVED ○ DENIED

Date permit valid: July 14, 2024 Hours permit valid: 9:30 am - 3:30 pm

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

Other Conditions: _____

_____

Police Chief or Designee (208) 883-7054

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/17/2024

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

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

PRODUCER
Block Insurance
PO Box 623188
Oviedo FL 32762-3188

CONTACT NAME: Andrew Horner
PHONE (A/C, No, Ext): 4073654775 FAX (A/C, No):
E-MAIL ADDRESS: beth@blockins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Markel Insurance Company	38970
INSURER B : Markel Insurance Company	38970
INSURER C :	
INSURER D :	
INSURER E : Markel Insurance Company	38970
INSURER F :	

INSURED
Northwest Wado-Ryu LLC
1021 Juliene Way
Moscow ID 83843

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			RPG0000550154500	9/29/2023	9/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 5,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			MKA0000550239300	9/29/2023	9/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER [ ] E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
E	Commercial Package			RPG0000550154500	9/29/2023	9/29/2024	Occurrence Aggregate	100,000 200,000

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

CERTIFICATE HOLDER
City of Moscow
206 E Third Street
Moscow ID 83843

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

AUTHORIZED REPRESENTATIVE
Beth Block, NPN 620637

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

Community Events Division Event Application Review

MoscAuto Festival July 14, 2024 1:30 pm - 3:30 pm

Event Name **Date(s)/Time(s)**

DEPARTMENT/DIVISION DESIGNEE **EVENT(S) APPROVED/DENIED**

Moscow Police Department Approve ● Deny

Officer presence required? Yes ● No N/A

Officers available? Yes No ● N/A

Dan Ellinwood (May 24, 2024 11:28 PDT)

Moscow Volunteer Fire Department Approve ● Deny

David R. Schott (May 24, 2024 11:13 PDT)

Parks and Recreation Department Approve ● Deny

Kyle Rainer (May 24, 2024 11:00 PDT)

Community Development-Engineering Division Approve ● Deny

Public Works-Environmental Services Division Approve ● Deny

Steve Schulte (May 24, 2024 13:54 PDT)

Public Works-Streets Department Approve ● Deny

Street closure required? Yes ● No N/A

ITD permit required? Yes* No ● N/A

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

Time of street closure? 8 am - 5 pm Start End

Fees? $104.00 Daytime ● Nightime

Laura Perrigo (May 29, 2024 11:15 PDT)

City Clerk/Deputy City Clerk

City of Moscow Community Events Division

ALCOHOL USE APPLICATION

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

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

Timeline for requesting Alcohol Use:

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

Event Name: MoscAuto Festival **Event Date(s):** 07/14/2024

Event Location: Downtown Entertainment District, Main Street 3rd - 6th street, and 4th and 5th from main to the alley

Event Start time: 9:00 AM **Event End time:** 4:30 PM

Individual responsible per Event Application/Parks Reservation: Chris Schwartz

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*** 6/5/24

Date Received: 6/5/24 Date non-refundable fee paid: 6/5/24

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 17, 2024

AGENDA ITEM TITLE

Indian Hills II Apartments Development Agreement - Todd Drage

RESPONSIBLE STAFF

Todd Drage, Civil Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

Blum Enterprises - 4 LLC. is in the process of the development of a 10.5 acre parcel at the northwest corner of the intersection of Palouse River Drive and Mountan View Road. The Project will develop the parcel into 15 separate apartment buildings which collectively total 240 individual 1, 2, and 3 bedroom units. The Project includes the installation of public utilities to serve the development and half-width frontage improvements along Palouse River Drive and Mountain View Road. For the project, a development agreement is necessary to address construction of public improvements, project warranty, securities, and as-constructed drawings. The agreement included in the packet covers these items.

REVIEWED BY

This item was reviewed by the Public Works/Finance Committee on June 10, 2024 and was recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the Development Agreement with Blum Enterprises - 4 LLC. Inc.

STAFF RECOMMENDATION

Approve the Development Agreement with Blum Enterprises - 4 LLC. Inc.

OTHER RESOURCES

n/a

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Development Agreement_with City Participation_Indian Hills II_final with attachment

DEVELOPMENT AGREEMENT
BETWEEN BLUM ENTERPRISES - 4 LLC
AND CITY OF MOSCOW, IDAHO

THIS DEVELOPMENT AGREEMENT is entered into this _____ day of _____, 2024, by and between Blum Enterprises - 4 LLC, whose address is 3831 Highway 8, Troy, Idaho, 83871 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

W I T N E S S E T H:

WHEREAS, DEVELOPER desires to develop property located within the City of Moscow, Idaho; and

WHEREAS, DEVELOPER understands that public improvements required herein are standards required pursuant to Moscow City Code Title 5, Chapter 1 and are authorized by Idaho Code Sections 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that, without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the subdivision on the ability of CITY to deliver services, without compromising quality of such service delivery to current City residents, or without imposing substantial additional costs upon current City residents to accommodate the proposed subdivision; and

WHEREAS, DEVELOPER desires to complete a project known as the Indian Hills II Apartments (hereinafter "Project") that entails the construction of several multifamily buildings and associated ancillary facilities and is requesting that the development and associated public improvements be completed in three (3) separate phases as depicted on Attachment "A", attached hereto and incorporated herein by this reference; and

WHEREAS, CITY desires to ensure that the public improvements described in Section II of this Agreement are constructed; and

WHEREAS, CITY wishes for the water mains DEVELOPER is required to construct in the streets adjacent to the Project be upsized from 12" to 16" to serve current and anticipated future needs associated with water system growth per the CITY Comprehensive Water System Plan and ongoing water system modeling, which recommends 16"; and

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to the Moscow City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this Agreement; and

WHEREAS, DEVELOPER enters into this Agreement of DEVELOPER's own free will and accord, without coercion, without inducement, and at DEVELOPER's request; and

WHEREAS, DEVELOPER has read this Agreement, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this Agreement and prior to signing it;

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

I. PROPERTY AFFECTED.

This Agreement affects property to be known as:

LAND DESCRIPTION

A. A Parcel of land, located in the SE¼, SE¼ of Section 17, T.39N., R.5W., Boise Meridian, Latah County, Moscow, Idaho, more particularly described as follows:

Commencing at the SE Corner of Section 17 located at the intersection of Palouse River Drive and Mountain View Road; thence continuing along the South Line of said Section 17 N88°28'12"W 1004.90 feet; thence N0°56'00"E 25.00 feet to a point on the northerly right-of-way line of said Palouse River Drive; thence continuing along said right-of-way line S88°28'12"E 150.00 feet to a point and the TRUE POINT OF BEGINNING for this description.

thence on a line parallel to Mountain View Road N0°56'00"E 534.34 feet to a point on the southerly right-of-way line of Indian Hills Drive;

thence continuing along said right-of-way line N86°22'38"E 95.90 feet to a Point of Curvature;

thence continuing along said right-of-way line 114.74 feet which is a curve to the right having a radius of 1470.00 feet, a central angle of 4°28'19", and chord length of 114.71 feet bearing N88°36'47"E;

thence continuing along said right-of-way line S89°09'03"E 614.64 feet to a point on the westerly right-of-way line of Mountain View Road;

thence continuing along said right -of-way line S0°56'00"W 556.10 feet to a point on the northerly right-of-way line of said Palouse River Drive;

thence continuing along said right-of-way line N88°28'12"W 824.90 feet to the TRUE POINT OF BEGINNING for this description.

Said Parcel contains 10.42 Acres, more or less.

B. Portions of Mountain View Road and Palouse River Drive which are adjacent to the Project.

II. PUBLIC IMPROVEMENTS.

DEVELOPER agrees to install, at DEVELOPER's expense, within the subdivision, public improvements and appurtenances required by Moscow City Code Title 5, Chapter 1, Sections 1-4 and 1-5, including, but not limited to:

A. Water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in accordance with CITY Standard Construction Specifications and Standard Construction Drawings duly adopted by Resolution 2021-07 of the City Council (hereinafter "CITY Standards"), and as may be amended and in accordance with approved engineering plans; and

B. Improvements to half of the right-of-way to Mountain View Road and Palouse River Drive along the frontage of the affected property. Improvements include road widening and frontage improvements per the City of Moscow Minor Arterial Standard in accordance with CITY Standards and in accordance with approved engineering plans; and

C. To mitigate the traffic capacity and level of service impacts from increased traffic the Project is anticipated to generate, DEVELOPER shall pay a proportionate share fee per the Project's traffic impact study (TIS) recommendation. The Project's TIS recommended a proportionate share fee of Sixty-Eight Thousand Four Hundred Sixty-Four Dollars ($68,464). Payment from DEVELOPER to CITY to cover the required proportionate share fee shall be made by way of a right-of-way dedication valued at Three Thousand Four Hundred Sixty-Four Dollars ($3,464) and a Sixty-Five Thousand Dollars ($65,000) payment. CITY agrees that DEVELOPER's $65,000 payment shall only be used in the event that CITY is required to pay for a traffic light improvement at the intersection of Mountain View Road and State highway 8. If CITY is not required to pay for a traffic light improvement or if the improvement has not been constructed within ten (10) years from the date of execution of this Agreement, CITY agrees to return DEVELOPER's $65,000 proportionate share fee; and

D. DEVELOPER agrees to upsize the water mains in Mountain View Road and Palouse River Driver from twelve-inch (12") diameter water mains that DEVELOPER is required to construct per paragraph A of this Section, to sixteen-inch (16") diameter water mains as requested by CITY, at DEVELOPER's expense; and

E. CITY agrees to reimburse the cost of upsizing the water mains in Mountain View Road and Palouse River Drive as shown on Attachment "A", as follows:

1. CITY shall reimburse one hundred percent (100%) of the costs of upsizing the water mains in Mountain View Road and Palouse River Drive, which shall not exceed a total amount of Forty-Two Thousand, Two Hundred Dollars ($42,200) per the approved Indian Hills II Apartments Civil Construction Plan, unless otherwise approved by CITY in writing.

2. Subject to the amounts and limitation contained in paragraph 1 of this Section, CITY's contribution will only be utilized to reimburse DEVELOPER for the increase in price in upsizing from twelve-inch (12") diameter water mains that DEVELOPER is required to construct per paragraph A of this Section, to sixteen-inch (16") diameter water mains as requested by CITY. Construction of the water mains shall include, but not be limited to, the procurement and construction of the water mains, including pipe, fittings, valves, hydrants, thrust blocks, testing, and all materials and construction that are ancillary to the construction of the water mains including, but not limited to, excavation, backfill, paving, material testing, and traffic control.

3. CITY's contribution for the costs of upsizing the water mains in Mountain View Road and Palouse River Drive shall not be disbursed until completion of the public improvements and acceptance of said improvements by CITY.

III. TERM.

This Agreement shall remain in full force and effect in accordance with all of its terms and conditions as follows:

A. Until all public improvements have been completed, dedicated and accepted by CITY; and

B. Until the warranty period for public improvements has expired; and

C. Until all development fees, as required and assessed by CITY, have been paid in full; and

D. Until a traffic light has been constructed at the intersection of State Highway 8 and Mountain View Road or 10 years after the execution of this Agreement and DEVELOPER's $65,000 proportionate share fee has been refunded.

IV. CITY'S COVENANT.

CITY shall issue building permits to DEVELOPER's property only after the following have occurred:

A. Payment of all applicable developmental fees required and assessed by CITY; and

B. CITY has determined that the construction of all required public improvements is complete <u>or</u> after adequate security, as described in Moscow City Code Title 5, Chapter 1, Section 5-1-10 and as described in Sections VI, VII and VIII herein, has

been provided to ensure construction and warranty repairs of the required public improvements; and

C. Compliance with applicable CITY permit issuance requirements.

V. DEVELOPER'S COVENANT.

A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY Standards, during and under the terms of this Agreement; and

B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the CITY Engineer prior to beginning any public improvements' construction; and

C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twelve (12) months from the date of the issuance of the first building permit in the development; and

D. If DEVELOPER fails to complete installation of the required public improvements within twelve (12) months from the date of the issuance of the first building permit, to CITY Standards and as per the approved plans, CITY shall revoke occupancy of the entire development and shall revoke any applicable permit issued to DEVELOPER by CITY; and

E. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, legal description(s), exhibits and dedication documents for all public improvements and rights-of-way to be dedicated to CITY. Dedication documents shall be prepared by an Idaho Licensed Professional Land Surveyor and shall be approved by the CITY Engineer and recorded with the Latah County Recorder's office prior to the beginning of the one-year warranty period as described in Section VIII of this Agreement; and

F. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, a Traffic Impact Study (TIS) in accordance with the Moscow Traffic Impact Study Requirements.

VI. SECURITY FOR IMPROVEMENTS.

In lieu of DEVELOPER's construction and installation of all public improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Title 5, Chapter 1, Section 5-1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's development. If DEVELOPER fails to complete installation of the public improvements as required by CITY within twelve (12) months from the date of the issuance of the first building permit in the development, CITY may utilize the security and cause the public improvements to

be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement. Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY.

DEVELOPER agrees to provide security for the public improvements in an amount to be determined by the CITY Engineer. This security shall be in the form of cash, construction bond, irrevocable letter of credit from a certified bank or financial institution, or such other form of security acceptable to CITY. Such security shall be provided to CITY prior to the issuance of building permits by CITY. The security must be effective for a minimum period of one (1) year from the date of the issuance of the first building permit in the development. If this security is in the form of an irrevocable letter of credit or bond, the secured public improvements shall be constructed at least ninety (90) days prior to the expiration date of the security. If the public improvements identified and described in Section II are not completed within twelve (12) months from the issuance of the first building permit in the development, CITY may claim the security and complete said public improvements using the security. The amount of the security may, from time to time, be modified as deemed appropriate by the CITY Engineer as conditions warrant.

If for any reason the security for such public improvements is withdrawn by DEVELOPER or the security or financial institution, or the value or terms thereof is compromised in any way, CITY shall immediately cease issuing building permits and shall revoke any building permits and/or occupancy permits issued pursuant to the terms contained herein, and further, DEVELOPER shall hold CITY harmless for any and all causes of action or damages alleged to have been sustained because of the revocation of such building permits. If any building permits and/or occupancy permits are revoked pursuant to this Section, such building permits and/or occupancy permits shall be re-issued upon receipt by CITY of new or additional security as required herein.

VIII. WARRANTY.

A. All required public improvements, once constructed, dedicated and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).

B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.

C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the CITY Engineer, shall be furnished to CITY by DEVELOPER. This warranty Security shall be held by CITY,

or shall name CITY as a holder of the warranty Security or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.

D. If DEVELOPER fails to correct any deficiency within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiency.

E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION.

No parkland dedication is being required as part of this Development

X. PHASING.

Pursuant to the approval of the Moscow City Council, DEVELOPER may develop the real property described herein in the following three (3) Phases:

1. Phase I – Completion of the public improvements described in Section II.B and II.C of this Agreement. Additionally, all public improvements and appurtenances shown as Phase I on the Phasing Plan included as Attachment "A" and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II. A of this Agreement.

2. Phase II – Completion of the public improvements described in Section II.C and II.D of this Agreement. Additionally, all public improvements and appurtenances shown as Phase II on the Phasing Plan included as Attachment "A" and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II. A of this Agreement.

3. Phase III - Completion of the public improvements described in Section II.C of this Agreement. Additionally, all public improvements and appurtenances shown as Phase III on the Phasing Plan included as Attachment "A" and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II. A of this Agreement.

No building permit shall be issued for any phase of this development until after all public improvements, related to each preceding phase of this development, are completed, installed, and accepted by CITY in accordance with this Agreement.

All proposed phasing of this development has been submitted and approved of prior to the execution of this Agreement and shall not be modified unless agreed in writing and specifically approved by the City Council. Separate construction plans and specifications shall be prepared and shall be submitted for each Phase of this subdivision.

XI. AS-CONSTRUCTED DRAWINGS.

DEVELOPER agrees to furnish, prior to acceptance by CITY of the public improvements as required herein, one (1) set of complete, mylar and AutoCAD, final as-constructed drawings for the public improvements described herein

XII. FAILURE TO COMPLY.

DEVELOPER agrees to pay all expenses incurred by CITY in enforcing this Agreement.

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

This Agreement shall be binding upon the heirs, executors, administrators, and assignees of the Parties, and subsequent purchasers of and/or within the property described herein.

XIV. OCCUPANCY.

DEVELOPER agrees that no person shall be allowed to occupy any part of the development for any purpose until the described public improvements are completed and accepted by CITY for maintenance or as otherwise provided for by a subsequent development agreement between the Parties.

XV. INDEMNIFICATION AND INSURANCE

A. DEVELOPER agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgements for damages, or any injuries or damages received or sustained by any person, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and any performances, activities, errors or omissions by DEVELOPER, DEVELOPER's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

B. DEVELOPER shall not commence work until it has provided evidence satisfactory to CITY that it has secured all insurance required under this Section. Each policy and certificate of insurance shall list CITY as an additional insured and shall have a provision on the policy that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to CITY and not less than fifteen (15) days prior to such action. In the event DEVELOPER fails to provide or maintain all required insurance, CITY may, in its sole discretion, obtain such insurance and deduct the amount therefor from the total

compensation. DEVELOPER shall, at its sole cost and expense, secure and maintain in force, during the term of this Agreement, the following insurance:

1. Worker's compensation and employer's liability insurance as required by the State of Idaho;

2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with one million dollars ($1,000,000) combined single limits;

3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of DEVELOPER or of any of its employees, agents, or subcontractors, with one million dollars ($1,000,000) per occurrence and two million ($2,000,000) in the aggregate; and

4. DEVELOPER shall procure and maintain professional liability insurance covering liability for negligent acts, errors or omissions in providing or failing to provide professional services, with a minimum coverage limit of one million dollars ($1,000,000). Coverage shall be in force during the term of this Agreement and for a period of at least twelve (12) months thereafter.

XVI. JURISDICTION, VENUE AND ATTORNEY FEES.

This Agreement shall be construed under and governed by the laws of the State of Idaho. The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

XVII. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY.

This Agreement and the attachments hereto contain the entire agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties. DEVELOPER may not subcontract or assign its rights or duties arising hereunder, other than as provided herein, without the prior written consent and express authorization of CITY.

DRAFT

XVIII. NO JOINT VENTURE, NO EMPLOYEE-EMPLOYER OR AGENCY RELATIONSHIP.

Nothing contained in this Agreement shall be in any way construed as creating, expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement. The Parties warrant by their signatures that no employer-employee or agency relationship is established between DEVELOPER and CITY by the terms of this Agreement.

XIX. COMPLIANCE WITH LAWS.

All applicable Federal, State and Local statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. No pleas of misunderstanding or ignorance on the part of DEVELOPER will, in any way, serve to modify the provisions of this requirement. DEVELOPER and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by DEVELOPER, DEVELOPER's employees, or its subcontractors.

A. Pursuant to Idaho Code § 67-2359, DEVELOPER 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.

B. DEVELOPER certifies it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with Idaho Code § 67-2346 will result in this Agreement being void as against public policy.

C. Pursuant to Idaho Code Title 18 Chapter 87, DEVELOPER 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.

D. Pursuant to Idaho Code § 67-2347A, DEVELOPER certifies that it is not engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company 1) engages in or supports the exploration, production, utilization, transportation, sale or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear power, or agriculture or 2) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302 (2)(d).

E. Pursuant to Idaho Code § 44-1001, DEVELOPER certifies that it employs ninety-five percent (95%) bona fide Idaho residents as employees for the completion of the terms required in this Agreement.

XX. NON-APPROPRIATIONS.

CITY's obligation to reimburse DEVELOPER for upsizing the water mains is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligation under this Agreement shall cease.

XXI. COVENANTS TO RUN WITH LAND.

This Agreement shall run with the land affected hereby, as shall all covenants contained herein, and shall be to the benefit of CITY, its successors and assigns. This Agreement shall be recorded with the Latah County Recorder.

XXII. NOTICES.

Any notice required or called for by this Agreement shall be deemed served upon the Party to whom it is sent when delivered by certified United States mail to the following addresses:

DEVELOPER:	CITY:
Blum Enterprises - 4 LLC 3831 Highway 8 Troy, ID 83871 (509) 336-0176	City of Moscow, Idaho City Engineer P O Box 9203 Moscow, ID 83843 (208) 883-7022

XXIII. UNDERSTANDING.

DEVELOPER has read and understands this Agreement and agrees with the contents and conditions thereof. DEVELOPER 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. Specifically, DEVELOPER has had the opportunity to avail itself of legal counsel and of other counsel before entering into this Agreement and before signing it, and hereby enters into this Agreement knowingly, voluntarily, willingly, and without inducement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

I, Stacy A. Blum, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent bind Blum Enterprises - 4 LLC to this Agreement.

DEVELOPER:

Blum Enterprises - 4 LLC

_____

Stacy A. Blum, Registered Agent

CITY:

City of Moscow, Idaho

_____

Arthur D. Bettge, Mayor

ATTEST:

_____

Laurie M. Hopkins, City Clerk

STATE OF_____)
) ss:
COUNTY OF_____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary in and for said State, personally appeared Stacy A. Blum, known to me to be the Authorized Registered Agent of Blum Enterprises - 4 LLC, owner of the affected property.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein above written.

_____

NOTARY PUBLIC_____

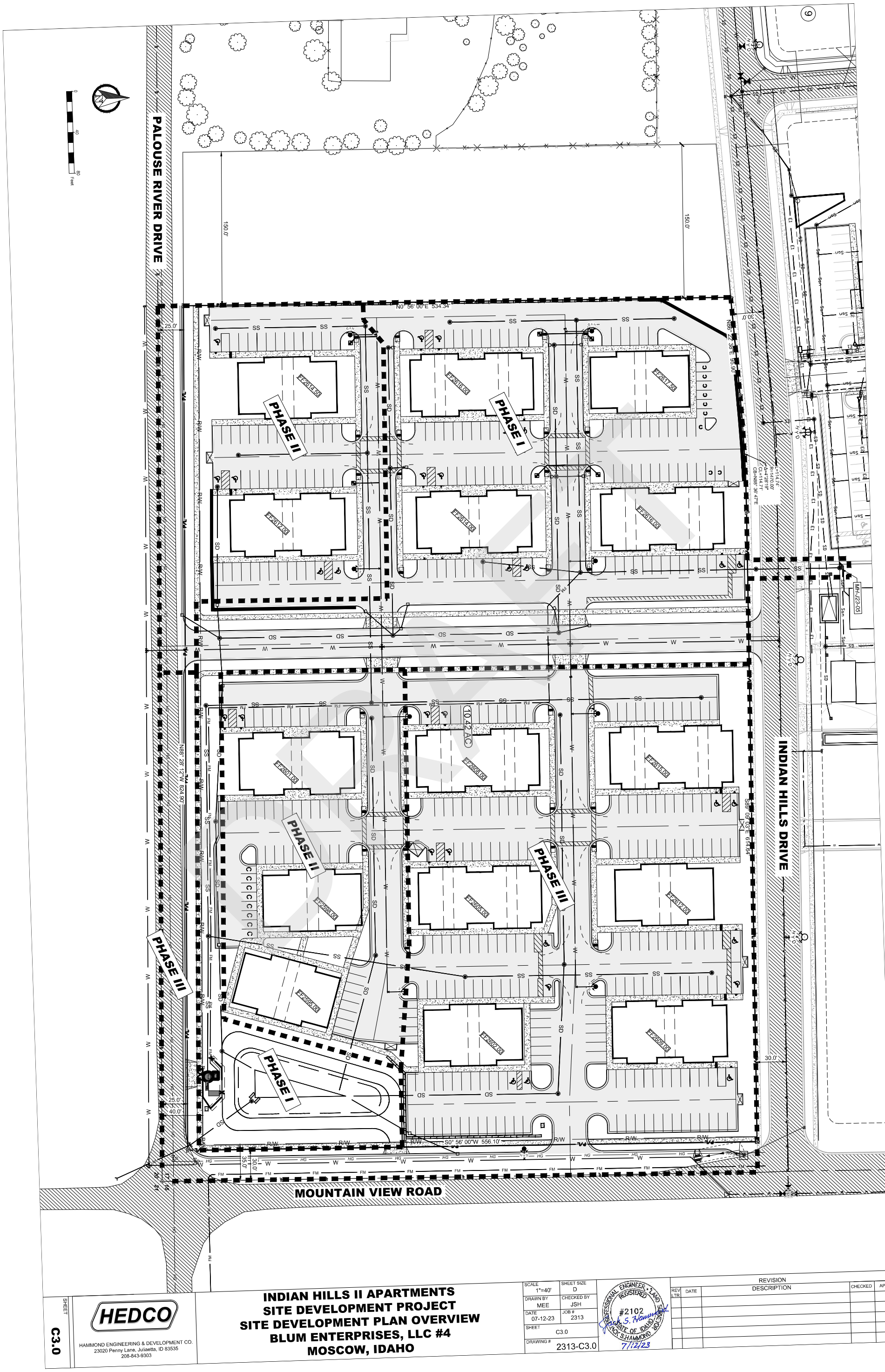
(seal)

Residing at_____

My Commission _____

DRAFT

Attachment "A"



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 17, 2024

AGENDA ITEM TITLE

Indian Hills II Apartments Right-of-Way Dedication - Todd Drage

RESPONSIBLE STAFF

Todd Drage, Civil Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Indian Hills II Apartment Project consists of the development of a 10.5 acre parcel at the northwest corner of the intersection of Palouse River Drive and Mountan View Road. The Project will develop the parcel into 15 separate apartment buildings which collectively total 240 individual 1, 2, and 3 bedroom units. Additionally, the Project will complete half-width frontage improvements to include asphalt pavement widening (which include a 5' bike lane), curb and gutter, greenstrip, and a 6' wide sidewalk along approximately 800 linear feet of Palouse River Drive and, 560 linear feet of Mountain View Road. Per the City's Thoroughfare Plan, both Palouse River Drive and Mountan View Road are designated as minor arterials which, per City Standard Drawing 1f, require a half road right-of-way width of 45 feet. Currently, neither road's half width ROW totals 45 feet. As a result, the dedication of additional ROW for the portions of the Project adjacent to both streets is necessary. The Deed of Dedication to do so, which includes a record of the survey, has been included in this packet.

REVIEWED BY

This item was reviewed by the Public Works/Finance Committee on June 10, 2024 and was recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the Deed of Dedication.

STAFF RECOMMENDATION

Approve the Deed of Dedication.

OTHER RESOURCES

n/a

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Deed of Dedication -Indian Hills II Apts - final with attachment

After Recording Return to:
City of Moscow City Clerk
PO Box 9203
Moscow, ID 83843

Space above this line for Recorder's use only

DEED OF DEDICATION

THIS DEED OF DEDICATION is made this ____ day of _____, 2024 by Blum Enterprises – 4 LLC, a company, 3831 Highway 8, Troy, Idaho, 83871 (hereinafter "GRANTOR") for value received, to City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "GRANTEE").

GRANTOR, for value received, does hereby convey and dedicate unto GRANTEE, for rights-of-way such as public streets, public utilities, and customary related public uses, the following described real property situated in the County of Latah, State of Idaho, attached as Exhibit "A" and incorporated herein by this reference, to-wit:

A Tract of land, located in the SE$^1/_4$, SE$^1/_4$ of Section 17, T.39N., R.5W., Boise Meridian, Latah County, Moscow, Idaho, more particularly described as follows:

Commencing at the SE Corner of Section 17 located at the intersection of Palouse River Drive and Mountain View Road; thence continuing along the South Line of said Section 17 N88°28'12"W 30.00 feet; thence N0°56'00"E 25.00 feet to the right-of-way line intersection of said Palouse River Drive and said Mountain View Road, also being the TRUE POINT OF BEGINNING for this description.

thence continuing along said right-of-way line N88°28'12"W 824.90 feet;

thence N0°56'00"E 20.00 feet;

thence continuing parallel to said Palouse River Drive Centerline S88°28'12"E 784.90 feet;

thence N46°13'54"E 35.17 feet;

thence continuing parallel to said Mountain View Road Centerline N0°56'00"E 510.92 feet to a point on the southerly Right-of-way line of Indian Hills Drive;

thence continuing along said southerly Right-of-way line S89°09'03"E 15.00 feet to a point on the westerly Right-of-way line of said Mountain View Road;

thence continuing along said westerly Right-of-way line S0°56'00"W 556.10 feet to the TRUE POINT OF BEGINNING for this description.

Said Right-of-way Dedication contains 0.57 Acres, more or less.

Pursuant to Idaho Code § 50-1313, the City Council accepted and confirmed this Deed of Dedication on the ____ day of _____, 2024.

IN WITNESS THEREOF, GRANTOR and GRANTEE have hereunto set their hand and seal this _____ day of _____, 2024.

GRANTOR:

Blum Enterprises – 4 LLC

_____
Stacy A. Blum
Registered Agent,
Blum Enterprises – 4 LLC

GRANTEE:

City of Moscow, Idaho

_____
Arthur D. Bettge, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2024 before me, a Notary Public in and for said State, appeared Stacy A. Blum, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative of Blum Enterprises – 4 LLC.

_____
Notary Public for the State of Idaho
Residing at_____
My commission expires_____

EXHIBIT "A"

HEDCO, Inc.

23020 Penny Lane
Juliaetta, ID 83535
(208) 843-9303 Office

May 20, 2024

Palouse River Drive & Mountain View Road Public Utility Easement Dedication

A Tract of land, located in the SE¼, SE¼ of Section 17, T.39N., R.5W., Boise Meridian, Latah County, Moscow, Idaho, more particularly described as follows:

Commencing at the SE Corner of Section 17 located at the intersection of Palouse River Drive and Mountain View Road; thence continuing along the South Line of said Section 17 N88°28'12"W 30.00 feet; thence N0°56'00"E 25.00 feet to the right-of-way line intersection of said Palouse River Drive and said Mountain View Road; thence continuing along said right-of-way line N88°28'12"W 824.90 feet; thence N0°56'00"E 20.00 feet to the TRUE POINT OF BEGINNING for this description.

thence continuing parallel to said Palouse River Drive Centerline S88°28'12"E 784.90 feet;

thence N46°13'54"E 35.17 feet;

thence continuing parallel to said Mountain View Road Centerline N0°56'00"E 510.92 to a point on the southerly Right-of-way line of Indian Hills Drive;

thence continuing along said southerly Right-of-way line N89°09'03"W 8.00 feet;

thence continuing parallel to said Mountain View Road Centerline S0°56'00"W 507.57 feet;

thence S46°13'54"W 28.49 feet;

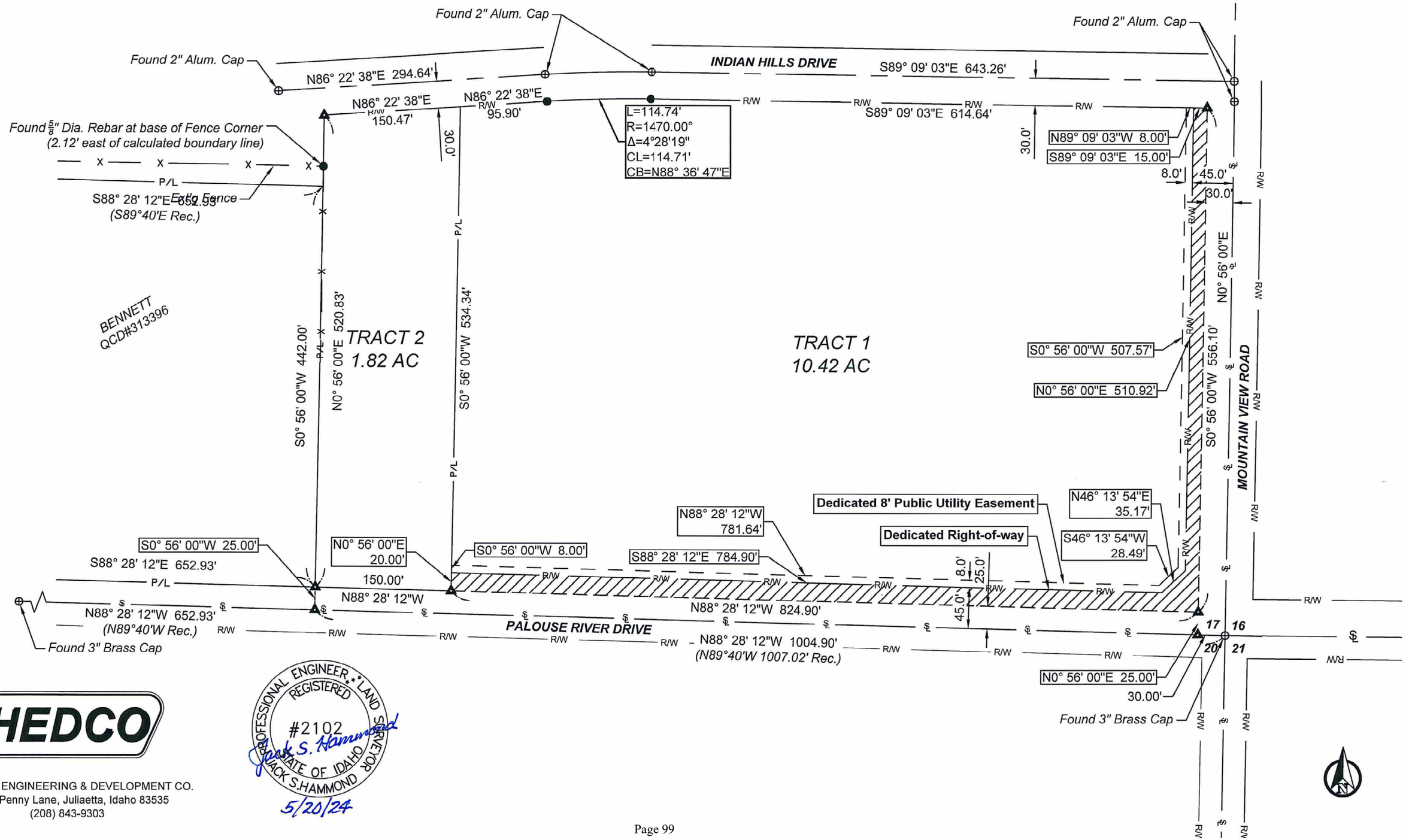
thence continuing parallel to said Palouse River Drive Centerline N88°28'12"W 781.64 feet;

thence S0°56'00"W 8.00 feet the TRUE POINT OF BEGINNING for this description.

Said Easement Dedication contains 0.24 Acres, more or less.

PROFESSIONAL ENGINEER REGISTERED LAND SURVEYOR
#2102
Jack S. Hammond
STATE OF IDAHO
JACK S. HAMMOND
5/20/24

EXHIBIT A



HEDCO

HAMMOND ENGINEERING & DEVELOPMENT CO.
23020 Penny Lane, Juliaetta, Idaho 83535
(208) 843-9303

PROFESSIONAL ENGINEER ** LAND SURVEYOR
REGISTERED
#2102
STATE OF IDAHO
JACK S. HAMMOND

Jack S. Hammond
5/20/24

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 17, 2024

AGENDA ITEM TITLE

Conestoga Street Extension Right-of-Way Dedication - Todd Drage

RESPONSIBLE STAFF

Todd Drage, Civil Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

During the development of the Edington 1st Addition Subdivision, Conestoga Street was extended through City Park Property from its intersection with Palouse River Drive south to the subdivision. Conestoga was extended as a 70-foot wide collector street per the City's Thoroughfare Plan to accommodate public travel and other secondary street purposes such as the extension of utilities. The City participated financially in the roadway and bridge construction that provided vehicular access to the City's park property per the memorandum of agreement between BBC LLC and the City approved by the City Council in 2021. As the subdivision nears completion, it is necessary to transfer the ownership from the City as park property to the City as public right-of-way. The Deed of Dedication to do so, which includes a record of the survey, has been included in this packet. This item was reviewed by the Public Works/Finance Committee on June 10, 2024 and was recommended for approval.

REVIEWED BY

Public Works / Finance Committee

PROPOSED ACTIONS

ACTION: Approve the Deed of Dedication.

STAFF RECOMMENDATION

Approve the Deed of Dedication.

OTHER RESOURCES

n/a

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Deed of Dedication - City of Moscow -Conestoga Extension_final with attachment

After Recording Return to:
City of Moscow City Clerk
PO Box 9203
Moscow, ID 83843

Space above this line for Recorder's use only

DEED OF DEDICATION

THIS DEED OF DEDICATION is made this ____ day of _____, 2024 by the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street Moscow Idaho, 83843 (hereinafter "CITY"). CITY wishes to dedicate a portion of CITY property for rights-of-way such as public streets, public utilities, and customary related public uses, on the following described real property situated in the County of Latah, State of Idaho, shown on the legal description and record of survey, attached hereto as Exhibit "A" and incorporated herein by this reference, to-wit:

A PORTION OF THAT PARCEL OF LAND DESCRIBED IN WARRANTY DEED INSTRUMENT NUMBER 470531, RECORDS OF LATAH COUNTY, SITUATE IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF MOSCOW, LATAH COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 70-FOOT-WIDE STRIP OF LAND, BEING 35.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19, FROM WHICH THE SOUTHWEST CORNER BEARS SOUTH 00°04'50" EAST A DISTANCE OF 5273.00 FEET;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 19 SOUTH 00°04'50" EAST A DISTANCE OF 405.30 FEET TO A POINT ON THE CENTERLINE OF PALOUSE RIVER DRIVE;

THENCE ALONG SAID CENTERLINE THE FOLLOWING TEN (10) COURSES:

1) SOUTH 85°48'52" EAST A DISTANCE OF 46.20 FEET;
2) SOUTH 86°11'58" EAST A DISTANCE OF 354.70 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
3) ALONG SAID TANGENT CURVE TO THE LEFT WITH A RADIUS THAT BEARS NORTH 03°48'02" EAST A DISTANCE OF 1263.11 FEET, A CENTRAL ANGLE OF 10°51'35", LONG CHORD BEARING NORTH 88°22'15" EAST A DISTANCE OF 239.05 FEET, AN ARC LENGTH OF 239.41 FEET;
4) NORTH 82°56'27" EAST A DISTANCE OF 536.46 FEET;
5) NORTH 82°08'26" EAST A DISTANCE OF 273.08 FEET;

6) NORTH 80°47’32” EAST A DISTANCE OF 273.55 FEET;

7) NORTH 79°31’48” EAST A DISTANCE OF 15.02 FEET;

8) NORTH 78°47’20” EAST A DISTANCE OF 402.67 FEET;

9) NORTH 78°57’05” EAST A DISTANCE OF 209.78 FEET;

10) NORTH 79°39’56” EAST A DISTANCE OF 24.71 FEET;

THENCE SOUTH 10°11’05” EAST A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING;**

THENCE SOUTH 10°11’05” EAST A DISTANCE OF 15.51 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID TANGENT CURVE TO THE LEFT WITH A RADIUS THAT BEARS NORTH 79°48’55” EAST A DISTANCE OF 200.00 FEET, A CENTRAL ANGLE OF 20°07’26”, LONG CHORD BEARING SOUTH 20°14’49” EAST A DISTANCE OF 69.89 FEET, AN ARC LENGTH OF 70.25 FEET;

THENCE SOUTH 30°18’32” EAST A DISTANCE OF 288.26 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID TANGENT CURVE TO THE LEFT WITH A RADIUS THAT BEARS NORTH 59°42’28” EAST A DISTANCE OF 200.00 FEET, A CENTRAL ANGLE OF 3°19’41”, LONG CHORD BEARING SOUTH 31°58’22” EAST A DISTANCE OF 11.62 FEET, AN ARC LENGTH OF 11.62 FEET;

THENCE SOUTH 33°38’13” EAST A DISTANCE OF 168.45 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID TANGENT CURVE TO THE RIGHT WITH A RADIUS THAT BEARS SOUTH 56°21’47” WEST A DISTANCE OF 200.00 FEET, A CENTRAL ANGLE OF 33°39’58”, LONG CHORD BEARING SOUTH 16°48’14” EAST A DISTANCE OF 115.83 FEET, AN ARC LENGTH OF 117.52 FEET;

THENCE SOUTH 00°01’45” WEST A DISTANCE OF 695.32 FEET TO A POINT ON THE NORTH LINE OF EDINGTON 1ST ADDITION, INSTRUMENT NUMBER 627104, RECORDS OF LATAH COUNTY, AND THE **TERMINUS** OF THIS CENTERLINE DESCRIPTION. SAID **TERMINUS** BEING NORTH 80°34’48” EAST A DISTANCE OF 35.48 FEET FROM THE NORTHEAST CORNER OF SAID ADDITION.

THE SIDELINES OF THIS DESCRIPTION SHALL BE LENGTHENED AND SHORTENED AT THE INTERSECTIONS AND ANGLE POINTS OF SAID DESCRIPTION AND SHALL BEGIN AT THE SOUTHERY RIGHT OF WAY LINE OF PALOUSE RIVE DRIVE AND END ON THE NORTHERLY LINE OF EDINGTON’S 1ST ADDITION.

DRAFT

Pursuant to Idaho Code § 50-1313, the City Council accepted and confirmed this Deed of Dedication on the ____ day of _____, 2024.

IN WITNESS THEREOF, CITY has hereunto set its hand and seal this _____ day of _____, 2024.

City of Moscow, Idaho

_____

Arthur D. Bettge, Mayor

ATTEST:

_____

Laurie M. Hopkins, City Clerk

DRAFT

Exhibit "A"

CONESTOGA STREET DESCRIPTION

A PORTION OF THAT PARCEL OF LAND DESCRIBED IN WARRANTY DEED INSTRUMENT NUMBER 470531, RECORDS OF LATAH COUNTY, SITUATE IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF MOSCOW, LATAH COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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5) NORTH 82°08’26” EAST A DISTANCE OF 273.08 FEET;
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8) NORTH 78°47’20” EAST A DISTANCE OF 402.67 FEET;
9) NORTH 78°57’05” EAST A DISTANCE OF 209.78 FEET;
10) NORTH 79°39’56” EAST A DISTANCE OF 24.71 FEET;

THENCE SOUTH 10°11’05” EAST A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING;**

THENCE SOUTH 10°11’05” EAST A DISTANCE OF 15.51 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

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THENCE SOUTH 30°18’32” EAST A DISTANCE OF 288.26 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

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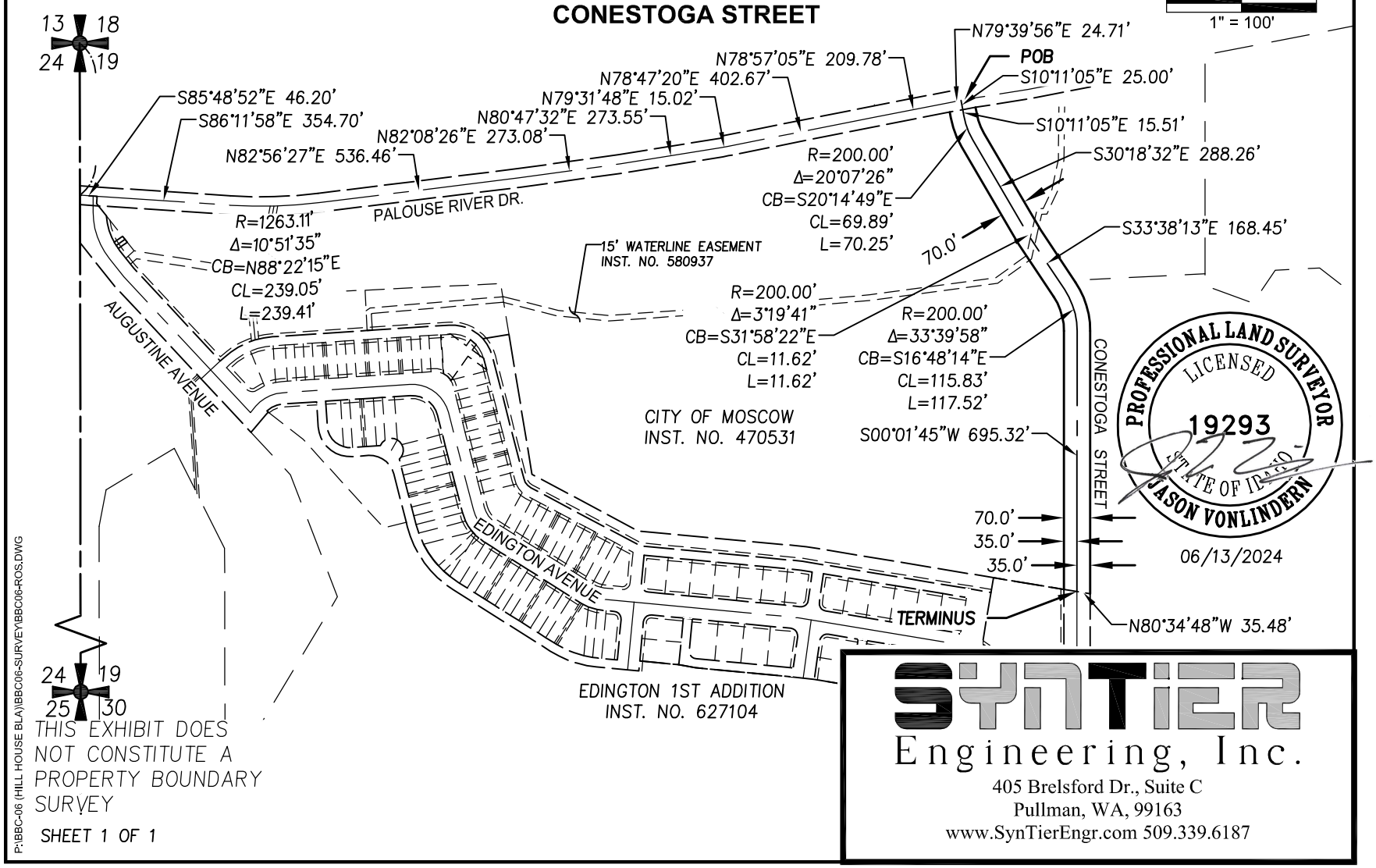
PREPARED BY SYNTIER ENGINEERING.

06/13/2024

EXHIBIT

SECTION 19, TOWNSHIP 39 N, RANGE 5 W, B.M.
CITY OF MOSCOW, LATAH COUNTY, IDAHO
CONESTOGA STREET



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 17, 2024

AGENDA ITEM TITLE

Dominion Way Street Name Approval (ACTION ITEM) - Todd Drage

RESPONSIBLE STAFF

Todd Drage, Civil Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

On June 6, 2016, Faith Ministries Inc. (DBA Logos School) filed an application for a Conditional Use Permit (CUP) to construct a school and church on a 30-acre property located at 1515 N. Mountain View Road. The Moscow Board of Adjustment approved the CUP in August of 2016. The CUP detailed that the project would include the construction of public improvements to support the development. The associated public improvements include the construction of a new public street adjacent to the development. The City's standard process for the creation of street names is for Council to approve them with the approval of a Final Plat. As this street is being created through right-of-way dedication, the street name was not approved through the platting process. This agenda item is being presented to request Council officially approve the street name "Dominion Way", as requested by the project proponent. A location figure and plan view figures from the Project's civil plan set have been included in this packet. This item was reviewed by the Public Works/Finance Committee on June 10, 2024. The Committee forwarded the item to the full City Council with no recommendation.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the street name Dominion Way, or provide staff with further direction.

STAFF RECOMMENDATION

Approval of the street name Dominion Way.

OTHER RESOURCES

n/a

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Dominion Way - Location and Civil Figures

City of Moscow

Latah County, Idaho

ADDRESS MAP

Logos Project Location

New Street Location

Scale: 1"=600'

Revised: March, 2020

This map is provided for reference purposes only and is not intended to depict the exact location of property lines or other features shown. Please do not make business decisions based on this product before independently validating the data.

STREET DIRECTORY

"A" STREET	G-16	LANNY DRIVE	J-12
ADAMS STREET	G-19	LANNY LANE	J-12
ALICE STREET	H-23	LATHEN STREET	F-22
ALMON STREET	F-18	LAUDER AVENUE	F-21
ALPOWA AVENUE	D-22	*LEPPKE COURT (Private)*	G-02
ALTURAS DRIVE	J-22	LEITH STREET	H-14
ALTURAS PARKWAY	J-22	LEMBI DRIVE	J-20
AMY COURT	K-18	LENTER STREET	F-21
ANDERSON PLACE	E-23	LENVILLE ROAD	N-23
ANDY AVENUE	J-21	LENVICK STREET	H-24
ANNA STREET	H-18	LEWIS STREET	G-19
APPAI PLACE	E-23	LENGUAIN AVENUE	E-13
APPALOOSA ROAD	E-23	LIEUALLEN STREET	E-16
APPLE LANE (Private)	G-12	LILAC LANE	L-17
AQUATIC & REC. CENTERS	J-14	LINCOLN STREET	I-17
ARBORCREST ROAD	J-8	LINDA LANE	E-21
ARROW STREET	H-22	LINDSEY STREET	E-14
ASBURY STREET	F-17	LINE STREET	E-18
ASH STREET	E-19	LOGAN STREET	H-20
ATSIRIE STREET	H-22	LORIEN LANE	J-22
"B" STREET	G-16	LUND LANE	K-14
BADGER COURT	M-19	LUNDQUIST LANE	N-21
BAKER STREET	C-16	LYNANDRA DRIVE	I-15
BITTERROOT STREET	J-13	LYNN AVENUE	H-20
BLACK AVENUE	E-20	MADISON STREET	H-20
BLAKELY AVENUE	E-20	MAIN STREET	H-20
BOB WHITE PLACE	G-11	*MANSPRING LANE (Private)*	*L-20*
BONNIE COURT	G-12	MALLARD COURT	G-02
BORAH AVENUE	D-22	McKINLEY STREET	G-14
BOYDE AVENUE	F-21	MEADOW STREET	L-19
BRENT DRIVE	E-13	MEADOWLARK LANE	L-15
~~BRIDGE STREET~~	~~H-24~~	~~MELDONDRIL STREET~~	~~D-14~~
BRISTOL ROAD	L-21	MERCER AVENUE	J-21
BRITTON LANE	H-12	MILLER COURT	D-15
"C" STREET	G-15	MIX ROAD	E-11
CAMAS STREET	J-20	MOLLY COURT	J-17
CAMBRIDGE COURT	L-20	MONROE STREET	H-18
CAMPUS DRIVE (Private)	*L-20*	MORGAN STREET	H-24
CAMPUS DRIVE	E-19	MORTON STREET	G-14
CARMICHAEL ROAD	M-23	MOSER STREET	K-16
CASTLEFORD STREET	L-21	MOUNTAIN VIEW ROAD	D-17
CAYUSE DRIVE	D-23	MYRTLE STREET	G-24
CHELSEA COURT	M-20	NADR COURT	L-17
CHERRY STREET	E-16	NANCY COURT	G-13
CHERRY BLOSSOM LANE	I-13	NARROW STREET	F-19
CHINOOK STREET	E-22	NELSON AVENUE	G-24
CHRISTINA STREET	D-14	NEZ PERCE DRIVE	D-20
CHRISTOPHER LANE	I-11	NEZ PERCE STREET	J-19
CIRCLE DRIVE	D-16	NORTHWEST COURT	D-15
CITY HALL	G-17	NORTHWOOD DRIVE	H-21
CITY PARK	L-19	NORTHWEST BLVD.	G-14
CLEARVIEW STREET	L-19	NURSERY STREET	G-24
CLEVELAND STREET	J-14	NYLAROL STREET	H-22
CLOVERGROVE LANE (Private)	*L-20*	OLD PULLMAN ROAD	B-20
COLLEGE STREET	E-19	ORCHARD AVENUE	I-13
COLT ROAD	D-22	PALOUSE RIVER DRIVE	E-23
CONCORD AVENUE	K-13	PANORAMA DRIVE	M-18
CONESTOGA DRIVE	E-22	PARADISE CREEK STREET	D-17
CONESTOGA STREET	D-23	PARADISE DRIVE	F-22
COUNTY COURTHOUSE	G-18	PARADISE RIDGE ROAD	H-24
COURTNEY STREET	L-19	PARK DRIVE	J-19
COUGAR LANE	G-07	*PEARL DRIVE (Private)*	*L-20*
CRESCENT LANE (Private)	*L-20*	*PEARL CIRCLE (Private)*	*L-20*
CRESTVIEW DRIVE	K-17	*PENDULUM LANE (Private)*	*L-20*
CYPRESS COURT	M-23	PERIMETER DRIVE	C-20
"D" STREET	K-15	PETERSON DRIVE	D-17
DAMEN STREET	K-16	PHEASANT RUN LANE	I-10
DARBY ROAD	L-11	PICABU STREET	J-12
DAVIES AVENUE	K-13	PINE CONE ROAD	L-22
DEAKIN AVENUE	F-18	PINE STREET	E-19
DEAKIN AVENUE (Private)	*F-20*	PINTAIL LANE	G-12
DEER MEADOW COURT	H-21	PINTO DRIVE	D-22
DISCOVERY DRIVE	A-22	PLANT SCIENCE ROAD	N-21
DOGWOOD COURT	J-17	PLEASANT PLACE	G-11
DRIVER STREET	E-23	POE STREET	I-13
"E" STREET	K-15	POLK STREET	H-17
EASTWOOD AVENUE	H-21	PONDEROSA DRIVE	J-12
EDINBOROUGH COURT	L-21	POST OFFICE	G-17
EGGAN YOUTH CENTER	J-15	POWERS AVENUE	G-23
EIGHTH STREET	G-19	PUBLIC AVENUE	I-13
EISENHOWER STREET	L-15	PULLMAN ROAD	C-17
ELKS ROAD	E-22	QUAIL RUN DRIVE	G-11
EL CAJON STREET	K-20	*QUEEN ROAD (Private)*	*E-21*
ELM STREET	E-19	RAILROAD STREET	F-19
EMPIRE LANE	H-11	RAYBURN STREET	D-19
"F" STREET	I-14	RESIDENCE STREET	E-15
FAIRVIEW DRIVE	M-19	RIDGE ROAD	E-21
FAIRWAY DRIVE	C-17	ROBERT DRIVE	M-19
US POST OFFICE	C-17	ROBINSON PARK ROAD	M-19
FIFTH STREET	G-17	RODEO DRIVE	H-13
FIRST STREET	G-16	ROLLING HILLS DRIVE	K-17
FLETCHER PLACE	E-23	ROOSEVELT STREET	J-16
FLINT STREET	G-22	ROSE COURT	L-16
FLOMER LANE	M-23	ROWE STREET	H-21
FLORENCE AVENUE	K-19	ROXBURY DRIVE	M-21
FORD STREET	L-14	*RUBY COURT (Private)*	*E-23*
[illegible] STREET	E-23	RYAN LANE	L-17
FRANKLIN STREET	G-17	*SAMARITAN LANE (Private)*	*M-18*
GAMBLE ROAD	G-11	SAND ROAD	C-24
GAMBLE STREET	G-11	SCHAFER STREET	N-21
GARNET COURT (Private)	*J-20*	SEMINARY STREET	G-17
GETAWAY COURT	L-19	SENOA STREET	D-14
GRANT AVENUE	J-18	SEVENTH STREET	E-18
GRANT STREET	J-14	SHELBY LANE	L-20
GRANVILLE STREET	M-20	SHERWOOD STREET	L-19
GREENSIDE COURT PLACE (Private)	*G-02*	SHETLAND COURT	L-21
GUSKLE ROAD	L-24	SHORT STREET	C-17
HAMPTON COURT	M-21	SHOSHONE STREET	M-19
HANSON AVENUE	I-20	SIXTH STREET	J-18
HARDEN DRIVE	D-11	SLOVAKIE DRIVE	J-12
HARDING WAY	K-20	*SOUTHHILL TERRACE (Private)*	*F-20*
HARGRAVE STREET	I-20	SOUTHVIEW AVENUE	G-22
HARVARD STREET	K-17	SPOTSWOOD STREET	G-20
HARVEST DRIVE	K-17	STADIUM DRIVE	J-12
HATHAWAY STREET	L-19	STATE EMPLOY. & WELFARE	E-18
~~HAYES AVENUE~~	~~A-17~~	STEFANY LANE	M-19
HAYES DRIVE	G-21	STYNER AVENUE	G-21
HENLEY STREET	I-18	SUMMIT ROAD	K-17
HENRY COURT	G-20	*SUNDAL LANE (Private)*	*J-20*
HIDDEN LANE	K-16	SUNNYSIDE AVENUE	F-22
HIGHLAND DRIVE	H-20	SUNRISE DRIVE	K-16
HIGHWAY 8	A-17	SUNSET DRIVE	E-15
HILLCREST	F-23	SUSAN DRIVE	G-13
HILLCREST DRIVE	K-16	SUTTON STREET	M-20
HILLSIDE PLACE	G-22	SWEET AVENUE	F-20
HIRSCH ROAD	I-11	TAMARACK DRIVE	E-21
HODGER COURT (Private)	*M-18*	TANNER AVENUE	E-22
HOLIDAY STREET	L-20	THATUNA AVENUE	J-13
HOME STREET	E-16	THIRD STREET	E-17
HOMESTEAD STREET	H-14	*TIEMPO DRIVE (Private)*	*L-20*
HOSPITAL	G-18	TOBIKA DRIVE	I-14
HOURGLASS LANE (Private)	*L-20*	TOMER ROAD	M-22
HOWARD STREET	H-14	TRACY COURT	G-14
HUNTER STREET	H-20	TRAIL ROAD	J-9
IDAHO AVENUE	E-19	TRAVOIS WAY	I-21
INGLEWOOD	K-19	TROY ROAD	L-22
INDIAN HILLS DRIVE	K-22	TRUMAN STREET	L-14
ITANI DRIVE	G-17	U of I ADMIN. BUILDING	E-20
JACKSON STREET	F-18	UNIVERSITY AVENUE	E-19
JANSON STREET	K-16	UROQUHART AVENUE	E-18
JASON DRIVE	M-18	VALLEY VIEW DRIVE	K-14
JEFFERSON COURT	G-12	VAN BUREN STREET	G-17
JEFFERSON STREET	G-19	VANDAL DRIVE	I-14
JERSTAD COURT (Private)	*M-18*	VEATCH STREET	G-20
JOHNSON STREET	I-20	VENTURA STREET	K-13
JOSEPH STREET	K-19	VICTORIA DRIVE	E-22
JULIE COURT	G-12	VIEW STREET	E-22
JULIE DRIVE	G-13	VIRGINIA AVENUE	I-12
KAMIAKEN DRIVE	J-12	VISTA STREET	L-19
KAMIAKEN STREET	J-12	WALNUT GROVE	D-23
KATHY AVENUE	L-18	WANNEGA COURT	D-23
KENNEDY STREET	L-14	WAR BONNET DRIVE	A-16
KENNETH STREET	H-20	WASHINGTON STREET	G-19
KING ROAD	E-21	WEST VIEW DRIVE	L-18
KIRK DRIVE	I-12	WEYMOUTH STREET	L-19
KISMET COURT	N-20	WHITE AVENUE	I-21
KODIAK COURT	L-22	WHITE PLACE	H-21
LAFAYETTE STREET	D-15	WILDROSE DRIVE	M-21
LAPWAI STREET	I-20	WILLOW VIEW PLACE	E-23
LANDE LANE	I-11	WILTSHIRE DRIVE	L-20
		YOUMANS LANE	K-12

LOGOS PROPERTY PUBLIC IMPROVEMENTS

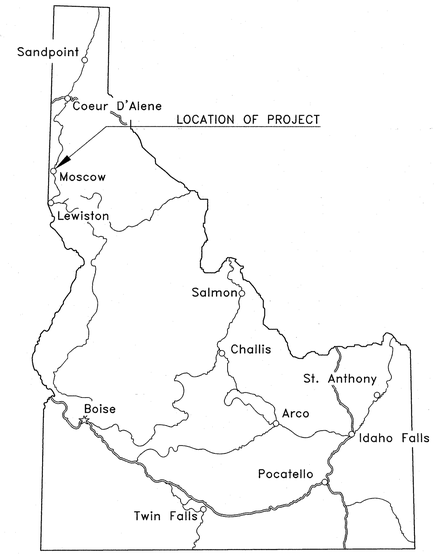
CITY OF MOSCOW
LATAH COUNTY, IDAHO

BASIS OF ELEVATION

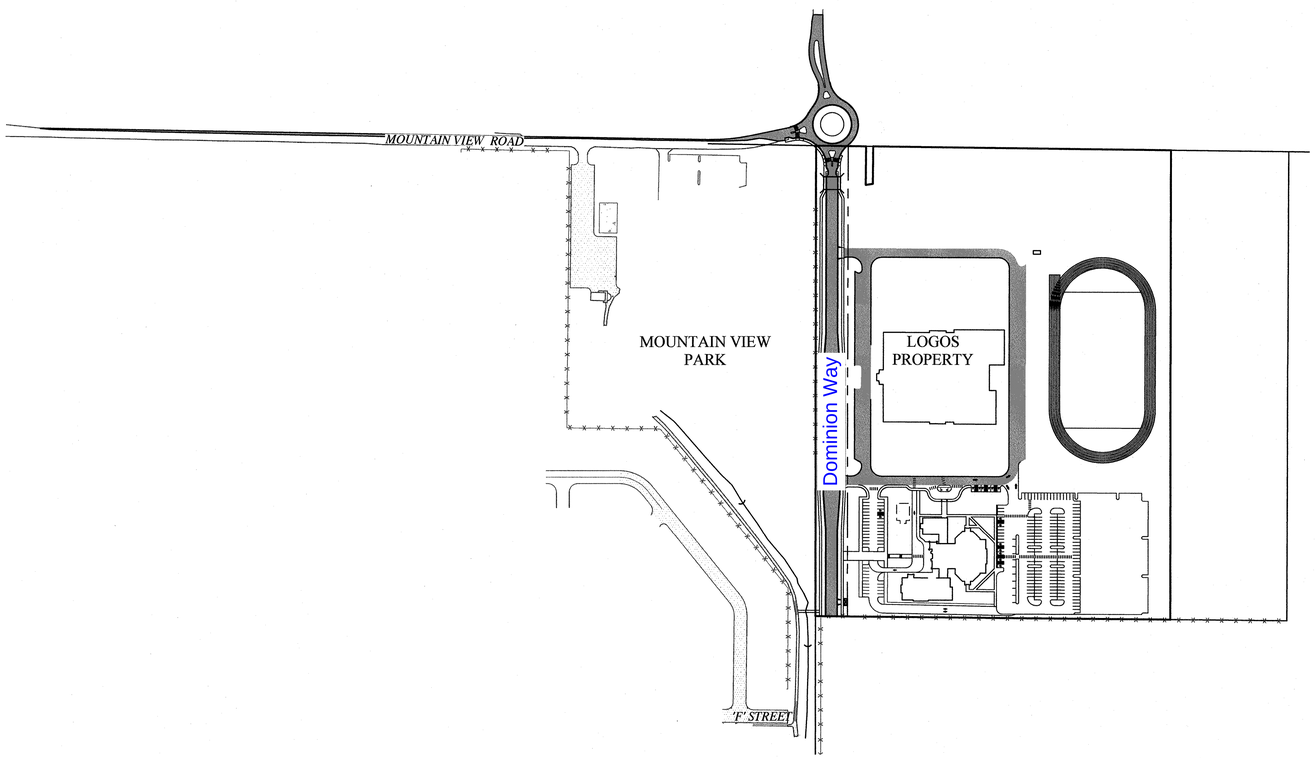
THE BASIS OF ELEVATION FOR THIS PROJECT IS NAVD88, ESTABLISHED BY GPS. THE BASE POSITION BEING CORRECTED BY NGS ONLINE POSITIONING USER SERVICE (OPUS).

DRAWING INDEX

Sheet Number	Sheet Title
C1	COVER SHEET
C2	EROSION CONTROL AND GRADING PLAN
C3	GRADING NOTES AND DETAILS
C4	UTILITY LAYOUT PLAN
C5	PLAN AND PROFILE - LOGOS 0+00-4+40
C6	PLAN AND PROFILE - LOGOS 3+60-8+00
C7	PLAN AND PROFILE - LOGOS 8+00-12+40
C8	PLAN AND PROFILE - LOGOS 12+40-17+00
C9	PLAN AND PROFILE - LOGOS to F ST 0+00 TO END
C10	PLAN AND PROFILE - WATER LINE 0+00-4+40
C11	PLAN AND PROFILE - WATER LINE 3+40-8+00
C12	PLAN AND PROFILE - WATER LINE 7+20-END
C13	GENERAL NOTES AND DETAILS



Know what's **below.**
Call before you dig.



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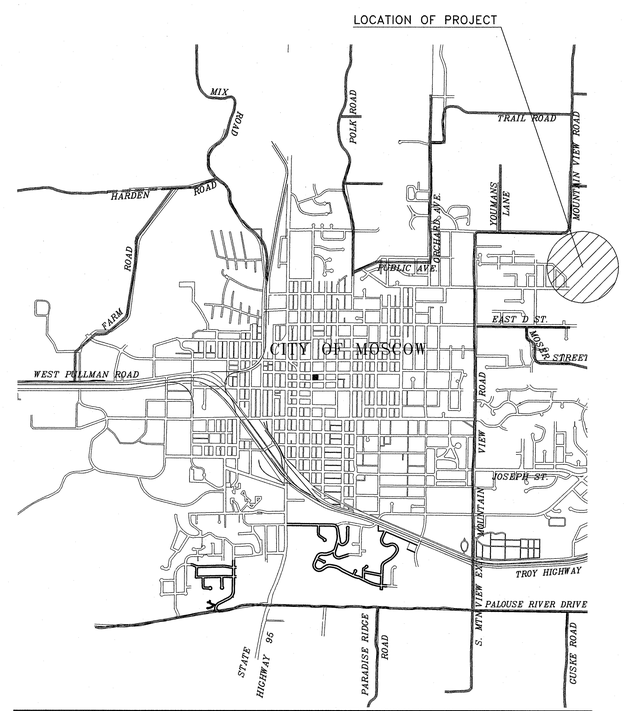

VICINITY MAP

Hedge & Associates, Inc.
Engineers • Planners • Landscape Architects
P.O. Box 67726
405 S. Washington Street
Moscow Idaho 83843
(208) 882-3520

PROFESSIONAL ENGINEER
LICENSED
17473
10-20-2020
STATE OF IDAHO
Nurl W. Nimmer

LOGOS PROPERTY PUBLIC IMPROVEMENTS
COVER SHEET
LOGOS SCHOOL
LOGOS STREET
MOSCOW, IDAHO
(208) 882-1726

Designed By:	SB/NN
Drafted by:	SW/NN
Checked by:	SB/NN
File Name:	3789 COVER.dwg
Tab:	COVER
Layer Style:	STANDARD
Plot Style	QCE.CTB
Project:	3789-8-15
Date:	10/20/2020

C1

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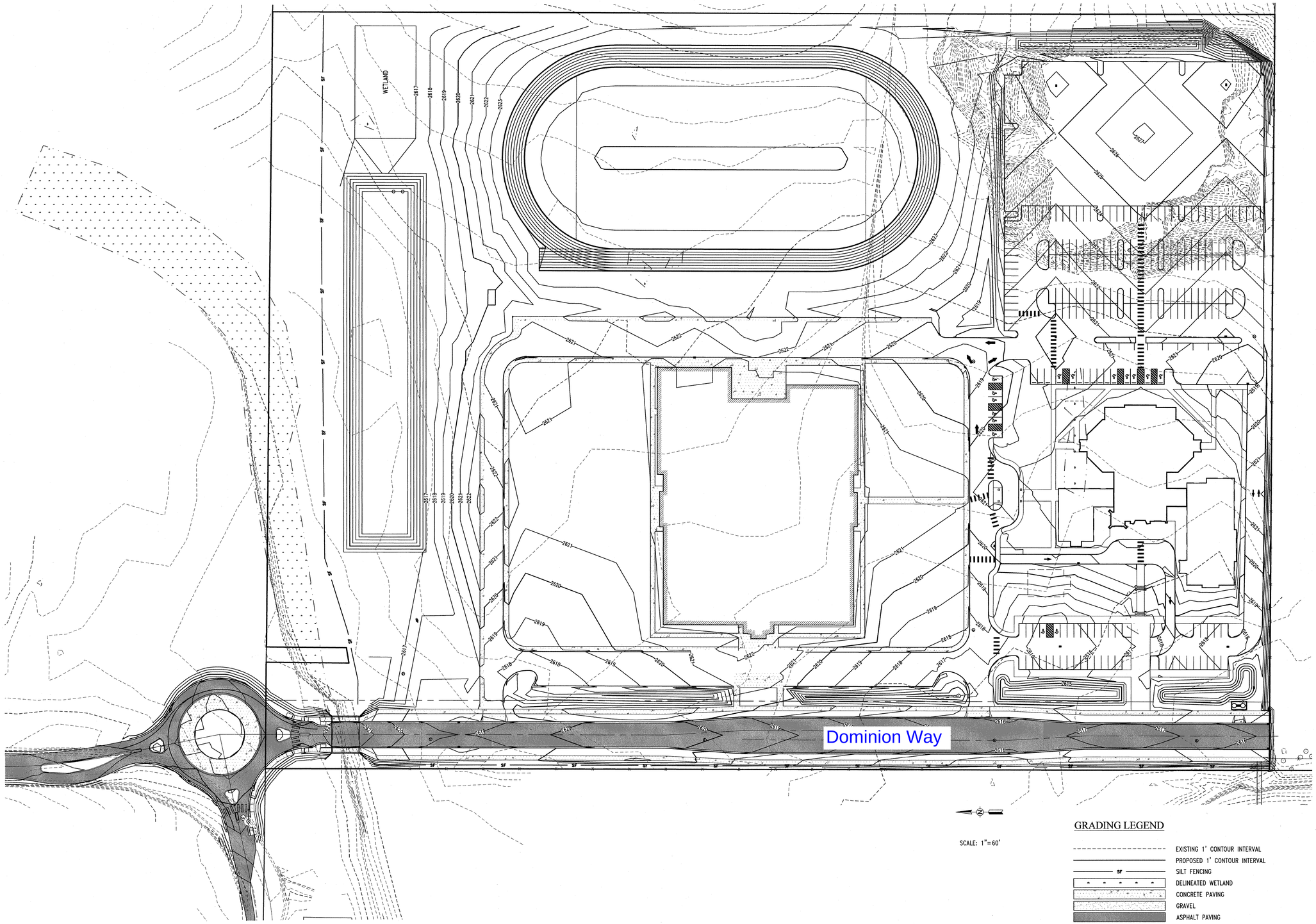

SCALE: 1"=60'

GRADING LEGEND

- EXISTING 1' CONTOUR INTERVAL
- PROPOSED 1' CONTOUR INTERVAL
- SILT FENCING
- DELINEATED WETLAND
- CONCRETE PAVING
- GRAVEL
- ASPHALT PAVING

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(208) 882-1226

Designed By:	SB/NN
Drafted by:	SW/NN
Checked by:	SB/NN
File Name:	3789 GRADING.dwg
Tab:	GRADING 2
Layer Style:	STANDARD
Plot Style	OCE.CTB
Project:	3789-8-15
Date:	10/20/2020

C2

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COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 17, 2024

AGENDA ITEM TITLE

State-Wide Electronic Ticketing Grant Award (ACTION ITEM) - Alisa Anderson

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Idaho Transportation Department's (ITD) Office of Highway Safety (OHS) receives grant funding from the National Highway Safety Administration (NHTSA). This funding is used to support grant programs and activities identified in the Highway Safety Plan (HSP) to assist local government agencies. The Information System Department (IS) is requesting to accept an award of $45,000 on behalf of the Moscow Police Department (MPD) to purchase electronic ticketing equipment to replace existing outdated and purchase new units for eleven (11) police vehicles.

Total project costs are estimated at $45,000, requiring a 25% match of $11,250 and a grant request of $33,750. The grant match can include cash or in-kind provided by the Fleet Department for installation of the equipment into the police vehicles. Funding for this project is included in the FY24 IS budget to cover all costs of this equipment as staff learned the grant funding was available after the budget was approved. All equipment must be purchased by July 31, 2024.

The original grant application approved by the City Council in February 2024 was for six (6) new units with a grant request not to exceed $26,000. However, after this approval, the MPD and IS reevaluated their current equipment and upcoming needs and determined five (5) additional units were needed to equip new and/or existing, motorcycle, and code enforcement vehicles.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve acceptance of a grant award from the Office of Highway Safety for the State-Wide Electronic Ticketing Equipment program for $45,000, or take other action deemed appropriate.

STAFF RECOMMENDATION

Approve acceptance of grant award from the Office of Highway Safety for the State-Wide Electronic Ticketing Equipment program for $45,000.

OTHER RESOURCES

FISCAL IMPACT

A 25% match is required and a portion of the match may include the Fleet Departments labor for installation.

PERSONNEL IMPACT

IS, Grants, Fleet, Police Departments

ATTACHMENTS

1. SWET Mini Grant Award Notification 6.6.24 Attach
2. SWET Grant Request & Approval Attach

Alisa J. Anderson

From: ITDMobilizationsInfo@itd.idaho.gov
Sent: Thursday, June 6, 2024 3:08 PM
To: Alisa J. Anderson; Kelly.Campbell@itd.idaho.gov
Subject: Online SWET Grant Tracking Notification

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Messsage: A SWET Grant has been approved.
Mini Grant: SWET Equipment, Approved Amount: $45000.00
Agency: Moscow Police Dept
TimeStamp: 6/6/2024 4:07:30 PM

SWET(State-Wide Electronic Ticketing) APPLICATION and AWARD FORM

Can apply any time during fiscal year up until the end of July.

Applicant/Agency:	Moscow Police Dept		Date:	6/5/2024	MM/DD/YYYY
Contact Name:	Alisa Anderson		E-Mail:	aanderson@ci.moscow.id.us	
Address:	206 East Third Street		City,State,Zip:	Moscow,ID ,83843	
EIN:	82600022705		DUNS No:	958856338	
Start Date:	6/5/2024	MM/DD/YYYY	Completion Date:	7/31/2024	MM/DD/YYYY

All funds must support data-driven Idaho traffic safety goals as established in the annual Highway Safety Plan.

The purpose of this SWET Grant is to provide funding assistance for the following:

☑ **SWET(State-Wide Electronic Ticketing) EQUIPMENT:** Equipment used for electronic ticketing processes.

I certify that the above listed equipment will be purchased and used for electronic ticketing processes. Documentation included final invoice, proof of purchase and property management form will be submitted.

Note: A 25% match is required on all SWET grant

The SWET grant is financed on a reimbursement basis. The applicant must: 1) receive approval of the SWET Grant from OHS prior to making any expenditure, 2) incur the expenses, 3) request reimbursement for the amount not to exceed the award on the SWET grant reimbursement claim including all supporting documentation.
OHS will only process reimbursements to an agency not to the individual.

Item	Quantity	Price	Total	
				Add

	Item	Quantity	Price	Total
Edit Delete	Dell Rugged Laptop Computer for Police Vehicles	10	2811.00	28110.00
Edit Delete	Dell Rugged Tablet for Police Motorcycle	1	3389.00	3389.00
Edit Delete	Printer for Dell Rugged Laptop & Tablet	11	728.00	8008.00
Edit Delete	Scanner for Dell Rugged Laptop & Tablet	11	232.00	2552.00
Edit Delete	Mounting System for Motorcyle Computer	1	1365.00	1365.00
	Match:	**$10,856.00**	**Subtotal:**	**$43,424.00**

Acceptance of Conditions: The SWET Equipment Award recipient agrees to comply with all applicable federal and state laws, rules and regulations, and certification and assurances located in the Idaho OHS Grant Procedure Manual. The manual can be found on the ITD website at https://itd.idaho.gov/safety/. Failure to comply with these conditions may result in termination of this award. All awards are subject to availability of federal funding. Within 30 days from the conclusion of the activity the reimbursement request must be submitted. After 30 calendar days, OHS reserves the right to reject reimbursement requests.

I certify that the above hours worked and rate calculations are true and correct statements of costs incurred for this grant. Documentation of completed time sheets signed by a supervisor, or automated time verification payroll records and pay reports are available for review for this claim requesting federal grant funds. (Supporting time verification signed by a supervisor may be required to be submitted.)

***Indicate your acceptance by electronically signing your name as follows: '/s/Firstname Lastname' (for example: /s/John Smith)**

Authorizing Official Signature:

Submit Grant | Save Grant | Close | Print

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 17, 2024

AGENDA ITEM TITLE

WaterSMART Small-Scale Water Efficiency Grant Application (ACTION ITEM) - Alisa Anderson / Evan Timar

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Evan Timar

ADDITIONAL PRESENTER(S)

DESCRIPTION

The U.S. Department of Interior's WaterSMART Program provides the framework for federal funds to aid in securing water supplies for future generations. Through WaterSMART, the Bureau of Reclamation (Reclamation) leverages federal and non-federal funding to work cooperatively with states, tribes and local entities as they plan for and implement actions to increase water supply sustainability through investments in existing infrastructure. The WaterSMART Small-Scale Water Efficiency grant assists those who manage water programs to leverage their money and resources by cost sharing with Reclamation for on-the-ground projects that seek to conserve, better manage, and make more efficient use of water supply reliability in the western states of the U.S.

The City is eligible for this funding as a local water authority located in Idaho. Eligible projects include "Municipal Metering" to install or upgrade water meters, including but not limited to installing end-user water service meters for residential and commercial buildings. One-time purchase of software, equipment, and training for meter monitoring can also be included. The maximum award for a "Small Scale" project under this program is $100,000, requiring a 50% match with total project costs not exceeding $225,000. The next application deadline for this program is July 9, 2024, with an anticipated award date of March 31, 2025, and a project completion date of March 31, 2027 (two years).

The City of Moscow is currently soliciting proposals for an "Advanced Metering Infrastructure Project" (AMI) with proposals due on June 21, 2024. The City's AMI project is scheduled to be completed over a seven-year period. The second year of the project is the "Beta Initial Deployment" (BID) phase, which will involve the purchase, installation, and testing of meters. The award date of the Small-Scale program parallels the BID phase of the City's project. Therefore, staff is requesting to submit a grant application for $100,000 to assist with the purchase of approximately 500 water meters that will be installed by City employees over a two-year period.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Approval to submit a grant application for $100,000 to the WaterSMART Small-Scale Water Efficiency Program or take other action deemed appropriate.

STAFF RECOMMENDATION

Approval to submit a grant application for $100,000 to the WaterSMART Small-Scale Water Efficiency Program.

OTHER RESOURCES

FISCAL IMPACT

A non-federal cost share of at least 50% is required. The match, estimated at $100,000, is currently included in the Water Department's Capital Improvement Plan for the fiscal years planned for this phase of the AMI project.

PERSONNEL IMPACT

Water, Engineering, Grants, and Finance Departments

ATTACHMENTS

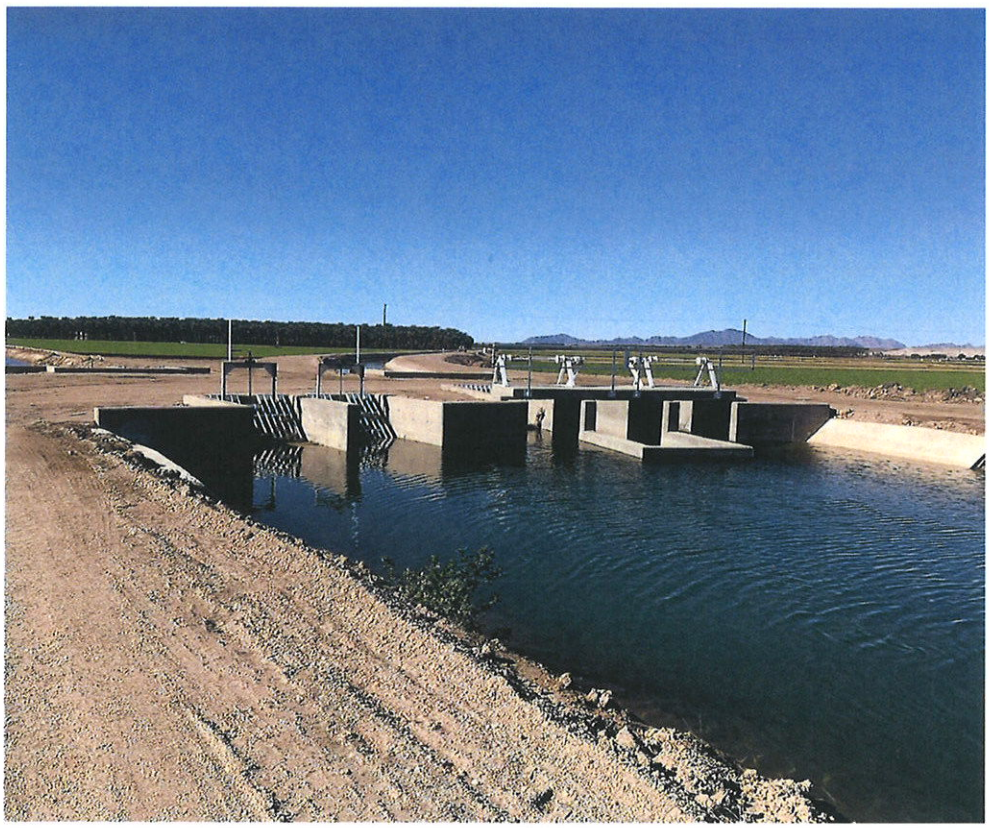
1. BOR WaterSMART Grant Program.Attach

BUREAU OF RECLAMATION

Notice of Funding Opportunity No. R24AS00059

WaterSMART Small-Scale Water Efficiency Projects

For Fiscal Year 2024 and Fiscal Year 2025



U.S. Department of the Interior

October 2023

Synopsis

Federal Agency Name:	Department of the Interior, Bureau of Reclamation, Water Resources and Planning Office
Funding Opportunity Title:	WaterSMART Small-Scale Water Efficiency Projects
Announcement Type:	Notice of Funding Opportunity
Funding Opportunity Number:	R22AS00195
Catalog of Federal Domestic Assistance (CFDA) Number:	15.507
Dates: (See NOFO Sec. D.4)	Application due Date: Application Period 1: Tuesday, January 16, 2024, 4:00 p.m. Mountain Standard Time Application Period 2: Tuesday, July 9, 2024, 4:00 p.m. Mountain Daylight Time Application Period 3: Tuesday, January 14, 2025, 4:00 p.m. Mountain Standard Time Application Period 4: Tuesday, July 8, 2025, 4:00 p.m. Mountain Daylight Time
Eligible Applicants: (See NOFO Sec. C.1)	Applicants eligible to receive financial assistance under this NOFO include: **Category A:** States; Indian tribes; irrigation districts; water districts; state, regional, or local authorities, whose members include one or more organizations with water or power delivery authority; and other organizations with water or power delivery authority. **Category B:** Nonprofit conservation organizations that are acting in partnership and with the agreement of an entity described in Category A. All applicants must be located in the Western United States or United States territories, including Alaska, Arizona, California, Colorado, Hawaii, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, the Virgin Islands, and Puerto Rico.
Recipient Cost-Share: (See NOFO Sec. C.2)	A non-Federal cost-share of at least 50% is required
Federal Funding Amount: (See NOFO Sec. B.1)	$100,000 per applicant
Estimated Number of Agreements to be Awarded: (See NOFO Sec. B.1)	Approximately $12,000,000 is available under this program. Approximately 150 projects will be funded for this NOFO, contingent on appropriations. Additional projects may be funded under this NOFO if additional funding becomes available.
Intergovernmental Review: (See NOFO Sec. D.5)	An intergovernmental review may be required for applications submissions from a U.S. state or local government prior to submission. Applicants must contact their State's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372.