

Administrative Committee



Regular Meeting
~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208-883-7015

**Monday, November 24,
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 Administrative Committee October 27, 2025 Minutes (ACTION ITEM) - Laurie M. Hopkins

2. Access Agreement-City of Moscow and New Saint Andrews College (ACTION ITEM) - Cody Riddle

City Staff is recommending approval of an agreement that will allow New Saint Andrews College (NSA) access across unimproved City property adjacent to the college building at 112 N. Main Street. The access easement will allow NSA to improve a non-conforming parking lot that has historically served tenants of the building.

PROPOSED ACTIONS: Recommend approval of the access easement; or provide staff with further direction.

3. City Shop Public Art Project (ACTION ITEM) - Megan Cherry

In anticipation of the construction of the new City Shop facility, the Moscow Arts Commission discussed and voted to recommend installation of a mural. Arts staff conducted budget research by analyzing factors such as the cost per square foot and project scope in 10 calls for mural artwork posted between 2024 - 2025 in the United States. The \$55,000 project budget, proposed to be funded by the 1% for Arts fund, will accommodate \$36,000 to construct a wall with integrated lighting to serve as a permanent mural location; \$6000 to be paid to a painting contractor to complete site prep, priming, and anti-graffiti clear coat; \$1000 honoraria for up to three design finalists; and an artwork commission honorarium of \$10,000. The project is now set to move into the submission phase upon approval of the RFQ and artist agreements by City Council. At present, the project is slated for an initial submission period from January - February 2026, with the goal of completing installation at the end of September 2026.

PROPOSED ACTIONS: Recommend approval of the RFQ and proposed installation, or provide staff with further direction.

4. PUBLIC MEETING: Proposed Lot Division Located at 1026 North Mountain View Road (ACTION ITEM) - Mike Ray

The applicant, Church and Church Inc, is requesting a lot division to create three lots of approximately 11,792 square feet, 12,501 square feet, and 12,496 square feet in size from an existing 36,789 square foot parcel located at 1026 North Mountain View Road. An existing single-family dwelling, 1026 Mountain View Road, will remain on the newly created westernmost lot and will be located 21.9 feet from its new eastern lot line. The subject property is located in the Low-Density Single-Family Residential (R-1) Zoning District. Within the R-1 Zoning District, lots are required to be a minimum of 9,600 square feet in size and have a minimum lot width of 80 feet. All three proposed lots meet the minimum lot area and width requirements of the R-1 Zone, and the existing single-family dwelling will meet all setback requirements. Property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date.

PROPOSED ACTIONS: Recommend approval of the lot division request with no conditions; or recommend approval of the lot division request with conditions; or recommend denial of the lot division request; or provide staff further direction.

5. Proposed Lot Line Adjustment between 505 and 517 South Jackson Street (ACTION ITEM) - Mike Ray

The applicants, Jackson Street LLC and New Saint Andrews College Inc, are requesting a lot line adjustment between two properties located at 505 and 517 South Jackson Street. The proposed lot line adjustment would increase the lot size of 517 South Jackson Street by approximately 344 square feet by bringing the northwest corner of the site further north 5.5 feet, thereby squaring off the lot and reflecting the historic use of the area by Jackson Street LLC. 505 South Jackson Street will be approximately 3,353 square feet and 517 South Jackson Street will be 9,966 square feet following the lot line adjustment. There will be no change to the current parking lot use at 505 South Jackson Street. Both properties are part of the Cox's Lots subdivision and located in the Central Business (CB) Zoning District. There is no minimum lot size, setbacks, or parking requirements within the CB Zone. The proposed lot line adjustment meets all zoning code requirements.

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request with no conditions; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff further direction.

6. Moscow Police Department – Annual Small Grant Requests and Awards (ACTION ITEM) – Alisa Anderson

The Moscow Police Department (MPD) annually secures grants to support equipment purchases, traffic enforcement, and safety programs that promote community policing and public safety. These include the Bulletproof Vest Partnership, which provides custom-fitted vests to officers, and the Traffic Enforcement Grant from the Idaho Transportation Department, funding high-visibility enforcement efforts like seatbelt and impaired driving campaigns. Additionally, MPD participates in a Law Enforcement grant from the Idaho Office of Drug Policy to prevent underage drinking and drug use through checks, patrols, and educational partnerships with the University of Idaho. These grants enhance officer safety, foster community collaboration, and enable targeted enforcement and prevention initiatives across Moscow. The MPD is requesting approval of the funding requests and awards for small grants applied for in an amount not to exceed a combined total of \$50,000 for the FY2026 fiscal year.

PROPOSED ACTIONS: Recommend approval of funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of \$50,000 for the FY2026 fiscal year, or provide staff further direction.

7. America250 in Idaho Celebration Fund Grant Request (ACTION ITEM) - Alisa Anderson

America250 in Idaho is a multi-year statewide celebration leading up to the 250th anniversary of the United States in 2026, with efforts supported by the Idaho Office of the Governor, the Idaho State Historical Society, and other agencies. Designated from 2024 to 2027, this period encourages Idahoans to reflect on their history, strengthen community ties, and honor American ideals through various events and projects. The Celebration Fund offers grants of up to \$2,500 to help local communities create themed celebrations such as parades, art, exhibits, and festivals, particularly around July 4th, 2026. The application process is open until December 31, 2025, with no local match required, and requires a support letter from local officials. For Moscow, staff has prepared a grant proposal for banners to enhance the city's festivities, supporting the broader effort to commemorate America's milestone anniversary.

PROPOSED ACTIONS: Recommend approval to submit a grant request for \$2,500 to the Idaho A250 Celebration Fund to purchase street banners 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.

Administrative Committee



Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, October 27, 2025

4:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Bryce Blankenship, Drew Davis, Gina Taruscio

OTHERS: Mayor Art Bettge, Council Member Sandra Kelly, Council President Julia Parker

STAFF: Bill Belknap, Mia Bautista, Cody Riddle, Laurie M. Hopkins

REGULAR AGENDA

1. Approval of Administrative Committee August 25, 2025 Minutes (ACTION ITEM) - Laurie M. Hopkins

The minutes were approved as presented.

2. Request for Exception from Moscow City Code Section 10-3-3 to Permit an Indoor Airsoft Facility (ACTION ITEM) - Bill Belknap

Under Moscow City Code Section 10-3-3, it is unlawful for any person to discharge firearms or weapons of any kind or description within the City; this Code Section shall include hand guns, rifles, pellet guns, air rifles, BB guns, sling shots, flippers, bows and arrows, and other projectiles. Section 10-3-4 of Moscow City Code, provides the Council with the authority to grant an exception to this prohibition in fixed localities and under fixed rules with a written permit containing any requirements the Council deems necessary, and the permit is subject to revocation at any time by action of the City. The City was approached by the applicant who is proposing to open an indoor Airsoft facility within the City that would be prohibited under Section 10-3-3. Airsoft weapons are similar to BB guns that utilize compressed air or springs to shoot plastic projectiles instead of metal projectiles. The proposed indoor facility would be located at 105 Lauder Avenue, which is a commercial building located within the Motor Business Zoning District. Staff has reviewed the request and do not have any concerns with the requested exception and have prepared a resolution granting the exception for the Council's consideration.

PROPOSED ACTIONS: Recommend approval of the Resolution granting an exception to Moscow City Code Section 10-3-4; or provide staff further direction.

Belknap introduced the item as written above and noted that this type of business is permitted in the Motor Business Zoning District.

Taruscio asked for additional details.

Chris King, applicant, explained that insurance requirements include waivers and safety gear. Participants ages 16–18 must have parental permission, while those ages 10–16 must be accompanied by a parent. Children under 10 years old are not allowed on the field. He also hopes to include a target-shooting area, which would have fewer restrictions as it involves shooting at a fixed target. An armorer will be on site to check weapons in and out and to inspect any personal equipment brought in. Once inspected, weapons will be marked with an orange tag. King noted that any such weapons sold now must already have an orange tip.

Davis stated he had no reservations, noting that he grew up paintballing and enjoyed it.

Blankenship asked what would be required for patrons bringing a weapon from their vehicle. King responded that he does not anticipate people arriving “dressed as Rambo.” He expects compliance with legal requirements and emphasized that this will largely come down to education, particularly for repeat patrons. New patrons are unlikely to have their own equipment and will likely use gear provided by the business.

Blankenship said he sees a benefit in offering safe education for youth but has some reservations regarding ages 12–15. King clarified that participants in that age group would not be allowed on the field independently. It would not be a “free-for-all” with adults; rather, their participation would resemble a supervised birthday-party setting. He added that the armorer will have the authority to remove anyone from the field for unsafe or inappropriate behavior.

The Committee forwarded the item to the full City Council with no recommendation.

3. East City Park Stage Project Update - Cody Riddle

Riddle noted that staff last presented an update in August. The 30% concept design estimate came in just under \$800,000 for construction, and the FY2026 budget includes \$885,000 for design and construction. An RFQ for design services was issued on October 1, and two submittals were received. Staff will review the submittals over the next couple of weeks. Once a firm is selected, a professional services agreement will be drafted and brought to Council for approval.

Staff anticipates completing design by early spring, with a 60% design report to Council. The bid request is scheduled to be issued in March, with construction expected to begin in September and substantial completion projected for the end of 2026.

ADJOURN

The meeting closed at 4:22 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT



DATE: Monday, November 24, 2025

AGENDA ITEM TITLE

Access Agreement-City of Moscow and New Saint Andrews College (ACTION ITEM) - Cody Riddle

RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

DESCRIPTION

City Staff is recommending approval of an agreement that will allow New Saint Andrews College (NSA) access across unimproved City property adjacent to the academic building at 112 N. Main Street. The access easement will allow NSA to improve a non-conforming parking lot that has historically served various tenants of the building. The term of the agreement is 20 years, with options for renewal, and termination clauses for failure to comply or with a change in ownership. The agreement requires NSA to pay the City annually for the easement. The first payment of \$1,200 is due within 30 days of execution of this agreement. The subsequent annual payments have a 3% escalation, with payments due on November 1st of each year.

The academic use of the building, often referred to as the North Campus, was approved by a conditional use permit in July of 2017. A condition of that approval required NSA to provide a minimum of 47 off-street parking spaces. To date, the required parking has been provided in multiple locations in the vicinity. However, the onsite parking has always been non-conforming in terms of dimensional standards, surface treatment, and landscaping. Approval of the access easement will bring the parking lot into conformance. The improved parking lot will include approximately 8 paved spaces, including an accessible stall not previously accommodated. This parking will be located entirely on NSA property. However, to accommodate the 24' wide service drive, an approximately 16' wide easement across City property is needed to support two-way traffic.

The City property is an irregularly shaped parcel of approximately 3,720 square feet. It is a remnant from the installation of the one-way couplet. Given the odd shape, topography, and in consideration of required setbacks, the property has little beneficial use, beyond landscaping. It has been identified in this way in past beautification plans, and more recently, in the Downtown Streetscape Study, completed in 2023. This was reviewed by Council Leadership and recommended to be advanced to the full Council for consideration.

Approval of the easement to NSA will not preclude the landscape improvements envisioned for the City property. In fact, it will enhance the project by completing paving and landscaping adjacent to the City parcel. The terms of the agreement require NSA to complete their improvements within two years of approval, and the City within two additional years. The result will be a fully-improved property in a visible downtown location, within four years. This will benefit the general public and users of the NSA building.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the access easement; or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of the access easement.

OTHER RESOURCES

FISCAL IMPACT

The agreement requires NSA to pay the City annually for the easement. The first payment of \$1,200 is due within 30 days of execution of this agreement. The subsequent annual payments have a 3% escalation, with payment due on November 1st of each year.

PERSONNEL IMPACT

ATTACHMENTS

1. Access Easement and Parking Lot Development - NSA_draft with attachments

**AGREEMENT FOR ACCESS EASEMENT AND
DEVELOPMENT OF A PARKING LOT
BETWEEN NEW SAINT ANDREWS COLLEGE, INC.
AND CITY OF MOSCOW, IDAHO**

THIS AGREEMENT FOR ACCESS EASEMENT AND DEVELOPMENT OF A PARKING LOT BETWEEN NEW SAINT ANDREWS COLLEGE, INC. AND CITY OF MOSCOW, IDAHO (hereinafter "Agreement") is entered into the _____ 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 New Saint Andrews College, Inc., located at 405 South Main Street, Moscow, Idaho, 83843 (hereinafter "NSA").

WITNESSETH:

WHEREAS, NSA and CITY are separate owners of unimproved properties that share a property line identified and described on Attachment "A", attached hereto and incorporated herein by this reference, located at 112 N. Main Street, Moscow, Idaho, (hereinafter "Property"); and

WHEREAS, NSA wishes to construct parking spaces for NSA's exclusive use, on their property, at 112 N. Main Street, Moscow, Idaho; and

WHEREAS, CITY owns an area of unimproved property adjacent to 112 N. Main Street as shown on Attachment "A" that is currently unimproved and not being utilized; and

WHEREAS, CITY wishes for the unimproved Property to be landscaped in a manner that benefits the public; and

WHEREAS, NSA and CITY wish to enter into an agreement that allows NSA to use a portion of City property only for the sole purpose of providing access to their parking area as conceptually illustrated on Attachment "B" labeled "service drive", attached hereto and incorporated herein by this reference; and

WHEREAS, in accordance with LUP2017-00007, NSA is required to provide 47 off-street parking spaces within approximately one quarter (1/4) mile of the 112 N. Main Street property; and

WHEREAS, as conceptually illustrated on Attachment "B", upon completion of the specified improvements, approximately ten (10) of the spaces required by LUP2017-00007 will be accommodated on the 112 N. Main Street property;

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

SECTION 1: PROPERTY AFFECTED

This Agreement affects property known as 112 N. Main Street, Moscow, Idaho as shown and described on Attachment “A”.

SECTION 2: GRANT OF ACCESS EASEMENT

- A. CITY grants NSA a non-exclusive access easement for use to access NSA parking area as conceptually illustrated on Attachment “B” pursuant to the terms and conditions provided herein.
- B. CITY, its agents, successors and assigns, reserves the right to improve said easement area as long as such improvement shall not unreasonably interfere with NSA’s use.

SECTION 3: COMPENSATION

NSA shall pay CITY annually for the access easement. The first payment shall be One Thousand Two Hundred Dollars (\$1,200) due within thirty (30) days of execution of this Agreement. The subsequent annual payments shall have a 3% annual escalation each year with payments to be made by November 1st of each subsequent year after the first payment.

SECTION 4: NSA’S OBLIGATIONS

- A. NSA shall be responsible for submitting plans to CITY, for CITY approval, for the development of the parking lot, the access and service drive, which will be located partially on the access easement, and NSA’s portion of landscaping, which shall be consistent with the concept drawing depicted in Attachment “B”, in accordance with CITY Standard Construction Drawings and Standard Construction Specifications (hereinafter “CITY Standards”).
- B. NSA shall obtain all applicable permits and pay the applicable fees to construct, at NSA’s expense, the parking lot, service drive and NSA’s portion of the landscaping in accordance with the CITY approved plans, in compliance with CITY Code and CITY Standards. The parking lot and service drive shall be completed within two years from date of execution of this Agreement and NSA’s portion of the landscaping shall be completed prior to the parking lot being open for use.
- C. NSA shall be responsible for the maintenance and snow removal of the parking lot and service drive. Maintenance of the parking lot shall be in accordance with CITY Standards.
- D. NSA’s use of the parking lot and service drive shall be for NSA’s exclusive use in support of the adjacent academic use occurring at 115 N. Main Street, Moscow, Idaho. NSA shall not use the Property for other commercial purposes and has no right to lease the parking spaces.

- E. NSA shall inform CITY of NSA's intent to sell the building in order to provide CITY an opportunity to discuss this Agreement to determine if it is in the new Owner's and CITY's interest to continue this Agreement. NSA shall provide CITY a minimum of thirty (30) days' notice of any change in ownership or change of use of the building located at 115 N. Main Street, Moscow, Idaho for the Parties to determine if continuation of the Agreement is in both Parties' best interest.

SECTION 5: CITY'S OBLIGATIONS

- A. CITY shall be responsible for retaining a surveyor and obtaining a legal description of the Property, which will include an access easement to be utilized for the parking lot (hereinafter "Easement").
- B. CITY shall be responsible for the landscaping and maintenance of the landscaping on the north side of the Easement, as shown on Attachment "B". CITY shall provide an opportunity for NSA to provide input on the landscape plan prior to installation, with the ultimate decision left to CITY's discretion. CITY has the right to use the landscape area on CITY's portion of the Property for future right-of-way improvements should there be a determination by CITY that it is in CITY's best interest.
- C. CITY shall provide NSA an opportunity to be included in the selection process for any art installation in the landscape area north of the parking lot, with the ultimate decision as to what art installation will be selected is at CITY's discretion.
- D. CITY shall provide NSA a minimum of twenty-four (24) hours' notice of work being performed that would obstruct access to parking spaces.

SECTION 6: NSA AND CITY JOINT OBLIGATIONS

- A. NSA and CITY agree to cooperate with the joint use of the Easement as described herein.
- B. Upon termination of this Agreement, both Parties agree to execute any necessary documents to rescind the Easement and joint use of the Property.

SECTION 7: TERM AND PROJECT COMPLETION TIMELINE

- A. Initial Term: The Initial Term of this Agreement is twenty (20) years from the date of execution by both Parties.
- B. Renewal Term: At the end of the Initial Term, unless the Agreement is otherwise terminated, the Agreement will automatically renew on an annual basis until either Party provides notice of Termination as provided herein.
- C. Project Completion Timeline:

1. NSA shall complete construction of the access drive, parking lot, walkways, and required landscaping on the Property in accordance with Moscow City Code, as shown on Attachment “B”, within two years of execution of this Agreement. Completion will be achieved upon NSA notifying CITY in writing of completion and CITY’s written acceptance of improvements.
2. CITY shall complete installation of the landscaping within the Property as provided herein and as shown on Attachment “B” within two years of NSA’s completion of the parking lot.

SECTION 8: FAILURE TO COMPLY

- A. Both Parties have a duty to comply with the terms and conditions of this Agreement.
- B. If either Party fails to comply, such non-compliance may be grounds for termination of this Agreement. Prior to termination, a written Notice of Non-Compliance shall be served on the other Party with a request to comply. The Party who received the Notice of Non-Compliance shall respond in writing within thirty (30) days addressing the non-compliance and provide a plan to achieve compliance by a specified date. Both Parties need to accept the plan for the non-compliance remedy to begin. Should the Parties be unable to reach an agreement to gain compliance, then termination of this Agreement may continue.
- C. If non-compliance is such that it causes an immediate danger or harm to the public, CITY has the ability to pursue any action available as a matter of law and may demand compliance within a shorter period of time.

SECTION 9: TERMINATION

- A. Termination for Cause.
 1. CITY may terminate this Agreement for cause if NSA fails to comply with terms of this Agreement and failed to remedy any breach within the timeframes and pursuant to the process provided herein. CITY may also terminate for cause should there be a violation of the CUP associated with the subject property, which would include changing the Property’s currently permitted use.
 2. NSA may terminate this Agreement for cause if CITY fails to comply with terms of this Agreement and failed to remedy any breach within the time specified and pursuant to the process provided herein.
- B. Termination for No Cause. After the Initial Term, either Party may terminate this Agreement without cause by providing thirty (30) days’ written notice to the other Party.
- C. Upon termination of this Agreement the Easement will be rescinded unless CITY enters into a new agreement authorizing the continued use of the Easement.

SECTION 10: NON-TRANSFERABLE, ENTIRE AGREEMENT, MODIFICATION, AND RECORDING

- A. It is expressly agreed and understood by the Parties hereto, that NSA shall not have the right to change the current use of the Property, or assign, transfer, hypothecate or sell any of its rights or obligations under this Agreement except upon the prior express written consent of CITY.
- B. This Agreement and the attachments hereto contain the entire agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto.
- C. This Agreement shall be binding upon the heirs and assignees of the Parties, and subsequent purchasers of the Property described herein. This Agreement shall run with the land affected hereby, as shall all covenants contained herein, and shall be to the benefit of CITY, its successors and assigns. This Agreement shall be recorded with the Latah County Recorder.

SECTION 11: GENERAL TERMS AND CONDITIONS

- A. Jurisdiction, Venue, Attorney Fees, and Non-Waiver.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to 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. In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

- B. Severability.

The terms of this Agreement shall be deemed severable. If any part of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement will, nevertheless, remain in full force and effect so long as the remainder of this Agreement is capable of completion.

- C. Notices.

For the purpose of this Agreement, the addresses of the Parties shall be as follows:

NSA

New Saint Andrews College
405 South Main Street
Moscow, Idaho 83843

CITY

City of Moscow
P O Box 9203
206 East Third Street

D. No Joint Venture or Partnership and No Employer-Employee 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. The Parties warrant by their signatures that no employer-employee or agency relationship is established between CITY and NSA by the terms of this Agreement

E. Compliance with Laws.

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

1. Pursuant to Idaho Code § 67-2359, NSA certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.
2. NSA certifies it is not currently engaged in and will not for the duration of this Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with Idaho Code § 67-2346 will result in this Agreement being void as against public policy.
3. Pursuant to Idaho Code Title 18 Chapter 87, NSA 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.

F. Hold Harmless and Indemnification.

In addition to other rights granted CITY by this Agreement, NSA shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by NSA or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work as described herein; or because of any act or omission, neglect, or misconduct of NSA or its subcontractors; or from

any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order, or decree.

G. Interpretation.

As a further condition of this Agreement, NSA and CITY acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.

H. 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.

I. Understanding.

This Agreement shall not become effective or binding until approved by CITY. NSA represents and warrants that it has read and understands this Agreement and the contents thereof and has had the opportunity to avail itself of legal and of other counsel before entering into this Agreement and before signing it.

IN WITNESS WHEREOF, NSA, by and through its authorized representative, and CITY, by and through its Mayor and City Clerk, have caused this Agreement to be executed on the date above written.

I, _____, certify under the penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct and that I am the authorized agent to bind New Saint Andrews College, Inc. to this Agreement.

NSA:

CITY:

Arthur D. Bettge, Mayor

ATTEST:

Laurie Hopkins, City Clerk

APPROVED AS TO FORM:

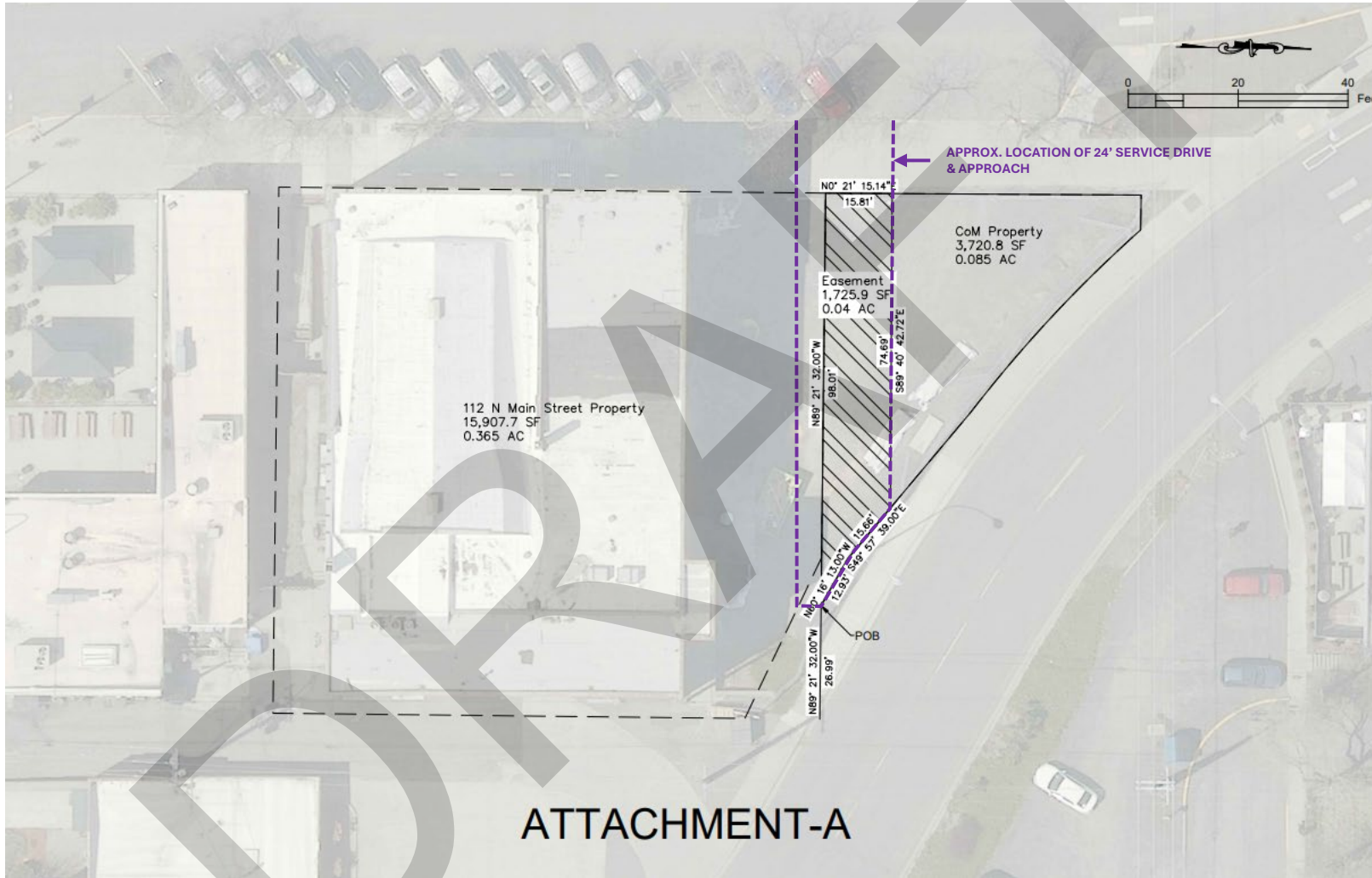
Mia Bautista, City Attorney

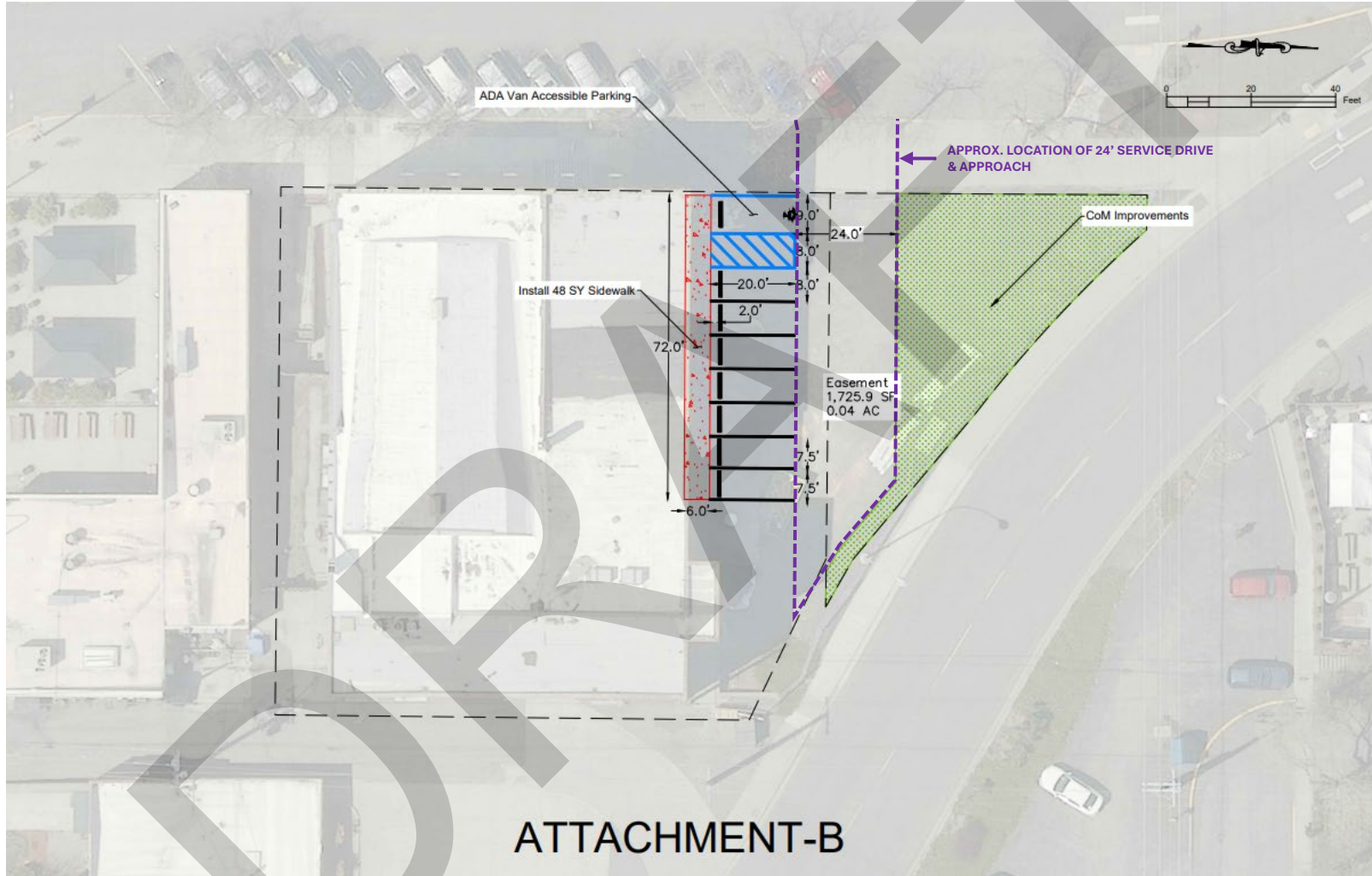
ACKNOWLEDGMENT

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 agent of New Saint Andrews College, Inc.

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





ATTACHMENT-B

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, November 24, 2025



AGENDA ITEM TITLE

City Shop Public Art Project (ACTION ITEM) - Megan Cherry

RESPONSIBLE STAFF

Megan Cherry, Arts Program Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

In anticipation of the construction of the new City Shop facility, the Moscow Arts Commission discussed and voted to recommend installation of a mural at the site. Arts staff conducted budget research by analyzing factors such as the cost per square foot and project scope in 10 calls for mural artwork posted between 2024 - 2025 in the United States. The \$55,000 project budget, proposed to be funded by the 1% for Arts fund, will accommodate \$36,000 to construct a wall with integrated lighting to serve as a permanent mural location; \$6000 to be paid to a painting contractor to complete site prep, priming, and anti-graffiti clear coat; \$1000 honoraria for up to three design finalists; and an artwork commission honorarium of \$10,000. The project is now set to move into the submission phase upon approval of the RFQ and artist agreements by City Council. At present, the project is slated for an initial submission period from January - February 2026, with the goal of completing installation at the end of September 2026.

REVIEWED BY

City Attorney, Deputy City Administrator

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the RFQ and proposed installation, or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of the RFQ and proposed installation.

OTHER RESOURCES

FISCAL IMPACT

The project is anticipated to cost \$55,000, proposed for expenditure from the 1% for Arts fund.

PERSONNEL IMPACT

This project will represent an investment of time on behalf of Arts and Engineering staff.

ATTACHMENTS

1. 2026_Mural at City Shop_RFQ with Site Details_DRAFT
2. S1.00 Plan & Elevation
3. S1.10 Wall Section

4. 2026_Artist TBD_Design Contract City Shop_final
5. 2026_Artist TBD_Artwork Commission_final
6. 2025_Mural at City Shop_Community Input Results
7. 2025_Mural at City Shop_Staff Input Results



Mural at City Shop

Moscow, ID

Project Description

The City of Moscow and the Moscow Arts Commission (“MAC”) invite artists and artist teams to submit qualifications for a mural to be installed at the Moscow City Shop facility. The mural will be painted on a new concrete wall on the east side of the facility, at the intersection of Polk St. and Public Ave.

The Moscow City Shop is located on a major throughfare that connects residential neighborhoods and parks with the community’s downtown core. This facility, a busy hive of activity, houses the equipment and staff groups that tend to Moscow’s public infrastructure. While the rolling hills of the Palouse are certainly a unique and celebrated backdrop of the community, the built environment of Moscow’s streets, parks, and pathways are the landscape that shapes physical and social connections for its citizens. The mural at the City Shop will honor the equipment and people that create a safe, beautiful environment for Moscow residents.

Budget

The artist honorarium for the mural installation is not to exceed \$10,000. Included in this budget are the artist’s fee, insurance, travel, fabrication, engineering, materials, installation, documentation, and all other costs accrued by the artist specific to this project. The artist honorarium does not include costs associated with construction of the wall, surface preparation, priming, and the application of an anti-graffiti coating after the mural installation. These processes will be completed and paid by the City of Moscow.

Eligibility

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

Artwork Design Parameters

The mural will be painted on a 6’h x 65’w concrete wall, which will be constructed by the City in 2026. The mural is anticipated to last between 5-8 years, so paint materials used to complete this project must be professional, exterior-grade, water-based coatings designed for exposure to year-round exterior conditions. This site cannot accommodate murals on panels, kinetic or sculptural works, or any artwork that requires power or water. This mural site is near a busy intersection; as such, the site is not compatible with highly-reflective materials.

Important Dates (subject to change)

January – February 2026	RFQ Submission Period
April 2026	Finalists create site-specific proposals for Selection Panel review
June 2026	Selected Artist Announcement
September 30, 2026	Installation Deadline



Mural at City Shop

Moscow, ID

Submission and Selection

Round #1 of the selection process welcomes the submission of artist qualifications and examples of past work. These materials will be evaluated by the Selection Panel, which will then recommend three finalists to create site-specific proposals. Each of the finalists will be required to enter into an agreement for creating the site-specific design and will receive a \$1000 honorarium which is anticipated will be used towards travel expenses, food, design fees, lodging, and any and all expenses related to the creation of artist's proposal and presentation. No site-specific designs will be reviewed or considered in Round #1 of the submission process.

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

Round #1 Submission Requirements & Selection Criteria

1. Letter of Interest

2. Resume

3. Work Samples

Include up to 6 photographs of no fewer than 2 projects of a similar or larger scale.

4. Selection Criteria

Artist Qualifications

- a. The artist's letter articulates interest in pursuing this project as well as describing its relevance to their artistic practice.
- b. The artist's letter of interest reveals an understanding of and connection to the public art site and project description.
- c. The artist's resume reveals a record of practice in the art field, including public art commissions.
- d. The applicant submits photographs of at least 2 completed public art projects of similar or larger scale.
- e. The artist's past work reveals aesthetic, conceptual, and technical expertise.



Mural at City Shop

Moscow, ID

Round #2 Submission Requirements & Selection Criteria

1. Site-specific Design

Include up to five renderings of the proposed site-specific design, preferably overlaid on photographs of the site and shown at the proposed scale.

2. Artist Statement

Describe connections between the design and the project description, site, and Moscow community as well as contextualizing the project within the artist's larger body of work.

3. Professional References

Provide a minimum of two and no more than three professional references who can address the artist's level of professionalism, effectiveness at communication, previous success with the execution of mural projects, ability to meet deadlines and stay on budget.

4. Presentation

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

5. Selection Criteria

Artist Qualifications

- a. The artist provides a minimum of two references who confirm the artist's professionalism in communication and previous success in the execution of mural projects.
- b. The artist references confirm the artist's ability to meet deadlines and the ability to stay on budget.

Conceptual Quality and Originality

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

Form

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

Content and Context

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



Mural at City Shop

Moscow, ID

Selection Panel

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

Selection Panels will be comprised of at least the following:

1. Voting members:
 - a. Participating department representative or designee (3)
 - b. Moscow Council member or designee (1)
 - c. MAC members (2)
 - d. Community representative, preferably from project impact area (1)
 - e. Artist not involved with the public art project (1)
2. Non-voting members:
 - a. Arts Manager (Selection Panel facilitator)
 - b. Project architect, landscape architect, interior designer, or engineer
 - c. City staff members acting in a technical advisory capacity

Length of term. Each Selection Panel member serves through the completion of one (1) public art project. No artist sitting on a Selection Panel may submit a proposal for the project for which the Selection Panel was formed. MAC members shall declare a conflict of interest if a project comes before the Selection Panel from which they or a member of their household or business could financially benefit. MAC members shall also declare a conflict of interest if a person with whom they share a household or whom they professionally represent has a matter to be considered by the Selection Panel. Such person shall recuse themselves from any participation in any process for the project the Selection Panel is considering. No member of the project's architect or landscape architect, interior designer, or engineering firm may apply for a public art project being designed by that firm.

Selection Panel Procedures and Responsibilities

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



Mural at City Shop

Moscow, ID

About Moscow, ID

Moscow is settled on the rolling hills of the Palouse, a rich landscape long inhabited by the Nimiipuu (Nez Perce), Palus (Palouse), and Schitsu'umsh (Coeur d' Alene) tribes indigenous to the region. The City of Moscow was incorporated on July 12, 1887, and its modern history is rooted in agriculture; the surrounding region produces top-quality wheat and pulses. The presence of farming in the community goes far beyond commerce, however, as grain silos and other architectural features announce agricultural endeavor as part of the community's aesthetic identity.

Moscow is home to the University of Idaho, a land grant institution established in 1889. School spirit influences the atmosphere of the city, imbuing it with the balance of gravitas and celebration that characterizes educational experience. University arts programs like the Lionel Hampton Jazz Festival and the Prichard Art Gallery have greatly contributed to Moscow's identity as a cultural center. The community is rich not only in visual and performing arts events, but also in recreational and culinary opportunities. Residents and visitors alike enjoy the Palouse landscape at recreational features like Moscow Mountain and the Bill Chipman Palouse Trail, followed by tastes of the region at area restaurants, wineries, breweries and the Moscow Farmers Market.

City of Moscow Public Art

Public art is at the heart of Moscow's creative culture, and with a collection including works by local and regional artists, its public spaces reflect the Inland Northwest's tradition of artistic excellence. The City of Moscow Arts Department and the Moscow Arts Commission (MAC) share a mission to enrich the community by celebrating and cultivating the expressions of all forms of art and culture. The MAC has fostered artistic excellence and public access to the arts in the city since its founding on October 2, 1978. Programming includes curation of exhibition space at the Third Street Gallery inside City Hall, a biennial Mayor's Arts Awards, Moscow Poet Laureate programming, and a comprehensive public art program.

The City of Moscow's acquisition of public art began in the 1980s and is supported by a 1%-for-the-Arts fund established in 2004. A Public Art Master Plan, adopted in 2015, guides the incorporation of new works into the City's landscape. Stewardship of the collection is a collaborative effort, with artistic advice from the MAC, direction from City Council, and operational details managed by Arts Department staff. The Public Art program aims to reflect the character of Moscow by fostering relationships between individuals and institutions in the community. Whether part of the University, business community, or the agricultural tradition, the City's creative partners generate aesthetic excellence, civic identity, and economic strength by supporting the arts.

The Public Art collection is currently comprised of more than 220 temporary and permanent features. Temporary artworks include vinyl-wrapped utility boxes and bus shelters as well as a sculpture garden featuring artworks on loan to the City. Artworks in the permanent collection range from mosaic murals and sculptures-in-the-round to framed pieces in the Portable Collection. Each new piece in the permanent collection joins others by celebrated regional artists including Harold Balazs, David Govedare, Miles Pepper, Robert Horner, Melissa Cole, J. Casey Doyle, Jay Rasgorshek, and artist team Jennifer Corio and Dave Frei.

Moscow is a community rich with diversity of thought, inhabited by minds open to possibility and creative interpretation. As such, the Public Art program not only celebrates the artist as a professional and valued business partner, but also welcomes a broad range of appearances, media, and art-making processes into its collection.

Site Details



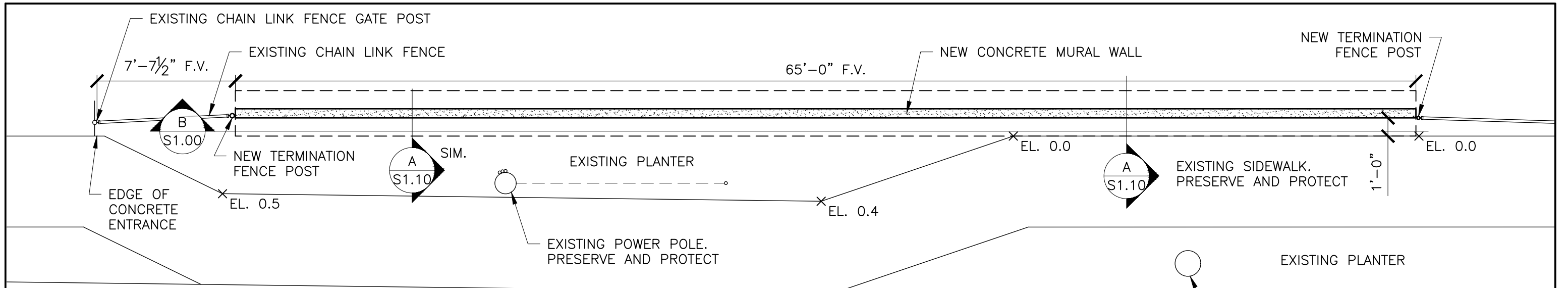
Mural site at 1661 N. Polk St.

Mural at City Shop

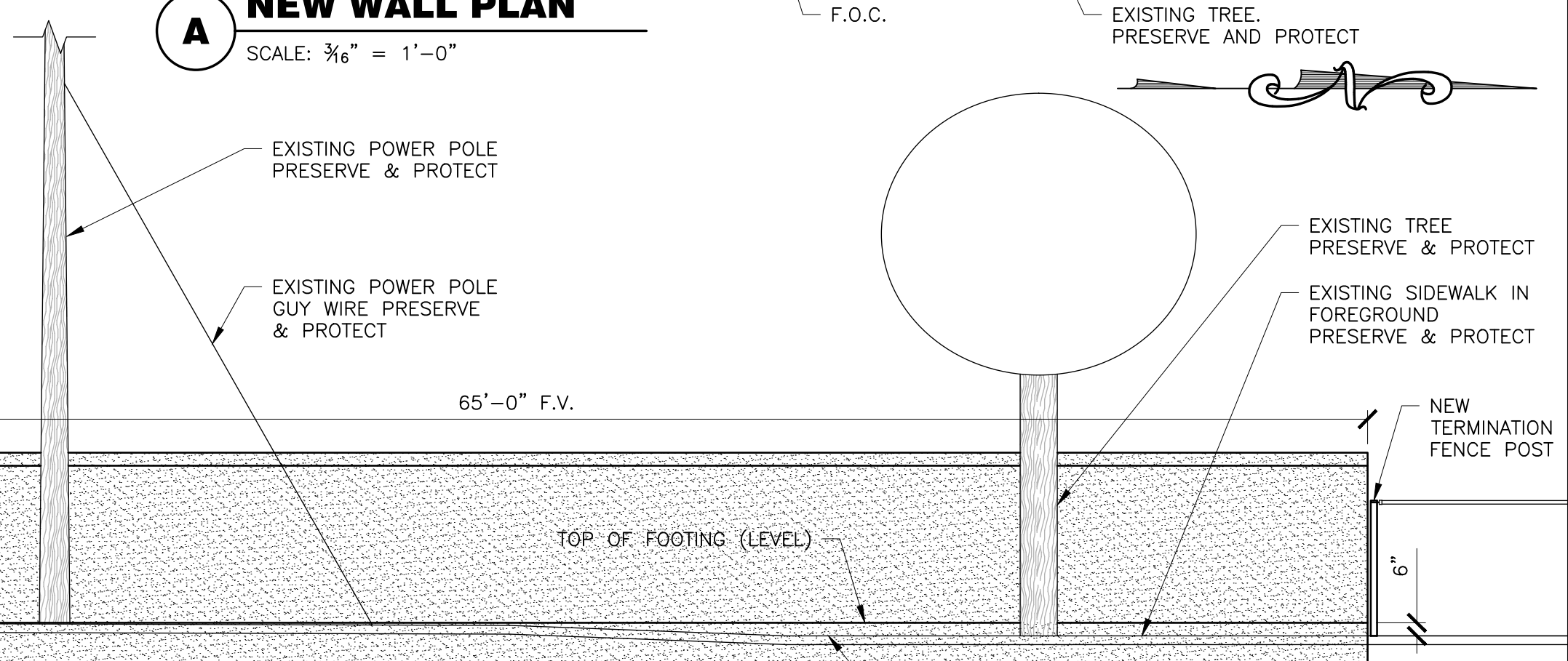
Moscow, ID



Mock-up of concrete wall to be built by the City of Moscow in 2026.

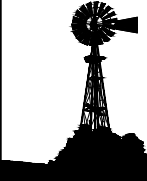


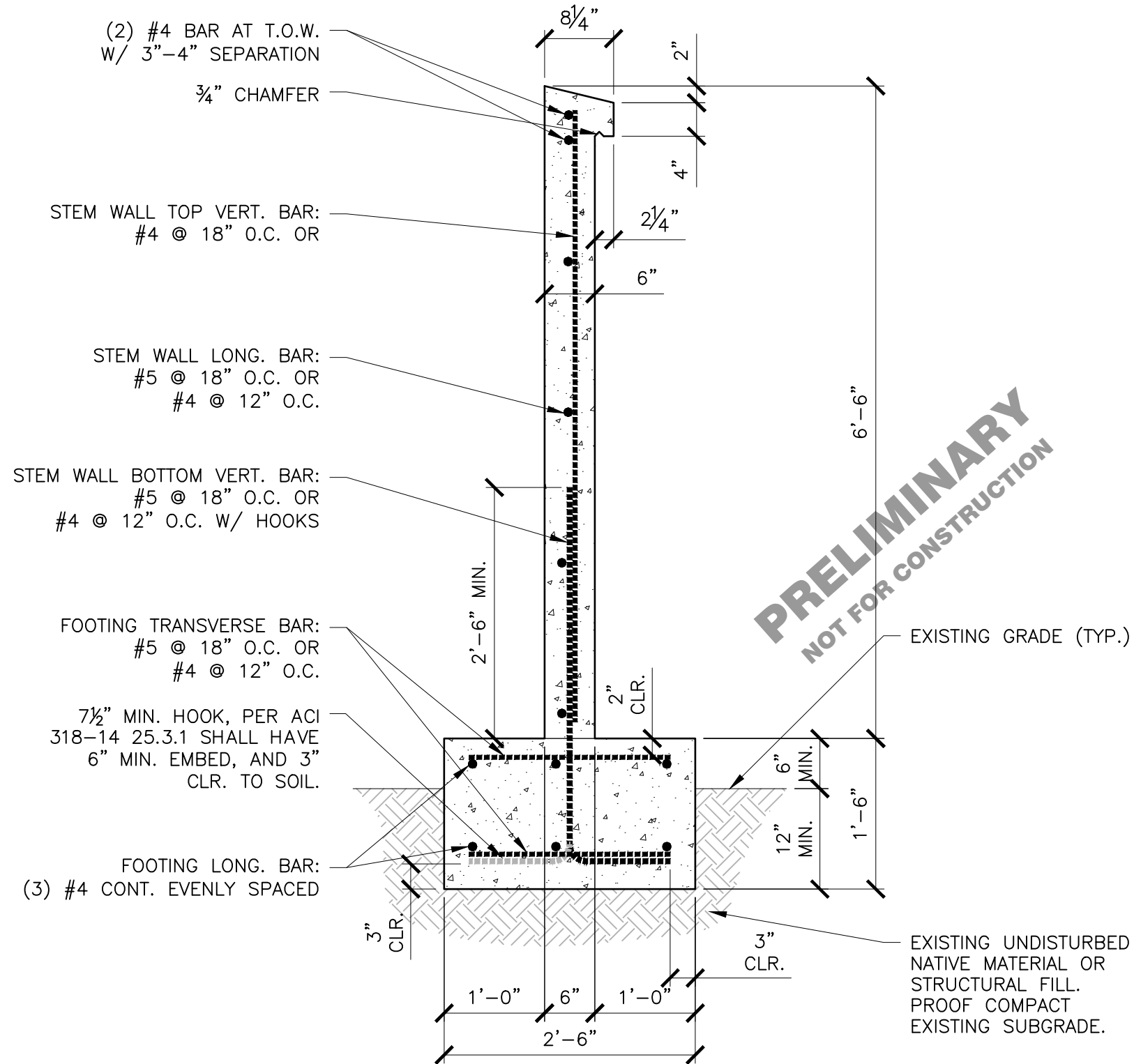
A NEW WALL PLAN
SCALE: 3/16" = 1'-0"



B NEW WALL ELEVATION
SCALE: 3/16" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

SHEET TITLE	MURAL WALL PLAN & ELEVATION	PROJECT	CITY OF MOSCOW - NEW MURAL WALL 800 N POLK ST MOSCOW, IDAHO 83843	 RELIANT ENGINEERING, PLLC PROVIDING CONSTRUCTIBLE SOLUTIONS 248 NW Sunrise Drive Pullman, WA 99163 (509) 334-5745 engineer@reliantengr.com	DATE	10/16/25	SHEET	S1.00	
					DRAWN BY	RL	CH'D BY	EDL	JOB NO.



PRELIMINARY
NOT FOR CONSTRUCTION

A **NEW WALL SECTION**
SCALE: 3/4" = 1'-0"

SHEET TITLE	MURAL WALL CROSS SECTION	PROJECT	CITY OF MOSCOW - NEW MURAL WALL 800 N POLK ST MOSCOW, IDAHO 83843		RELIANT ENGINEERING, PLLC PROVIDING CONSTRUCTIBLE SOLUTIONS	DATE 10/16/25	SHEET S1.10
					248 NW Sunrise Drive Pullman, WA 99163	(509) 334-5745 engineer@reliantengr.com	DRAWN BY RL

ARTWORK COMMISSION FINALIST
AGREEMENT FOR SITE-SPECIFIC DESIGN
FOR PUBLIC ART PROJECT
2026 MURAL AT
THE CITY SHOP

THIS ARTWORK COMMISSION FINALIST AGREEMENT FOR SITE-SPECIFIC DESIGN FOR PUBLIC ART PROJECT 2026 MURAL AT THE CITY SHOP (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2026, by and between Artist TBD, Address TBD, (hereinafter "ARTIST"), and City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

WHEREAS, CITY wishes to hire an artist to create one (1) site-specific design proposal for a public art project to be installed at the City Shop (hereinafter "Project"); and

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

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

1. Duration: This Agreement shall become effective on the date signed above and shall remain in effect until satisfactory performance of all services is completed, unless terminated for breach or as provided in this Agreement.
2. Scope of Work: ARTIST shall complete the site-specific design and supporting materials as described in the RFQ, included as Attachment "A" and incorporated herein by this reference, by the TBDth day of TBD, 2026, and shall perform all tasks set out in the "Round #2 Submission Requirements & Selection Criteria" section of Attachment "A".
3. Compensation:
 - A. ARTIST shall receive an honorarium in the amount of One Thousand Dollars (\$1,000) to be used toward travel expenses, food, any design fees, lodging, and all expenses related to the creation of ARTIST's proposal and presentation. This amount shall constitute full compensation for all services, materials, and fees to be furnished or performed by ARTIST as described in Scope of Work.
 - B. Payment shall be made in one (1) installment to be paid after fulfillment of the terms of this Agreement. Following Moscow Arts Commission and Council approval of a design, if ARTIST's design is the selected design, ARTIST shall complete an artwork

commission agreement with a total project budget not to exceed Ten Thousand Dollars (\$10,000).

4. Termination of Agreement: This Agreement may be terminated by ARTIST upon thirty (30) days' written notice. If ARTIST terminates, ARTIST shall forfeit the honorarium provided and reimburse CITY the full amount paid to ARTIST, if any. CITY may terminate this Agreement for any reason by providing written notification to ARTIST.
5. Independent Contractor: The contracting Parties warrant by their signatures that no employer/employee relationship is established between ARTIST and CITY by the terms of this Agreement. It is understood by the Parties hereto that ARTIST is an independent contractor and as such neither they nor their employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.
6. Conflict of Interest: ARTIST covenants presently to have no interest in and shall not acquire any interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of their services hereunder. ARTIST further covenants that, in performing this Agreement, to employ no person who has any such interest.
7. Changes in Regulations. ARTIST is to perform work under the current Federal, State, and local laws and regulations in full force and effect at the date of this Agreement.
8. Public Funds for Abortion Act: Pursuant to Idaho Code Title 18 Chapter 87, ARTIST certifies that they are not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of the Agreement, authorize the use of state facilities or public funds for abortion related activity.
9. Non-discrimination: ARTIST shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, gender, gender expression or identity, pregnancy, national origin, ancestry, age (40 and older), marital or familial status, veteran status, mental or physical disability, sex, sexual orientation, genetic information, or any other basis prohibited by Federal, State or local law.
10. Modification and Assignability of Agreement: This Agreement contains the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written Agreement signed by the Parties hereto. ARTIST may not subcontract or assign their rights (including the right to compensation), or duties arising hereunder, without the prior written consent and express authorization of CITY. Any such consultant, subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.
11. Special Warranty: ARTIST warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. ARTIST declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading

to the award of this Agreement. Any such activity by ARTIST shall make this Agreement null and void. ARTIST further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good skillful manner. ARTIST acknowledges that they will be liable for any breach of this warranty.

12. Costs and Attorney Fees: In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
13. Jurisdiction and Venue: It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
14. Binding on Agents, Subcontractors, and Successors: CITY and ARTIST each bind themselves, their partners, agents, subcontractors, successors, assigns, and legal representatives to the other Party to this Agreement and to the partners, agents, subcontractors, successors, assigns, and legal representatives of such other Party with respect to all covenants of this Agreement.
15. Severability of Provisions: The terms of this Agreement shall be deemed severable. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any Party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties or other circumstances.
16. Notice:
 - A. CITY's Representative. Communication with CITY shall be to City of Moscow Arts Manager, 206 East Third Street, Moscow, Idaho, 83843, email mcherry@ci.moscow.id.us. The Arts Manager or designee shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.
 - B. Communication to ARTIST shall be to:
Artist TBD
Address TBD
Email TBD
Phone TBD

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

and all claims, demands, damages, costs, expenses, or liability arising out of ARTIST's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees.

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

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

limited to, § 106A(a) or § 113(d), or otherwise in the nature of “Droit Moral” under which artists claim an interest in their work. ARTIST understands that, despite CITY’s commitment not to intentionally damage, alter or modify the work of art without the prior written approval of ARTIST, alterations to the site and/or removal of the work of art from the site may subject the work of art to destruction, distortion, mutilation or other modification, by reason of such site alterations or its removal.

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

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

I, Artist TBD, certify under the penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct. If I am signing this document utilizing an electronic signature, I understand that this electronic signature is valid and binding upon me to the same force and effect as a handwritten signature.

ARTIST

CITY

Artist TBD

Hailey Lewis, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Attachment "A"
RFQ for Mural at City Shop

DRAFT

ARTWORK COMMISSION AGREEMENT FOR
PUBLIC ART PROJECT 2026 MURAL AT
THE CITY SHOP

THIS ARTWORK COMMISSION AGREEMENT FOR PUBLIC ART PROJECT 2026 MURAL AT THE CITY SHOP (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2026, by and between Artist TBD (hereinafter "ARTIST") and City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

WHEREAS, CITY invited artists and artist teams to submit qualifications for a mural to be installed at the City Shop; see RFQ included as Attachment "A" (hereinafter "Project") and incorporated herein by this reference; and

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

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

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

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

1. Duration: This Agreement shall become effective on the date indicated above and shall remain in effect until satisfactory performance of all services is completed, unless terminated for breach or as provided in this Agreement.
2. Scope of Work:
 - A. Description of Artwork. [Artwork title and description pending] (hereinafter "Artwork") see Attachment "B".
 - B. Time of Performance. ARTIST shall coordinate commencement and installation of the Artwork with CITY Arts Manager and shall have the Artwork completed no later than September 30, 2026. ARTIST shall immediately notify CITY of any delay which occurs or which is anticipated to occur so that arrangements can be made to complete the Artwork for the Project as close to the completion date of September 30, 2026 as reasonably possible. Date of delivery and installation may be extended, for a reasonable

amount of time, due to circumstances and events beyond control of CITY and/or ARTIST, due to unforeseen circumstances, or upon written Agreement by the Parties.

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

3. Services:

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

4. Compensation:

- A. ARTIST shall receive an amount not to exceed Ten Thousand Dollars (\$10,000). This amount may be used for travel expenses, food, any design fees, lodging, and all expenses related to the creation of ARTIST's Artwork installation. This amount shall constitute full compensation for all services, materials and fees to be performed or furnished by ARTIST pursuant to this Agreement.
- B. Payment shall be made in two (2) installments:
 - First Installment of Four Thousand Dollars (\$4,000) shall be paid at the time of the execution of this Agreement.
 - Second and Final Installment of Six Thousand Dollars (\$6,000) shall be paid after completion of the Project and CITY's receipt of the Commissioned Artwork Detailed Report.

5. Termination:

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

6. CITY Responsibilities:

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

7. General Terms:

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

manner or degree with the performance of their services hereunder. ARTIST further covenants that, in performing this Agreement, they shall employ no person who has any such interest.

- C. Changes in Regulations: ARTIST is to perform their work under the current Federal, State, and local laws and regulations in full force and effect at the date of this Agreement.
- D. Public Funds for Abortion Act: Pursuant to Idaho Code Title 18 Chapter 87, ARTIST certifies that they will not use the funds received pursuant to this Agreement for abortion related activity pursuant to Idaho Code § 18-8705.
- E. Non-discrimination: ARTIST shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, gender, gender identity, pregnancy, national origin, ancestry, age (40 and older), marital or familial status, veteran status, disability, sex, sexual orientation, genetic information, or any other basis prohibited by local, state, or federal law.
- F. Modification and Assignability of Agreement: This Agreement contains the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written Agreement signed by the Parties hereto. ARTIST may not subcontract or assign rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such consultant, subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.
- G. Special Warranty: ARTIST warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. ARTIST declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by ARTIST shall make this Agreement null and void. ARTIST further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good skillful manner. ARTIST acknowledges that they will be liable for any breach of this warranty.
- H. Costs and Attorney Fees: In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
- I. Jurisdiction and Venue: It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is

agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

- J. Binding on Agents, Subcontractors, and Successors: CITY and ARTIST each bind themselves, their partners, agents, subcontractors, successors, assigns, and legal representatives to the other Party to this Agreement and to the partners, agents, subcontractors, successors, assigns, and legal representatives of such other Party with respect to all covenants of this Agreement.
- K. Non-Appropriations: This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- L. Severability of Provisions: The terms of this Agreement are severable. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any Party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties or other circumstances.
- M. Notice:
1. Communication with CITY shall be to City of Moscow Arts Manager, 206 East Third Street, Moscow, Idaho, 83843, email mcherry@ci.moscow.id.us. The Arts Manager or designee shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.
 2. Communication to ARTIST shall be to Artist **TBD**, Address **TBD**, [Email](#) **TBD**.
- N. Insurance:
1. Insurance Required. ARTIST and any subcontractor or agent shall maintain automobile insurance and statutory workers compensation insurance, employer's liability and comprehensive general liability insurance coverage, all as required by law.
 2. General Liability. ARTIST shall provide, at ARTIST's expense, general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury and property damage, covering ARTIST's work in fabricating, transporting, and installing the Artwork, which

shall be in force for no less than fifteen (15) days prior to ARTIST's commencing work, until completion and final acceptance of the Artwork by CITY.

3. Worker's Compensation and Employer Liability Insurance. Worker's compensation insurance shall be provided to cover any employees involved in producing the Artwork in such amounts required by Idaho law for all work performed in Idaho or in such amounts as may be required by Idaho law.
 4. CITY as Additional Insured and Term of Insurance. On all insurance policies required under this Agreement other than auto, CITY shall be named as an additional insured and the policy shall provide it may not be cancelled or reduced in coverage, except upon thirty (30) days prior written notice to CITY. Any cancellation of insurance, other than auto, without appropriate replacement in the amounts and terms set forth herein, shall constitute grounds for termination of this Agreement. Each type of insurance required by this Agreement shall be in force for no less than fifteen (15) days prior to ARTIST's commencing the Project until completion and final acceptance of the Artwork by CITY.
 5. ARTIST to provide Certificates of Insurance to CITY. ARTIST shall insure that CITY is provided a Certificate of Insurance for each insurance policy required by this Agreement.
 6. Contractors and Subcontractors. ARTIST shall insure that all contractors, subcontractors and agents of ARTIST provide the insurance required herein and that each such contractor, subcontractor and agent shall provide CITY a certificate of insurance and shall name CITY as an additional insured on the Project, and shall provide documentation of any agreement between ARTIST and contractor(s)/subcontractor(s) relative to the Project.
- O. Hold Harmless:
1. Indemnification. ARTIST waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to ARTIST's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees. Further, ARTIST shall indemnify, hold harmless, and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of ARTIST's performance of this Agreement.

In addition to other rights granted CITY by this Agreement, ARTIST shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the acts and/or

any performances, activities, errors or omissions by ARTIST or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of ARTIST or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order, or decree.

2. Risk of Loss. ARTIST shall take such measures as are reasonably necessary to protect the Artwork and materials being used by ARTIST to create the Artwork from loss or damage until ARTIST has completed delivery to CITY of all materials specified herein and ownership is transferred to CITY, which shall occur when installation is complete.

P. Copyright:

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

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

3. Ownership. The Artwork shall be a limited edition of one (1), unique, artwork that is a two-dimensional mural [Artwork title pending] as described herein. ARTIST shall not reproduce the Artwork elsewhere or allow the Artwork to be reproduced elsewhere. ARTIST warrants that, unless otherwise set forth in writing, the Artwork will be an original, in that the Artwork owes its creation or origin to ARTIST and is not the product of copying another's work in any manner. Furthermore, ARTIST warrants and represents that ARTIST has not previously published the Artwork which is transferred by and the subject of this Agreement and that ARTIST is the sole owner of all rights therein. Except as provided in this Agreement, upon final acceptance and acceptance of Artwork, installation, and final payment to ARTIST, CITY shall own the Artwork. ARTIST hereby expressly waives any right, title or interest in the Artwork created for the Project. ARTIST understands that this waiver includes waiver of the exclusive rights of reproduction, adaptation, publication, performance and display.
- Q. Notification of Use: CITY agrees to make a reasonable effort to notify ARTIST of CITY's intent, if any, to use or adapt materials developed for the Project following completion of the Project.
- R. Deaccession: CITY may deaccession the Artwork at any time and in any manner as deemed appropriate by CITY.
- S. Post-Installation Repairs, Maintenance, or Alterations:
1. ARTIST shall not be responsible or liable for any damage to the Artwork, its surfaces, or environment caused by personnel of CITY or its employees or agents, visitors, members of the general public or others beyond the control of ARTIST.
 2. ARTIST shall not be responsible or liable for any damages to the Artwork caused by extremely adverse weather conditions, acts of God, vandalism, or other acts abnormal to the site beyond the control of ARTIST.
 3. CITY may provide basic maintenance, restoration and repairs as it deems necessary. CITY will assume cost for repairs upon expiration of the one (1) year warranty period set forth in this Agreement through the end of the mural installation period which is anticipated to be between 5 – 8 years from the time of installation. Whenever practical and fiscally possible, ARTIST shall be given an opportunity to perform and/or act as consultant for the repair or restoration of the Artwork, for which ARTIST shall be entitled to reasonable compensation, provided CITY directs the repair or restoration. In the event that the Artwork is damaged or destroyed, CITY, in its sole discretion, may restore the Artwork or choose not to restore the Artwork, subject to receipt of any insurance proceeds and other funds sufficient for the repair or restoration.

T. Warranty: Upon final acceptance of the Artwork, ARTIST warrants that the Artwork shall be free from defects in materials and workmanship, including inherent vice. ARTIST shall, for a period of one (1) year from final acceptance of the Artwork by CITY, correct any such defects at ARTIST’s own expense. “Inherent vice” refers to a quality within the material or materials that comprise the Artwork, which, either alone or in combination with other materials used in the Artwork or reacting to the environment, results in the tendency of the Artwork to destroy itself. Upon written notification of a defect in materials or workmanship, ARTIST shall have sixty (60) days to commence repairs. ARTIST shall conclude the repairs within a reasonable time.

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

I, Artist **TBD**, certify under the penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct. If I am signing this Agreement utilizing an electronic signature, I understand that this electronic signature is valid and binding upon me to the same force and effect as my handwritten signature.

ARTIST

CITY

City of Moscow, Idaho

By: _____
Artist **TBD**

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Attachment "A"
RFQ for mural at Jackson and A Streets

DRAFT

Attachment "B"
ARTIST Proposal

DRAFT

City Shop Mural - Community Input Results

ID	Submission Date	What is special about this location?	What would you be happy to see at this site every day?
13049	7/21/2025 10:49	As a 60+ year resident, I'm reminded when that intersection was nearly the northern border of Moscow. Cliftons had a medium size ranch across the street (now PCEI), and further east on Public was Bills White Barn antique store and Virginia McDonald's home-based garden center (no MBS, Walmart or Home Depot then!). Moscow has changed and grown up all around the City Shop, but the dedicated employees continue keeping things beautiful, functional, and up to date.	Something that incorporates nod to the neighborhood history as mentioned above.
13050	7/21/2025 11:06	It has pretty high traffic that drives, bikes and walks by it every day.	Because it is close to PCEI Nature Preserve, it would be great to see natural elements related to the Palouse.
13051	7/21/2025 11:43	My child and I walk and bike past the city shop often, either on our way to a park or to visit grandparents. He enjoys seeing the machines, equipment, and the workers busy with their various tasks. He and I both recognize the importance of the people and equipment that help maintain our beautiful town year round. This site, while not beautiful now, is like many other sites - composed of the somewhat hidden and usually underappreciated things that help keep our town maintained and its people moving.	Something dedicated to or showing appreciation for the people, their equipment and tools, and the work they do around Moscow.
13056	7/21/2025 13:22	I live by it and drive by it everyday	Something with animals, patriotic, patriotic animals or maybe some rolling hills or Moscow mountain. Avoid any woke BS
13057	7/21/2025 13:30	I live on public ave. and will be for the foreseeable future	American flag. Rainbow trout. Mountains.
13059	7/21/2025 13:57	This location is special because it feels like the edge of town: the open floodplain, park, and nature center give a clear view out of city limits. Because of this, the mural should celebrate our local and historical biodiversity.	I would love to see a mural of some of our native large herbivores and carnivores (deer, moose, elk, bison, and bear). I love the mural on Jackson Street and I would like one at this location to have a similar feeling of bringing our native animals back into town.
13061	7/21/2025 15:16	Nothing. It is industrial	Not a thing. A colossal waste of money!
13062	7/21/2025 15:31	The building is at an angle to give people that go by a very good view to look at it	Something that every person in Moscow could agree on. So probably something about nature, wildlife, local plants.
13063	7/21/2025 15:36	Look what was there in the 20s on a map at the county. Railroad went through it, judging by the # of spikes I've dug up!	Simple mural. Not a \$60,000 concrete wheat like on south main. Use the rest of the money to repave Van Buren St. with all the city traffic on it it could use it.
13065	7/21/2025 15:39	Nothing come to mind	Please don't waste taxpayer \$ on this. The original mural on the water dept was horrible. Just paint the building and save the \$.
13069	7/21/2025 17:17	It's a place that doesn't get much attention, so a mural would bring attention to that end of town.	Something with bright colors that sends a positive message.
13070	7/21/2025 17:25	1) the creek that runs alongside the road, 2) proximity to PCEI, 3) lots of people walk/ride their bikes on the street to access Moscow Mountain.	Something nature related.
13071	7/21/2025 17:46	Nothing	Leave it be.
13072	7/21/2025 18:01	Lots of visual space	Dragons
13075	7/21/2025 19:24	Getting work done	Nature
13076	7/21/2025 19:53	This location is near Lola Clyde Park and the Palouse Nature Center. People and their families walk past this location daily to go play at the park or hike at the nature center.	I would be happy to see a mural with flowers native to the Palouse and children playing.
13077	7/21/2025 20:37	I can see it from my home. Polk & Public get a fair bit of auto & foot traffic.	Something depicting the neighborhood wildlife: foxes, racoons, skunks, moose, rabbits, mice, voles, hawks, ravens, owls, etc.
13078	7/21/2025 20:37	I can see it from my home. Polk & Public get a fair bit of auto & foot traffic.	Something depicting the neighborhood wildlife: foxes, racoons, skunks, moose, rabbits, mice, voles, hawks, ravens, owls, etc.

13080	7/21/2025 21:41	It's right by my house and I would love to see a beautiful mural of nature.	Things found in nature. I love the new mural that was done at the utilities building.
13083	7/21/2025 23:03	I drive by every time I go to Rosauers	Since it's a shop, theme it after the everyday equipment that the farmers of the area use in the surrounding fields. It should primarily be gold, not only because of the golden wheat fields, but also Vandal colors.
13084	7/22/2025 7:07	it's where city and country meet. the open spaces grow exponentially as you head north. the reminder that the city provides a place of community and access to necessities is also present.	a perspective piece with a larger than life cow face and a background that is looking at the palouse hills and the city scape in the distance. the view from the southwest would be great: then moscow mountain could be in the background. looking forward to what you all decide!
13091	7/22/2025 11:58	I live right around the corner from this space, it's a constant traffic zone for kids and families and people walking their dogs. It serves as a cultural crossroads in an underrated part of town.	I would love to see a colorful addition to the area, maybe a mural that celebrates the nature of the Palouse, or possibly the diversity of its inhabitants.
13096	7/22/2025 22:42	There is nothing special about this site. Choose a better site.	Nothing, nobody drives by this site. Choose a better site. Megan has nothing else to do, she can spend her time finding a better location for public art.
13100	7/23/2025 10:09	This corner in some ways symbolizes the close-knit community of Moscow. My dad's office was here for many years and it was only a few blocks from home. Tucked neatly in a neighborhood is where many of our city employees serve the community day to day.	I would be happy to see art which represents interconnectivity and closeness in our community. Something bright and welcoming in contrast to the shop rather than metal sculpture would be best in my opinion.
13180	7/24/2025 15:35	A lot of people drive by this location daily.	If there was something bright and colorful on this building that brings happy thoughts to mind.
13183	7/24/2025 15:59	Not much.	I would prefer to see the art on the fencing at that location than on the side of the building. I worry about art that would struggle to withstand harsh elements (southern sun) on the side of a metal building. Metal art on or forming the fencing would be more visible to the public. I'm thinking of the water/fish art on the pedestrian overpasses along the Lewiston levies. But with Palouse flora/fauna.
13191	7/24/2025 18:31	Tools. Equipment. Mechanics.Big Vehicles	Lots of trucks and street equipment. Lots of tools - kids will love it!!
13192	7/24/2025 18:35	nothing	A well constructed fence and a bit of greenery
13201	7/24/2025 21:20	It is the juxtaposition of the city to the rolling hills of farmland that surround moscow.	I would like to see a brightly colored mural of the rolling hills that encompass the experience of being in the surrounding area of Moscow.
13204	7/25/2025 0:42	It's near PCEI and the adjacent park with some trails and wild areas. It is also at the bottom of some of the greenest tree-filled residential hills in Moscow. The lot is dusty and industrial feeling, so bringing some of the wild spaces and greenery into the mural would create balance and vibrancy.	A celebration of Moscow's status as a tree city. Greenery on the building would tone down the edge-of-town industrial feeling of a dirt and concrete lot and all the pavement of Polk and the intersection with Public. I'd love the building to blend seamlessly with our tree-heavy residential hills and nearby PCEI.
13223	7/25/2025 9:04	Nothing. It is a city shop. It would be a waste of time and money to put up any artwork here.	City workers working and earning their paycheck.
13225	7/25/2025 9:17	It is near PCEI - an outdoor community oasis. It is an important hub and location for the city, though most might not see or acknowledge it. As it is currently, it isn't very welcoming looking given the lack of landscaping and the working nature of the facility. Grounding this building in the surrounding nature would soften the building and site, making it look less industrial.	Something cheery and bright, highlighting how welcoming Moscow is. Sometimes big equipment might block the view of the building, so its important to take this into account. I love that Moscow is pursuing this!

13242	7/25/2025 12:37	Polk is one of our few neighborhoods that, while still being "in town", still has a connection to the rural land around us with views of rolling hills, fields, etc. Any project here should reflect that surrounding.	General curb appeal improvements should be considered in addition to a mural. Fencing should either be upgraded to something more attractive than chain link (natural materials, like wood), or the current chain link slats painted to complement the future mural. The shop currently interrupts the connection of two neighborhoods (houses, to a large non-residential lot, back to houses again), improvements to help reconnect these areas include: Native shrubbery and low-water plantings added to the existing medians to improve general appearance and make this use appear less industrial. Trees should be added to the north end of the sidewalk to provide shade to an over-exposed sidewalk area to enhance the desirability and walkability of this stretch.
13263	7/25/2025 17:35	Constantly passed by; lots of families pass it due to the subdivisions + low income housing near there	<p>Something truly classic - a tribute to a famous romantic artist, like William Waterhouse, or a montage of art nouveau & art deco styled art.</p> <p>Secondarily, either a) a map of moscow/ surrounding areas/their crops and soil types (educational for kids) OR a piece detailing the history of a local tribe, like the Nez Perce, and paying tribute to them.</p> <p>The piece should be classy and lasting - not just UOI themed/promoting (feels like a lot of the artwork downtown, even if not overtly uoi themed, is done in the similar style to the vandals logo and in similar yellows.)</p>
13264	7/25/2025 17:56	Lots of people walk and drive through this area. It is close to PCEI and to two parks.	Flowers, color, more people walking.
13360	7/28/2025 15:05	Within residential area, in a kind of bowl which can be portrayed message symbolically via art.	Murals: Landscapes or shop functions integrated with landscapes. Off top of my head example: plow on snowy street, rig holding tree to be planted (I don't know what that is so show me), constructing a fire engine. Include something on top of roof as fringe houses look down on it. Also maybe a theme-related sculpture or sign with picture at entries. Definitely include on murals landscapes to help blend these buildings & work areas into a neighborhood setting.
13379	7/29/2025 10:20	I pass by it often	A landscape of the Palouse

City Shop Mural - Staff Input Results

ID	Submission Date	What sparked your interest in and led you to pursue the work you do?	What would you like the public to know about the services you provide to the community?	Is there a tool, vehicle, or process that you particularly like to work with in your daily tasks? If so, why?	What would you be happy to see at this site every day?
13044	7/21/2025 9:11	<p>At the end of the day, I want to make our world a better place.</p> <p>Public serve to our community in parks fulfills that vision.</p>	<p>I would like the public to get outside and enjoy the outdoors in our beautiful parks.</p>		<p>I think something to reflect the great community we all live in. I am not sure what this is but something that brings joy to the public and gives a sense of pride to staff.</p>
13327	7/28/2025 7:51	<p>I enjoy being part of a team that works well together and is good at overcoming challenges.</p>	<p>We take a lot of pride in our upfits across the City. Many people do not know we make those vehicles, most assume they show up to the shop ready to go for the next 20yrs. No one has ever left Fleet. It has been 100% continuity from employees since the 60's. Everyone that has started in Fleet, retires from Fleet.</p>	<p>Upfitting</p>	<p>Showcasing our level of fabrication talent in our employees.</p>

COMMITTEE / CITY COUNCIL STAFF REPORT



DATE: Monday, November 24, 2025

AGENDA ITEM TITLE

PUBLIC MEETING: Proposed Lot Division Located at 1026 North Mountain View Road (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Lucy Falcy, Planner

ADDITIONAL PRESENTER(S)

Michael Ray, Assistant CD Director/Planning Manager

DESCRIPTION

The applicant, Church and Church Inc, is requesting a lot division to create three lots of approximately 11,792 square feet, 12,501 square feet, and 12,496 square feet in size from an existing 36,789 square foot parcel located at 1026 North Mountain View Road. An existing single-family dwelling, 1026 Mountain View Road, will remain on the newly created westernmost lot and will be located 21.9 feet from its new eastern lot line. The subject property is located in the Low-Density Single-Family Residential (R-1) Zoning District. Within the R-1 Zoning District, lots are required to be a minimum of 9,600 square feet in size and have a minimum lot width of 80 feet. Additionally, within the R-1 zone, required side-yard setbacks are a minimum of five (5) feet with a combined total of fifteen (15') on both sides. All proposed lots meet the minimum lot area, width, and setback requirements of the R-1 Zone and will take access and utilities off of North Mountain View Road. Lot division proposals within the R-1 Zone require 5% of the net developable land to be dedicated to parkland or a fee in-lieu of when land dedication is deemed inappropriate. Due to the size of the project, David Schott, Parks and Facilities Manager agreed to receive an in-lieu fee of \$569.64 to satisfy the requirement. Future development of the eastern lot will prompt sixty-two (62) feet of right of way improvements along the south edge of North Mountain View Road to the eastern property boundary. Property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the lot division request with no conditions; or recommend approval of the lot division request with conditions; or recommend denial of the lot division request; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the lot division request with no conditions.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 1026 Mountain View LD - ADM 11-24-25
2. 11.06.25 MEMO Parkland Dedication 1026 Mountain View Lot Division

NOTICE OF PUBLIC MEETING

Proposed Lot Division of a 0.84 Acre Parcel Located at 1026 Mountain View Drive within the City of Moscow as Shown on the Vicinity Map Below. Permit Application LUP2025-0028

A public meeting before the Administration Committee of the City Council will be conducted during which the following proposal will be considered:

Proposed lot division to create three lots of approximately 11,792 square feet, 12,501 square feet, and 12,485 square feet in size from the existing 0.84 acre parcel. The intent is to separate the lot into three parcels for individual ownership.

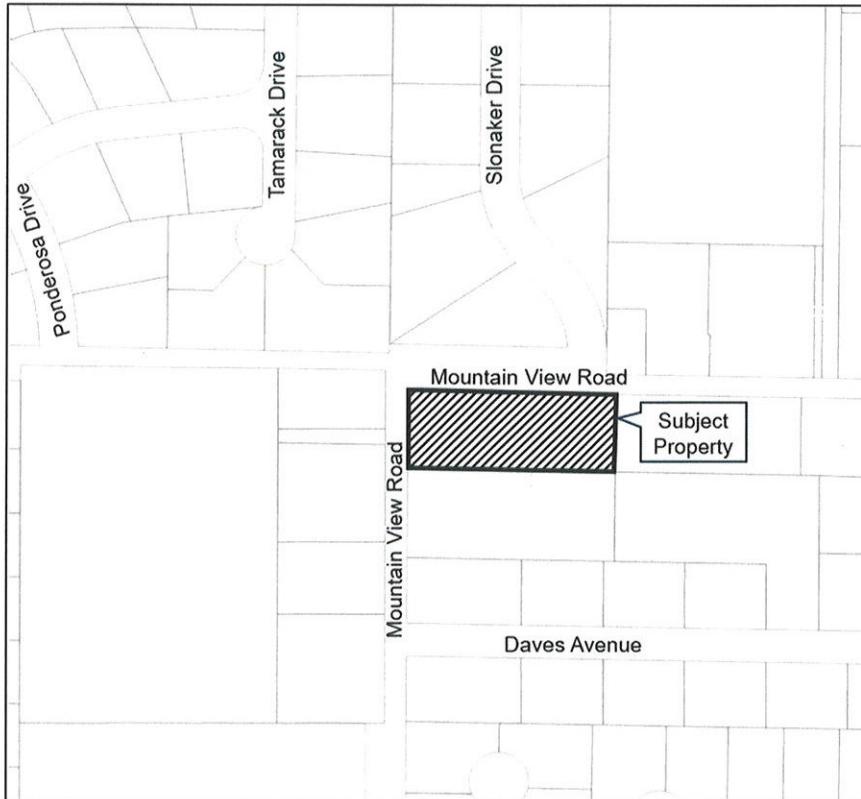
MEETING DATE: Monday, November 24, 2025

LOCATION OF MEETING: Council Chambers, Second Floor, Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 4:00 p.m.

Note: Meeting start time is not necessarily indicative of the start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine the start time, which could occur late in the meeting.

The file containing information on this matter is available for public review at the Community Development Department located in the Haddock Building at 504 S Washington Street, Moscow, Idaho. Call 883-7035 for a meeting agenda and further information about the matter. You may obtain further information about the public hearing process and procedures on the City Website at: <https://www.ci.moscow.id.us/593/Public-Hearing-Notices>



Laurie M. Hopkins
Moscow City Clerk


Jennifer Fleischman
Deputy City Clerk



405 SE Brelsford DR, Ste C
Pullman, WA, 99163
509-339-6187

October 16, 2025

Mayor Art Bettge & City Council

206 E. 3rd Street
Moscow, ID 83843

Dear Mayor Bettge & City Council,

On behalf of Church and Church Inc, I would like to request the Lot Division of a portion of Lot E of Schumaker's Addition to create three individual single-family lots along Mountain View Road. The intention of the lot division is to support the residential development in the area.

Included in the application packet you will find the required Site Plan, Lot Division Plat, and Legal Description of the property. Please feel free to reach out to myself or Church & Church, Inc if you have any questions or concerns regarding the property or the project.

Thank you,

A handwritten signature in blue ink, appearing to be "SS" with a stylized flourish.

Scott Sumner, PE, LSIT

Principal



405 SE Brelsford Drive, Ste C
Pullman, WA 99163
208.596.7912 (cell)
509.339.6187 (office)
Scott@SynTierEngr.com

I WILLIAM QUINN, am the owner of the property and hereby approve this lot division site plan.

W. Quinn

10/21/25
Date

EXISTING DESCRIPTION

THE WEST HALF OF THE NORTH HALF OF LOT E, SCHUMACHER'S ADDITION TO THE CITY OF MOSCOW, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 3 OF PLATS AT PAGE 9, RECORDS OF LATAH COUNTY, IDAHO.

PROPOSED DESCRIPTIONS**LOT 1**

THE WEST HALF OF THE NORTH HALF OF LOT E, SCHUMACHER'S ADDITION TO THE CITY OF MOSCOW, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 3 OF PLATS AT PAGE 9, RECORDS OF LATAH COUNTY, IDAHO;

EXCEPT THE EAST 210 FEET THEREOF;

ALSO **EXCEPT** THAT PORTION OF SAID LOT E, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9;

THENCE SOUTH 45°17'15" EAST A DISTANCE OF 42.70 FEET TO THE NORTHWEST CORNER OF SAID LOT E, WHICH POINT IS ON THE SOUTHERLY RIGHT-OF-WAY (ROW) LINE OF MOUNTAIN VIEW ROAD AND THE **POINT OF BEGINNING**;

THENCE EASTERLY ALONG SAID SOUTHERLY ROW LINE AND THE NORTH LINE OF SAID LOT "E" SOUTH 89°55'14" EAST A DISTANCE OF 43.80 FEET;

THENCE LEAVING SAID NORTH LINE AND SAID SOUTHERLY ROW LINE SOUTH 63°47'15" WEST A DISTANCE OF 22.61 FEET;

THENCE SOUTH 39°58'23" WEST A DISTANCE OF 22.64 FEET;

THENCE SOUTH 21°06'24" WEST A DISTANCE OF 23.36 FEET TO THE WEST LINE OF SAID LOT "E" AND THE EASTERLY ROW LINE OF MOUNTAIN VIEW ROAD;

THENCE NORTHERLY ALONG SAID EASTERLY ROW LINE NORTH 00°39'15" WEST A DISTANCE OF 49.19 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 11,792 SQUARE FEET OF LAND, MORE OR LESS.

PREPARED BY SYNTIER ENGINEERING.

LOT 2

THE WEST 105 FEET OF THE EAST 210 FEET OF WEST HALF OF THE NORTH HALF OF LOT E, SCHUMACHER'S ADDITION TO THE CITY OF MOSCOW, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 3 OF PLATS AT PAGE 9, RECORDS OF LATAH COUNTY, IDAHO.

CONTAINING: 12,501 SQUARE FEET OF LAND, MORE OR LESS.

LOT 3

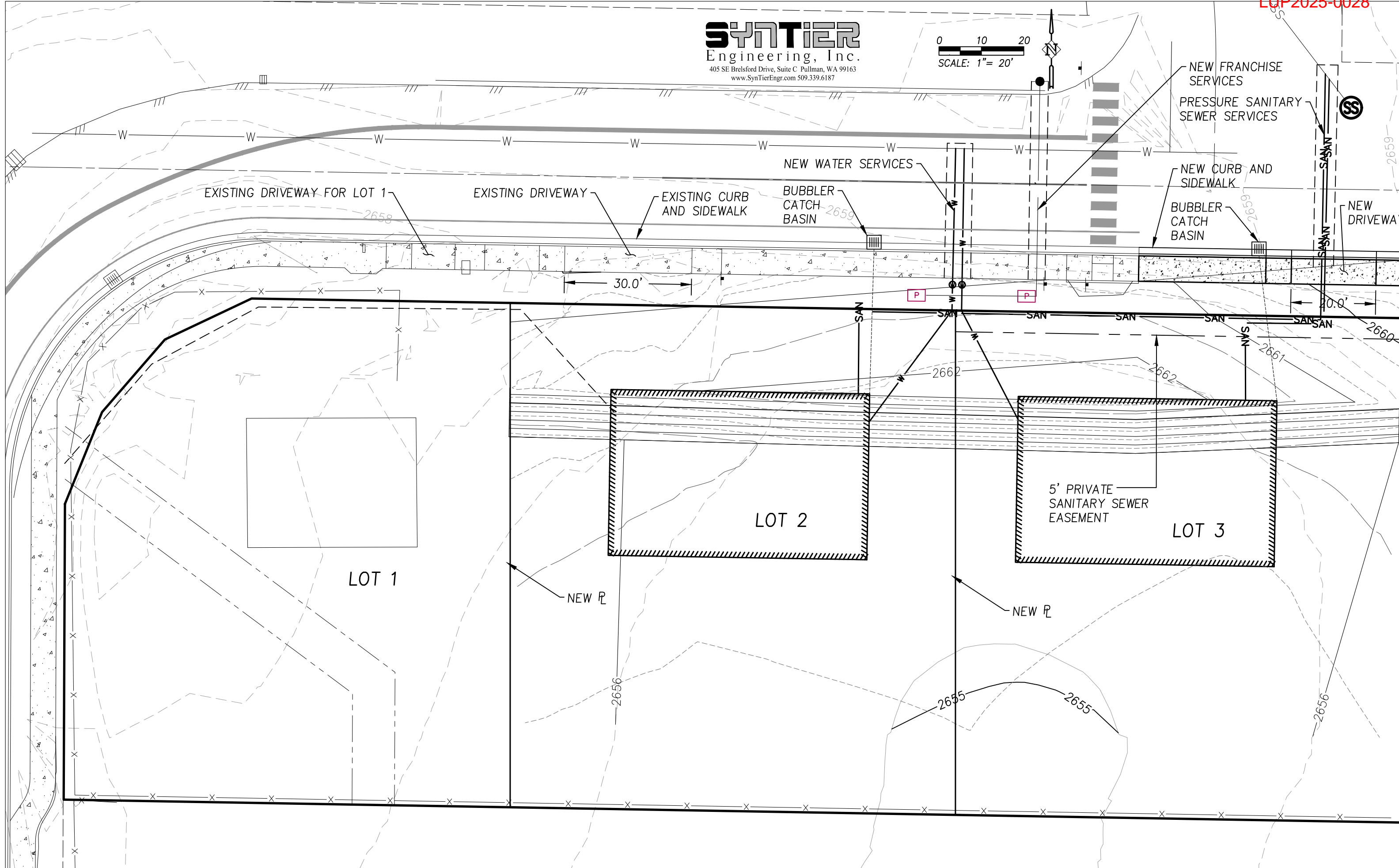
THE EAST 105 FEET OF WEST HALF OF THE NORTH HALF OF LOT E, SCHUMACHER'S ADDITION TO THE CITY OF MOSCOW, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 3 OF PLATS AT PAGE 9, RECORDS OF LATAH COUNTY, IDAHO.

CONTAINING: 12,496 SQUARE FEET OF LAND, MORE OR LESS.

PREPARED BY SYNTIER ENGINEERING.

SYNTIER
Engineering, Inc.
405 SE Brelsford Drive, Suite C Pullman, WA 99163
www.SynTierEng.com 509.339.6187

0 10 20
SCALE: 1" = 20'

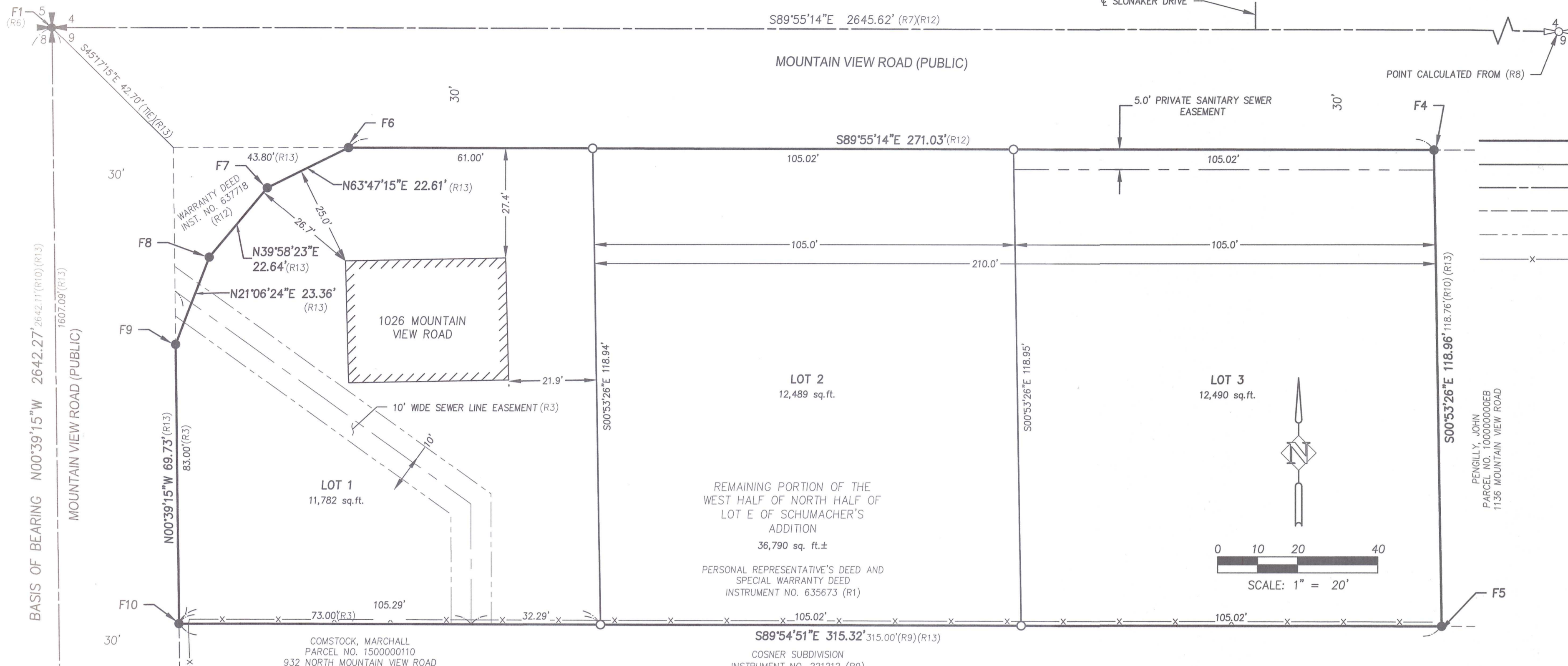


RECORD OF SURVEY

A PORTION OF LOT E, SCHUMACHER'S ADDITION,
SITUATE IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9,
TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF MOSCOW, LATAH COUNTY, IDAHO

RECORDER'S CERTIFICATE:

FILED FOR RECORD THIS _____ DAY OF _____ 20____
AT _____ M. IN BOOK _____ OF _____
AT PAGE _____ INSTRUMENT NUMBER _____
AT THE REQUEST OF _____
LATAH COUNTY RECORDER
DEPUTY

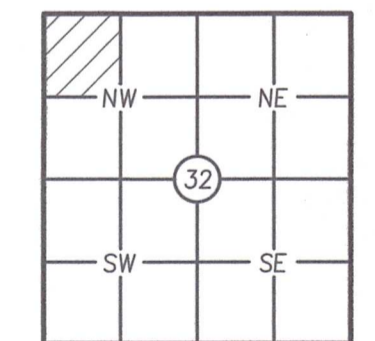


LEGEND:

- SUBJECT PROPERTY LINE
- PROPOSED LOT LINE
- SECTION LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- EXISTING FENCE
- EXISTING BUILDING
- SECTION CORNER AS NOTED
- 1/4 SECTION CORNER AS NOTED
- FOUND MONUMENT SEE CORNER NOTES
- SET 5/8" REBAR WITH OPC MARKED "VONLINDERN, PLS 19293"
- CALCULATED ANGLE POINT, NOTHING SET
- RECORD INFORMATION SEE OFFICIAL DOCUMENTS
- ORANGE PLASTIC CAP

CORNER VISITATION:

THE MONUMENTS SHOWN AS FOUND AND TIED HEREON WERE VISITED IN OCTOBER OF 2024.



S.9, T.39N., R.5W., B.M.

OFFICIAL DOCUMENTS:

- R1 PERSONAL REPRESENTATIVE'S DEED AND SPECIAL WARRANTY DEED, INSTRUMENT NO. 635673, 8/02/2024, THE JOANN S. EVANS ESTATE AND JAMES HOWARD EVANS AND VIVIAN LOUISE EVANS TO CHURCH & CHURCH, INC.
- R2 SEWER LINE EASEMENT AGREEMENT, INSTRUMENT NO. 635664, 8/02/2024, JAMES HOWARD EVANS, AND VIVIAN LOUISE EVANS AND THE ESTATE OF JOANN S. EVANS TO MARSHALL H. COMSTOCK AND RHONDA L. COMSTOCK.
- R3 QUIT CLAIM DEED, INSTRUMENT NO. 455895, 3/12/2001, MARSHALL COMSTOCK TO MARSHALL H. COMSTOCK AND RHONDA L. COMSTOCK.
- R4 DECLARATION OF HOMESTEAD, INSTRUMENT NO. 389864, 6/05/1992.
- R5 WARRANTY DEED, INSTRUMENT #376878, 6/05/1990, DAVID F. COSNER AND ELLEN M. COSNER TO JOHN JAY PENGILLY AND MARIAN SMITH PENGILLY.
- R6 CORNER PERPETUATION AND FILING RECORD E-9, SECTIONS 5, 4, 8, AND 9, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN, INSTRUMENT #449147, 2000, SURVEYOR: KINNEY.
- R7 CORNER PERPETUATION AND FILING RECORD G-9, SECTIONS 8, AND 9, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN, INSTRUMENT NO. 285184, 1977, SURVEYOR: SMITH.
- R8 ALVAREZ ADDITION TO MOSCOW, INSTRUMENT NO. 515237, 2007, SURVEYOR: DUNN.
- R9 COSNER SUBDIVISION, INSTRUMENT NO. 221212, 1963, SURVEYOR: CONITZ.
- R10 SCHUMACHER'S ADDITION TO MOSCOW, INSTRUMENT NO. 37010, 1905, SURVEYOR: HANNAH.
- R11 SURVEY FOR; GARY AND KATHY LEFORS, INSTRUMENT NO. 517815, 2007, SURVEYOR: YOUNGER.
- R12 WARRANTY DEED, INSTRUMENT NO. 637718, 12/18/24, CHURCH & CHURCH, INC. TO CITY OF MOSCOW, IDAHO.
- R13 SURVEY FOR; CITY OF MOSCOW, INSTRUMENT NO. 638262, 2025, SURVEYOR: VONLINDERN

CORNER NOTES:

- F1 FOUND 2" ALUMINUM CAP FOR NORTHWEST CORNER OF SECTION 9, MARKED "RUEN-YEAGER, T39N R5W, 5 4, 8 9, 2000, PE/PLS 1969", AT SURFACE.
RPF-NAIL ON TOP OF YPC IN UTILITY POLE N15°58'27"W 17.59'
- F2 FOUND 3 1/2" BRASS CAP IN A MOSCOW MONUMENT CASE FOR THE WEST QUARTER CORNER OF SECTION 9, MARKED "LATAH COUNTY MONUMENT, P.E OR L.S. IDAHO REG. NO.", PER CORNER PERPETUATION AND FILING FORM INSTRUMENT NO. 285184.
- F3 FOUND 5/8" REBAR, NO CAP IN A MOSCOW IDAHO MONUMENT CASE IN THE CENTERLINE OF MOUNTAIN VIEW ROAD.
- F4 FOUND 5/8" REBAR WITH YPC, MARKED "HODGE, 3003", AT SURFACE, BEING NORTH 00°53'26" WEST 0.27' FROM CALCULATED POSITION.
- F5 FOUND 5/8" REBAR WITH YPC, MARKED "HODGE, 3003", AT SURFACE.
- F6 FOUND 5/8" REBAR WITH YPC, MARKED "HODGE, 3003", AT SURFACE.
- F7 FOUND 5/8" REBAR WITH OPC, MARKED "VONLINDERN, PLS 19293", AT SURFACE.
- F8 FOUND 5/8" REBAR WITH OPC, MARKED "VONLINDERN, PLS 19293", AT SURFACE.
- F9 FOUND 5/8" REBAR WITH OPC, MARKED "VONLINDERN, PLS 19293", AT SURFACE.
- F10 FOUND 5/8" REBAR WITH OPC, MARKED "VONLINDERN, PLS 19293", AT SURFACE.

BASIS OF BEARING:

THE BEARING OF NORTH 00°39'15" WEST 2642.27 FEET WAS ASSUMED ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN, BETWEEN CORNERS F1 AND F2. (SEE SURVEYORS NARRATIVE, NOTE 3)

PURPOSE OF THE SURVEY:

THIS RECORD OF SURVEY WAS REQUESTED BY CHURCH & CHURCH INC., A MICHIGAN CORPORATION, TO MONUMENT AND PLAT THE PROPOSED 3 LOTS SHOWN HEREON.

SURVEYORS NARRATIVE:

1. WE ACCEPTED R13 AS THE BASIS OF THIS SURVEY.
2. WE ACCEPTED F5 AND F6 AS THE EAST LINE OF THE PROPERTY. WE ACCEPTED F7, F8, F9, F10, AND F11 FOR THE WEST LINE OF THE PROPERTY.
3. THE BASIS OF BEARINGS WAS ON AN ASSUMED BEARING USING AN ASTRONOMICAL NORTH FROM A NEARBY PREVIOUS PROJECT. (THE STATE PLANE BEARING BETWEEN F1 AND F2 IS S 00°14'34" W).
4. LEGAL DESCRIPTIONS OF THE NEW LOTS HAVE BEEN PREPARED AND WILL BE FILED UNDER SEPARATE DOCUMENTATION.
5. THE SUM OF THE TOTAL DISTANCES MAY NOT ADD UP TO THE INDIVIDUAL DISTANCES ALONG THE BLOCK BECAUSE OF THE PROPORTIONATE DIVISION OF THE TOTAL LINE AND SIGNIFICANT NUMBERS.
6. RECORD DISTANCES WILL NOT BE SHOWN WHEN MEASURED DISTANCES ARE WITHIN 0.10' OF SAID RECORD DISTANCES.
7. NO TITLE SEARCH WAS CONDUCTED. THERE MAY BE EASEMENTS, COVENANTS, RESTRICTIONS OR OTHER MATTERS AFFECTING THE SUBJECT PROPERTY, BUT NOT SHOWN, THAT WOULD BE DISCLOSED BY A CURRENT TITLE REPORT.

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CHURCH & CHURCH INC. IN OCTOBER OF 2025.

JASON MICHAEL VONLINDERN, PLS 19293 DATE _____



By	ATG	Date	10/24	Scale:	1"=20'
Surveyed	TMH	Date:	November 2, 2025	Drawing Name	MSP399-ROS.DWG
Drawn	JMV	Date:	10/25		
Checked					
Approved					
Accepted					Sheet 1 of 1

SYNTIER
Engineering, Inc.
405 SE Brelsford Drive, Suite C
Pullman, WA 99163
www.SynTierEng.com 509.339.6187

For:
CHURCH & CHURCH INC.
1026 MOUNTAIN VIEW ROAD
MOSCOW, IDAHO 83843

RECORD OF SURVEY
A PORTION OF LOT E, SCHUMACHER'S ADDITION,
SITUATE IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER
OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF MOSCOW, LATAH COUNTY, IDAHO



City of Moscow
Public Works & Services

Memo

To: Mike Ray, Planning Manager

From: David Schott, Parks and Facilities Manager

Date: November 6, 2025

Re: Parkland Dedication Requirements for the Proposed 1026 Mountain View Road Lot Division

With any subdivision, re-subdivision or lot division filed or applied for after December 15, 1985, lands shall be dedicated, or payment in lieu of dedication shall be paid, to the City in order that adequate sites for public parks may be properly located and preserved as the City develops. The proposed lot division located at 1026 Mountain View Road falls under the parkland dedication codes of the city.

Based on the submittal materials dated October 16, 2025, by the applicant, the net developable area is 36,761 square feet (sf) over three proposed lots: 11,782 sf, 12,489 sf, and 12,490 sf. The existing R-1 Low Density, Single Family Residential Zoning District has a requirement of 5% for parkland dedication, which requires 1,838.05 sf or 0.042 acres of parkland dedication. This equates to an in-lieu fee of \$569.64.

Given the very small acreage in parkland dedication, the parkland dedication does not meet land suitability to benefit our community from a park's perspective. It is my recommendation to accept an in-lieu fee of \$569.64 to meet the parkland dedication requirement.

Should there be any changes to the developable land or zoning, I would need to review those changes for any possible effects to my recommendation.

Please do not hesitate to contact my office with any questions or clarification.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, November 24, 2025



AGENDA ITEM TITLE

Proposed Lot Line Adjustment between 505 and 517 South Jackson Street (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Lucy Falcy, Planner

ADDITIONAL PRESENTER(S)

Michael Ray, Assistant CD Director/Planning Manager

DESCRIPTION

The applicants, Jackson Street LLC and New Saint Andrews College Inc, are requesting a lot line adjustment between two properties located at 505 and 517 South Jackson Street. The proposed lot line adjustment would increase the lot size of 517 South Jackson Street by approximately 344 square feet by bringing the northwest corner of the site further north 5.5 feet, thereby squaring off the lot and reflecting the historic use of the area by Jackson Street LLC. 505 South Jackson Street will be approximately 3,353 square feet and 517 South Jackson Street will be 9,966 square feet following the lot line adjustment. There will be no change to the current parking lot use at 505 South Jackson Street. The applicants are requesting the lot line adjustment to facilitate the development of a multi-family/multi-use project on the southern lot which currently houses a residential structure, duplex, and a multi-use structure (517, 519, and 521 South Jackson Street, respectively). The residential structure is slated for demolition to accommodate the anticipated development. Both properties are part of the Cox's Lots subdivision and located in the Central Business (CB) Zoning District. There is no minimum lot size, setbacks, or parking requirements within the CB Zone. The proposed lot line adjustment meets all zoning code requirements.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request with no conditions; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the lot line adjustment with no conditions.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Application Materials.2

Date: October 9, 2025

To the Honorable Mr. Bettge and City Councilors:

The intention of this lot line adjustment request is to straighten a crooked north property line on the parcel in question. This will allow my parcel another five and half feet in order to construct an 18-plex, mixed use building with greater efficiency.

It will not infringe on the parking lot to the north, since the lot is paved and laid out as if it were square. It will not impact use of the parking lot.

Please see exhibits attached depicting the adjustment and also the property description.

Sincere thanks for your consideration,

A handwritten signature in black ink, appearing to read "Rusty Olps, Jr.", with a stylized flourish at the end.

Roderick "Rusty" Olps, Jr.

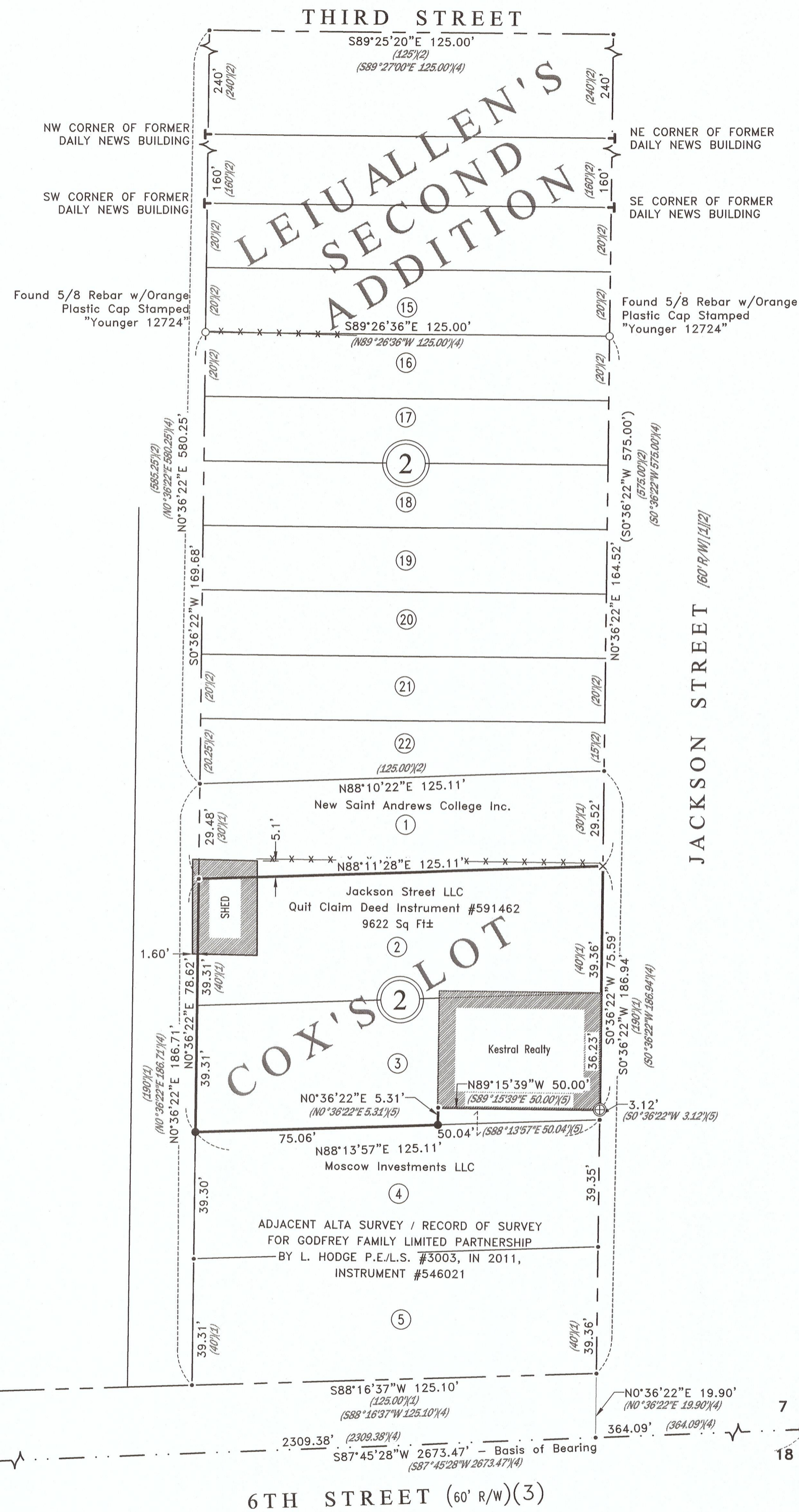
Approval of this adjustment is approved by the owners of the affected lots.



Roderick "Rusty" Olps, Jr. for Jackson Street, LLC. Date: October 9, 2025



Nathan Kirkpatrick for New St. Andrews College Date: 10/10/25



Survey References

- Cox's Lot, Book 31, Page 28, dated September 21st, 1883.
- Leuallen's Second Addition to the Town Of Moscow, Book 31, Page 21 dated November 28th, 1882.
- Sixth Street Right-of-Way, per City of Moscow Records: Kenworthy Property Exchange Field Survey, Dated February 2nd 1976.
- Record of Survey Instrument #564268 by Allison Younger PLS #12724.
- Quit Claim Deed Instrument #591462.
- Alta/ACSM Land Title Survey Instrument #546021 by Larry Hodge PE/LS #3003.

Basis of Bearings

The Basis of Bearings for this survey is the north line of the NE1/4 of Section 18, shown hereon as S87°45'28"W, per GPS Observation.

Surveyor's Certificate

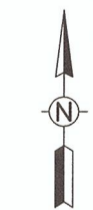
I, Duane Priest, PLS #6449, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Rusty Olps in October 2019.

Survey Narrative

The purpose of this survey is to locate and monument the property described in Quit Claim Deed Instrument #591462, based on monuments found per surveys by L. Hodge and A. Younger Instrument #546021 and #564268.

Legend

- Found Monument as Described
- Set 5/8" Diameter Rebar w/Yellow Plastic Cap Stamped "Priest 6449"
- Set 1" Diameter Brass Cap stamped "Survey Mark 6449"
- Found 5/8" Diameter Iron Pin w/ Plastic Cap "Younger 12724" (or as described)
- Found Chiseled X
- Calculated Position
- Record Data, See Survey References
- Boundary Line
- Lot Line
- Section Line
- Right-of-Way



SCALE: 1" = 30'



NO. 602429
AT THE REQUEST OF:

Duane E. Priest
DATE & HOUR:

11/12/19 2:12 P.M.
HENRIANNE WESTBERG
LATAH COUNTY RECORDER

FEE \$ 5.00 BY RP

RIM ROCK CONSULTING, INC.
P.O. Box 8728 Los Street
Moscow, Idaho 83843
(208) 882-3520

Land Surveying
Site Planning
Mapping

PROFESSIONAL LAND SURVEYOR
REGISTERED
6449
Duane E. Priest
DUANE E. PRIEST
11-13-19

Record of Survey for:
Rusty Olps
Latah County, Idaho

Drafted by: JSH
Checked by: SW/DEP
File Name: 4214 ROS.dwg
Tab: Layout
Plot Style: OCE.ctb
Project: 4214-09-19
Date: 11/12/19

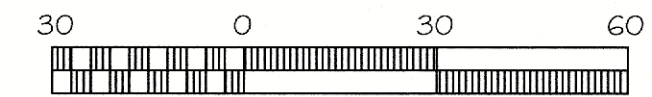
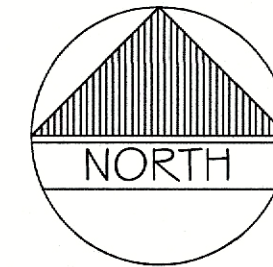
1 of 1

T 39 N, R 5 W, S 7

SURVEYOR NARRATIVE

1. The purpose of this survey was to monument a boundary line adjustment between Lot 1 & 2 of Cox's Lots.
2. Legal descriptions have been prepared and will be filed under separate documentation.
3. Block 2 of Cox's Lots was established from the found southwest and southeast monuments, and the found corners along the south line of Lot 3 from Record of Survey Inst. No. 602429.
4. The buildings shown hereon are approximate and have not been field located. Not all improvements on the property are shown hereon.
5. This Exhibit map was created without a title search. It does not show the existence of all easements and or encumbrances recorded or unrecorded that may affect this property.

EXHIBIT MAP
 A Boundary Line Adjustment located in
 Lot 1, Block 2, Cox's Lots Addition,
 Section 7, T39N, R5W, Boise Meridian
 Latah County, Idaho



ORIGINAL SCALE : 1" = 30 FEET
 CADD FILE : Olps, Rusty ROS.dwg

LEGEND

- Found 5/8" X 30" long rebar w/ aluminum cap LS 17534
- Found 5/8" rebar w/ cap LS 6449 or as Described
- Calculated Position - Nothing Found or Set
- Found Copper Plug in Concrete LS 17534
- X Fd. "X" Chiseled in Sidewalk
- ⊕ Found Section or 1/4 Section Corner
- ③ Block Number
- ② Lot Number
- (M) Measured
- (R) Record Per Survey References
- Subject Property Boundary Line
- Section Line
- City Street Centerline
- City Street Right of Way Line
- x - x - x Fenceline
- Lot Lines
- Proposed Boundary Line
- - - - - Boundary Line to be Changed or Removed
- · - · - · Fly Tie Line
- ▭ Existing Building

BASIS OF BEARINGS

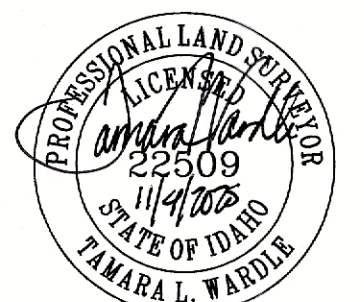
The Basis of Bearings for this survey is the Idaho Coordinate System, West Zone, NAD 83, as shown between the found southeast corner and the found southwest corner of the southeast quarter of Section 7, said bearing being, S 87°45'27" W.

SURVEY REFERENCES

1. Quitclaim Deed Inst. No. 591462
2. Warranty Deed Inst. No. 564711
3. Cox's Lots Book of Plats 31, Pg 28, Sept. 1883
4. Lieuallens 2nd Addition Book of Plats 31, Pg 21, Nov. 1882
5. ALTA Survey Inst. No. 546021, LS 3003, Aug. 2011
6. Record of Survey Inst. No. 564268, LS 12724, Mar. 2014
7. Record of Survey Inst. No. 602429, LS 6449, Nov. 2019

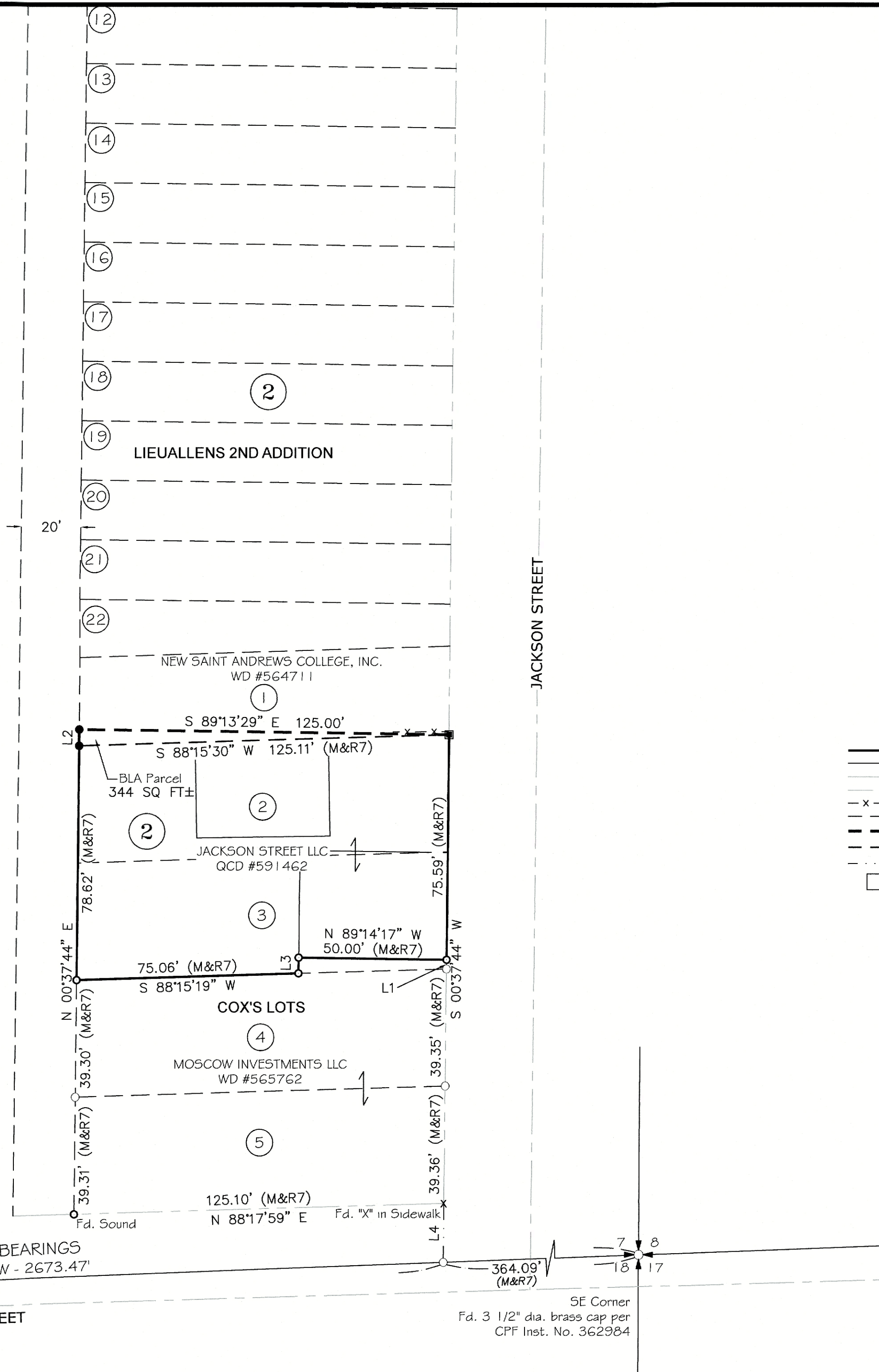
SURVEYOR CERTIFICATION

This Exhibit map was prepared at the request of Rusty Olps, in November, 2025.



Tamara L. Wardle - Idaho Professional Land Surveyor

LINE	BEARING	DISTANCE
L1	N 00°37'44" E	3.12' (M&R7)
L2	N 00°37'44" E	5.50'
L3	S 00°37'44" W	5.31' (M&R7)
L4	N 00°37'44" E	19.90' (M&R7)



BASIS OF BEARINGS
 S 87°45'27" W - 2673.47'
 2309.38' (M&R7)
SIXTH STREET

5 1/4 Corner
 Fd. 3-1/2" dia. aluminum cap
 per CPF Inst. No. 393941

SE Corner
 Fd. 3 1/2" dia. brass cap per
 CPF Inst. No. 362984

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH
 RECORDED AT THE REQUEST OF _____
 AT _____ THIS _____ DAY OF _____,
 RECORDER _____
 DEPUTY _____

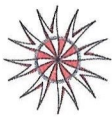
RIM ROCK CONSULTING, INC.

Land Surveying ♦
 Site Planning ♦
 Mapping ♦

129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

SHEET
 1
 OF
 1

DATE	STATE	COUNTY	PROJECT	DRAWN BY
NOVEMBER 2025	ID	LATAH	OLPS BLA	TLW



Rim Rock Consulting, Inc.

LUP2025-0029

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFEDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHLIN, PLS / ID, WA

PROPERTY DESCRIPTION FOR
JACKSON STREET LLC
BLA PARCEL

Lots 2 & 3, Block 2, Cox's Lots Addition to the City of Moscow as shown by the recorded plat thereof, Latah County records.

TOGETHER WITH: A parcel of land located in Lot 1, Block 2, Cox's Lots Addition to the City of Moscow, in the southeast quarter of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

BEGINNING at the southeast corner of Lot 1:

Thence along the south line of Lot 1, S 88°15'30" W, 125.11 feet to the southwest corner of said Lot;

Thence along the west line of said Lot, N 00°37'44" E, 5.50 feet;

Thence S 89°13'29" E, 125.00 feet to the POINT OF BEGINNING.

Containing 344 square feet more or less.

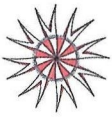
This description was prepared by Tamara L. Wardle on October 23, 2025.

This description was revised by Tamara L. Wardle on November 4, 2025.



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(208) 883-5339 phone • (208) 883-4309 fax
rimrock@rimrockconsulting.net





Rim Rock Consulting, Inc.

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFEDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHLIN, PLS / ID, WA

PROPERTY DESCRIPTION FOR
NEW SAINT ANDREWS COLLEGE INC
BLA PARCEL

Lot 1, Block 2, Cox's Lots Addition to the City of Moscow as shown by the recorded plat thereof, Latah County records.

EXCEPTING THEREFROM: A parcel of land located in Lct 1, Block 2, Cox's Lots Addition to the City of Moscow, in the southeast quarter of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

BEGINNING at the southeast corner of Lot 1:

- Thence along the south line of Lot 1, S 88°15'30" W, 125.11 feet to the southwest corner of said Lot;
- Thence along the west line of said Lot, N 00°37'44" E, 5.50 feet;
- Thence S 89°13'29" E, 125.00 feet to the POINT OF BEGINNING.

Containing 344 square feet more or less.

This description was prepared by Tamara L. Wardle on October 23, 2025.
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COMMITTEE / CITY COUNCIL STAFF REPORT



DATE: Monday, November 24, 2025

AGENDA ITEM TITLE

Moscow Police Department – Annual Small Grant Requests and Awards (ACTION ITEM) – Alisa Anderson

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City of Moscow Police Department (MPD) annually applies for several small grants that support purchases of essential equipment, such as bulletproof vests, and enable the department to conduct various traffic enforcement mobilizations and safety initiatives. These grants provide vital funding and resources to enhance public safety, including operational and personal safety equipment, as well as program support for implementing multiple community-oriented safety programs. These resources help MPD fulfill its mission of community policing by fostering partnerships and employing problem-solving strategies to improve the quality of life for Moscow residents, while ensuring officers are properly outfitted and equipped to perform their duties safely. The following describes these programs:

Bulletproof Vest Partnership (BVP): Established by the BVP Grant Act of 1998, this initiative by the U.S. Department of Justice provides critical resources to state and local law enforcement agencies. Recipients receive armor vests that are custom fitted for each officer to ensure optimal fit and coverage. For the 2024 grant cycle, MPD was awarded funding to purchase 12 vests, replacing expiring vests and accommodating new hires. The total cost was \$16,848, with a 50% reimbursement of \$8,319. In the 2025 cycle, MPD has purchased 7 vests, with a pending 50% reimbursement of \$9,557.

Traffic Enforcement Grant: Funded by the Idaho Transportation Department (ITD) Office of Highway Safety (OHS), this grant supports MPD's participation in local and statewide traffic enforcement mobilizations. The department can choose from various High Visibility Enforcement (HVE) initiatives focused on seatbelt compliance, impaired driving, aggressive or distracted driving, or apply for mini-grants to host targeted enforcement during specific local events. Reimbursements cover police officer overtime and a percentage of associated benefits (regular time is not eligible). Attached are the FFY2026 Traffic Enforcement Grant Project Agreement, Certifications & Assurances, and Financial Risk Assessment required to participate in this program.

Partnership for Success Law Enforcement Program: Through a grant from the Idaho Office of Drug Policy, MPD collaborates on efforts to prevent underage drinking and drug use. Activities include compliance checks, interdiction operations, party patrols, and shoulder tap operations. Additionally, MPD partners with the University of Idaho to deliver educational presentations on the effects of marijuana, methamphetamine, and underage drinking. Reimbursements are provided for staff time and benefits incurred while performing specific duties or educational outreach.

These grants are essential tools that enable MPD to enhance public safety, foster community engagement, and ensure officers are well-equipped and prepared to serve the Moscow community effectively.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of \$50,000 for the FY2026 fiscal year, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of \$50,000 for the FY2026 fiscal year.

OTHER RESOURCES

Not applicable.

FISCAL IMPACT

BVP program is 50% match and all others are in-kind or no match.

PERSONNEL IMPACT

Police, Grants and Finance Departments.

ATTACHMENTS

- 1. TEGPA_OHS
- 2. Certification_Assurances_OHS
- 3. Financial_Risk_Assessment_OHS



**IDAHO TRANSPORTATION DEPARTMENT OFFICE OF HIGHWAY SAFETY
FFY 2026 Traffic Enforcement Grant Project Agreement**

This agreement for Federal Fiscal Year (FFY) 2026 (October 1, 2025 – September 30, 2026) is made and enter into by and between: (Agency Name) _____, hereinafter referred to as “Contractor” and the Idaho Transportation Department Office of Highway Safety, hereinafter referred to as “OHS”
on the ___ day of _____, 20__.

IT IS THE PURPOSE OF THIS AGREEMENT to provide National Highway Traffic Safety Administration (NHTSA), funded assistance to the Contractor for participation in local and statewide traffic projects as specified in the Triennial Highway Safety Plan (3HSP) target focus areas for the following safety-related activities:

- High visibility traffic enforcement High Visibility Enforcement mobilization
- Mini-grants that support special emphasis on traffic enforcement
- Mini-grants that support traffic enforcement equipment projects
- Mini-grants that support traffic safety-related community collaboration and education efforts
- Mini-grants that support traffic safety-related training

THE GOAL OF THIS AGREEMENT is to establish project requirements and a funding process to support the efforts of the contractor to reduce deaths, serious injuries, and economic loss as established in the 3HSP.

It is, therefore, mutually agreed that:

1. Contractor will conduct traffic enforcement mobilizations and/or mini-grants in accordance with the criteria established by OHS for each mobilization and/or traffic mini-grant.
2. Contractor will provide a commissioned police officer (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) under conditions identified under Part 5 of this agreement to enforce impaired driving, alcohol beverage control, distracted driving, aggressive driving, safety restraint, school zone violations, bicycle, pedestrian, motorcycle laws with emphasis as designated by OHS and/or crash problem identification.
3. Contractor and/or partnering enforcement agencies will publicize the enforcement effort to increase effectiveness by.
 - a. Working with the media to increase awareness of enforcement efforts; and
 - b. Provide pre and post public outreach such as press releases, social media posts, or other messaging effort and make note of efforts on the Performance Report.
4. Contractor will take a zero tolerance for unbuckled passengers and children during all OHS funded mobilizations and mini grants.
5. Based on the availability of funding and by signing this agreement, Contractor agrees to support statewide highway safety public awareness campaigns and will accept the benefits of having the earned and paid media run in their local communities.

6. OHS will reimburse Contractor for traffic enforcement grant activities at the rate of up to 1.5 times the officer's regular hourly rate plus Contractor's contribution to employee benefits, which are FICA/Medicare, unemployment, worker's compensation and PERSI. Agencies that use reservists may pay up to 1.5 times their documented established hourly rate for traffic enforcement grant activities.
 - a. For this agreement, regular-on-duty personnel hours are not eligible for reimbursement (unless a pre-arranged agreement is made, or it is otherwise stated in the Contractor policy.)
 - b. For this agreement, salaried positions are ineligible for reimbursement unless overtime is allowed and documented through Contractor policies.
 - c. Necessary additional dispatch service overtime may be reimbursed if requested prior to the grant activity.
 - d. Any calls for service that last more than 30 minutes are not considered a "grant activity" and cannot be claimed as grant time.
7. Participation in future mobilizations and mini-grants is contingent on satisfactory performance during the prior mobilization, as determined by OHS. The NHTSA has published a guide that outlines specific strategies and countermeasures relevant to the focus areas.
8. The contractor must submit the following forms in accordance with OHS requirements:
 - a. Performance Reports – required to be completed and submitted via WebCars
 - i. Only the grant-funded citations, warnings and contacts are required to be reported.
 - ii. Agencies are encouraged to conduct public participation and engagement along with outreach and report it in the Performance Reports.
 - b. Overtime Reimbursement Claim Form – complete and submit via WebCars.
 - i. The claim must be signed by an authorizing official whose signature is verified through their individual login.
 - ii. The overtime claim must not be signed by anyone who worked the mobilization.
 - c. Payroll Register – Must be available for review upon request from OHS for the period claimed in the reimbursement claim.
 - i. Payroll verification may be computer generated payroll registers or copies of payroll warrants.
 - ii. Timesheets must be provided and are not considered payroll verification.
 - iii. When possible, payroll verification should be coded to differentiate between OHS grant funded overtime and other sources.
 - d. The contractor will submit a reimbursement claim and performance report within 60 days of completion of the mobilization or grant activity. **Note:** Claims received after October 15, 2026, may not be eligible for reimbursement.
 - e. No documentation, reports or claims submitted to OHS may contain Contractor or its employees', agents' or subcontractors' protected personally identifiable information (Protected Personal Identifiable Information).
9. Contractor will not use the funds for research and development.
10. Assurances and other grant requirements required by NHTSA for all organizations receiving federal grant funds:

- a. Attachment 1 - Agency Certification and Assurances FFY26
- b. Attachment 2 – Risk Assessment (information provided by the Contractor’s financial contact.)

11. Other Grant Requirements:

- a. Unique Entity Identifier (UEI)
 - i. The General Services Administration requires federal funding recipients to have a UEI which is generated by SAM.gov, therefore recipients are to keep their registration current to ensure they receive their UEO.
 - ii. The Contractor agrees it shall maintain current registration in the System for Award Management, SAM.gov, at all times during which it has active federal awards.
 - iii. If the Contractor or its principals or affiliates is disbarred, suspended or ineligible from federal contracting, the Agreement may be terminated immediately.
- b. Personal Identifiable Information - as noted under 2 CFR Chapter 1, Chapter II, Part 200.79, 200.82, 200.303.
- c. Procurement of equipment and materials – equipment purchases shall be subject to requirements governing this agreement, including those for procurement of materials and leasing of equipment.
- d. Code of Conduct – No employee, officer or agent of the Contractor shall participate in the selection, award or administration of a contract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict may arise when any of the following have a financial or other interest in the firm selected for the award:
 - i. The employee, officer, or agent.
 - ii. Any member of his or her immediate family.
 - iii. His or her partner.
 - iv. An organization which employs or is about to employ any of the above listed.

The contractor guarantees it has not entered into any form of collusion with anyone involving any form of payment, dependent upon or resulting from the award of this contract or subcontract(s).
- e. Conferences, inspection of work, grant monitoring – conferences may be held at the request of either party to this agreement. Conferences may be held in person or by virtual meeting. A representative of OHS and/or the US Department of Transportation (DOT) can conduct an onsite visit for the purpose of inspection and/or assessment of work being performed at any time.
- f. Travel – Grant related local vicinity travel, travel to other parts of the state, and travel outside the state must conform to state policies and procedures. Allowable reimbursements cannot be greater than those authorized for state employees and reimbursements will be made to the Contractor for grant project travel. State policy requires economical and practical modes of travel, as well as moderate dining and lodging.
- g. Tax and compensation liability – OHS will not incur any liability for workers compensation, FICA, withholding tax, unemployment compensation, or any other payment which is not a part of the grant agreement.
- h. Policy inclusion – to receive highway safety grant funds, OHS requires that the Contractor have a Seat Belt Use policy in effect or implement one prior to completion of the agreement. If requested OHS, Contractor will submit their policy to OHS prior to execution of the agreement.

- i. Responsibility for claims and liability – Contractor shall be required to save and hold harmless OHS, the Idaho Transportation Department (ITD), NHTSA, Federal Highway Administration and US DOT from all claims and/or liability due to the negligent acts of the Contractor or the Contractor’s subcontractor(s), agents or employee(s).
- j. Failure to comply - with any terms of this agreement may jeopardize Contractor in receiving future funding from OHS.
- k. Eligible organizations – all non-state actors agree to indemnify, defend, and hold harmless employees of the State of Idaho, including ITD, its officers, agents, employees’ from and against any and all claims, suits, losses, damages or costs, including reasonable attorney’s fees arising from or by the use of grants.
- l. Any dispute, disagreement, or question of fact – concerning this agreement shall be decided by the OHS Highway Safety manager, (OHS HSM). The decision shall be in writing and shall be distributed to the parties concerned. If the Contractor disagrees with the decision by the OHS Highway Safety Manager, the decision may be appealed to the Director of ITD. The appeal must be made in writing within 30 days of the OHS HSM decision and served by certified mail.
- m. Agreement including attachment – constitutes the entire agreement between the parties on the subject matter hereof. There are no understanding, agreements, or representations (oral or written), not specified herein regarding this agreement, shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained.
- n. Nothing in this agreement – shall be construed as limiting or expanding the statutory or regulatory responsibilities of any agency or individual involved in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each provision to this agreement is subject to the laws and regulations of the State of Idaho and the United States.
- o. Either party may terminate – this agreement upon 30 days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.
- p. The parent entity for this contractor – certifies that it conducts an annual audit in accordance with 2CFR part 200 Subpart F, which is available for review upon request. In addition, this contractor has no financial or compliance issues.

Reporting of First-Tier Subawards - 2 CFR Appendix-A-to-Part-170(a)

Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that **equals or exceeds \$30,000**. All reported subawards should reflect the total amount of the subaward.

1. Reporting Requirements.

- (i) The recipient must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act at www.sam.gov Federal Assistance

- (ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported no later than December 31, 2025).

Idaho Clauses for Federal Aid and State Funded Contract Provisions

The following State and Federal Funded contract clauses apply to:

- All grants and contracts with a value over \$100,000
 - *Sub-recipients who receive more than \$100,000 in mobilizations, mini-grants, contracts, or year-long grants must comply*
- All sub-recipients/contractors with more than 10 employees
 - *Cities, Counties, or other entities with more than 10 employees must comply*

18-8703. GOVERNMENT CONTRACTS WITH ABORTION PROVIDERS OR THEIR AFFILIATES PROHIBITED. (1) The state, a county, a city, a public health district, a public school district, or any local political subdivision thereof may not enter into any contract or commercial transaction with an abortion provider or an affiliate of an abortion provider. (2) Subsection (1) of this section shall not apply to: (a) A contract or commercial transaction that is subject to a federal law related to Medicaid; or (b) A hospital, as defined in section 39-1301, Idaho Code.

Per the provisions of Idaho Code §§ 67-2346, ANTI-BOYCOTT AGAINST ISRAEL ACT, and Idaho Code §§ 67-2347A, Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in, and will not for the duration of the contract engage in the following: • boycott of goods or services from Israel or territories under its control: or • boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or • boycott of any individual or company because the individual or company engages in or support the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code §18-3302(2)(d).

Idaho Code, §§ 67-2359 states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China.” Company certifies that it is not owned or operated by the government of China.

Agency Primary Contact (Required) *(Individual with signing authority for the Contractor)*

Name	
Title	
WebCar Account: Yes/No	
Phone	
Email Address	
Contractor Physical Address	
Warrant Mailing Address	
UEI <i>(Unique Entity Identifier)</i>	
*Benefit Percentage Rate for Overtime	
Parent Entity Name <i>(if applicable)</i>	

**Benefit includes FICA/Medicare, unemployment, worker's compensation, and PERSI – not more than 24%.*

Contractor Grant Manager Contact (Required) *(Individual who manages day-to-day grant activities)*

Name	
Title	
WebCar Account: Yes/No	
Phone	
Email Address	

Financial Contact (Required) *(individual responsible for financial reporting on SAM.gov.)*

Name	
Title	
WebCar Account: Yes/No	
Organization	
Phone	
Email Address	

By signing below, I certify that this organization understands and will comply with the aforementioned requirements.

Contractor's Agent

Contractor Authorizing Signature: *(Individual with legal authorization to enter into agreement with the ITD on behalf of the contractor.)*

Print Name:

Title:

Date:

State's Agent, Office of Highway Safety

Josephine Middleton, Highway Safety Manager, ITD

Date:

APPENDIX A TO PART 1300 CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS

GENERAL REQUIREMENTS

The Grantee will comply with applicable statutes and regulations, including but not limited to: 23 U.S.C. Chapter 4-Highway Safety Act of 1966, as amended. Sec. 1906, Public law 109-59, as amended by Sec. 25024, Public Law 117-58. 23 CFR Part 1300-Uniform Procedures for State Highway Safety Grant Programs. 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 2 CFR Part 1201-Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Sub-grantee will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

Name of the entity receiving the award.

- Amount of the award.
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source.
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action.
- o Unique entity identifier (generated by **SAM.gov**).
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received-
 - (I) 80 percent or more of its annual gross revenues in Federal awards.
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits ++discrimination on the basis of race, color, national origin).
- [49 CFR part 21](#) (entitled Non-discrimination in Federally-Assisted Programs of the

1

- Department of Transportation Education of Title VI of the Civil Rights Act of 1964).
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- Federal-Aid Highway Act of 1973, (23 USC 324 et seq.). and Title IX of the Education Amendments of 1972, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination based on sex).
- Section 504 of the Rehabilitation Act of 1973. ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#).
- The Age Discrimination Act of 1975. as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age).
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III c (the Americans with Disabilities Act ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded, from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance, from DOT including NHTSA"

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient, in accordance with the provisions of Title VI of the Civil Rights Act 1964 (78 Stat. 252. 42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantage business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) With every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the

property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Sub-grantee also agrees to comply with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The sub-grantee gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Sub-grantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The grantee's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs.
 3. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 4. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 1. Abide by the terms of the statement.
 2. Notify the employer of any criminal drug statute conviction for a violation

- occurring in the workplace no later than five days after such conviction.
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination.
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The Sub-grantee will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.*, "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of / [CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9. subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9. subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9. subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this

- transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub awardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by

NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Sub-grantees are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including

policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. Sub-grantees are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

I understand that my statements in support of the State’s application for Federal grant funds. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Signature, Contractor Representative _____ Date: _____

Printed name of Contractor Representative: _____

Subrecipient Financial Risk Assessment FY26

Instructions: Subrecipient must provide information for areas in blue only.

Subrecipient Name:	Project:
	Award Period: October 1, 2025 through September 30, 2026

	Topic	Yes	No	NA	Comments
A. Financial Information <small>(Information under Section A must be provided by the Financial Contact for the Subrecipient)</small>					
1	Did the Subrecipient's Parent Entity (City or County) expend more than \$750,000 in federal funding during the previous fiscal year ? If yes , please complete Comments section to indicate whether a single audit through the Federal Audit Clearinghouse (FAC) was conducted in accordance with 2 CFR 200.514 . <i>Attach audit summary pages (if applicable).</i>				Amount of Federal Funding Expended \$ _____ Year 20 _____ Audit submitted to FAC? Yes / No Year Audit Completed : _____
2	If the Subrecipient's prior year financial audit did not have any material finding(s) that will affect ITD, check Yes. (If the answer is No, the subrecipient must indicate if/when they were resolved.) <i>Attach a copy of pages showing results and correction plan (if applicable).</i>				Findings: Yes / No Page# _____ Summary pages attached: _____ Findings Resolved: Yes/ No Date: _____
3	Subrecipient shall provide an active Unique Entity Identifier* (UEI) .				UEI # _____ Expiration Date _____
4	Unless exempt, recipient will report each subaward in paragraph (a)(1) of awards to the Federal Funding Accountability and Transparency Act (FFATA) at www.sam.gov , Federal Assistance				Subaward exceeds \$30,000 Y ___ N ___ FFATA reported through www.sam.gov Date: _____
5	Subrecipient agrees to provide timesheets and payroll verification showing overtime was paid on grant-funded activity upon request by OHS.				
6	The Subrecipient agrees to retain documentation records for grant funded activities for up to three years for monitoring by OHS.				

B. Organization & Grant Management					
1	Has the subrecipient's organization remained unchanged during the previous year? (i.e. Chief, Sheriff, management staff)				
2	Is the subrecipient's grant management and accounting system the same as the previous year? If not, please explain.				
3	Subrecipient agrees to provide contact/citation activity and mileage logs upon request by OHS.				
4	Subrecipient is aware that equipment purchased through OHS grant funds must be made available for up to three years for inspection.				

Signature on original required by the Parent Entity Financial Contact

The information above is accurate to the best of my knowledge.

*Unique Entity Identifier (UEI) is now required instead of the DUNS or CAGE numbers, the UEI is available from www.SAM.gov

Signature:	Date:	Print Name:
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To be completed by The Office of Highway Safety

	Experience	Yes	No	NA	
1	Does the recipient have experience with the same or similar grants?				
2	Has the subrecipient had at least three years of experience with federal grants?				
3	Did the subrecipient consistently and accurately submit their claims and reports on time?				
4	Was payroll and timesheet documentation provided upon request the previous FY? Were there any issues identified?				
TOTALS					
Risk Score:					

Rating Scale (Based on the number of No's)		
0 - 2	Subrecipient is considered low risk.	Low Risk Provide standard monitoring
3 - 6	Subrecipient is considered medium risk.	Medium Risk Provide additional monitoring including training is warranted.
7 - 10	Subrecipient is considered high risk.	High Risk Provide close monitoring, training and action if required.

General overview of Subrecipient performance:

Commendations, problems or concerns:

Corrective action necessary:

OHS Reviewer:	Date:
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COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, November 24, 2025



AGENDA ITEM TITLE

America250 in Idaho Celebration Fund Grant Request (ACTION ITEM) - Alisa Anderson

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

America250 in Idaho is a multi-year celebration leading up to the nation's 250th anniversary in 2026. The Idaho Office of the Governor, the Idaho State Historical Society, and other agencies are spearheading projects aligned with A250 themes. The Idaho Legislature has designated 2024 through 2027 as the official period for commemorative activities that honor the principles of America's founding. These efforts encourage Idahoans to reflect on their history, strengthen community bonds, and foster a deeper understanding of American ideals. This statewide observance aims to celebrate Idaho's contributions to American history and highlight the state's unique role within the broader context of the nation's milestone celebration.

A Celebration Fund has been established to provide Idaho communities with a special opportunity to honor the American spirit as the nation approaches its 250th anniversary. Grants of up to \$2,500 are available to support local events such as parades, public art projects, exhibits, and festivals. To qualify, funded projects must clearly connect to America250 through branding and themes and should commemorate events around July 4th, 2026. These grants are designed to empower local leaders to develop celebrations that honor our history, reflect on our present, and inspire future generations, ensuring that America's story is shared across every corner of the state.

The Celebration Fund grant application portal is open until December 31, 2025. Grant funds will be disbursed as an advance following the execution of a grant agreement. No local match is required. Applications must include a letter of support from the Mayor and/or City Council, along with a Resolution (sample attached). Additionally, a draft agenda for the Latah County Historical Society's America250 celebration events is included with this report. To support local efforts, staff has obtained a cost estimate under \$2,500 to purchase 20 double-sided street pole banners and an over-the-street banner for downtown Moscow. These items will be submitted as part of a grant request to enhance the city's celebration of America250.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval to submit a grant request for \$2,500 to the Idaho A250 Celebration Fund to purchase street banners or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval to submit a grant request for \$2,500 to the Idaho A250 Celebration Fund to purchase street banners.

OTHER RESOURCES

N/A

FISCAL IMPACT

No match is required.

PERSONNEL IMPACT

Grants, Finance, Streets

ATTACHMENTS

- 1. A250-Mini-Grant-Overview
- 2. Moscow 250 Celebration Draft Schedule of Events
- 3. America250_Municipality-Resolution-Template



America250 in Idaho Celebration Fund

As we approach the 250th anniversary of America’s founding, we invite local communities to take part in this once-in-a-generation opportunity to honor the American spirit. The **America250 in Idaho Celebration Fund** provides seed funding to help local jurisdictions create celebrations commemorating the ideals of the American Revolution—equality, liberty, and justice.

From parades and public art to exhibits and community festivals, these grants are designed to ensure that the story of America is told in every corner of our state. We encourage local leaders to join us in commemorating this historic milestone with events and projects that celebrate our past, reflect on our present, and inspire our future. Let’s celebrate 250 years of independence—together.

Total Amount: \$250,000

Grant amounts: Up to \$2,500

Purpose: The **America250 in Idaho Celebration Fund** intends to support local communities in celebrating July 4th, 2026. The program encourages cities and counties to issue resolutions commemorating America 250 and provides funding to support events or community installations celebrating our national founding. Funded projects must show a clear America 250 connection in branding and themes.

The scoring committee will prioritize projects where there is collaboration among city, county, and community organizations. No local match is required; applicants are encouraged to apply to supplement larger efforts celebrating America 250.

Eligible Entities: Applicants for this program must be a city or county.

Cities and counties are encouraged to collaborate with schools, chambers of commerce, and local organizations to enhance community outreach. Applicants are encouraged to collaborate on events and submit a united application. For united applications, each city or county participating will be eligible to receive up to \$2,500 in seed funding.



Project Requirements: Projects must tie directly to America 250. A resolution must be passed in each jurisdiction applying for funds. The committee has included a sample resolution that applicants may use and tailor to fit their purposes. Applicants must submit complete event details that will be used in the [America 250 website calendar](#). The America 250 website is the one-stop shop for all America 250 events across the state.

Eligible Activities:

- 1) A250 Event
 - a) The application must provide specific details planned for the project (the who, what, where, and when of the project)
 - b) Mini grants will support costs directly associated with the event, including but not limited to advertising and supplies
- 2) Community exhibitions & signage
 - a) Public art or mural with a clear America 250 connection
 - b) Local exhibit
 - i) Exhibit must be inside a public space open to the public
 - ii) The display must be exhibited through 2026 at a minimum

Ineligible Activities:

- Staff time
- Non-America 250 mission-related operating costs
- Equipment costs (cameras, computers, hard drives, etc.)
- Alcohol

Scoring Committee:

- Representative Brandon Mitchell, A250 Council Co-Chair
- Senator Ben Adams, A250 Council Co-Chair
- Senator Jim Guthrie, A250 Council Member
- Representative Chris Bruce, A250 Council Member.

Secretary of State, Phil McGrane’s Office will receive applications as the administrator of the Celebration Fund. The scoring committee, legislative members of the [A250 Advisory Council](#),



will make award determinations on a monthly basis. There will be a rolling monthly award period, where projects that meet a passing score will be awarded. The committee will accept applications until all Celebration Fund monies are expended.

Timeline:

Announce grants	6/19/2025
Launch of A250 website	7/1/2025
Application portal opens	8/1/2025
Application portal closes	12/31/2025
A250 steering approves awardees	Monthly
Final grant payments issued	TBD

Award Process: Grant funds will be paid in disbursements as an advance. Grant funds will not be disbursed until a grant agreement is fully signed and executed.

Match: No local match is required

Reporting: Final project report is due by the published deadline. The report will consist of a brief narrative of the A250 in Idaho project and photographs of completed exhibition or event.

Application requirements:

- Letter of support from county commission, mayor, and/or city council
- Project summary – max 500 words
- Draft proclamation
- Calendar event details

DRAFT AGENDA FOR MOSCOW AMERICA 250 CELEBRATION EVENTS

Moscow America 250 Commission planned events to date:

- A250 booth at Winterfest – Feb. 7, 2026
- Collaborating with the Latah Library District to incorporate a program or two into the summer reading program – summer 2026
- Fourth of July 2026 at the Farmers Market
- Smithsonian Folklife mini festival with Idaho Humanities Council – Aug. 2026
- Community oral history initiative
- Coordinating Ken Burns' Revolutionary War screening with Idaho Public Television – TBD
- Moscow Middle School/UI/LCHS programming and MMS podcast surrounding the Common Read (*The Small and the Mighty* by Sharon McMahon) – Spring/Summer 2026
- League of Women Voters speaker series related to A250 topics – spring/fall 2026
- LCHS exhibition opening reception & A250 booth at ArtWalk finale – Jun. 13, 2026

Local Exhibitions, Anniversaries & Events included in commemoration efforts planned to date:

- “Produce” exhibition in honor of Farmers Market 50th Anniversary at Third Street Gallery – Jan. 2026
- 120th anniversary of Moscow's Carnegie Library exhibit at the Library with LCHS – Mar. 2026
- Dryland agriculture exhibit at the Chamber of Commerce + Visitor's Center with LCHS – Jun. & Jul. 2026
- Farmers Market 50th anniversary exhibit at Chamber of Commerce + Visitor's Center – Aug. 2026
- McConnell Mansion 140th anniversary with Victorian Christmas event – Dec. 2026
- UI America 250 student projects: <https://www.uiargonaut.com/2025/10/29/10000-in-funding-to-be-awarded-to-student-projects-by-ui-america250-committee/>



RESOLUTION NO. ----

A RESOLUTION OF [INSERT MUNICIPALITY, COUNTY, IDAHO]

A Resolution Supporting the America 250 In Idaho Commemoration and the United States Semiquincentennial.

WHEREAS, the year 2026 marks the 250th anniversary of the signing of the Declaration of Independence; and

WHEREAS, Governor Brad Little proclaimed the establishment of the America250 in Idaho Commemoration in July 2024 to plan, encourage, develop, and coordinate the commemoration of this momentous occasion, and honor and recognize the contributions of Idaho's residents to the nation's past, present, and future; and

WHEREAS, the Idaho State Historical Society, under the leadership of Director Janet L. Gallimore, with the leadership of key state agencies, established the America250 in Idaho Task Force to execute a robust and impactful commemoration and support the role that history plays in public discourse, community engagement, education, tourism, and scholarship in Idaho; and

WHEREAS, America250 in Idaho Task Force aims to engage Idahoans across all 44 counties and 201 municipalities through legacy projects between 2024 and 2026; and

WHEREAS, it is fitting and desirable that we commemorate the birth of the nation with the support of partners and stakeholders across the Gem State, America250 in Idaho will advance the ideals of the American Revolution - equality, liberty, and justice – through meaningful community engagement and recognize, appreciate, and commemorate Idaho's journey in America's legacy; and

WHEREAS, [CITY], founded in [YEAR FOUNDED] has contributed proudly and significantly to the history of our nation and our state for more than [YEARS SINCE FOUNDED] years; and

WHEREAS, the [COUNTY COMMISSION CHAIRMAN/MAYOR] and [COUNTY COMMISSION/CITY COUNCIL] of [COUNTY/CITY NAME] thus encourage its citizens to create and participate in programs that will commemorate the history of our city, our state, and our nation; and

WHEREAS, preserving, studying, and enjoying state history strengthens communities and builds bonds between Idahoans as we work together toward the goals of justice and equality embedded in the United States Constitution.



NOW, THEREFORE, BE IT RESOLVED, that the [COUNTY/MUNICIPALITY] hereby endorses the America250 in Idaho Commemoration and its vision to celebrate American history and the invaluable contributions of Idahoans to our region, nation, and world.

IT IS FURTHER RESOLVED that:

1. The [Board/Council/Township Committee] commemorates the 250th anniversary of the establishment of the United States as an independent nation.
2. The [Board/Council/Township Committee] authorizes the appointment of an individual or committee to oversee local projects and efforts to support this commemoration that will promote the maximum involvement of our residents, neighborhoods, businesses, schools, civic organizations, and institutions in the commemorations.
3. The [Board/Council/Township Committee] further urges all its residents to reflect upon the significance of this event and the role that our State and its people have played in the history and development of our nation and to participate in this important commemoration, endeavoring to include the stories of all those whose lives are part of the history of what we now know as Idaho, and understanding that the revolution continues today as we uphold the revolutionary ideals articulated in our founding documents.
4. That a copy of this resolution be sent to the America250 in Idaho Task Force.

ADOPTED this ____ day of _____, 202__.

ATTEST:

[NAME]

[POSITION]