

Public Works / Finance Committee



Regular Meeting
~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, September 8, 2025

4:00 PM

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

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

REGULAR AGENDA

**1. Approval of Public Works/Finance Committee August 11, 2025 Minutes (ACTION ITEM)
- Laurie M. Hopkins**

2. Disbursement Report August 2025 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending August 2025.

ACTION: Accept the Disbursements Report for the month of August 2025.

3. Moscowberfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

The Moscow Chamber of Commerce + Visitor Center is hosting their annual Moscowberfest on Saturday, October 4th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This event is now in its fifth year and is stylized in the spirit of fall folk festivals. The applicant anticipates no more than six (6) licensed beer and/or wine vendors, a variety of food trucks, trailers, and tents, and up to eleven (11) vendors facilitating street games, activities, and competitions. The event has been reviewed and approved as of August 25, 2024. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, the Moscow Chamber of Commerce + Visitor Center 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.

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

4. Modest Music Fest Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

Humble Burger is celebrating ten (10) years as a brick & mortar with the revival of their Modest Music Fest on Saturday, September 27th, from 4:30 pm to 9 pm on Main Street between 5th and 6th Streets. The applicant will also serve as the only licensed beer and/or wine vendor, hosting several stages with live music. The event has been reviewed and approved as of August 27, 2024. Following standard operating procedures for events with alcohol that are within the

Entertainment District boundaries, Humble Burger 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.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of Modest Music Fest for the duration of the event; or provide staff with further direction.

5. Humane Society of the Palouse Services Agreement Renewal (ACTION ITEM) - Anthony Dahlinger

The City of Moscow's current agreement for services with the Humane Society of the Palouse (HSOP) ends September 30, 2025. The new agreement would commence on October 1, 2025, and is to be in effect for three years. The HSOP provides care and custody of dogs that are impounded by the Moscow Police Department or citizens after being found running at large or for other violations of city code. The updated agreement increases the annual compensation from \$59,899 to \$63,147 to account for Consumer Price Index increases that have outpaced the Agreement's 3% annual escalator. In addition, the agreement now allows the HSOP to place dogs being held for more than 30 days to be placed in temporary foster care with the approval of the Chief of Police, increases the extraordinary veterinary care limit when the City would be responsible for costs from \$100 to \$300, and adds a requirement for the City to compensate the HSOP for City directed impound of animals other than dogs or cats when there is no other option for the care and safety on the animals at the rate of \$10 per day.

PROPOSED ACTIONS: Recommend approval of the Agreement for Services with the Humane Society of the Palouse, or provide staff further direction.

ADJOURN

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

Public Works / Finance Committee



Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, August 11, 2025

4:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Drew Davis, Sandra Kelly, Julia Parker

ABSENT: Hailey Lewis

OTHERS: Mayor Art Bettge, Council Member Gina Taruscio

STAFF: Bill Belknap, Mia Bautista, Sarah Banks, Tyler Palmer, Bob Buvel, Laurie M. Hopkins

REGULAR AGENDA

1. Approval of Public Works/Finance Committee July 14, 2025 Minutes (ACTION ITEM) - Laurie M. Hopkins

The minutes were approved as presented.

2. Disbursement Report July 2025 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending July 2025.

ACTION: Accept the Disbursements Report for the month of July 2025.

Banks introduced the report by providing the major expenditures including payroll, the quarterly Whitcom payment, and project payments including the emergency radios, alley west of Main Street sewer and the city shop. The radio project is arranged as progress payments, and this payment was for equipment testing in Spokane. The Committee accepted the Disbursement Report.

3. Moscow-Pullman Airport Grant Agreement Approval (ACTION ITEM) - Bill Belknap

The Moscow-Pullman Airport (PUW) has been awarded two Airport Improvement Program grants. One grant will fund the purchase of a new Aircraft Rescue and Fire Fighting vehicle and extraction tools (AIP 72) with a grant award of \$1,096,979, and the second will fund the expansion of the existing airport apron (AIP 73) with a grant award of \$550,316. All required local match funding will be provided by PUW, with no additional funding required from the airport sponsors. Additionally, the Idaho Transportation Department, Division of Aeronautics, has awarded the City a grant for the airport apron project of \$225,000 with no local match required. Staff has prepared two resolutions authorizing the acceptance of these three grant awards for the Council's review and approval.

PROPOSED ACTIONS: Recommend approval of the two resolutions authorizing acceptance of the three grant awards, or provide staff further direction.

Belknap explained the item as written above. The airport manages the grant but because Pullman and Moscow are co-owners, both cities must authorize acceptance. The Committee recommended approval and that it be placed on the Council consent agenda.

4. Development Agreement Amendment for 2216 S. Main St. (Fountain's Business Park) (ACTION ITEM) - Bob Buvel

On December 2, 2024, City Council approved a development agreement with Joel Cohen, the owner of 2216 S. Main also known as the Fountain Business Park. As part of the agreement, the City of Moscow agreed to pay the cost to upsize the existing 6-inch water main located in US95 to a 10-inch main. The water main was oriented in a way that it could be continued east when Nelson Avenue is extended. During preparations for construction, 4G realized they had misread the plans and that the work was going to extend all the way across the highway rather than half. 4G re-negotiated with Mr. Cohen to reflect that cost. During the construction of the 10-inch main in the highway, the contractor discovered several unforeseen conditions that impeded production and required additional time and materials. Unforeseen conditions like a buried retaining wall, unmapped utilities and city-directed design revisions required the contractor to procure and install additional fittings, perform additional delicate excavation and implement traffic control for a longer period of time. The contractor tracked time and equipment for these issues and that document has been included. Mr. Cohen has requested the city's contribution to the project be increased from \$57,000.00 to \$79,737.00 to reflect the true cost to install the 10-inch line. Prior to the original agreement, staff reached out to a third party contractor for a quote to do the work. M.L. Albright's responded with a quote of \$67,880.00 to bore this pipe and \$83,930.00 to trench install this pipe. That bid has been included. The revised cost with Mr. Cohen and 4G is still less than the third party bid to trench this work. The Development Agreement Amendment reflects the revised price to complete the work.

PROPOSED ACTIONS: Recommend approval of the Development Agreement Amendment, or provide staff with further direction.

Buvel introduced the item as written above. Quite a bit of the additional cost is traffic control due to blocking only one lane at a time so it can be a phased project. A retaining wall was discovered under the highway. There were Avista and ITD utilities under the retaining wall that were not shown on the original plans from the developer's engineer.

Belknap explained the process for developer participation which includes staff getting a quote so that it can be compared to the developers contractor.

Kelly asked about the location of the water line. Buvel explained it would normally come off the main at 90 degrees and a bend to meet the point of attachment. That was not feasible in this situation. This project required the line to be bumped out to accommodate additional bends in the line. This location was chosen so that it would work horizontally for fittings and vertically under the retaining wall. Discussion ensued regarding the retaining wall.

The Committee recommended approval and that it be placed on the Council consent agenda.

5. Third Amendment to Solid Waste Franchise Agreement Exhibit G (ACTION ITEM) - Tyler Palmer

Fees associated with the services provided under the Solid Waste Franchise Agreement between the City of Moscow and Latah Sanitation, Inc., dba Inland North Waste, are adjusted each fiscal year to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index (CPI), as published by the U.S. Bureau of Labor Statistics. The statistics used are for a one-year period and represent the end-of-year adjusted figures for the annual change in the calendar year, as published in January of each year. The figure for 2024 was 2.86%. Staff has prepared an amended Exhibit G to reflect these changes for the Council's review and approval.

PROPOSED ACTIONS: Recommend approval of the Third Amendment to Exhibit "G" of the Solid Waste Franchise Agreement, or provide staff further direction.

Palmer introduced the item as written above. The franchise agreement expires in 2035. Having no questions, the Committee recommended approval and that it be placed on the Council consent agenda.

ADJOURN

The meeting closed at 4:25 p.m.

DRAFT

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 8, 2025



AGENDA ITEM TITLE

Disbursement Report August 2025 (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending August 31st, 2025. A summary of the major expenditures has been approximated by category and represents 96% of the total expenditure of \$3,693,887.15.

Payroll	\$1,447,206.00
Professional Services	\$83,703.00
Sanitation	\$346,353.00
Capital Outlay	\$109,188.00
Capital Outlay - Improvement	\$212,374.00
Capital Outlay - Buildings	\$327,086.00
Capital Outlay - Vehicles	\$584,194.00
Minor Equipment	\$13,501.00
Supplies	\$139,281.00
Utilities	\$94,166.00
Contractual Payments	\$157,677.00
ACH Wells Fargo	\$48,562.00
Total	\$3,563,291.00

REVIEWED BY

PROPOSED ACTIONS

ACTION: Accept the Disbursements Report for the month of August 2025.

STAFF RECOMMENDATION

Accept the Disbursements Report for the month of August 2025.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. August Revenue Report 2025
2. Cash & Investments Balances - August 2025
3. Disbursement Report - August 2025
4. Major Expenditures Report August 2025

RECEIPTS REPORT FOR AUGUST 2025

FUND NAME		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	346,188.84	117,506.23	91,996.21	88,886.00	146,049.96	19,086.56	315,253.09	42,635.27	1,885.00	5,032.54	1,174,519.70
105	STREETS	458,047.85	0.00	0.00	0.00	0.00	0.00	0.00	1,036.20	0.00	0.00	459,084.05
120	RECREATION AND CULTURE	0.00	0.00	25.00	0.00	72,559.66	0.00	0.00	252.74	1,025.00	-23.17	73,839.23
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	9,068.75	0.00	0.00	0.00	0.00	0.00	0.00	9,068.75
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00
220	WATER	0.00	0.00	0.00	0.00	903,684.06	0.00	2,045.40	0.00	0.00	0.00	905,729.46
230	SEWER	0.00	0.00	0.00	0.00	715,875.66	0.00	1,745.99	239.18	0.00	0.00	717,860.83
235	STORMWATER	0.00	0.00	0.00	0.00	50,409.72	0.00	0.00	0.00	0.00	0.00	50,409.72
240	SANITATION	0.00	0.00	0.00	0.00	500,032.46	0.00	0.00	0.00	0.00	0.00	500,032.46
290	FLEET	0.00	0.00	0.00	0.00	80,770.26	0.00	0.00	0.00	0.00	0.00	80,770.26
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,456.59	0.00	0.00	6.72	0.00	0.00	139,463.31
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	1,800.00	0.00	0.00	0.00	27,840.40	0.00	0.00	0.00	29,640.40
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	2,809.52	0.00	0.00	0.00	2,809.52
590	BOND & INTEREST	47,144.48	0.00	0.00	0.00	0.00	0.00	2,495.53	0.00	0.00	0.00	49,640.01
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		851,381.17	117,506.23	93,821.21	97,954.75	2,608,838.37	19,086.56	352,189.93	44,170.11	2,910.00	5,009.37	4,192,867.70

City of Moscow
Cash and Investments
Balances as of 8/31/2025

Fund	Year to Date Balance
General Fund	\$ 7,470,823.81
Street Fund	\$ 3,240,914.65
Recreation & Culture	\$ 1,816,586.94
MSDCP	\$ 150,995.50
1912 Fund	\$ 35,227.25
Transit Center	\$ 26,130.51
Water Fund	\$ 3,463,802.27
Sewer Fund	\$ 4,248,209.93
Stormwater Fund	\$ 590,289.06
Sanitation Fund	\$ 2,740,892.73
Fleet	\$ 5,541,171.96
Information Systems	\$ 3,014,989.47
Water Capital	\$ 8,661,470.72
Sewer Capital	\$ 25,930,847.04
Stormwater Capital	\$ 291,706.08
Capital Projects	\$ 17,075,960.09
Sanitation Capital	\$ 11,022,072.75
LID Construction	\$ 220.21
Hamilton	\$ 795,494.96
Bond & Interest	\$ 570,581.63
LID Funds	\$ 2,967.73
Payroll Service	\$ 1,161,113.77
Total Cash & Investments	\$ 97,852,469.06

DISBURSEMENTS REPORT FOR AUGUST 2025

DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		8/6/2025	8/13/2025	8/20/2025	8/27/2025	8/13/2025	8/6/2025	8/18/2025	8/8/2025	8/22/2025	
BATCH #		AP 8.6.2025	AP 8.13.2025	AP 8.20.2025	AP 8.27.2025	AP 8.8.2025 AP 8.22.2025	AP 8.6.2025 AP 8.13.2025 AP 8.13.2025	AP 8.18.2025	PR 151-152-153	PR 154	
CHECK #'s		113531-113591	113592-113674	113675-113740	113741-113807	August's CC ACH's	August's ACH's	113645	21670-21671	21672-21673	
Fund #											
	ACH for Wells Fargo to be Imported										0.00
101	GENERAL	23,209.59	18,787.04	8,201.55	24,176.37	26,601.26			383,564.60	393,669.05	878,209.46
105	STREETS	38,291.47	5,799.91	44.99	12,069.34	862.70			29,963.66	31,387.30	118,419.37
120	RECREATION AND CULTURE	39,261.60	8,790.19	11,700.36	2,909.20	7,141.63		(22.05)	131,145.34	128,865.90	329,792.17
121	MSD COMM. PLAY FIELDS	4,559.73							2,267.84	2,109.09	8,936.66
123	1912 CENTER			10,750.00							10,750.00
128	TRANSIT CENTER	1,561.02	76.82	65.47	36.39						1,739.70
220	WATER	48,686.36	10,537.90	31,723.03	8,332.36	871.25	134,099.70		57,530.40	56,619.69	348,400.69
230	SEWER	22,888.06	14,890.62	27,182.57	16,913.65	4,707.95	21,488.37		56,905.99	58,438.29	223,415.50
235	STORMWATER	1,347.31	5,408.97	130.17	467.12	807.54		(127.22)	18,897.48	19,970.70	46,902.07
240	SANITATION		135,537.06	143.45			189,832.70		9,338.23	4,014.36	338,865.80
290	FLEET	1,078.84	612,277.50	19,974.37	5,228.22	262.38			12,177.17	15,399.99	666,398.47
295	INFORMATION SYSTEMS		24,875.00	15,040.11	29.51	7,307.03			17,131.89	17,808.68	82,192.22
320	WATER CAPITAL PROJECTS	162,746.56			3,897.50						166,644.06
330	SEWER CAPITAL PROJECTS	20,906.55	96,540.62	4,230.00	25,834.40						147,511.57
335	STORMWATER CAPITAL PROJECTS										0.00
340	SANITATION CAPITAL PROJ										0.00
350	CAPITAL PROJECTS	317,750.07	7,959.34								325,709.41
355	LID CONSTRUCTION										0.00
380	HAMILTON - PARKS & REC										0.00
590	BONDS & INTEREST										0.00
	TOTAL	682,287.16	941,480.97	129,186.07	99,894.06	48,561.74	345,420.77	(149.27)	718,922.60	728,283.05	3,693,887.15

Major Expenditures for August 2025

	<u>Professional Service</u>		<u>Sanitation</u>		<u>Utilities</u>
Bowman Consulting Group, LTD.	\$ 9,382.50	Finley Buttes Landfill	\$ 135,032.34	Avista Utilities	\$ 94,166.14
Professional services for water and sewer rate study		MSW Transport & Disposal - July 2025		July 2025	
IIA Lifting Services, Inc.	\$ 2,568.36	Latah Sanitation (ACH Payment)	\$ 211,321.07	Total: \$	94,166.14
Ground ladder inspection #5-28		Monthly LSI Billing for July 2025			
IIA Lifting Services, Inc.	\$ 3,017.02	Total: \$	346,353.41		
Sewer plant ladder inspections (Facility and vehicles)		<u>Supplies</u>		<u>Payroll</u>	\$ 1,447,205.65
Kenworth Sales Company	\$ 9,540.60	Consolidated Supply Co.	\$ 2,562.05		
Diagnose/Repair Stop engine light on #5-26 (Fire)		Meter setters for new installs		<u>Contractual Payments</u>	
Motorola Solutions, Inc.	\$ 24,875.00	Geveko Markings, Inc.	\$ 7,947.50	Moscow Volunteer Fire Department	\$ 1,750.00
Watchguard Evidence Library cloud software and storage		Thermoplastic Pavement Marking		Humane Society of the Palouse	\$ 4,846.24
Some Random, LLC	\$ 4,295.00	Horizon	\$ 6,136.67	Gallagher Benefit Services	\$ 3,333.53
Customer paid for 1" water meter, but only needed 5/8" water meter. Credited difference in cost.		Shop Irrigation Inventory		Heart of the Arts, Inc.	\$ 10,750.00
Cherle Patricia Poulson	\$ 4,006.47	J.R. Simplot Company	\$ 10,735.00	HRA Veba Trust- Sick leave payout	\$ 2,897.54
Tone and Stretch Summer 2025 June 6 - August 4. April, May, June Spotify		Chemicals for Turf		Department of Environmental Quality	\$ 134,099.70
FBI Command College	\$ 3,600.00	Motley-Motley, Inc.	\$ 4,794.33	Total: \$	157,676.81
Captain Sieverding & Sergeant Thueson: FBI Command College Tuition and Housing (\$1800 each)		Hot mix asphalt			
GG Gutters, Inc.	\$ 6,446.28	Uniform2Gear, Inc.	\$ 5,929.27	<u>ACH Wells Fargo</u>	
Janitorial Service - September 2025		Vests for Thueson, Nunes, Warner and Struble		Commercial Card Expense - August 1st	\$ 16,693.56
Summit Utility Contractors, LLC	\$ 2,756.00	W.M. Smith and Associates, Inc.	\$ 7,425.20	Commercial Card Expense - August 8th	\$ 9,599.08
Summit Utility Contractors LLC (INV 9728) - Fiber crew to fix squirrel damage		SP Acid Rite		Commercial Card Expense - August 15th	\$ 6,547.14
D P Dunlap Construction, LLC	\$ 7,040.00	Oxarc, Inc.	\$ 4,454.06	Commercial Card Expense - August 22nd	\$ 15,721.96
NE Corner Idaho Ave and Elm St pedestrian ramp replacement		Chlorine and SO2		Total: \$	48,561.74
Salt Lake Whole Sports	\$ 6,176.00	CHS, Inc.	\$ 18,300.00		
Salt Lake Wholesale Sports, Simuniton order for training rounds		Unleaded fuel		<u>Capital Outlay-Buildings</u>	
Total: \$	83,703.23	Consolidated Supply Co.	\$ 3,963.79	Geoprofessional Innovation Corporation	\$ 7,540.50
		Parts for water line maintenance		Moscow City Shop - GeoProfessional Innovations Task Order No. 5 - May-July 2025	\$ 319,545.54
		Dell Marketing, L.P.	\$ 11,016.20	Wellens General Contractor	
<u>Capital Outlay-Improvement</u>		Dell Pro Rugged Laptops		City Shop Pay Application #5	
Accelerated Construction	\$ 145,291.10	Phillip R. Stradley	\$ 3,373.30	Total: \$	327,086.04
Pay App #2 for the Camas Street Water Main Project 2025		Clarifier Amp Switch			
Design West Architects	\$ 3,350.00	Spence Glass LLC	\$ 9,947.00	<u>Capital Outlay</u>	
East City Park Stage Replacement Design Services July 2025 - Design Update & Outreach Phases		Window replacements at the Pump House		Devout Excavation, LLC	\$ 96,540.62
Motley-Motley, Inc.	\$ 25,676.04	Univar USA, Inc.	\$ 9,495.13	Pay App #2 for the Alley W. of Main Street Sewer Project 2025	
Pay App #2 for the White Avenue Pavement Restoration Project Motley-Motley - RETAINAGE		Wrf Micro 2		Consolidated Supply Co.	\$ 4,876.64
HMH Engineering	\$ 4,094.71	Univar USA, Inc.	\$ 9,495.13	Meter box replacements for meter change outs	
Progress Report #6 North Mtn View Pedestrian Improvements Project		Carbo Micro		Consolidated Supply Co.	\$ 7,770.54
J-U-B Engineers, Inc.	\$ 4,230.00	Arrow Construction Supply, Inc.	\$ 9,317.66	Meter box replacements for change outs	
WRF Facility Improvements - IPS Replacement - TO#25 July 2025		Supplies for Hot Mix and Crack Filling		Total: \$	109,187.80
Ardurra Group, Inc.	\$ 25,834.40	Oxarc, Inc.	\$ 4,454.06		
Palouse Mall Lift Station - Professional Services for July 2025 - Tasks 1, 2/3, 8, 12		Chlorine, and so2			
GeoProfessional Innovation, Corp.	\$ 3,897.50	Thatcher Company of Montana	\$ 9,935.04		
General Testing for the Camas Street Water Main Replacement Project		Aluminum Sulfate			
Total: \$	212,373.75	Total: \$	139,281.39	Total: \$	109,187.80
		<u>Minor Equipment</u>			
<u>Capital Outlay-Vehicles</u>		Spence Sales & Service	\$ 5,015.88		
SWS Equipment	\$ 584,194.36	Cordless Trimmer, Cordless backpack blower and Cordless Lawn Mower			
New Vaccon truck #1-26		L.N. Curtis & Sons	\$ 8,485.50		
\$	584,194.36	SCBA bottles 6/10			
		Total: \$	13,501.38		
		Major Expenditures	\$ 3,563,291.70	96%	of the total expenditures of
					\$3,693,887.15
Large Expenditures					
Accelerated Construction	\$ 145,291.10	Department of Environmental Quality	\$ 134,099.70		
Pay App #2 for the Camas Street Water Main Project 2025		Drinking Water Loan #DW1406F (2024)			
Motley-Motley, Inc.	\$ 25,676.04	Wellens General Contractor	\$ 319,545.54		
Pay App #2 for the White Avenue Pavement Restoration Project Motley-Motley - RETAINAGE		City Shop Pay Application #5			
SWS Equipment	\$ 584,194.36	Devout Excavation, LLC	\$ 96,540.62		
New Vaccon truck #1-26		Pay App #2 for the Alley W. of Main Street Sewer Project 2025			
		Large Expenditures total: \$	1,305,347.36		

COMMITTEE / CITY COUNCIL STAFF REPORT



DATE: Monday, September 8, 2025

AGENDA ITEM TITLE

Moscowberfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

Cody Riddle, Deputy City Supervisor - Community Development

DESCRIPTION

The Moscow Chamber of Commerce + Visitor Center is hosting their annual Moscowberfest on Saturday, October 4th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This event is now in its fifth year and is stylized in the spirit of fall folk festivals. The applicant anticipates no more than six (6) licensed beer and/or wine vendors, a variety of food trucks, trailers, and tents, and up to eleven (11) vendors facilitating street games, activities, and competitions. The event has been reviewed and approved as of August 25, 2024. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, the Moscow Chamber of Commerce + Visitor Center 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

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of Moscowberfest for the duration of the event.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2025 - Entertainment District Beer and Wine_Moscowberfest_20251004_final

RESOLUTION NO. 2025-

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, The Moscow Chamber of Commerce + Visitor Center (hereinafter “the Event Sponsor”) desires to have its sponsored event, Moscowberfest (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 MOSCOWBERFEST:

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 4th day of October, 2025, from 4 p.m. to 8 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 six (6) 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/or wine is being served during the Permitted Event. The Chief of Police shall make the determination of whether law enforcement officers are required and in the event the Chief of Police approves the use of a private security firm, the Event Sponsor shall obtain written permission for use of said private security firm by the Chief of Police or designee.
8. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendors will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division a finalized site map which shall be drawn to show the location, dimension of, and relative distance between the following within The Entertainment District: (a) the beer and 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 Administrator – Community Development or their 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 readily identifiable container not more than sixteen ounces (16 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 p.m. and 8 p.m. local time on the 4th day of October, 2025, during the Permitted Event.
10. Beer and wine shall be consumed only within The Entertainment District between the hours of 4 p.m. and 8 p.m. local time on the 4th day of October, 2025, 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	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
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 _____, 2025.

Arthur D. Bettge, Mayor

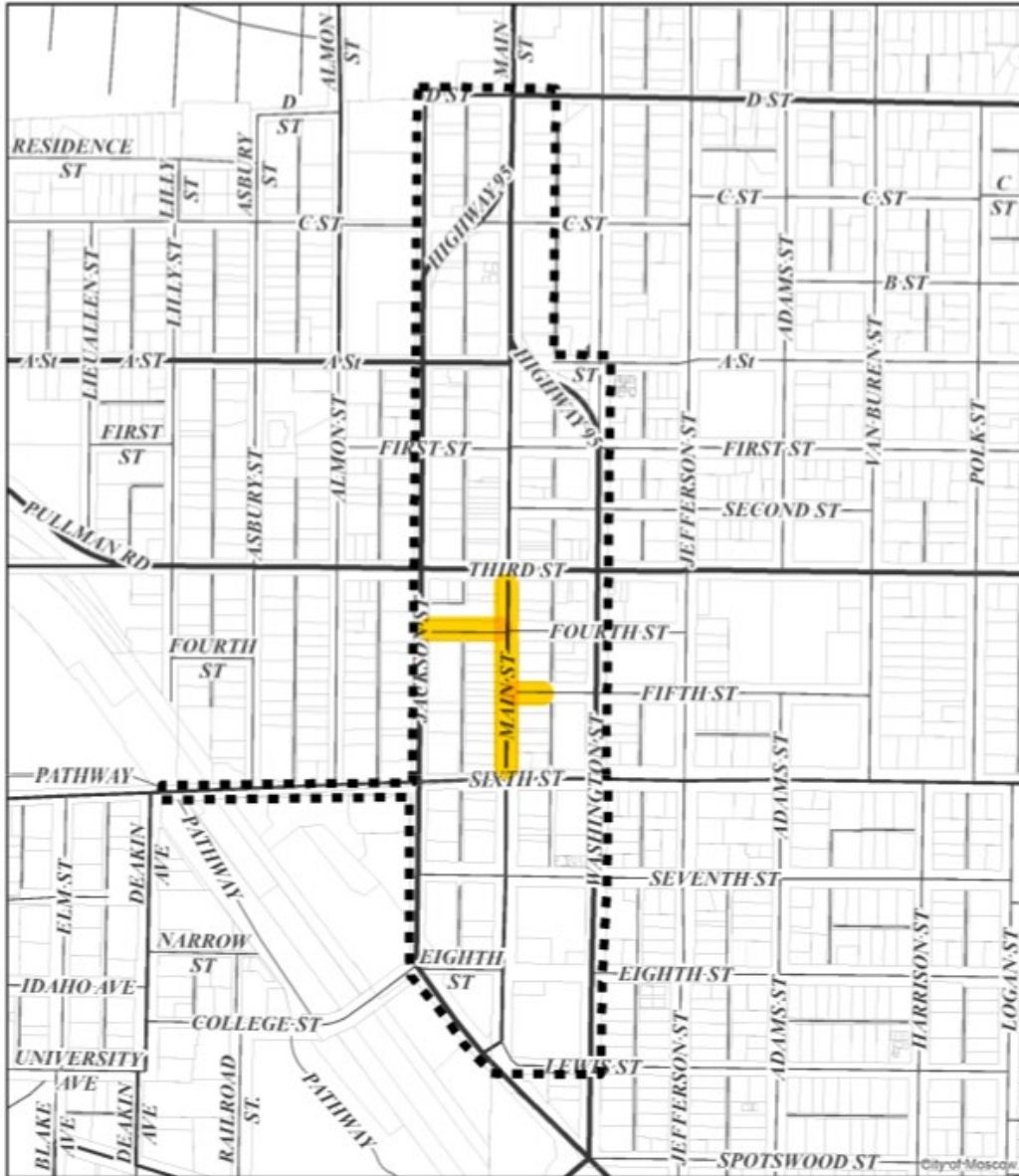
CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2025 and attest to the Mayor’s signature.

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 Title 10, Chapter
17, Section 17-4, event applications for regular or recurring events must be submitted at least sixty (60) days and not more
than one hundred eighty (180) days before the proposed date of the event. Event applications for single, non-recurring
events must be submitted at least ten (10) days and not more than one hundred eighty (180) days before the proposed
date of the event.

Events with alcohol are to be submitted at least two (2) months prior to the event date to allow for adequate review and
presentation to Administrative/Public Works and Finance Committee and City Council. Administrative/Public Works and
Finance 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. Please note this form and the information provided
by you on this form is a public record pursuant to the Idaho Public Records Act under Title 74, Chapter 1 of the Idaho
Code.

- 1. Name of Event: Moscowberfest
2. Event Date(s): October 4th, 2025
3. Event Location: Main Street, from 3rd to 6th
4. Are you requesting a street closure for Event? Yes (checked) No

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

Main Street from 3rd to 6th

- 5. Do you require parking restrictions for the Event? Yes No (checked)

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

No parking on main street.

- 6. Street Closure set-up/Load-in time: 2:00 p.m. Event(s) Start time: 4:00 p.m.

- 7. Event(s) End time: 8:00 p.m. Street Closure take-down/Load-out time: 9:00 p.m.

- 8. Is this a recurring Event (i.e. every 1st Thurs. or every Sat. May thru Oct.)? Yes No (checked)
9. Is this an annual Event? Yes (checked) No
10. Are you planning on having refreshments and/or food? Yes (checked) No

City of Moscow Community Events Division
EVENT APPLICATION



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

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

Yes (continue to Q.12)

No (skip to Q.14)

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

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

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

Yes (continue to Q.13)

No (skip to item B.)

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

Yes (see item A.)

No (skip to item B.)

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

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

City of Moscow Community Events Division
EVENT APPLICATION



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

- Include the location and estimated size of the beer garden on Event Site Map. Please note: barricades required for beer gardens are 8' in length.
- Complete and submit a Barrier Use Contract with this application.
- Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- Be present at City of Moscow Administrative/Public Works and Finance 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 be having a live band with typical sound equipment.

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:
About 20 vendors and 1,500 participants

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

17. Do you plan on using any designated public facilities or infrastructure for the Event? Yes No
If yes, list public facilities or infrastructure (i.e. public restrooms, picnic shelters, stages, etc.).

City of Moscow Community Events Division
EVENT APPLICATION



Friendship Square bathrooms please and thank you.

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.

Standard rinse and repeat of last year.

20. Organization Sponsoring Event: Moscow Chamber of Commerce + Visitor Center
21. Organization Address: 411 S Main Street
22. Organization Officers/Authorized Representatives: _____
23. Individual Responsible for Event Organization: Noelle Borkowski
24. Individual's Address: _____
25. Individual's Day, Message, or Cell Phone Number: 208-997-8124
26. Individual's E-mail: marketing@moscowchamber.com
27. City reserves the right to alter your route if the City determines the proposed route will require significant City services and/or severely limit transit opportunities in high traffic areas. Applicant understands and agrees that the City is reserving that right? If answers no, application may be denied. Yes No
28. **Submit a Site Map with this application.** Event Applications without a Site Map will not be processed. Details on a Site Map may include but are not limited to locations of desired street closures, walking routes, assembly points, start and finish points, locations of food and beverage vendors, stages, service areas, etc. A blank map of downtown Moscow is available on page 7.
29. **Residential Neighborhood Block Parties:** Provide Proof of Insurance (Requirement may be waived at Discretion of City).
30. **All other Event Types (except Public Assembly):** Provide Proof of Insurance (Required – Certificate of Insurance must include the City of Moscow as an Additional Insured and list \$500,000 as the minimum amount of general liability or \$1,000,000 if alcohol is included.)

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): October 4, 2025 Begin time: 4:00 p.m. End time: 8:00 p.m.

Event Location: Main Street, from 3rd to 6th

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: _____

Describe the event: Bavarian themed block party.

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

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

Person responsible for Group or Organization: Noelle Borkowski

Requesting Person's Address: 411 S. Main Street

Phone Number: 208-882-1800 Email Address: marketing@moscochamber.com

Daytime phone number is required

Permits will be returned by email unless otherwise requested

Responsible person available **AT AND DURING** this event: Noelle Borkowski

Cell- or contact-phone during event. 208-997-8124

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. Please note that this form and the information you provide on this form is a public record pursuant to the Idaho Public Records Act under Title 74, Chapter 1 of the Idaho Code. 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: *Noelle Borkowski* Date: 8/5/2025

APPROVED DENIED

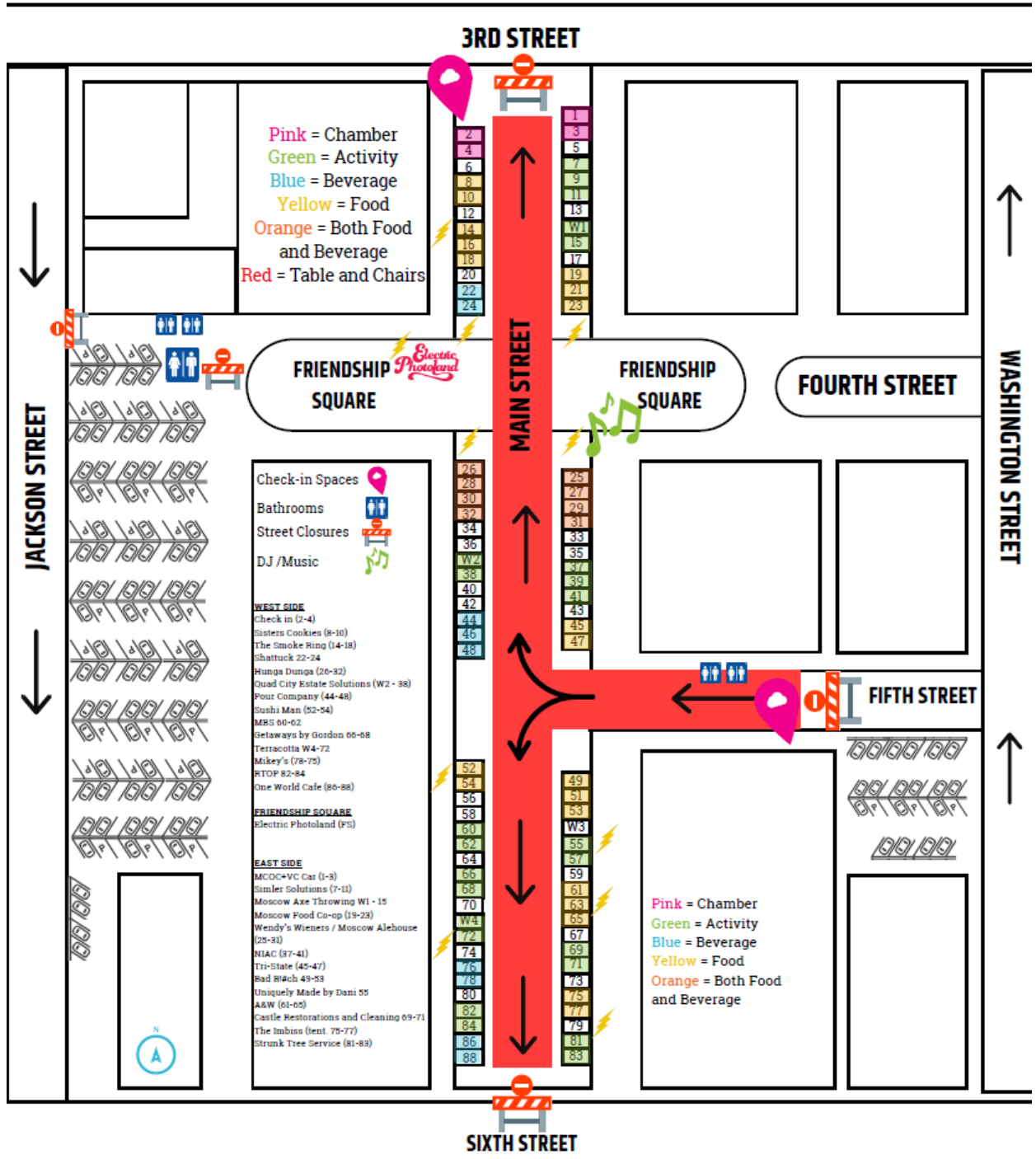
Date permit valid: 10/4/2025 Hours permit valid: 4pm - 8pm

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

Other Conditions: _____

William Duff

Police Chief or Designee (208) 883-7054







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/2/2025

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 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 207 S Main Street PO Box 8984 Moscow ID 83843		CONTACT NAME: Amanda Nelson PHONE (A/C, No, Ext): (208) 882-2814 E-MAIL ADDRESS: amtroy@troyins.com FAX (A/C, No): (208) 743-3542	
INSURED Moscow Chamber of Commerce 411 South Main St Moscow ID 83843		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Compe INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2025-2026 LIABILITY REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	NBP1563070	1/30/2025	1/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ Liquor Liability \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			NBP1563070	1/30/2025	1/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ Included in CGL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			CUP1567801	1/30/2025	1/30/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks 3 schedule, may be attached if more space is required)
CITY OF MOSCOW IS LISTED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY REFERENCED ABOVE WHERE REQUIRED BY WRITTEN CONTRACT FOR THE FOLLOWING EVENTS:

MOSCOW WINTERFEST, FEBRUARY 2025
CAMP MOSCOWANNA, JUNE 2025
MOSCOWBERFEST, AUGUST 2025
ALL EVENTS TAKING PLACE IN THE CITY OF MOSCOW, IDAHO 83843.

CERTIFICATE HOLDER CITY OF MOSCOW 206 E 3RD ST MOSCOW, ID 83843	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Amanda Nelson/AMNELS <i>[Signature]</i>
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Community Events Division Event Application Review

Moscowberfest

10/04/25 4-8pm

Event Name

Date(s)/Time(s)

DEPARTMENT/DIVISION DESIGNEE

EVENT(S) APPROVED/DENIED

Holly T. Hoff
HOFF, HOLLY T. / 2013-2014

Moscow Police Department

Officer presence required?

Yes No N/A

Officers available?

Approve Deny
 Yes No N/A

Dan Ellinwood
ELLINWOOD, DAN / 2014-2015

Moscow Volunteer Fire Department

Approve Deny

David Schott
SCHOTT, DAVID / 2015-2016

Parks and Recreation Department

Approve Deny

Kyle Rainer
RAINER, KYLE / 2016-2017

Community Development-Engineering Division

Approve Deny

Ty Thompson
THOMPSON, TY / 2017-2018

Public Works-Environmental Services Division

Approve Deny

Steve Schulto
SCHULTO, STEVE / 2018-2019

Public Works-Streets Department

Street closure required?

Yes No N/A

ITD permit required?

Yes* No N/A

*Application will remain pending until ITD grants applicant a permit

Time of street closure? 2 pm

9 pm

Fees? \$159.00

Start End

Daytime Nighttime

[Signature]

City Clerk/Deputy City Clerk



CITY OF MOSCOW

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

PERMIT NUMBER: CE2025-25

EVENT DATE: Saturday October 4, 2025

EVENT TIME: 4 pm – 8 pm

THIS IS TO CERTIFY THAT
Moscow Chamber of Commerce + Visitor Center
Moscowberfest
Noelle Borkowski
411 S. Main St.
Moscow, ID 83843

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

PERMIT TYPE: Community Event with Alcohol

PERMIT LOCATION: Downtown Moscow, Main Street between 6th and 3rd Streets, including 5th St. to Alley

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

ISSUED THIS ____ DAY OF _____, 2025

(SIGNATURE OF LICENSEE)

DATE

(SIGNATURE OF STAFF)

DATE

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: Moscowberfest Event Date(s): 10/04/2025

Event Location: Main St, 3rd to 6th, 5th to alley, and Jackson North parking lot lane.

Event Start time: 4:00 p.m. Event End time: 8:00 p.m.

Individual responsible per Event Application/Parks Reservation: Noelle Borkowski

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.

07/16/2025

Signature of Individual responsible for Event

Date

Date Received: 8/6/2025

Date non-refundable fee paid: _____

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 8, 2025



AGENDA ITEM TITLE

Modest Music Fest Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

Cody Riddle, Deputy City Supervisor - Community Development

DESCRIPTION

Humble Burger is celebrating ten (10) years as a brick & mortar with the revival of their Modest Music Fest on Saturday, September 27th, from 4:30 pm to 9 pm on Main Street between 5th and 6th Streets. The applicant will also serve as the only licensed beer and/or wine vendor, hosting several stages with live music. The event has been reviewed and approved as of August 27, 2024. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Humble Burger 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

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of Modest Music Fest for the duration of the event; or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of Modest Music Fest for the duration of the event.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2025 - Entertainment District Beer_Modest Music Fest_20250927_final

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND EXEMPTION TO THE OPEN CONTAINER PROHIBITION IN 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 prohibits any person from selling, serving, giving away, dispensing, consuming or carrying any beer 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, Humble Burger (hereinafter “the Event Sponsor”) desires to have its sponsored event, Modest Music 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 and highlight local, regional, and independent bands and musicians; and

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

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

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

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

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

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of the Event Sponsor or of the Permitted Event, 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 DURING MODEST MUSIC FEST:

Intent:

This Resolution is intended to allow the sale and consumption of beer only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 27th day of September, 2025, from 4:30 p.m. to 9:00 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the licensed vendor has current, paid up, off-premise 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. The Event Sponsor shall be the only licensed vendor selling beer at the Permitted Event.
2. The Event Sponsor, as 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.

3. The name, address, telephone number, alcohol license permit number of the Event Sponsor, as the licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the Community Events Division no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell beer.
4. 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.
5. The Event Sponsor shall provide at least two (2) persons to check proper identification for those who shall be sold beer during the Permitted Event. These persons shall be clearly identified and shall be stationed at a central identification checking station where they shall issue one (1) wristband per individual twenty-one (21) years of age or older.
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 is being served during the Permitted Event. The Chief of Police shall make the determination of whether law enforcement officers are required and in the event the Chief of Police approves the use of a private security firm, the Event Sponsor shall obtain written permission for use of said private security firm by the Chief of Police or designee.
7. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the Event Sponsor, as the licensed vendor, will sell beer, the Event Sponsor shall deliver to the Community Events Division a finalized site map which shall be drawn to show the location, dimension of, and relative distance between the following within The Entertainment District: (a) the beer sales area; and (b) the boundaries where the beer shall be consumed. Said site design and any subsequent alterations shall be approved in writing by Moscow Deputy City Administrator – Community Development or their designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer 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 other than within the area designated for beer 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.
5. All beer shall be dispensed in and consumed from the designated Event container. Such container shall be 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 sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.
9. Beer shall be sold only within the designated area in The Entertainment District only between the hours of 4:30 p.m. and 9:00 p.m. local time on the 27th day of September, 2025, during the Permitted Event.
10. Beer shall be consumed only within The Entertainment District between the hours of 4:30 p.m. and 9:00 p.m. local time on the 27th day of September, 2025, 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 Event Sponsor as the licensed vendor 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	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
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 _____, 2025.

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 _____, 2025 and attest to the Mayor’s signature.

Laurie M. Hopkins, City Clerk

DRAFT

Attachment "B"

City of Moscow Community Events Division EVENT APPLICATION



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

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

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

Events with alcohol are to be submitted at least two (2) months prior to the event date to allow for adequate review and presentation to Administrative/Public Works and Finance Committee and City Council. Administrative/Public Works and Finance 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. Please note this form and the information provided by you on this form is a public record pursuant to the Idaho Public Records Act under Title 74, Chapter 1 of the Idaho Code.

1. Name of Event: Modest Music Fest
2. Event Date(s): 9/27/25
3. Event Location: 509 S. Main
4. Are you requesting a street closure for Event? Yes No

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

Main Street between 5th and 6th streets

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 after Farmers Market

6. Street Closure set-up/Load-in time: 2:30 pm Event(s) Start time: 4:30pm

7. Event(s) End time: 9pm Street Closure take-down/Load-out time: 9:30pm

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

City of Moscow Community Events Division
EVENT APPLICATION



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

We'll use our trash cans & dumpster located at 509 S. Main

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

Yes (continue to Q.12)

No (skip to Q.14)

All events with alcohol are required to have a Catering Permit.

This process is to be handled by your licensed alcohol Vendor.

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

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

Yes (continue to Q.13)

No (skip to item B.)

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

Yes (see item A.)

No (skip to item B.)

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

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

City of Moscow Community Events Division
EVENT APPLICATION



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

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

6 x RCF HDL6A Line arrays (3 per side) and a dual 18" sub.
(speaker system)

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:

Hoping for 500 folks

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

17. Do you plan on using any designated public facilities or infrastructure for the Event? Yes No
If yes, list public facilities or infrastructure (i.e. public restrooms, picnic shelters, stages, etc.).

City of Moscow Community Events Division
EVENT APPLICATION



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 plan is to re-start Mod Fest as a single concert on Main Street and have six local bands play from 5pm - 9pm. We'll serve beer and cider alongside food out of Humble Burger. It's our 10th anniversary as a brick-and-mortar restaurant!

20. Organization Sponsoring Event: Humble Burger
21. Organization Address: 509 S. Main
22. Organization Officers/Authorized Representatives: Nate Wolff & Hannah Wolff
23. Individual Responsible for Event Organization: Nate Wolff
24. Individual's Address: 1111 Four Mile Rd, Viola
25. Individual's Day, Message, or Cell Phone Number: 503-853-3376
26. Individual's E-mail: Nate@humbleburger.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: Nate Wolff

DATE: 8/20/25

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>.

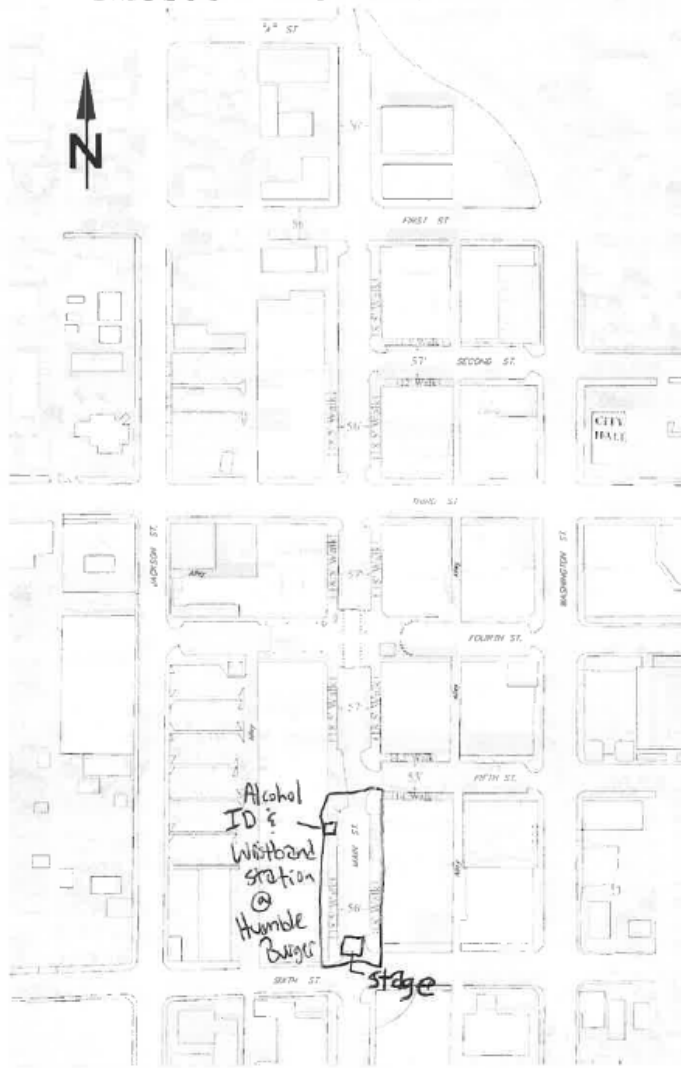
FOR OFFICE USE ONLY

<input type="checkbox"/> Community Event without alcohol	<input checked="" type="checkbox"/> Community Event with alcohol	<input type="checkbox"/> Street Parade Event
<input type="checkbox"/> Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)	<input type="checkbox"/> Public Assembly – no fee (march, picket, rally, demonstration, etc.)	<input type="checkbox"/> Residential Neighborhood Block Party Event
Date App Rec'd: <u>8/21/25</u>	Fees Due: <u>\$40 event permit; \$148 street closure; \$100 alcohol permit</u>	City Clerk: _____

City of Moscow Community Events Division
EVENT APPLICATION



Moscow Downtown Area





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2025

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 Jamie Knudson 311 E Veatch Moscow ID 83843	CONTACT NAME: Jamie Knudson PHONE (A/C, No, Ext): 208-882-8921 E-MAIL ADDRESS: jamie.knudson.r5em@statefarm.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State Farm Fire and Casualty Company	NAIC # 25143
INSURED HUMBLE BURGER LLC 509 S MAIN ST MOSCOW ID 838432917	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	93-BW-M287-6	02/04/2025	02/04/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER CITY OF MOSCOW 206 E 3RD ST MOSCOW ID 83843	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE This form was system-generated on: 08/28/2025
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ACORD 25 (2016/03)

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1001486 2005 155279 205 01-10-2023

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): 9/27/25 Begin time: 4:30 pm End time: 9:00 pm

Event Location: Main street between 5th Street and 6th street

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

Alcoholic Beverages Available No Yes - Purchaser: Humble Burger
(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: Resolution Horse & Bart Budwig

Describe the event: Outdoor concert on main street with food and drinks by Humble Burger

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

Name of requesting person/Group/Organization: Humble Burger

Person responsible for Group or Organization: Nate Wolff

Requesting Person's Address: 1111 Four Mile Rd. Viola

Phone Number: 503-853-3376 Email Address: Nate@humbleburger.com
Daytime phone number is required *Permits will be returned by email unless otherwise requested*

Responsible person available **AT AND DURING** this event: Nate Wolff

Cell- or contact-phone during event. 503-853-3376

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. Please note that this form and the information you provide on this form is a public record pursuant to the Idaho Public Records Act under Title 74, Chapter 1 of the Idaho Code. 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: Nate Wolff Date: 8/20/25

APPROVED DENIED

Date permit valid: 9/27/2025 Hours permit valid: 4:30pm - 9pm

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

Other Conditions: _____

[Signature]
Police Chief or Designee (208) 883-7054



Community Events Division Event Application Review

Modest Music Fest

09/27/25 4:30-9pm

Event Name

Date(s)/Time(s)

DEPARTMENT/DIVISION DESIGNEE

EVENT(S) APPROVED/DENIED

William Duff

Moscow Police Department

Officer presence required?

Yes No N/A

Officers available?

Approve Deny
 Yes No N/A

Dan Ellinwood

Moscow Volunteer Fire Department

Approve Deny

David Schott

Parks and Recreation Department

Approve Deny

Kyle Rainer

Community Development-Engineering Division

Approve Deny

Ty Thompson

Public Works-Environmental Services Division

Approve Deny

Steve Schulte

Public Works-Streets Department

Street closure required?

Yes No N/A

ITD permit required?

Approve Deny
 Yes* No N/A

*Application will remain pending until ITD grants applicant a permit

Time of street closure?

2:30 Start 9:30 End

Fees? \$148.00

Daytime Nighttime

Amanda Reyes

City Clerk/Deputy City Clerk



CITY OF MOSCOW

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

PERMIT NUMBER: CE2025-26

EVENT DATE: Saturday September 27, 2025

EVENT TIME: 4:30 pm – 9 pm

THIS IS TO CERTIFY THAT
Humble Burger LLC
Modest Music Fest
Nate Wolff
509 S. Main St.
Moscow, ID 83843

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

PERMIT TYPE: Community Event with Alcohol

PERMIT LOCATION: Downtown Moscow, Main Street between 5th and 6th Streets

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

ISSUED THIS ____ DAY OF _____, 2025

(SIGNATURE OF LICENSEE)

DATE

(SIGNATURE OF STAFF)

DATE

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: Modest Music Fest Event Date(s): 9/27/25

Event Location: Main Street between 5th Street and 6th Street.

Event Start time: 4:30pm Event End time: 9pm

Individual responsible per Event Application/Parks Reservation: Nate Wolff

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.

Nate Wolff

Signature of Individual responsible for Event

8/20/25

Date

Date Received: 8/21/25

Date non-refundable fee paid: _____

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 8, 2025



AGENDA ITEM TITLE

Humane Society of the Palouse Services Agreement Renewal (ACTION ITEM) - Anthony Dahlinger

RESPONSIBLE STAFF

Anthony Dahlinger, Police Chief

ADDITIONAL PRESENTER(S)

Anthony Dahlinger, Police Chief

DESCRIPTION

The City of Moscow's current agreement for services with the Humane Society of the Palouse (HSOP) ends September 30, 2025. The new agreement would commence on October 1, 2025, and is to be in effect for three years. The HSOP provides care and custody of dogs that are impounded by the Moscow Police Department or citizens after being found running at large or for other violations of city code. The updated agreement increases the annual compensation from \$59,899 to \$63,147 to account for Consumer Price Index increases that have outpaced the Agreement's 3% annual escalator. In addition, the agreement now allows the HSOP to place dogs being held for more than 30 days to be placed in temporary foster care with the approval of the Chief of Police, increases the extraordinary veterinary care limit when the City would be responsible for costs from \$100 to \$300, and adds a requirement for the City to compensate the HSOP for City directed impound of animals other than dogs or cats when there is no other option for the care and safety on the animals at the rate of \$10 per day.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Agreement for Services with the Humane Society of the Palouse, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Agreement for Services with the Humane Society of the Palouse.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Agreement for Services - Humane Society of the Palouse_final

**AGREEMENT FOR SERVICES BETWEEN
CITY OF MOSCOW, IDAHO AND
THE HUMANE SOCIETY OF THE PALOUSE**

THIS AGREEMENT FOR SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND THE HUMANE SOCIETY OF THE PALOUSE (hereinafter “Agreement”) is made this ____ day of _____, 2025, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”) and the Humane Society of the Palouse, Inc., a non-profit corporation of the State of Idaho, PO Box 8847, Moscow, Idaho, 83843 (hereinafter “HSOP”).

WHEREAS, pursuant to its police power, CITY has enacted ordinances and procedures for the control of animals and welfare of animals within CITY limits; and

WHEREAS, CITY employs a full-time animal control officer for the enforcement of animal control ordinances; and

WHEREAS, CITY has constructed and owns an animal shelter facility (hereinafter "Facility") for the care of lost and stray dogs; and

WHEREAS, CITY lacks sufficient personnel to adequately staff and administer the operations of the Facility; and

WHEREAS, HSOP desires to provide staff and administrative personnel for the operations of the Facility; and

WHEREAS, City Council finds it to be in the best interests of the citizens of CITY to contract with HSOP to provide certain operational and administrative services for the Facility;

NOW, THEREFORE, the Parties to this Agreement, for and in consideration of the mutual covenants, promises, and stipulations contained herein, agree that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and as follows:

SECTION 1: HSOP’S RESPONSIBILITIES

For consideration provided by CITY, HSOP agrees to provide the following services:

- A. HSOP is hereby authorized to perform the day-to-day management and operation of the Facility and to operate such Facility consistent with CITY's obligations to provide animal control services and in accordance with best practices and to standards enumerated by the Humane Society of the United States, unless such standards are superseded by the specific provisions of this Agreement.
- B. HSOP shall provide impoundment and kennel services, including sustenance, necessary medical care and vaccinations for each animal delivered to the Facility by CITY or others authorized by CITY.

- C. HSOP shall impound each licensed or unlicensed dog placed at the Facility by CITY or others authorized by CITY, for a minimum period of ten (10) days, in order to allow sufficient time for the dog to be claimed by its owner, PROVIDED, that CITY may specify that the dog may be held for a longer or shorter period of time, for purposes including, but not limited to, quarantine or euthanization. In the event a dog being held long-term, which shall be defined as a period of time over thirty (30) days, HSOP may, with the approval of the Chief of Police and the HSOP Director, place the dog into temporary foster care pending adoption or criminal case disposition. After the applicable impoundment period has elapsed, the dog may be adopted, sold or euthanized according to the standards enumerated by the Humane Society of the United States, unless such standards are superseded by the specific provisions of this Agreement; however, the number of dogs held at the Facility shall not exceed maximum standards of occupancy in accordance with the Humane Society of the United States guidelines, PROVIDED that the Chief of Police may grant permission to exceed such limitations for specified periods of time to meet special circumstances. Such permission shall be made in writing. Nothing in this paragraph shall relieve HSOP of the obligation to take all licensed or unlicensed dogs brought to the Facility by CITY or others authorized by CITY.
- D. In the event that such dog is claimed by its owner, HSOP shall, prior to release of such dog to the owner:
1. Collect from such owner, if applicable, the fees as required by CITY, associated with such dog running at large;
 2. Collect from the owner any license fee for such dog as required by CITY;
 3. Issue a CITY license to all dogs adopted by CITY residents after the prescribed foster period, and shall collect the costs of such license from such resident within six (6) months after the adoption; and
 4. Collect from the owner any fees for the collection and care of such dog, as such fees are established from time to time by Resolution of the City Council.
- E. HSOP shall faithfully account to CITY for all CITY-assessed fees or other CITY moneys collected at the Facility. Such fees shall remain the property of CITY. HSOP may charge reasonable fees for adoption of animals, including boarding fees, which fees shall remain the property of HSOP.
- F. HSOP shall be responsible for the kennel services costs of animals donated or brought to the Facility. Kennel services costs shall include all costs of care of such animals, including, but not limited to food, kennel cleaning supplies, ordinary veterinary care, and grooming. CITY shall be responsible for extraordinary veterinary care of dogs brought to the Facility by CITY or others authorized by CITY, provided that HSOP shall, as a condition precedent, advise CITY of the necessity of such extraordinary veterinary care and obtain CITY approval for such extraordinary veterinary care. For purposes of this Section, "extraordinary veterinary care" shall be defined as veterinary care that is necessary to preserve the health of such dog and which exceeds three hundred dollars (\$300) in cost.

- G. HSOP shall be responsible for the costs of euthanization of any animals not brought to Facility by CITY or others as authorized by CITY.
- H. HSOP shall make detailed monthly reports to the Chief of Police detailing all services provided to CITY by HSOP. Such reports shall include, but not be limited to:
 - 1. The date animals are brought to the Facility, including the name or names of the person(s) bringing the animal into the Facility;
 - 2. The type of animal and description;
 - 3. The general facts and circumstances regarding such animal; and
 - 4. Documentation of CITY funds received by HSOP.
- I. HSOP may accept animals for sheltering requested by persons or entities other than CITY, but HSOP shall give first priority for sheltering of animals brought to the Facility by CITY or others authorized by CITY.
- J. HSOP and CITY shall use good public relations techniques and shall treat the public courteously in discharging services pursuant to this Agreement.
- K. HSOP shall recommend changes in CITY's policies, procedures or ordinances, if any, to the Chief of Police.

SECTION 2: CITY'S RESPONSIBILITIES

CITY agrees to provide the following services:

- A. Upon impoundment of licensed dogs brought to the Facility by CITY or others authorized by CITY, CITY shall immediately notify the owner thereof.
- B. Make recommendations to HSOP, when CITY deems it necessary, regarding the method of operation of the Facility, provided that CITY policy shall also be guided by the standards enumerated by the Humane Society of the United States, unless such standards are superseded by the specific provisions of this Agreement.
- C. Be responsible for the costs of euthanization of any animals brought to the facility by CITY personnel, or at the direction or by authorization of CITY, and for the disposal of such euthanized animals.
- D. CITY recognizes extraordinary circumstances may arise when CITY may seek to impound animals other than dogs (excluding cats) as a last resort when no other options exist for the care and safety of the animal(s). In these extraordinary circumstances, CITY will be

responsible for the costs of the housing and care of such animals at a rate of ten (\$10) dollars per day.

SECTION 3: FACILITY HOURS/ACCESS

HSOP shall provide public access to the Facility no less than four (4) hours per day, excluding Sundays and CITY recognized holidays. CITY shall have twenty-four (24) hour access to the Facility.

SECTION 4: BUILDING MAINTENANCE

A. CITY's Responsibilities

1. Be responsible for exterior maintenance of the Facility and major repairs to the Facility, including, but not limited to repair, maintenance or replacement of fixed building equipment, HVAC, roof and plumbing; and repair and replacement of sidewalks and water, sewer and irrigation lines appurtenant to the Facility. CITY shall also be responsible for painting the Facility;
2. Be responsible for water, sewer, electric, natural gas, and garbage services costs for the Facility; and
3. Be responsible for snow removal from the Facility parking lot.

B. HSOP's Responsibilities

1. Be responsible for performing general maintenance to the interior of the Facility, including but not limited to replacement of light bulbs, cleaning of carpets and other general janitorial and maintenance services;
2. Be responsible for mowing, weeding, irrigation, and general grounds maintenance;
3. Be responsible for telephone and/or communication service costs for the Facility;
4. Be responsible for snow removal from Facility sidewalks and walkways; and
5. It shall be the responsibility of HSOP to give prompt and timely notice to CITY of the occurrence of any conditions which are the responsibility of CITY to repair, maintain or replace by the terms of this Agreement. Failure of HSOP to give such notice, as soon as practicable, shall be deemed material and may be considered by CITY as a breach of this Agreement.

SECTION 5: NAME OF FACILITY

The name of the Facility shall be the Moscow City Animal Shelter and the Humane Society of the Palouse, Inc. The form of such signage shall be approved by City pursuant to input provided by HSOP.

SECTION 6: COMPENSATION

- A. For services rendered by HSOP pursuant to this Agreement, CITY shall pay to HSOP Sixty Three Thousand, One Hundred Forty-Seven Dollars (\$63,147.00) per annum for October 1, 2025 to September 30, 2030, subject to annual automatic increases as set forth in Section 6.B. Such compensation shall be paid to HSOP in twelve (12) equal monthly installments in each year of the term of this Agreement.
- B. The amount described in Section 6.A. shall automatically change on October 1, 2026, and on October 1 of each subsequent year, to include a three percent (3%) annual rate increase.

SECTION 7: TERM

The term of this Agreement shall be for an initial period of sixty (60) months, commencing October 1, 2025, and ending at midnight September 30, 2030, notwithstanding the date of execution of this Agreement.

SECTION 8: TERMINATION OF AGREEMENT

- A. Termination for Cause. If either Party determines that the other Party has failed to comply with the terms and conditions of this Agreement, either Party may terminate this Agreement in whole or in part at any time before the date of completion, as follows: If either Party fails to comply with any of the terms and conditions of this Agreement, the other Party must give notice, in writing, to the non-compliant Party of any or all deficiencies claimed. The notice shall be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, which time shall not exceed sixty (60) days, the Party may, with no further notice, declare this Agreement to be terminated. In the event of such termination, HSOP will thereafter vacate the Facility within sixty (60) days from the expiration of the period of time specified in the notice of deficiency. Then and in that event, HSOP agrees that it shall leave the Facility building and grounds in substantially the same condition as such existed on the commencement date of this Agreement. HSOP further agrees that its responsibilities to return the premises to such condition shall survive the termination date set forth in said notice and shall continue until the premises are returned to such condition. HSOP shall then be entitled to receive payment for those services reasonably performed to the date of termination less the amount of damages suffered by City by reason of HSOP's failure to comply with this Agreement, if applicable.
- B. This Agreement shall terminate in the event HSOP is dissolved.
- C. This Agreement may be terminated upon one-hundred eighty (180) days' written notice by either Party. Upon the giving of such notice by a Party, HSOP shall vacate the Facility,

consistent with the requirements of Section 8.A., prior to the expiration of such one hundred eighty (180) days.

SECTION 9: INSURANCE

Each Party warrants that it shall obtain, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per claim, and ONE MILLION DOLLARS (\$1,000,000.00) aggregate.

The amounts of such insurance shall not be deemed a limitation of the indemnity and hold free and harmless covenant contained in Section 10 herein.

HSOP shall furnish CITY with policies or certificates of insurance to demonstrate HSOP has procured such insurance and that CITY has been named as an additional insured therein. Such policies or certificates shall contain the following provision:

"It is agreed that City of Moscow, State of Idaho is added as an additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to City of Moscow under any other third party liability policy. It is further agreed that the 'other insurance' condition of this policy is amended to conform therewith."

Such policies or certificates of insurance shall contain the covenant of the insurance carrier that thirty (30) days' written notice shall be given to CITY prior to modifications, cancellations, or reduction in coverage of such insurance.

CITY shall maintain casualty insurance, including property damage and fire insurance for the Facility and fixtures. Such insurance shall not extend to the contents of the Facility belonging to HSOP. HSOP shall assume the risk of loss to the contents of the Facility belonging to HSOP and shall undertake, in its discretion, to insure against such loss or damage.

SECTION 10: INDEMNIFICATION

HSOP waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to HSOP's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees. Further, HSOP shall indemnify, hold harmless, and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of HSOP's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees.

SECTION 11: AUTHORITY/ ADDRESSES

The Executive Director of HSOP is the authorized representative of HSOP for all purposes related to this Agreement. All communications between the Parties shall be made to the following:

HSOP:

Executive Director
Humane Society of the Palouse, Inc.
PO Box 8847
Moscow, ID 83843

CITY:

Police Chief
City of Moscow
PO Box 9203
Moscow, ID 83843

SECTION 12: LICENSES AND ADHERENCE TO LAW REQUIRED

HSOP agrees that it shall conduct its operations pursuant to this Agreement in conformance with all applicable laws, ordinances and regulations of all governmental and regulatory agencies having jurisdiction. HSOP shall undertake a continuing program of monitoring to ensure compliance with all applicable Federal, State, County and municipal laws and regulations as well as directions of City Council or the Chief of Police to ensure safe and efficient operations and to administer funds paid to HSOP by CITY in accordance with this Agreement.

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

Ownership or Operation by China. Pursuant to Idaho Code § 67-2359, HSOP certifies that it is not currently owned or operated by the government of China and will not for the duration of the 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.

Public Funds for Abortion Act. Pursuant to Idaho Code Title 18 Chapter 87, HSOP 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.

SECTION 13: STANDARDS OF WORK

HSOP shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals legally qualified to perform the services in the same discipline in the State of Idaho.

SECTION 14: NON-DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability or genetic information, age (40 and older), marital or familial status, sexual orientation, and or gender expression or identity. HSOP shall not discriminate against any employee or applicant for employment. HSOP's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. HSOP agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this Non-Discrimination Section.

SECTION 15: INDEPENDENT CONTRACTOR

CITY and HSOP hereto warrant by their signatures that no employer/employee relationship is established between CITY and HSOP by the terms of this Agreement. It is understood by the Parties hereto that HSOP is an independent contractor and, as such, neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

SECTION 16: NO SEPARATE ENTITY CREATED, JOINT VENTURE OR AGENCY RELATIONSHIP

Nothing contained in this Agreement shall be in any way construed as creating a separate legal entity or expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship.

SECTION 17: SPECIAL WARRANTY

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

SECTION 18: JURISDICTION, VENUE, AND NON-WAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure

of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

SECTION 19: ATTORNEY'S FEES

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

SECTION 20: ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement contains the entire Agreement between the Parties concerning the services, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the Parties hereto. HSOP shall not subcontract, transfer, sell, or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

SECTION 21: NON-APPROPRIATION CLAUSE

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

SECTION 22: SEVERABILITY

The terms of this Agreement shall be deemed severable. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement.

SECTION 23: APPROVAL REQUIRED

This Agreement shall not become effective or binding until approved by CITY.

SECTION 24: HEADINGS, CAPTIONS AND TITLES

Headings, captions, and titles of sections of this Agreement are for the convenience of reference only, and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement, and shall not affect the construction of any provision of this Agreement.

SECTION 25: AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties under the penalty of perjury pursuant to the law of the State of Idaho. This Agreement may also be executed by the use of electronic signatures pursuant to Idaho Code §28-50-107. If the Parties sign this document utilizing an electronic signature, the Parties understand that this electronic signature is valid and binding to the same force and effect as a handwritten signature. If electronic signatures are utilized, the acknowledgement before a notary is not required.

IN WITNESS WHEREOF, HSOP and CITY have caused this Agreement to be executed on the day and year first above written.

HSOP

CITY

Humane Society of the Palouse, Inc.

City of Moscow, Idaho

Karen Den Braven, President

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2025, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative of Humane Society of the Palouse, Inc.

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