



Administrative Committee Regular Meeting

Laurie M. Hopkins

~Agenda~

City Clerk

www.ci.moscow.id.us

208.883.7015

Monday

3:00 PM

Council Chambers

April 23, 2018

206 E. Third St.

Action Items

1. Approval Of Administrative Committee April 9, 2018 Minutes – Laurie M. Hopkins

Documents:

[ADMIN MINUTES OF APRIL 9, 2018.PDF](#)

2. Colter's Creek Request For Sidewalk Cafe - Laurie Hopkins

In 2007, the City Council formalized a process for the licensing of sidewalk cafes in the Central Business Zoning District. Minimum standards for all sidewalk cafes are included in the code and additional regulations are required for those licensee's that intend to serve alcoholic beverages within the sidewalk care. One of those additional regulations is the requirement of a non-permanent physical barrier such as a railing, potted plants, decorative chain, fence, rope or other physical barrier, as required and approved by the City. Over the last couple years staff has received inquiries regarding esthetically pleasing options for the barrier, including a more permanent structure. Due to the risk of damage to the city's right-of-way, staff does not allow drilling into the sidewalk. Colter's Creek has requested the installation of a deck-like base for their café area. The Deputy Director of Public Works Operations has reviewed the area and discussed options on how this proposal can work within the guidelines of the code as well as safety of the public and ADA requirements. Staff is bringing the proposal to City Council as a proposed pilot project to determine whether to proceed with a more robust, yet still non-permanent sidewalk café. Staff will continue to review requests and refine options for sidewalk cafes while putting together possible amendments to the sidewalk café regulations.

PROPOSED ACTIONS: Recommend approval of the sidewalk café pilot project or provide staff further direction.

Documents:

[COLTERS CREEK REQUEST FOR SIDEWALK CAFE.PDF](#)

3. Rendezvous In The Park 2018: Approval Request For Beer Garden For East City Park - Dwight Curtis

In accordance with Moscow City Code 5-13-4(B), Rendezvous in the Park is requesting that the City Council pass a Resolution allowing them to have a beer garden catered by a licensed vendor in East City Park for Rendezvous in the Park on July 19, 20 and 21, 2018, from 4:00 p.m. to 10:00 p.m. There will be food vendors, live music, and other activities at the event. As has been approved in the past, the entire fenced off area will be designated as the beer garden to allow families to be together to watch the music festivities, as well as a secured internal alcohol dispensing area. There have been no problems associated with this set-up. Also, the fenced off area will not block public access to the restroom facility. Police Chief James Fry is supportive of Rendezvous in the Park providing its own security as done previously. There have been no problems associated with alcohol at this event in the past.

PROPOSED ACTIONS: Recommend approval of the beer garden request for Rendezvous in the Park 2018 and the attached Resolution, or provide staff further direction.

Documents:

[2018 RENDEZVOUS IN THE PARK BEER GARDEN REQUEST.PDF](#)

4. Lola Clyde Park Sign Design - David Schott

The Parks and Recreation Department is requesting Council approval of the proposed Lola Clyde Park sign design. The proposed sign design varies from the standard park sign with the inclusion of a plaque. The plaque will consist of a picture of Lola Clyde from the 1982 National Geographic Magazine. Moreover, the plaque will include the copyright permission from the photographer with the website inscribed into the plaque.

The estimated cost for the project is \$2,000 for a standard park sign, plaque, Plexiglas, and copyright permission. The project is included in the FY18 Budget under Parks and Recreation - Parks, 120-165-30-690-10, in the amount of \$2,125. The Clyde family has pledged to donate \$1,775 towards the Lola Clyde Park sign. The Parks and Recreation Commission considered and recommended approval of the Lola Clyde Park sign at their March 22, 2018 meeting.

PROPOSED ACTIONS: Recommend approval of the Lola Clyde Park sign design or provide staff further direction.

Documents:

[LOLA CLYDE PARK SIGN DESIGN.PDF](#)

5. Request To Purchase Fire Truck - Gary J. Riedner

One of the City's Major Challenge Areas (MCA) in its Strategic Plan, was to replace its aging and deteriorating fire apparatus. To meet this MCA, City Council directed that a replacement schedule for fire truck replacement should be included within the City's budget process, rather than to depend upon a bond election to generate the funds for fire truck purchases. This direction was implemented in 2016, and a schedule was developed to replace the fire truck fleet. The first purchase was made in FY2017, for a Pierce

Saber Pumper. This was the first replacement of three pumpers in the fleet. The truck was ordered in spring 2017 for delivery in the early summer of 2018. It is due to arrive in Moscow in June, 2018.

The FY2018 budget includes \$362,204 accumulation to be allocated toward the purchase of the second pumper engine scheduled to be ordered in FY2018 for delivery in 2019. In addition to the funding accumulation, the City applied for an Idaho Community Development Block Grant (ICDBG) in the amount of \$289,000, for which the City received notice of award this week. This brings the total available funding for purchase of the second pumper to \$651,204.

The City Fleet Department ordered the 2017 pumper engine through a purchasing consortium which provides the greatest discounts for the fire truck purchase. The Fleet Department has received notice from Hughes Fire Equipment (the dealer for Pierce), that recent tariff's imposed upon imports has had the effect of increasing the cost of certain components (mainly aluminum), which will consequently increase the cost of the pumper by \$15,638. This increase can be avoided if the purchase order is made prior to May 1, 2018, when the tariff takes effect.

Fire Chief Brian Nickerson has been working with the Moscow Volunteer Fire Department (MVFD) Board of Directors and MVFD Company 7 (the Company which will receive the next pumper), and has obtained their approval of the specifications for the next pumper engine which will be identical to the pumper ordered in 2017. This approval allows for the new pumper to be ordered immediately, if desired.

Fleet Supervisor Rick Benjamin has been in contact with Hughes Fire Equipment and it is possible to order the new pumper prior to May 1, 2018, to avoid the price increase resulting from the tariff. The quoted purchase price \$545,472. With the successful CDBG award, the purchase of the pumper could be made in advance of the 2019 schedule in order to avoid the tariff-related increase of \$15,638.

Since the next City Council meeting is not scheduled to occur until May 7, 2018 (subsequent to the May 1 order deadline), staff will be presenting this agenda item to both the Public Works/Finance Committee and the Administrative Committee in order to gain consensus to proceed with ordering the pumper engine prior to the May 7, 2018, City Council meeting, and staff will bring the agenda item forward to seek ratification of the action at the May 7, 2018 City Council meeting.

PROPOSED ACTIONS: Recommend approval of the purchase of the Pierce Saber Pumper and authorize staff to proceed with that purchase prior to May 1, 2018, and direct staff to bring the ratification of that direction to the May 7, 2018 City Council meeting for approval, or provide staff further direction.

Documents:

[REQUEST TO PURCHASE FIRE TRUCK.PDF](#)

Adjourn

NOTICE: Moscow City Council and committee meetings are televised, videotaped and/or recorded. Individuals attending the meeting who require special assistance to accommodate physical, hearing, or other impairments, please contact the City Clerk, at (208) 883-7015 or TDD 883-7019, as soon as possible so that arrangements may be made.



Administrative Committee

Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
April 9, 2018**

3:00 PM

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

The meeting was called to order at 3:00 PM

PRESENT: Gina Taruscio Chair, Art Bettge Councilmember, Anne Zabala Councilmember

OTHERS: Council Member Brandy Sullivan; Randy Baukol, FAHC chair

STAFF: Gary J. Riedner, Joe Williams, Mia Vowels, Brian Nickerson, Ryan Cash, Bill Belknap, Laurie M. Hopkins

1. Approval of Administrative Committee March 26, 2018 Minutes – Laurie M. Hopkins

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Gina Taruscio, Art Bettge, Anne Zabala

2. Guiding Principles of Affordable Housing Resolution – Ryan Cash

Over the last year, the Fair and Affordable Housing Commission has been discussing the lack of affordable housing in Moscow and the idea of creating a series of principles for the development of affordable housing. The 2016 American Community Survey identified that twenty-nine percent (29%) of Moscow's population is currently living in poverty. Also, a recent survey of local affordable housing projects indicated that there are no housing units available in any low income housing developments located within the City of Moscow and all such units have waiting lists. The Commission has worked with Sojourners Alliance, Moscow Affordable Housing Trust, Family Promise of the Palouse, and other community groups to develop guiding principles for the development of affordable housing. The intent of having guiding principles for the development of affordable housing is to provide a clear statement about the community Moscow desires to be, provide a framework for the pursuit of adequate housing for residents across the spectrum, and to support the City in pursuing grant funding for affordable housing projects. This was presented to Administration Committee on April 9, 2018, at which time there was no public comment received. This was reviewed and recommended for approval by the Administration Committee on April 9, 2018.

PROPOSED ACTIONS: Approve the resolution or take other such action deemed appropriate.

The guiding principles were first introduced in 2015 and finished in 2016. The Affordable Housing Trust deals with the affordable housing aspect in the area. The FAHC commissioners thought it was important to have identifying features and/or guidelines for affordable housing. Over the last 18 months they have adapted the process. Baukol explained these guidelines stemmed from the Analysis of Impediments as a lot of them were about affordability. The Commission wanted to define the character of Moscow. Affordable housing is a necessity every human needs and is a basic right. The community needs affordable housing for employers to have a basis to pull employees from. This resolution gives the city goals to strive for and identify with. Bettge was encouraged to see the affordable housing is integrated all over the community. Taruscio felt it was a good statement from an economic development standpoint. The Committee recommended approval and that it be placed on the Council regular agenda.

Minutes Acceptance: Minutes of Apr 9, 2018 3:00 PM (Regular Items)

RESULT:	RECOMMENDED TO COUNCIL REGULAR [UNANIMOUS]
AYES:	Gina Taruscio, Art Bettge, Anne Zabala

3. Amending MCC Title 7 Chapter 7 Relating to Fire Prevention – Joe Williams

The proposed amendment would adopt the International Fire Code, 2015 Edition with modifications that are consistent with those adopted by the Idaho State Fire Marshal for use in the State of Idaho. This code change is part of the three-year cycle of code revisions published by the International Code Council. Some purposed changes to the city code reflect the renumbering of sections in the 2015 IFC, as well as changes the Building Department has made to the International Building code that mirror the IFC. This was reviewed and recommended for approval by the Administrative Committee on April 9, 2018.

PROPOSED ACTIONS: Approve the proposed amendments to Moscow City Code Title 7 Chapter 7 adopting the 2015 International Fire Code; or take other such action deemed appropriate.

Williams went through the proposed modifications and highlights of the 2015 International Fire Code. He spoke on access, water supply and required fire protection systems. The State Fire Marshal doesn't adopt all the appendices. Locally, we review the appendices the State did not adopt and determine whether to include them in the local adoption. The City cannot adopt a code more lenient than the state code but can be stricter. This allows cities of differing sizes to adopt what works for their jurisdiction. The Committee recommended approval and that it be placed on the Council regular agenda.

RESULT:	FORWARD TO CITY COUNCIL REGULAR AGENDA
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Adjourn

The meeting was closed at 3:20 PM

Minutes Acceptance: Minutes of Apr 9, 2018 3:00 PM (Regular Items)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 04/23/2018**Title:** Colters Creek Request for Sidewalk Cafe**Responsible Staff:** Laurie M Hopkins

Information

In 2007, the City Council formalized a process for the licensing of sidewalk cafés in the Central Business Zoning District. Minimum standards for all sidewalk cafés are included in the Moscow City Code and additional regulations are required for those licensees that intend to serve alcoholic beverages within the sidewalk café. One of those additional regulations is the requirement of a non-permanent physical barrier such as a railing, potted plants, decorative chain, fence, rope or other physical barrier, as required and approved by the City. Over the last couple years, staff has received inquiries regarding esthetically pleasing options for the barrier, including a more permanent structure. Due to the risk of damage to the City's right-of-way, staff does not allow drilling into the sidewalk. Colter's Creek has requested the installation of a deck-like base for their café area. The Deputy Director of Public Works Operations has reviewed the area and discussed options on how this proposal can work within the guidelines of the Code, as well as safety of the public and ADA requirements. Staff is bringing the proposal to City Council as a proposed pilot project to determine whether to proceed with a more robust, yet still non-permanent sidewalk café. Staff will continue to review requests and refine options for sidewalk cafes while putting together possible amendments to the sidewalk café regulations.

STAFF RECOMMENDATION: Recommend approval of the sidewalk café pilot project.

PROPOSED ACTIONS: Recommend approval of the sidewalk café pilot project, or provide staff further direction.

Necessary Resources/Impacts

<Type your fiscal/personnel/miscellaneous impacts here or N/A>

Attachments

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 04/23/2018**Title:** Request Authorization for Beer Garden for Rendezvous in the Park 2018**Responsible Staff:** Dwight Curtis

Information

DESCRIPTION: In accordance with Moscow City Code 5-13-4(B), Rendezvous in the Park is requesting that the City Council pass a Resolution allowing them to have a beer garden catered by a licensed vendor in East City Park for Rendezvous in the Park on July 19, 20 and 21, 2018, from 4:00 p.m. to 10:00 p.m.

There will be food vendors, live music, and other activities at the event. As has been approved in the past, the entire fenced off area will be designated as the beer garden to allow families to be together to watch the music festivities, as well as a secured internal alcohol dispensing area. There have been no problems associated with this set-up. Also, the fenced off area will not block public access to the restroom facility (beer garden location map attached).

Police Chief James Fry is supportive of Rendezvous in the Park providing its own security as done previously. There have been no problems associated with alcohol at this event in the past. This request has also been reviewed by the City Attorney.

STAFF RECOMMENDATION: Recommend approval of the beer garden request for Rendezvous in the Park 2018 and the attached Resolution.

PROPOSED ACTIONS: Recommend approval of the beer garden request for Rendezvous in the Park 2018 and the attached Resolution, or provide staff further direction.

Necessary Resources/Impacts

<Type your fiscal/personnel/miscellaneous impacts here or N/A>

Attachments

Beer-WineRendezvousInThePark-Resolution-2018

Beer-WineRendezvousInThePark2018(HoldHarmless)

Beer Garden Map 2018

RESOLUTION NO. 2018 -

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

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

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

WHEREAS, Rendezvous in the Park (hereinafter “the Permitted Event”) is an event or series of events sponsored by Rendezvous in the Park, (hereinafter “the Event Sponsor(s)”), intended to promote family and community fellowship; and

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

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

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

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

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

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of the Event Sponsor(s) or of the Permitted Event, and/or its affiliates, associations, contributors, supporters, participants, etc.;

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

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING RENDEZVOUS IN THE PARK 2018:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code

or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 18th, 19th, and 20th days of July, 2018, from 4:00 p.m. to 10:00 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell alcohol, the Event Sponsor(s) shall deliver to the City Clerk one (1) copy of written proof that the licensed vendor has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor(s) shall deliver to the City Clerk one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event.
3. City shall be named as an additional insured on the insurance policy of the licensed vendor.
4. No less than ten (10) days prior to the Permitted Event, the Event Sponsor(s) shall deliver to the City Clerk the signed original of the Agreement, attached as Exhibit "A", with City to defend, hold harmless and indemnify City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Event Sponsor(s) use of the Park premises.
5. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time he reasonably determines that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or his designee to terminate all or part of the Permitted Event.

Vendor:

1. There shall be only one (1) licensed vendor of beer and/or wine at the Permitted Event;
2. All alcoholic beverages shall be sold only by a licensed vendor;
3. Every licensed vendor shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit;
4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the City Clerk no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell alcoholic beverages;
5. The City shall play no role in determining which vendor shall be selected to sell alcoholic beverages in the Park during the Permitted Event; described herein
6. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold alcohol during the Permitted Event. These persons shall be clearly identified and shall be stationed no less than ten feet (10') from the vendor's sales or dispensing counter;
7. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or

guards shall be clearly identified as such and shall be on duty at all times alcohol is being served during the Permitted Event. The Event Sponsor(s) shall have sole discretion on who will provide security at the Permitted Event and shall be responsible for all payment and costs associated with such security services.

8. The Event Sponsor(s) and City both specifically understand and acknowledge that the Event Sponsor(s) shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor(s) for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer/wine, the Event Sponsor shall deliver to the City Clerk three (3) copies of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer/wine garden within the Park; (b) the barricade, sales and/or dispensing area, consumption area, entry and exit points; (c) identification checking station; and (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow City Parks and Recreation Director or his/her designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer/wine sales and consumption shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution;
3. The designated sales and service area(s) shall be physically separated from the rest of the Park by a barricade which is no less than forty four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map required by this Resolution. All sales, dispensing, service, and consumption shall take place inside the approved barricade;
4. All food sales and service shall be located outside the approved barricade and have a space of no less than ten feet (10') between the approved barricade and food sales or service area;
5. No person shall be allowed to purchase, consume or possess alcohol other than within the area designated for beer/wine sales and consumption as shown on the map required by this Resolution;
6. There shall be no more than one (1) entrance and one (1) exit to each area designated for beer/wine consumption, as shown on the map required by this Resolution;
7. All beer/wine shall be dispensed in and consumed from its original container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage;
8. Every occupant within the area(s) designated for beer/wine consumption shall provide identification to law enforcement officers or City employees who request it.
9. No person under twenty one (21) years of age shall be present in the area(s) designated for beer/wine sales or consumption at any time beer/wine is being served.
10. A sign shall be prominently posted at or near the entrance and exit to each area designated for beer/wine sales or consumption, stating that entrance by persons under twenty one (21) years of age is prohibited.
11. Beer/wine shall be sold only within the designated areas at the Park only between the hours of 4:00 p.m. and 10:00 p.m. local time on the 18th, 19th, and 20th days of July, 2018, during the Permitted Event.
12. Beer/wine shall be consumed only within the designated area at the Park only between the hours of 4:00 p.m. and 10:00 p.m. local time on the 18th, 19th, and 20th days of July, 2018, during the Permitted Event.
13. No person shall carry or consume an alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event and consumed within the approved

consumption area. Consumption of alcohol within the Park and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

Fee:

The Event Sponsor shall submit to the City Clerk, within ten (10) days of the event, the required fee established by Council that is associated with this Resolution.

Failure To Comply:

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

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of _____, 2018.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Signature of Authorized Representative:

I, _____, as the authorized representative of the Event Sponsor have read, understood, and agree to fulfill all of the conditions and obligations set forth in this Resolution.

Signature

Date

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Rendezvous In Moscow, Inc.

Notary Public for the State of Idaho

Residing at _____

My commission expires _____

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

THIS AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and the sponsor of the event, Rendezvous In Moscow, Inc. (hereinafter "SPONSOR"), is made and entered into this _____ day of _____, 2018.

WHEREAS, Resolution No. 2018-_____ of the City of Moscow, Idaho passed and approved on the _____ day of _____, 2018 provides, in part, for the person(s) and or group holding the approved event to enter into an agreement with CITY to defend, hold harmless, and indemnify CITY, its agents, servants, employees, officers and contractors from any and all claims, causes of action, or damages which may arise from the SPONSOR's use of CITY park premises for the approved event; and

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY and Rendezvous In Moscow, agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY;

SPONSOR, through its duly and specifically authorized agents, hereby releases CITY and agrees, contracts and covenants not to bring suit, and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives to which SPONSOR might otherwise be immune, arising from the event scheduled to occur the 18th, 19th, and 20th days of July, 2018, permitted under the terms of Resolution No. 2018-_____.

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

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

SIGNED this ____ day of _____, 2018.

RENDEZVOUS IN MOSCOW, INC.

CITY OF MOSCOW, IDAHO

Tom Preston, President

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this ____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Tom Preston, known to me to be the person named above and acknowledged that he executed the foregoing document as having been specifically authorized and having authority to bind Rendezvous In Moscow, Inc. to this Agreement.

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

Rendezvous In The Park 2018—Beer Garden Map



MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 04/23/2018**Title:** Lola Clyde Park Sign Design**Responsible Staff:** David Schott

Information

DESCRIPTION: The Parks and Recreation Department is requesting Council approval of the proposed Lola Clyde Park sign design. The proposed sign design varies from the standard park sign with the inclusion of a plaque. The plaque will consist of a picture of Lola Clyde from the 1982 National Geographic Magazine. Moreover, the plaque will include the copyright permission from the photographer with the website inscribed into the plaque.

The estimated cost for the project is \$2,000 for a standard park sign, plaque, Plexiglas, and copyright permission. The project is included in the FY18 Budget under Parks and Recreation - Parks, 120-165-30-690-10, in the amount of \$2,125.

The Clyde family has pledged to donate \$1,775 towards the Lola Clyde Park sign.

The Parks and Recreation Commission considered and recommended approval of the Lola Clyde Park sign at their March 22, 2018 meeting.

STAFF RECOMMENDATION: Recommend Council authorization to proceed with the proposed Lola Clyde Park sign design.

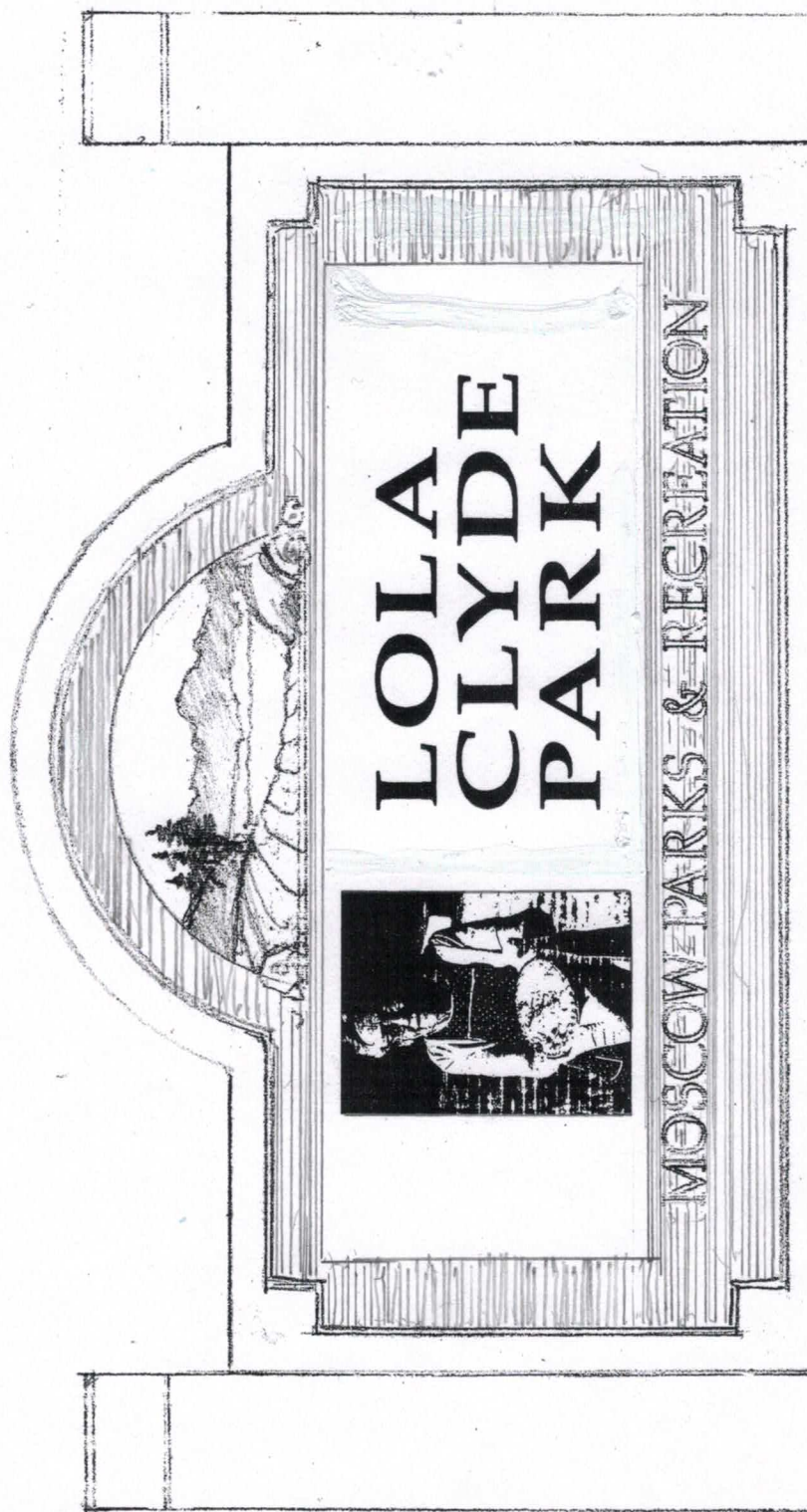
PROPOSED ACTIONS: Recommend approval of the proposed Lola Clyde Park sign design, or provide staff further direction.

Necessary Resources/Impacts

<Type your fiscal/personnel/miscellaneous impacts here or N/A>

Attachments

01.24.18 Lola Clyde Sign Proof



4'

COLORS TO MATCH
ALL OTHER PARK SIGNS.

FRED CORTE

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 04/23/2018**Title:** Request to Purchase Fire Truck**Responsible Staff:** Gary J. Riedner

Information

DESCRIPTION: One of the City's Major Challenge Areas (MCA) in its Strategic Plan, was to replace its aging and deteriorating fire apparatus. To meet this MCA, City Council directed that a schedule for fire truck replacement should be included within the City's budget process, rather than to depend upon a bond election to generate the funds for fire truck purchases. This direction was implemented in 2016, and a schedule was developed to replace the fire truck fleet. The first purchase was made in FY2017, for a Pierce Saber Pumper. This was the first replacement of three pumpers in the fleet. The truck was ordered in spring 2017 for delivery in the early summer of 2018. It is due to arrive in Moscow in June, 2018.

The FY2018 budget includes \$362,204 accumulation to be allocated toward the purchase of the second pumper engine scheduled to be ordered in FY2018 for delivery in 2019. In addition to the funding accumulation, the City applied for an Idaho Community Development Block Grant (ICDBG) in the amount of \$289,000, for which the City received notice of award this week. This brings the total available funding for purchase of the second pumper to \$651,204.

The City Fleet Department ordered the 2017 pumper engine through a purchasing consortium which provides the greatest discounts for the fire truck purchase. The Fleet Department has received notice from Hughes Fire Equipment (the dealer for Pierce), that recent tariff's imposed upon imports has had the effect of increasing the cost of certain components (mainly aluminum), which will consequently increase the cost of the pumper by \$15,638. This increase can be avoided if the purchase order is made prior to May 1, 2018, when the tariff takes effect.

Fire Chief Brian Nickerson has been working with the Moscow Volunteer Fire Department (MVFD) Board of Directors and MVFD Company 7 (the Company which will receive the next pumper), and has obtained their approval of the specifications for the next pumper engine which will be identical to the pumper ordered in 2017. This approval allows for the new pumper to be ordered immediately, if desired.

Fleet Supervisor Rick Benjamin has been in contact with Hughes Fire Equipment and it is possible to order the new pumper prior to May 1, 2018, to avoid the price increase resulting from the tariff. The quoted purchase price is \$545,472. With the successful CDBG award, the purchase of the pumper could be made in advance of the 2019 schedule in order to avoid the tariff-related increase of \$15,638.

Since the next City Council meeting is not scheduled to occur until May 7, 2018 (subsequent to the May 1 order deadline), staff will be presenting this agenda item to both the Public Works/Finance Committee and the Administrative Committee in order to gain consensus to proceed with ordering the pumper engine prior to the May 7, 2018 City Council meeting, and staff will bring the agenda item forward to seek ratification of the action at the May 7, 2018 City Council meeting.

STAFF RECOMMENDATION: Recommend approval of the purchase of the Pierce Saber Pumper and authorize staff to proceed with that purchase prior to May 1, 2018, and direct staff to bring the ratification of that direction to the May 7, 2018 City Council meeting for approval.

PROPOSED ACTIONS: Recommend approval of the purchase of the Pierce Saber Pumper and authorize staff to proceed with that purchase prior to May 1, 2018, and direct staff to bring the ratification of that direction to the May 7, 2018 City Council meeting for approval, or provide staff further direction.

Necessary Resources/Impacts

Funding from Fleet Department Capital in the amount of \$362,204, and CDBG grant funding in the amount of \$300,000.

Attachments

Moscow ID - AS694 Purchase Agreement
AS694 Discount Recap 04192018

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Hughes Fire Equipment Inc. (“Company”), and the City of Moscow, a City (“Customer”) is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“Company Proposal”** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **“Acceptance”** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$545,472.00 (“Purchase Price”). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change (“Change Order”). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company’s authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 11 to 14 months of the Effective Date of this Agreement, F.O.B. Moscow, Idaho. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance (“Notice of Defect”). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from

the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company

Hughes Fire Equipment Inc.

910 Shelley Street

Springfield, Oregon 97477

Customer

City of Moscow

206 East 3rd Street

Moscow, Idaho 83843

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: Hughes Fire Equipment Inc.

CUSTOMER: City of Moscow

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: Moscow ID - AS694 Purchase Agreement (1712 : Request to Purchase Fire Truck)

EXHIBIT A

PURCHASE DETAIL FORM
Hughes Fire Equipment Inc.

Date: _____

Customer Name: City of Moscow

Quantity	Chassis Type	Body Type	Price per Unit
One (1)	Pierce Saber	Pumper AS694	\$573,885.00
Less	Chassis Progress Payment Discount		(8,233.00)
Less	Payment Upon Completion Discount		(5,200.00)
Less	100% Pre-Payment with Contract Discount		(14,980.00)
Total			\$545,472.00

Warranty Period: Standard per Pierce Proposal AS694.Training Requirements: Standard per Pierce Proposal AS694.Other Matters: A performance bond will be provided. The pricing is based on the unit being purchased through HGAC on Contract FS12-17.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: A 100% Pre-Payment will be due within thirty (30) days of Contract Execution. If payment is not made at this time, \$28,413.00 or a portion thereof will be added to the final invoice. Final payment including any changes made during the manufacturing process will be due when the unit is completed at the factory, prior to the unit leaving the factory for delivery to customer's facility.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF _____, 20____ BETWEEN COMPANY AND City of Moscow WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B
WARRANTY

STANDARD PER PIERCE PROPOSAL AS694.

EXHIBIT C

COMPANY PROPOSAL

STANDARD PER PIERCE PROPOSAL AS694.

Attachment: Moscow ID - AS694 Purchase Agreement (1712 : Request to Purchase Fire Truck)



April 19, 2018

City of Moscow, Idaho
One (1) Saber Pumper AS694
Build Location: Bradenton, Florida

Proposal Price	573,885.00
Less chassis progress payment discount	(8,233.00)
The chassis progress payment in the amount of \$274,426.00 will be due three (3) months prior to the ready for pick up from the factory date.	
Less payment upon completion @ factory discount	(5,200.00)
* Deduct for 100% pre-payment with contract	(14,980.00)
If this option is elected, the discount is in addition to the chassis progress payment discount and the payment upon completion at the factory discount.	
Subtotal including all pre-pay discounts	545,472.00
Less customer drive-out discount	(5,850.00)
If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.	
Less performance bond	(1,545.00)
Proposal price including discounts	538,077.00

Terms:

Based on Pierce's current delivery schedule the unit would be ready for delivery from factory within 11 to 14 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at time of order.

The above quote is subject to change.

An invoice will be provided 30 days prior to the chassis payment due date if elected.

The purchasing documents will be between Hughes Fire Equipment and the customer.

If payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the unit leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

An invoice will be provided upon order processing for the 100% prepayment if elected.

The proposal price is based on the unit being purchased through HGAC. This pricing is only valid for an HGAC purchase on contract FS12-17.

Transportation of the unit to be driven from the factory is included in the pricing. However, if we are unable to obtain necessary permits, due to the weight of the unit, and the unit must be transported on a flat bed, additional transportation charges will be the responsibility of the purchaser. We will provide pricing at that time if necessary.

Two (2) factory inspection trips for three (3) fire department customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer. Airfare, lodging and meals while at the factory are included. If the Department elects to forgo an inspection trip \$1,850.00 per traveler (per trip) will be deducted from the final invoice.

Attachment: AS694 Discount Recap 04192018 (1712 : Request to Purchase Fire Truck)