

Public Works / Finance Committee



Regular Meeting
~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, May 11, 2026

4:00 PM

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

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

REGULAR AGENDA

1. Approval of Public Works/Finance Committee April 13, 2026 Minutes (ACTION ITEM) - Laurie M. Hopkins

2. Disbursement Report April 2026 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending April 2026.

ACTION: Accept the Disbursements Report for the month of April 2026.

3. Artwalk Season Finale Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

The Moscow Chamber of Commerce + Visitor Center is hosting the Artwalk Season Finale on Saturday, June 13th, from 4:00 pm to 8:00 pm on Main Street between 3rd and 6th Streets. This annual event concludes the 2025-2026 Artwalk Season in an artistic and festive manner. No more than 7 (seven) licensed vendors will be authorized for beer/wine sales, and a variety of activities will take place including live music, food sales, art demonstrations, and more. The event has been reviewed and approved as of March 10, 2026. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Artwalk is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration.

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

4. Fullsterkur Strongman Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

North Idaho Athletic Club is the host of the Fullsterkur Strongman competition on Saturday, June 27th, from 7:00 am to 4:00 pm on Main Street between 3rd and 1st Streets. This event is being hosted in the Entertainment District for the first time. No more than 1 (one) licensed vendor will be authorized for beer/wine sales during the hours of 11 am to 4 pm, with several weightlifting activities taking place. The event has been reviewed and approved as of March 10, 2026.

Following standard operating procedures for events with alcohol that are within the

Entertainment District boundaries, FullSterkur is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of the Fullsterkur Strongman Competition during the hours of 11 am to 4 pm during the event; or provide staff further direction.

5. Proposed Renewal of Licensing Agreement for Shared Mobility Program with Pheenix USH LLC D/B/A Spin (ACTION ITEM) — Tyler Palmer

The City of Moscow entered into a Licensing Agreement for a Shared Mobility Program with Pheenix USH, LLC d/b/a Spin in June 2025 to allow the deployment of up to 150 shared mobility electric scooters within the City of Moscow, subject to compliance with Moscow City Code Title 11, Chapter 2 governing bicycles and shared mobility programs. The program provides a multimodal transportation option for residents and visitors, supporting reduced traffic congestion, expanded mobility options, and carbon-free transportation alternatives. The current agreement has a term of one (1) year, and is set to expire on June 2, 2026. Spin as requested to renew the license agreement for an additional one (1) year term under the same terms and conditions.

PROPOSED ACTIONS: Recommend approval of the Licensing Agreement with Pheenix USH, LLC d/b/a Spin for a one-year term, or provide staff with further direction.

6. WaterSMART Small-Scale Water Efficiency Grant Application (ACTION ITEM) — Alisa Anderson / Justin Kilborn

The WaterSMART Small-Scale Water Efficiency grant supports water programs by providing cost-sharing opportunities with the Bureau of Reclamation (BOR) for small-scale projects that conserve and improve water supply reliability in the western U.S. The City is eligible to apply as a local water authority in Idaho. Eligible projects include municipal metering, such as installing or upgrading water meters for residential and commercial buildings, along with related software, equipment, and training for meter monitoring. The maximum award is \$100,000, requiring a 50% match, with total project costs not exceeding \$225,000. The City previously applied for a grant under this program in January 2025 and received notification of an award in April 2026. Staff is currently collaborating with BOR to finalize the award Agreement. Although the City has already received an award, it remains eligible to apply for this upcoming round of funding. Staff is requesting authorization to submit an application for \$100,000 to purchase and install an additional 500 water meters, with total project costs not to exceed \$225,000. The application deadline is June 2, 2026.

PROPOSED ACTIONS: Approval to submit a grant application for \$100,000 to the WaterSMART Small-Scale Water Efficiency Program with the proposed corresponding Resolution, or provide staff further direction.

7. Blue Cross of Idaho - Grant Agreement (ACTION ITEM) — Alisa Anderson / Amanda Argona

City staff is pleased to announce it has received a \$7,000 grant from Blue Cross of Idaho Foundation for Health, Inc., to support two key Farmers Market initiatives: the Power of Produce (POP) Club and Bicycle Benefits programs, both aimed at promoting community health and sustainability. The POP Club engages children aged five to twelve with hands-on, sensory activities from June to September, providing \$5 vouchers to encourage healthy eating and curiosity about food sources. Bicycle Benefits incentivizes biking to the Market, with participants earning \$2 tokens each Saturday that can be redeemed with any vendor, often supporting local agricultural vendors. This funding will significantly enhance community health, promote

sustainable transportation, and bolster local economic support. Staff is requesting approval to accept this grant award.

PROPOSED ACTIONS: Recommend approval to accept the grant award from the Blue Cross of Idaho Foundation and authorize the Mayor to execute the Grant Agreement or provide staff further direction.

ADJOURN

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

Public Works / Finance Committee



Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, April 13, 2026

4:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Drew Davis, Evan Holmes, Sandra Kelly

OTHERS: Mayor Hailey Lewis, Council Vice President Bryce Blankenship, Council Member Sage McCetich

STAFF: Bill Belknap, Sarah Decker, Amanda Argona, Kelli Cooper, Kyle Steele, Nichoel Baird Spencer, Tyler Palmer, Scott Bontrager, Laurie M. Hopkins

REGULAR AGENDA

1. Approval of Public Works/Finance Committee March 9, 2026 Minutes (ACTION ITEM) - Laurie M. Hopkins

The minutes were approved as presented.

2. Disbursement Report March 2026 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending March 2026.

PROPOSED ACTIONS:

Decker presented the disbursement report and provided details on the major expenses including payroll, purchase of water meters, city shop construction payment, and second payment for insurance premium. Palmer answered the question that the City is in the second phase of purchasing meters and provided an update on the meter switch out. The Committee accepted the report and that it be placed on the Council consent agenda.

3. Second Quarter Financial Report January 1, 2026 to March 31, 2026 for FY2026 (ACTION ITEM) - Sarah Decker

Presentation of the financial report for the Second Quarter of Fiscal Year 2026 (January 1, 2026 to March 31, 2026).

PROPOSED ACTIONS: Recommend approval of the FY2026 Second Quarter Financial Report, or provide staff further direction.

Decker explained expenditures and revenues should be around 40-50% in the fiscal year second quarter with the exception of the capital funds. The General Fund operations is above 50% due to the upfront purchase of police Tazers. Street revenue is a little lower due to the timing of highway user fee revenue which arrives in April. Recreation and Culture expenditures are lower due to many departments having seasonal employees. Water capital outlay is high due to the purchase of meters. Sewer capital outlay is low but should catch up by third quarter with the construction projects happening this summer. Debt service is low because the principal payment is due in May and then will be 100%. Stormwater, Sanitation and Capital Fund expenses will pick up with construction season. Fleet and Information Systems are high as one time transfers happen at the beginning of the year. Parttime wages for seasonal are consistent with last year. The Committee recommended approval and that it be placed on the Council consent agenda.

4. Moscow Renaissance Fair Alcohol Use Request in East City Park (ACTION ITEM) - Amanda Argona

Moscow Renaissance Fair LLC is hosting the annual Moscow Renaissance Fair on Saturday, May 2 and Sunday, May 3 in East City Park. The applicant anticipates 1 (one) licensed vendor offering beer and wine in the beer garden, which is estimated to be 40'x20' in size. Following standard operating procedures for events with alcohol within a City Park, Moscow Renaissance Fair LLC is requesting the allowance of attendees to possess and consume alcoholic beverages within the beer garden from 12:00-8:00 pm on Saturday and 12:00-5:00 pm on Sunday. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration to permit this typically prohibited activity.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the possession and consumption of alcoholic beverages in the designated beer garden in East City Park for Moscow Renaissance Fair for the listed dates and times during the event; or provide staff with further direction.

Argona introduced the item as written above. This is a standard request and has one alcohol vendor. The Committee members had no concerns. The Committee recommended approval and that it be placed on the Council consent agenda.

5. Task Order No. 2 Palouse Mall Lift Station Rehabilitation Construction Administration and Observation Services (ACTION ITEM) - Scott Bontrager

Task Order No.2, pursuant to the Master Agreement for Professional Services between City of Moscow and Ardurra, consists of construction administration and observation services for the Palouse Mall Lift Station Rehabilitation project. This Task Order would continue Ardurra's professional engineering services from design services provided in Task Order No. 1 to construction administration and observation services proposed in Task Order No. 2. The construction project will rehabilitate the existing Palouse Mall lift station, which includes replacing the wet well cover and hatch, replacing the existing pumps with submersible pumps, new electrical/control, upgrading the existing force main out of the wet well, fence upgrades, and installing a new valve vault and flow meter vault. The construction bid and agreement with DW Excavation was recently accepted and approved by City Council on 4/6/2026.

PROPOSED ACTIONS: Recommend acceptance of Task Order No. 2, award the Agreement in the amount of \$290,870 or provide staff with further direction.

Bontrager introduced the item as written above. This task order is higher than normal as programming is normally done separately. Ardurra will have staff in town three times a week. The project should begin next month and go into the fall. Even with the addition of the programming, the overall cost is \$1.2 million below the estimate in the capital improvement plan. The Committee recommended approval and that it be placed on the Council consent agenda.

6. Authorization of Payment for Tier II Demolition Landfill Partial Cell Closure (ACTION ITEM)- Tyler Palmer

Closure and partial closure is periodically necessary at the Tier II (Non-Municipal Solid Waste) demolition landfill at the Solid Waste Processing Facility for continued operations. The Franchise Agreement dictates that the City is responsible for costs associated with closures. Inland North Waste submitted formal requests for reimbursement for completed closure work associated with cells at the Solid Waste Processing Facility. The closure work has been independently verified by a licensed professional engineer and meets the requirements of the approved closure plan. Pursuant to the City's established Closure Payment Procedure, staff has reviewed the submitted documentation and found

it compliant with requirements for reimbursement.

PROPOSED ACTIONS: Recommend authorization of payment to Inland North Waste for completed and verified closure work associated with the documented areas of the Tier II (Non-Municipal Solid Waste) demolition landfill at the Solid Waste Processing Facility, in an amount not to exceed \$297,968, in accordance with the City's established Closure Payment Procedure or provide staff with further direction.

Palmer introduced the item as written above adding the process helps ensure ratepayers do not pay twice for the same work. The east cell closure area totaled approximately 122,500 square feet at a reimbursement rate of \$18 per square foot. This work was completed prior to adoption of the reimbursement process, so the reimbursement rate reflects the costs in effect at the time the work was performed. The west cell closure area, which was completed more recently, was proposed at \$22 per square foot. All required third-party verification, GPS coordinates, and supporting documentation had been submitted in compliance with the agreement requirements.

Holmes questioned why the City bears responsibility for closure costs when the inert landfill serves the entire county, and whether tipping fees should more fully cover closure expenses rather than municipal ratepayers subsidizing the operation. Palmer said the City holds the primary contract for the facility and receives tipping fee revenues from all users of the landfill. Those revenues are deposited into the sanitation fund and are used to support closure activities. Palmer clarified that municipal solid waste ratepayers are not disproportionately funding the closures; rather, the costs are borne by users of the landfill through tipping fees.

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

7. 2026 City of Moscow Water Conservation Plan Updates (ACTION ITEM)- Kelli Cooper

The City of Moscow relies exclusively on the Palouse Groundwater Basin as its municipal drinking water source. Long-term declines in aquifer levels, documented since the late 1800s, necessitate ongoing implementation and periodic refinement of water conservation programs to ensure they remain effective and aligned with current best management practices. This proposal builds on the foundation of the plan implemented in 2016 with adjustments to rebate amounts for fixture replacement and Wisescape® programs, revisions to the Wisescape® Guidebook, rebates for instant hot water recirculation systems, development of a commercial-focused rebate program, and introduces voluntary conservation measures applicable to new construction. These updates are designed to enhance participation, improve program effectiveness, and reflect current conservation technologies and practices.

PROPOSED ACTIONS: Recommend approval of the Water Conservation Plan updates or provide staff with further direction.

Palmer presented proposed updates to the City's water conservation program, emphasizing that conservation remains critical due to the declining aquifer system. The current conservation program was formalized in 2016, and many of its original goals have been achieved, resulting in a need to update programs to reach the next tier of customers. Staff stated the program has successfully fostered a culture of conservation within the community and that the proposed updates focus heavily on reducing outdoor irrigation use, which remains one of the City's largest opportunities for additional savings. No increase to the conservation program budget is proposed; rather, existing funds would be redirected to programs and incentives that better match current participation trends and customer behavior.

Cooper reviewed the six primary elements of the conservation plan, including rebate programs, public education, operational improvements, policies, public outreach, and conservation devices. Since the

program's inception, nearly 30,000 conservation devices have been distributed, largely focused on indoor water savings such as low-flow shower heads and aerators. The toilet rebate program has seen participation from 681 households and commercial registrants, with a significant spike in participation during 2020 due to pandemic-era construction activity and increased commercial involvement. The Wisescape landscaping conversion program has generated cumulative water savings through turf replacement and drought-tolerant landscaping, although participation has declined in recent years. Staff also discussed the City's newer outdoor-focused educational and technical assistance efforts, which help residents identify irrigation inefficiencies and leaks. Overall, the City has achieved approximately a 15% reduction in four-year average water use since conservation tracking began, though summer irrigation peaks remain a challenge.

Cooper outlined several proposed program modifications intended to increase participation and improve effectiveness. Changes include enhanced marketing for new-construction toilet incentives, increased rebate amounts to account for inflation, and the addition of a higher-efficiency rebate tier for ultra-efficient fixtures. The conservation device program would expand to include more outdoor irrigation devices. Significant changes are proposed for the Wisescape program, replacing the current flat \$150 rebate for converting at least 300 square feet of turf with a tiered structure that would provide \$150 for the first 300 square feet and \$0.75 per additional square foot converted. Staff also proposed updating the Wisescape guidebook to include additional customer-requested information and integrate newer environmental programs such as stormwater management.

Council discussed the proposed changes and broader conservation goals. Holmes asked whether conservation funds could support additional staffing, such as an intern position. Palmer responded that they would first like to evaluate the effectiveness and participation levels of the new incentive programs before considering additional staffing needs, noting the City currently receives support through the Palouse Basin Aquifer Committee's basin-wide staff position. Holmes mentioned the City's long-standing goal of limiting annual water use increases to approximately 1% despite population growth exceeding that amount, and expressed interest in future development of water budgets. Staff stated the City is already working to establish water budgets for City properties and noted AMI meters will eventually allow customers to monitor usage and set consumption alerts. Staff acknowledged that broader residential water budgeting could be explored in the future, although creating individualized targets can be difficult due to variations in lot size, landscaping, and household size.

Council members expressed support for expanding outreach and increasing public awareness of conservation opportunities. Discussion also included the potential for greater business participation in conservation programs. Palmer noted that outreach to businesses has been limited to date, but expressed optimism that businesses in the community would be receptive to conservation efforts, citing positive experiences with the City's fats, oils, and grease program and the community's general support for sustainability initiatives.

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

8. Public Records Classification and Retention Resolution and City Code Updates (ACTION ITEM) - Bill Belknap

The City Council approved the implementation of body-worn cameras for law enforcement personnel in 2020, with the official launch occurring in 2021. Since that time, the City has accumulated over 85 Terabytes of video data that are becoming costly to retain and which are difficult to import into the City's new video management system. Under State Law, counties have specific record retention standards for both vehicle/body-worn and building-mounted video recordings. The City's current

public records retention resolution does not address law enforcement video recordings. Staff has prepared an updated resolution that mirrors the existing county video data retention requirements under Idaho Law. Additionally, there are currently several inconsistencies between provisions in City Code and the current records classification and retention resolution. Staff has also prepared a draft ordinance to amend City Code to address these inconsistencies and to rely upon the records classification and retention resolution to address records retention standards. The proposed ordinance also improves the portion of the subject chapter addressing the City Clerk's duties and responsibilities.

PROPOSED ACTIONS: Recommend approval of the proposed Public Records Ordinance and Classification and Retention Resolution; or take other action deemed appropriate.

Belknap introduced the item as written above. The primary focus of the update is law enforcement videos. Between the vehicle cameras and body worn cameras, the City has accumulated quite a bit of storage. With the implementation of the Axon system, Staff do not want to store or transfer the data into the new system. Idaho Code addresses retention for county video records but doesn't address city video records. Belknap went through the updates. Updates to Title 1 Chapter 10 is to clean up classifications and some conflicting text in the chapter. Some language was removed and replaced with reference to the resolution. Other language was structured as City Clerk tasks so was removed or reworded.

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

ADJOURN

The meeting adjourned at 4:54 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 11, 2026



AGENDA ITEM TITLE

Disbursement Report April 2026 (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending April 30th, 2026. A summary of the major expenditures has been approximated by category and represents 96% of the total expenditure of \$3,397,022.67.

Payroll	\$1,368,829.00
Professional Services	\$180,673.00
Sanitation	\$431,774.00
Capital Outlay	\$5,818.00
Capital Outlay - Improvement	\$135,107.00
Capital Outlay - Vehicles	\$10,944.00
Capital Outlay - Buildings	\$646,190.00
Minor Equipment	\$5,770.00
Supplies	\$108,732.00
Utilities	\$89,617.00
Contractual Payments	\$245,444.00
ACH Wells Fargo	\$34,995.00
Total	\$3,263,893.00

REVIEWED BY

PROPOSED ACTIONS

ACTION: Accept the Disbursements Report for the month of April 2026.

STAFF RECOMMENDATION

Accept the Disbursements Report for the month of April 2026.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. April Revenue Report 2026
2. Cash & Investments Balances - April 2026
3. Disbursement Report April 2026
4. Major Expenditures Report April 2026

RECEIPTS REPORT FOR APRIL 2026

FUND NAME		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	67,840.81	168,344.23	86,981.15	780,762.40	154,146.62	27,935.42	311,312.75	138,352.51	0.00	5,389.75	1,741,065.64
105	STREETS	73,879.43	0.00	0.00	281,733.02	0.00	0.00	0.00	107.00	0.00	0.00	355,719.45
120	RECREATION AND CULTURE	0.00	0.00	128.00	0.00	92,219.11	0.00	0.00	2,017.86	-178.50	0.00	94,186.47
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	10,628.34	0.00	0.00	0.00	0.00	0.00	0.00	10,628.34
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
220	WATER	0.00	0.00	0.00	0.00	616,110.18	0.00	1,784.87	1,006.98	0.00	0.00	618,902.03
230	SEWER	0.00	0.00	0.00	0.00	1,049,090.01	0.00	1,523.59	117.50	0.00	0.00	1,050,731.10
235	STORMWATER	0.00	0.00	0.00	0.00	65,539.12	0.00	0.00	0.00	0.00	0.00	65,539.12
240	SANITATION	0.00	0.00	0.00	0.00	501,649.20	0.00	0.00	0.00	0.00	0.00	501,649.20
290	FLEET	0.00	0.00	0.00	0.00	70,702.49	0.00	0.00	6,060.56	0.00	0.00	76,763.05
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,172.45	0.00	0.00	0.00	0.00	0.00	139,172.45
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
335	STORMWATER CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	3,654.00	0.00	0.00	0.00	24,558.97	0.00	500.00	0.00	28,712.97
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	2,378.02	0.00	0.00	0.00	2,378.02
590	BOND & INTEREST	8,708.80	0.00	0.00	0.00	0.00	0.00	1,998.85	0.00	0.00	0.00	10,707.65
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		150,429.04	168,344.23	90,763.15	1,073,123.76	2,688,629.18	27,935.42	343,557.05	147,662.41	321.50	5,389.75	4,696,155.49

City of Moscow
Cash and Investments
Balances as of 4/30/2026

Fund	Year to Date Balance
General Fund	\$ 6,588,331.70
Street Fund	\$ 2,533,855.52
Recreation & Culture	\$ 1,473,510.68
MSDCP	\$ 175,520.51
1912 Fund	\$ 49,365.55
Transit Center	\$ 48,128.37
Water Fund	\$ 1,752,467.11
Sewer Fund	\$ 3,584,583.68
Stormwater Fund	\$ 673,144.69
Sanitation Fund	\$ 2,305,117.37
Fleet Fund	\$ 6,378,162.83
Information Systems	\$ 1,828,513.86
Water Capital	\$ 12,082,362.23
Sewer Capital	\$ 30,101,948.56
Stormwater Capital	\$ 453,718.71
Sanitation Capital	\$ 11,778,403.62
Capital Projects	\$ 18,392,422.84
LID Construction	\$ -
Hamilton	\$ 794,286.04
Bond & Interest	\$ 1,109,770.65
LID Funds	\$ -
Payroll Service	\$ 1,327,344.56
Total Cash & Investments	\$ 103,430,959.08

DISBURSEMENTS REPORT FOR APRIL 2026

DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		4/1/2026	4/8/2026	4/15/2026	4/22/2026	4/29/2026	4/14/2026 4/27/2026	4/1/2026 4/15/2026 4/22/2026 AP 4.1.2026 AP 4.15.2026 AP 4.22.2026	4/3/2026	4/17/2026		
BATCH #		AP 4.1.2026	AP 4.8.2026	AP 4.15.2026	AP 4.22.2026	AP 4.29.2026	AP 4.3.2026 AP 4.17.2026			PR 179-180	PR 181	
CHECK #'s		115906-115957	115958-116023	116024-116088	116089-116147	116148-116208	April's CC ACH's	April's ACH's		21690-21691	21692-21693	
Fund #	ACH for Wells Fargo to be Imported						7,978.00					7,978.00
101	GENERAL	47,342.00	20,400.79	26,107.50	23,046.28	22,976.06	9,621.42			398,463.67	421,418.10	969,375.82
105	STREETS	50,681.49	26,781.26	1,245.36	1,842.21	23.98	40.00			30,591.46	28,640.54	139,846.30
120	RECREATION AND CULTURE	2,636.28	10,203.67	5,885.14	8,991.33	44,713.63	3,407.02			62,404.43	67,832.03	206,073.53
121	MSD COMM. PLAY FIELDS		1,533.44	700.59						2,167.13	2,249.58	6,650.74
123	1912 CENTER				10,750.00							10,750.00
128	TRANSIT CENTER		222.71	120.00	1,012.09	1,020.00						2,374.80
220	WATER	20,679.40	47,100.56	21,744.02	20,232.04	283.58	1,293.10	134,111.04		54,173.72	55,650.61	355,268.07
230	SEWER	3,774.84	39,136.84	39,514.61	1,237.24	36,887.48	4,891.59	22,102.94		60,707.64	62,305.11	270,558.29
235	STORMWATER	685.91	596.53	2.59	306.28	1,153.03	27.47			19,749.62	19,717.77	42,239.20
240	SANITATION	9.61	88.34	154,698.88	8.14			254,972.02		4,184.60	4,274.01	418,235.60
290	FLEET	4,262.22	8,418.04	3,999.06	6,957.95	14,231.57	863.99			15,016.86	14,831.59	68,581.28
295	INFORMATION SYSTEMS	13,685.60		13,405.97		31,487.83	6,872.26			21,879.59	22,570.79	109,902.04
320	WATER CAPITAL PROJECTS		33,713.75					683.92				34,397.67
330	SEWER CAPITAL PROJECTS		40,481.56	78,789.00		7,228.55		683.92				127,183.03
335	STORMWATER CAPITAL PROJECTS											0.00
340	SANITATION CAPITAL PROJECTS					24,431.87						24,431.87
350	CAPITAL PROJECTS		563,359.29	15,644.35		6,000.00		18,172.79				603,176.43
355	LID CONSTRUCTION											0.00
380	HAMILTON - PARKS & REC											0.00
590	BONDS & INTEREST											0.00
	TOTAL	143,757.35	792,036.78	361,857.07	74,383.56	190,437.58	34,994.85	430,726.63	0.00	669,338.72	699,490.13	3,397,022.67

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 11, 2026



AGENDA ITEM TITLE

Artwalk Season Finale Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Moscow Chamber of Commerce + Visitor Center is hosting the Artwalk Season Finale on Saturday, June 13th, from 4:00 pm to 8:00 pm on Main Street between 3rd and 6th Streets. This annual event concludes the 2025-2026 Artwalk Season in an artistic and festive manner. No more than 7 (seven) licensed vendors will be authorized for beer/wine sales, and a variety of activities will take place including live music, food sales, art demonstrations, and more. The event has been reviewed and approved as of March 10, 2026. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Artwalk is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration.

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

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

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2026-Entertainment District Beer and Wine_June Artwalk_final

RESOLUTION NO. 2026-

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

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

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

WHEREAS, Moscow Chamber of Commerce + Visitor Center (hereinafter “the Event Sponsor”) desires to have its sponsored event, Artwalk Season Finale (hereinafter “the Permitted Event”), in The Entertainment District (see Attachment “A”); and

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

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

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

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

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

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

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

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

SPECIFIC REGULATIONS ON THE SALE AND CONSUMPTION OF BEER AND WINE DURING ARTWALK SEASON FINALE:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 13th day of June, 2026, from 4:00 p.m. to 8:00 p.m.

Liability, Insurance and Safety:

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

Vendor:

1. There shall be no more than seven (7) licensed vendors selling beer and/or wine at the Permitted Event.
2. All beer and wine shall be sold only by a licensed vendor.

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

Sales and Consumption:

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

7. No person under twenty-one (21) years of age shall be allowed to wear the designated wristband at any time during the Permitted Event.
8. A sign shall be prominently posted at or near the area designated for beer and wine sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.
9. Beer and wine shall be sold only within the designated area in The Entertainment District only between the hours of 4:00 p.m. and 8:00 p.m. local time on the 13th day of June, 2026, during the Permitted Event.
10. Beer and wine shall be consumed only within The Entertainment District between the hours of 4:00 p.m. and 8:00 p.m. local time on the 13th day of June, 2026, during the Permitted Event.
11. No person shall carry or consume any alcoholic beverage within The Entertainment District which is not purchased or dispensed from the licensed vendors at the Permitted Event. Consumption of alcohol outside of The Entertainment District, in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, shall be considered a violation of the City's open container ordinance.

Fee:

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

Failure To Comply:

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

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Scott Sumner	_____	_____	_____	_____
Sage McCetich	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Even Holmes	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this ____ day of _____, 2026.

Hailey Lewis, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2026 and attest to the Mayor’s signature.

Laurie M. Hopkins, City Clerk

DRAFT

Attachment "B"



**City of Moscow
Community Events
Division
EVENT APPLICATION**

For office staff use only Date App Rec'd: 3/2/26 Fees Due: \$257 Fees Paid: _____	
<input type="checkbox"/> Community Event without alcohol	<input checked="" type="checkbox"/> Community Event with alcohol
<input type="checkbox"/> Street Parade Event	<input type="checkbox"/> Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)
<input type="checkbox"/> Residential Neighborhood Block Party Event	<input type="checkbox"/> Public Assembly – no fee (march, rally, demonstration, etc.)

Thank you for your interest in organizing/sponsoring an Event in the City of Moscow! Events by local citizens add to the cultural wealth of our town and may range from fun runs to political marches, neighborhood block parties to street fairs. Submit completed forms electronically or physically to the Community Events office: communityevents@ci.moscow.id.us or 504 S. Washington Street, Moscow. All applications must be legible.

The City reserves the right to request additional information reasonably necessary to make a fair determination as to issuance of an event permit in accordance with Moscow City Code Title 10, Chapter 17 (<https://www.ci.moscow.id.us/DocumentCenter/View/1358/Chapter-17---Parade-Public-Assembly-PDF>). Applications are processed on a first-come, first-served basis no more than 180 days before the proposed date of the event. Application deadlines are as follows:

- Regular or recurring events must be submitted at least sixty (60) days before the proposed date of the event.
- Single, non-recurring events without alcohol must be submitted at least ten (10) days before the proposed date of the event.
- Events with alcohol must be submitted at least two (2) months before the event date to allow for adequate review and presentation to a Council Committee and City Council. Council Committees meet on the 2nd and 4th Monday of each month, and City Council meets on the 1st and 3rd Monday of each month pending no holiday delays, re-scheduling, or cancellations.

1. **Name of Event:** ArtWalk Season Finale

2. **Event Date(s):** June 13

3. **Event Location:** Main Street Moscow 3rd - 6th Street

4. **Are you requesting street closure(s) for event?** Yes No
IF YES

a. **Provide street closure location(s).** List cross streets, intersections, building addresses, etc. Include these details on your event map (see item 24).

Main Street from 3rd - 6th, 5th Street Alley, first bay of Jackson Street lot

b. **Select the parking restriction to accompany event street closure:**

- Standard (no parking in event area only) Standard plus ADA (recommended ADA location based on event details)

Traditional parking restrictions begin 3 hours prior to event start time and 1 hour past event end time.

5. **Event(s) Start time:** 4:00 PM **Event(s) End time:** 8:00 PM
 Applicants have 2 hours prior to event start time for set-up and 1 hour after event end time for tear-down. Example: Applicants with events starting at 4 pm may begin setting up at 2 pm; events ending at 8 pm have until 9 pm to complete tear-down. **If more time is required, please indicate this in item 15.**

6. **Is this a recurring Event (i.e. every 1st Thu. or every Sat. May-Oct.)?** Yes No

7. **Is this an annual Event?** Yes No

8. **Are you planning on having refreshments and/or food?** Yes No

IF YES – Applicants are responsible for removing all waste from their event footprint, including emptying permanent trash receptacles in and around the event area. If applicable, staff will provide a map of trash receptacles that the applicant will be responsible for emptying at the end of their event. Events taking place in the downtown area may not utilize dumpsters for trash disposal. Unauthorized use of other's solid waste container(s) is considered "theft of services" pursuant to Idaho Code § 18-2403(5)(c). This activity is a misdemeanor crime and punishable by up to a \$1,000 fine, plus court costs and up to one (1) year in jail.

9. **Are you planning on serving alcohol and/or having alcohol available for purchase at the event?**

Yes No (skip to item 10)

IF YES – Obtain required Alcohol Catering Permit(s). This process is to be handled by your licensed alcohol provider(s) via the City Clerk's office.

a. Events in the public right-of-way or a City park are eligible to pursue a temporary suspension of the Open Container law by Resolution of the City Council. **Select the option that applies to your event:**

Seeking a resolution for open containers within a beer garden in a City Park

Seeking a resolution for open containers within Moscow Entertainment District boundaries (see page 7)

Seeking a resolution for open containers within a beer garden in public right-of-way outside Moscow Entertainment District boundaries (see page 7)

b. **Submit Alcohol Use Application and pay non-refundable fee upon approval of event.**

c. **The following conditions must be satisfied with the event**, in addition to any requirements detailed in the Moscow City Code, as set forth by City Council Resolution, and/or Alcohol Catering Permit:

- Location of an identification checking station OR beer garden (including dimensions in increments of 8') on Event Site Map (item 24). A minimum of two (2) persons must be available to check proper identification. These persons shall be clearly identified and be responsible for the issuance of wristbands denoting attendees are of legal drinking age.

Page 2 of 9

Last updated February 2026. Information provided by you on this form is a public record pursuant to the Idaho Public Records Act under Title 74, Chapter 1 of the Idaho Code. Information may be posted to a public website.

- Attendance at Council Committee and City Council meetings regarding authorization of alcohol at event by Resolution.
- Posted signage and waste receptacles at entry and exit points. Signage to clearly state "No Alcohol Permitted Beyond this Area". Additional requirements may be mandated by City Council Resolution.

10. Are you requesting additional City Police services for escort services, traffic, and/or crowd control?

Yes No

IF YES – Contact Police Department at 208-883-7059 to discuss and see attached Fee Schedule.

11. Are you planning on having a band, music, or other amplified sound?

Yes No

IF YES – Submit a completed Noise Exemption Permit Request (see page 6) with this event application.

12. Are you planning on using any designated public facilities or infrastructure for the event?

Yes No

IF YES – Select the items you plan to use:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Permanent trash receptacles | <input checked="" type="checkbox"/> Park (i.e. East City Park stage, Friendship Square, etc.) |
| <input checked="" type="checkbox"/> Public restrooms | <input checked="" type="checkbox"/> City-owned electrical outlets |

13. Are you planning on having banners, signs, or other attention-getting devices at the event?

Yes No

14. List approximate number of persons, animals, and/or vehicles comprising the event, the type(s) of animals and description of vehicles, and approximate number of participants and spectators in viewing.

1,000+ attendees, 20+ beer, food, craft and activity vendors, live music

15. Please use this area to include more details or attach additional pages for information about event that is pertinent for us to know.

Similar in structure to the other MCOC+VC block parties, we would like to close down the street to host the Art Walk Season Finale. After Winterfest I received a call about including more ADA parking. Would it be possible to reserve the second bay of the Jackson street lot for ADA parking? Happy to brainstorm this more if necessary.

16. Is this event sponsored by an organization? Yes No

IF YES – Provide organization's name, address (street, city, state, zip), and officers/authorized representatives:

Moscow Chamber of Commerce + Visitor Center, 411 S. Main Street, Moscow ID 83843

17. Individual Responsible for Event Organization:

a. Name: Noelle Borkowski

b. Address: 411 S. Main Street Moscow ID 83843

c. Day-of contact number: 208-997-8124

d. Email: marketing@moscowchamber.com

18. **Event/Site/Route Map** – Applications without a map will not be processed. Details on a map may include but are not limited to locations of desired street closures, walking routes, assembly points, start and finish points, locations of food and beverage vendors, stages, service areas, etc. See page 8 for a blank courtesy map of downtown Moscow for your use, if applicable.

19. **Proof of Insurance** – Certificate of Insurance must list the City of Moscow as an Additional Insured:

a. Not required for Public Assembly events.

b. \$500,000 minimum general liability amount required for all other events; may be waived for residential neighborhood block parties at discretion of City.

c. \$1,000,000 minimum general liability amount required for events with alcohol.

20. City reserves the right to alter your event/site/route map if the City determines the proposal will require significant City services and/or severely limit transit opportunities in high traffic areas. **Applicant understands and agrees that the City is reserving that right.** If applicant answers no, application may be denied.

Yes

No

Page 4 of 9

Last updated February 2026. Information provided by you on this form is a public record pursuant to the Idaho Public Records Act under Title 74, Chapter 1 of the Idaho Code. Information may be posted to a public website.

HOLD HARMLESS AGREEMENT:

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

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

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

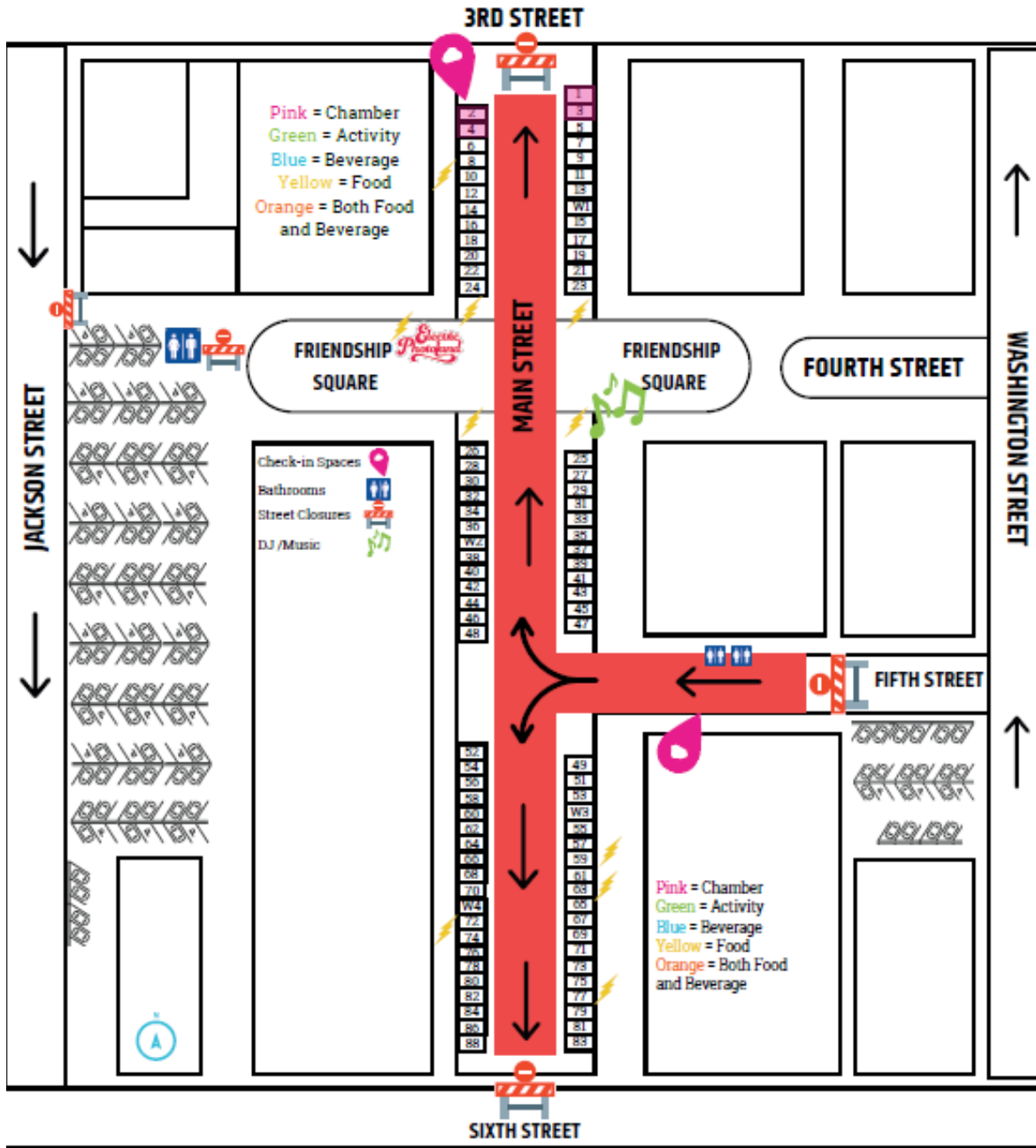
NAME: Nelle Bardi

DATE: 3/26

EVENT SPONSOR ELECTRONIC SIGNATURE:

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

EVENT SPONSOR NON-ELECTRONIC SIGNATURE: _____
required only if printing and submitting in person



NOISE EXEMPTION PERMIT REQUEST

Moscow City Code 10-11-2

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

Requested Event Date(s): June 13, 2026 Begin time: 4:00 PM End time: 8:00 PM

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

Amplified Music (DJ, party, etc.) No Yes
Alcoholic Beverages Available No Yes - Purchaser: multiple vendors
(Marking this box does not mean your request will be denied) (If hosted or catered, name of serving organization)
Live Band Performing No Yes - Group: TBD

Describe the event: A family friendly block party celebrating Moscow's creative community. There will be food, drink, and activity vendors on Main Street, as well as live music.

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

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

Person responsible for Group or Organization: Noelle Borkowski / Sam Martinet

Requesting Person's Address: 411 S. Main Street Moscow ID

Phone Number: 2089978124 Email Address: marketing@moscowchamber.com

Daytime phone number is required *Permits will be returned by email unless otherwise requested*

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

Cell- or contact-phone during event. 208997812

Your signature is unconditional acceptance of all terms and conditions. This permit may be modified or revoked by City at any time if permit conditions are violated. Please note that this form and the information you provide on this form is a public record pursuant to the Idaho Public Records Act under Title 74, Chapter 1 of the Idaho Code. Read the following carefully:

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

APPROVED DENIED
Date permit valid: 06/13/2026 Hours permit valid: 4PM - 8PM
Noise level (dba) shall not exceed 85dba at source at property line
Other Conditions: None
Robert [Signature]
Police Chief or Designee (208) 883-7054

Page 6 of 9

Last updated February 2026. Information provided by you on this form is a public record pursuant to the Idaho Public Records Act under Title 74, Chapter 1 of the Idaho Code. Information may be posted to a public website.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2026

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

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

PRODUCER Troy Insurance Agency, Inc 207 S Main Street PO Box 8984 Moscow ID 83843		CONTACT Amanda Nelson NAME: PHONE (A/C No. Ext): (208) 882-2814 FAX (A/C. No): (208) 743-3542 E-MAIL ADDRESS: amtroy@troyins.com															
INSURED Moscow Chamber of Commerce 411 South Main St Moscow ID 83843		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: United States Liability Insurance Compe</td> <td>25895</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United States Liability Insurance Compe	25895	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 2026-2027 LIABILITY REVISION NUMBER:

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

INER LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	NBP1563070	1/30/2026	1/30/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			NBP1563070	1/30/2026	1/30/2027	COMBINED SINGLE LIMIT (Ea accident) \$ Included in OGL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			CUP1567801	1/30/2026	1/30/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

MOSCOW WINTERFEST, FEBRUARY 2026
 CAMP MOSCOWANNA, JUNE 2026
 MOSCOWBERFEST, AUGUST 2026
 ALL EVENTS TAKING PLACE IN THE CITY OF MOSCOW, IDAHO 83843.

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

ACORD 25 (2014/01)
INS025 (201401)

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Community Events Division Event Application Review

Artwalk Season finale 6/13/26 4 - 8pm

Event Name

Date(s)/Time(s)

DEPARTMENT/DIVISION DESIGNEE

EVENT(S) APPROVED/DENIED

Robbing Duff

Moscow Police Department

Approve

Deny

Officer presence required?

Yes

No

N/A

Officers available?

Yes

No

N/A

Dan Ellinwood

Dan Ellinwood (Mar 4, 2026 10:29:27 PST)

Moscow Volunteer Fire Department

Approve

Deny

David Schott

David Schott (Mar 3, 2026 1:01:16 PST)

Parks and Recreation Department

Approve

Deny

Kyle Rainer

Kyle Rainer (Mar 3, 2026 12:16:16 PST)

Community Development-Engineering Division

Approve

Deny

Ty Thompson

Ty Thompson (Mar 3, 2026 09:57:45 MST)

Public Works-Environmental Services Division

Approve

Deny

Steve Schultz

Steve Schultz (Mar 10, 2026 11:02:21 PST)

Public Works-Streets Department

Approve

Deny

Street closure required?

Yes

No

N/A

ITD permit required?

Yes*

No

N/A

*Application will remain pending until ITD grants applicant a permit

Time of street closure? 2pm 9pm

Fees? \$113.00

Start

End

Daytime

Nighttime

Amanda Reyes

Amanda Reyes (Mar 10, 2026 12:18:16 PST)

City Clerk/Deputy City Clerk



City of Moscow
Community Events Division
ALCOHOL USE APPLICATION

Date received: 5/6/26 Date fee paid: 4/28/26

Required for Events requesting Alcohol Use in the
Moscow Downtown Central Business Zoning District or a Moscow Parks Facility.
City Council has the right to deny this application, but applicants may still move forward with their
approved Event without alcohol.

Timeline for requesting Alcohol Use:

1. At least two months prior to Event, applicant submits Event Application or Parks Reservation for review.
2. Upon approval of Application or Reservation, applicant submits:
 - a. Alcohol Use application
 - b. Pays \$103 non-refundable Alcohol Use fee
 - c. Name(s) of licensed alcohol provider(s)
 - d. Events in a Moscow Park Facility also include:
 - i. Location of the beer/wine garden during the event with size dimensions, entry and exit points, and serving location. Provide as much detail as possible.
3. Staff drafts a Resolution according to the Event and communicates with applicant on security and insurance requirements.
4. Applicant must be present at Administrative Committee meeting (meetings are held on the 2nd and 4th Mondays of each month pending no holiday delays).
5. Applicant must be present at City Council meeting (meetings are held on the 1st and 3rd of each month pending no holiday delays).
6. Upon approval, applicant pays any remaining fees.

Event Name: ArtWalk Event Date(s): 6/13/26
Event Location: Main Street 3rd - 6th

Event Start time: 4:00 PM Event End time: 8:00 PM
Individual responsible per Event Application/Parks Reservation: Nalle Burkowski

By signing this Alcohol Use application, applicant understands that their Event may not have alcohol unless approved by City Council, and that City Council has the right to deny Alcohol Use applications. Applicant also understands that the \$103 fee is non-refundable regardless of the decision issued by City Council.

Nalle Burkowski 5/6/26
Signature of Individual responsible for Event Date

Alcohol Use application last updated January 6, 2026

The information on this form is Public Record and may be posted to a public website.



CITY OF MOSCOW

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

PERMIT NUMBER: CE2026-06
EVENT DATE: Saturday, June 13, 2026
EVENT TIME: 4 pm – 8 pm

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

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

PERMIT TYPE: Community Event with Alcohol

PERMIT LOCATION: Main Street between 3rd St. and 6th St., 5th Street to Alley and first bay of Jackson Street parking lot.

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

ISSUED THIS _____ DAY OF _____, 2026

(SIGNATURE OF LICENSEE)

DATE

(SIGNATURE OF STAFF)

DATE

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 11, 2026



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

North Idaho Athletic Club is the host of the FullSterkur Strongman competition on Saturday, June 27th, from 7:00 am to 4:00 pm on Main Street between 3rd and 1st Streets. This event is being hosted in the Entertainment District for the first time. No more than 1 (one) licensed vendor will be authorized for beer/wine sales during the hours of 11 am to 4 pm, with several weightlifting activities taking place. The event has been reviewed and approved as of March 10, 2026. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, FullSterkur is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of the Fullsterkur Strongman Competition during the hours of 11 am to 4 pm during the event; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of the Fullsterkur Strongman Competition during the hours of 11 am to 4 pm during the event; or provide staff further direction.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2026-Entertainment District Beer and Wine_Fullsterkur Strongman_final

RESOLUTION NO. 2026-

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

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

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

WHEREAS, North Idaho Athletic Club (hereinafter “the Event Sponsor”) desires to have its sponsored event, FullSterkur Strongman Competition (hereinafter “the Permitted Event”), in The Entertainment District (see Attachment “A”); and

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

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

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

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

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

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

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

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

SPECIFIC REGULATIONS ON THE SALE AND CONSUMPTION OF BEER AND WINE DURING FULLSTERKUR STRONGMAN COMPETITION:

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 27th day of June, 2026, from 7 a.m. to 4 p.m.

Liability, Insurance and Safety:

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

Vendor:

1. There shall be no more than one (1) licensed vendor selling beer and wine at the Permitted Event.
2. All beer and wine shall be sold only by the licensed vendor.

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

Sales and Consumption:

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

7. No person under twenty-one (21) years of age shall be allowed to wear the designated wristband at any time during the Permitted Event.
8. A sign shall be prominently posted at or near the area designated for beer and wine sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.
9. Beer and wine shall be sold only within the designated area in The Entertainment District only between the hours of 11 a.m. and 4 p.m. local time on the 27th day of June, 2026, during the Permitted Event.
10. Beer and wine shall be consumed only within The Entertainment District between the hours of 11 a.m. and 4 p.m. local time on the 27th day of June, 2026, during the Permitted Event.
11. No person shall carry or consume any alcoholic beverage within The Entertainment District which is not purchased or dispensed from the licensed vendor at the Permitted Event. Consumption of alcohol outside of The Entertainment District, in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, shall be considered a violation of the City's open container ordinance.

Fee:

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

Failure To Comply:

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

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Scott Sumner	_____	_____	_____	_____
Sage McCetich	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Even Holmes	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this ____ day of _____, 2026.

Hailey Lewis, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2026 and attest to the Mayor’s signature.

Laurie M. Hopkins, City Clerk

DRAFT

Attachment "B"



**City of Moscow
Community Events
Division
EVENT APPLICATION**

For office staff use only	
Date App Rec'd: 3/2/26 Fees Due: \$257 Fees Paid: 4/21/26	
<input type="checkbox"/> Community Event without alcohol	<input checked="" type="checkbox"/> Community Event with alcohol
<input type="checkbox"/> Street Parade Event	<input type="checkbox"/> Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)
<input type="checkbox"/> Residential Neighborhood Block Party Event	<input type="checkbox"/> Public Assembly – no fee (march, rally, demonstration, etc.)

Thank you for your interest in organizing/sponsoring an Event in the City of Moscow! Events by local citizens add to the cultural wealth of our town and may range from fun runs to political marches, neighborhood block parties to street fairs. Submit completed forms electronically or physically to the Community Events office: communityevents@ci.moscow.id.us or 504 S. Washington Street, Moscow. All applications must be legible.

The City reserves the right to request additional information reasonably necessary to make a fair determination as to issuance of an event permit in accordance with Moscow City Code Title 10, Chapter 17 (<https://www.ci.moscow.id.us/DocumentCenter/View/1358/Chapter-17--Parade-Public-Assembly-PDF>). Applications are processed on a first-come, first-served basis no more than 180 days before the proposed date of the event. Application deadlines are as follows:

- Regular or recurring events must be submitted at least sixty (60) days before the proposed date of the event.
- Single, non-recurring events without alcohol must be submitted at least ten (10) days before the proposed date of the event.
- Events with alcohol must be submitted at least two (2) months before the event date to allow for adequate review and presentation to a Council Committee and City Council. Council Committees meet on the 2nd and 4th Monday of each month, and City Council meets on the 1st and 3rd Monday of each month pending no holiday delays, re-scheduling, or cancellations.

1. **Name of Event:** Fullsterkur

2. **Event Date(s):** 06/27/2026

3. **Event Location:** 408 S. Main Street

4. **Are you requesting street closure(s) for event?** Yes No
IF YES

a. **Provide street closure location(s).** List cross streets, intersections, building addresses, etc. Include these details on your event map (see item 24).

South Main street between 1st and 3rd street, including 2nd from Main to Washington.

b. **Select the parking restriction to accompany event street closure:**

- Standard (no parking in event area only) Standard plus ADA (recommended ADA location based on event details)

Traditional parking restrictions begin 3 hours prior to event start time and 1 hour past event end time.

5. **Event(s) Start time:** 7am (0700) **Event(s) End time:** 4pm (1600)
 Applicants have 2 hours prior to event start time for set-up and 1 hour after event end time for tear-down. Example: Applicants with events starting at 4 pm may begin setting up at 2 pm; events ending at 8 pm have until 9 pm to complete tear-down. **If more time is required, please indicate this in item 15.**

6. **Is this a recurring Event (i.e. every 1st Thu. or every Sat. May-Oct.)?** Yes No

7. **Is this an annual Event?** Yes No

8. **Are you planning on having refreshments and/or food?** Yes No

IF YES – Applicants are responsible for removing all waste from their event footprint, including emptying permanent trash receptacles in and around the event area. If applicable, staff will provide a map of trash receptacles that the applicant will be responsible for emptying at the end of their event. Events taking place in the downtown area may not utilize dumpsters for trash disposal. Unauthorized use of other's solid waste container(s) is considered "theft of services" pursuant to Idaho Code § 18-2403(5)(c). This activity is a misdemeanor crime and punishable by up to a \$1,000 fine, plus court costs and up to one (1) year in jail.

9. **Are you planning on serving alcohol and/or having alcohol available for purchase at the event?**

Yes No (skip to item 10)

IF YES – Obtain required Alcohol Catering Permit(s). This process is to be handled by your licensed alcohol provider(s) via the City Clerk's office.

a. Events in the public right-of-way or a City park are eligible to pursue a temporary suspension of the Open Container law by Resolution of the City Council. **Select the option that applies to your event:**

Seeking a resolution for open containers within a beer garden in a City Park

Seeking a resolution for open containers within Moscow Entertainment District boundaries (see page 7)

Seeking a resolution for open containers within a beer garden in public right-of-way outside Moscow Entertainment District boundaries (see page 7)

b. **Submit Alcohol Use Application and pay non-refundable fee upon approval of event.**

c. **The following conditions must be satisfied with the event**, in addition to any requirements detailed in the Moscow City Code, as set forth by City Council Resolution, and/or Alcohol Catering Permit:

- Location of an identification checking station OR beer garden (including dimensions in increments of 8') on Event Site Map (item 24). A minimum of two (2) persons must be available to check proper identification. These persons shall be clearly identified and be responsible for the issuance of wristbands denoting attendees are of legal drinking age.

Page 2 of 9

Last updated February 2026. Information provided by you on this form is a public record pursuant to the Idaho Public Records Act under Title 74, Chapter 1 of the Idaho Code. Information may be posted to a public website.

- Attendance at Council Committee and City Council meetings regarding authorization of alcohol at event by Resolution.
- Posted signage and waste receptacles at entry and exit points. Signage to clearly state "No Alcohol Permitted Beyond this Area". Additional requirements may be mandated by City Council Resolution.

10. Are you requesting additional City Police services for escort services, traffic, and/or crowd control?

Yes No

IF YES – Contact Police Department at 208-883-7059 to discuss and see attached Fee Schedule.

11. Are you planning on having a band, music, or other amplified sound?

Yes No

IF YES – Submit a completed Noise Exemption Permit Request (see page 6) with this event application.

12. Are you planning on using any designated public facilities or infrastructure for the event?

Yes No

IF YES – Select the items you plan to use:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Permanent trash receptacles | <input type="checkbox"/> Park (i.e. East City Park stage, Friendship Square, etc.) |
| <input checked="" type="checkbox"/> Public restrooms | <input checked="" type="checkbox"/> City-owned electrical outlets |

13. Are you planning on having banners, signs, or other attention-getting devices at the event?

Yes No

14. List approximate number of persons, animals, and/or vehicles comprising the event, the type(s) of animals and description of vehicles, and approximate number of participants and spectators in viewing.

No animals or vehicles. 40-50 athletes, 80-100 spectators + whoever from the farmer market/walking by is interested

15. Please use this area to include more details or attach additional pages for information about event that is pertinent for us to know.

This is a strongman competition. There will be 5 events: 1) Max weight overhead press, 2) Deadlift ladder, 3) Husafell sandbag carry, 4) Hercules hold, 5) Stone to shoulder. The full list of details for the event can be found on <https://ironpodium.com/browse/ev/fullsterkur-2026>. We will be using the center of the street primarily with an admin table off to the side and warm up area off to the other side

16. Is this event sponsored by an organization? Yes No

IF YES – Provide organization's name, address (street, city, state, zip), and officers/authorized representatives:

Not exactly sure what you mean by sponsored but North Idaho Athletic Club (Blake Taylor) is the promoter of the competition and it is sanctioned through Strongman Corporation. There will a

17. Individual Responsible for Event Organization:

- a. Name: Blake Taylor
b. Address: 408 S. Main Street
c. Day-of contact number: 503-396-9243
d. Email: niac.informed@gmail.com

18. **Event/Site/Route Map** – Applications without a map will not be processed. Details on a map may include but are not limited to locations of desired street closures, walking routes, assembly points, start and finish points, locations of food and beverage vendors, stages, service areas, etc. See page 8 for a blank courtesy map of downtown Moscow for your use, if applicable.

19. **Proof of Insurance** – Certificate of Insurance must list the City of Moscow as an Additional Insured:

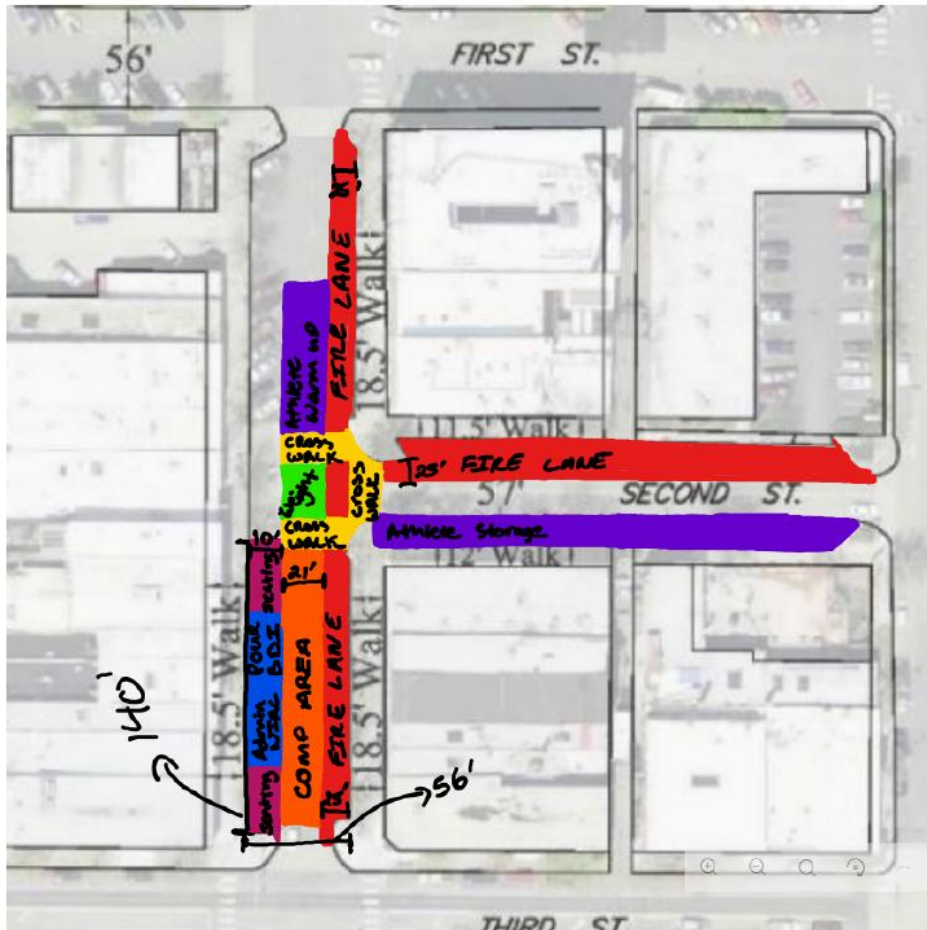
- a. Not required for Public Assembly events.
b. \$500,000 minimum general liability amount required for all other events; may be waived for residential neighborhood block parties at discretion of City.
c. \$1,000,000 minimum general liability amount required for events with alcohol.

20. City reserves the right to alter your event/site/route map if the City determines the proposal will require significant City services and/or severely limit transit opportunities in high traffic areas. **Applicant understands and agrees that the City is reserving that right.** If applicant answers no, application may be denied.

Yes No

Page 4 of 9

Last updated February 2026. Information provided by you on this form is a public record pursuant to the Idaho Public Records Act under Title 74, Chapter 1 of the Idaho Code. Information may be posted to a public website.



NOISE EXEMPTION PERMIT REQUEST

Moscow City Code 10-11-2

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

Requested Event Date(s): 06/27/2026 Begin time: 0800 End time: 1600

Event Location: South Main street (between 2nd-3rd street)

Amplified Music (DJ, party, etc.) No Yes
Alcoholic Beverages Available No Yes - Purchaser: Pour Company
(Marking this box does not mean your request will be denied) (If hosted or catered, name of serving organization)
Live Band Performing No Yes - Group: _____

Describe the event: North Idaho Athletic Clubs annual Strongman competition. 5 feats of strength.
There will be music and an announcer

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

Name of requesting person/Group/Organization: North Idaho Athletic Club

Person responsible for Group or Organization: Blake Taylor

Requesting Person's Address: 408 S Main Street

Phone Number: 503-396-9243 Email Address: niac.informed@gmail.com

Daytime phone number is required *Permits will be returned by email unless otherwise requested*
Responsible person available **AT AND DURING** this event: Blake Taylor
Cell- or contact-phone during event. 503-396-9243

Your signature is unconditional acceptance of all terms and conditions. This permit may be modified or revoked by City at any time if permit conditions are violated. Please note that this form and the information you provide on this form is a public record pursuant to the Idaho Public Records Act under Title 74, Chapter 1 of the Idaho Code. Read the following carefully:

The applicant/group/organization hereby agrees to indemnify and hold harmless City of Moscow, Idaho from all claims, actions and demands of any kind whatsoever related to and/or arising out of the activity(ies) specified in this application and does hereby accept all risk and responsibility for any damage(s) and injuries stemming from such activity. Every Applicant requesting a noise Exemption Permit shall cooperate with law enforcement by adjusting the noise level in the event of any citizen complaint(s). In the event of non-compliance, law enforcement may revoke this permit. No applicant/group/organization shall be required to indemnify or hold harmless City of Moscow, Idaho for claims, actions and demands that arise out of City's sole negligence.
Requesting Person's Signature: Blake Taylor Date: 03/02/2026

APPROVED DENIED
Date permit valid: 06/27/2026 Hours permit valid: 8AM - 4PM
Noise level (dba) shall not exceed 85dba at source at property line
Other Conditions: None

Police Chief or Designee (208) 883-7054

Last updated February 2026. Information provided by you on this form is a public record pursuant to the Idaho Public Records Act under Title 74, Chapter 1 of the Idaho Code. Information may be posted to a public website.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2026

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

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

PRODUCER KEVIN J OROZCO INSURANCE AGENCY 114 E Fifth St #1 Moscow, ID 83843	CONTACT NAME: Kevin J. Orozco	
	PHONE (A/C No. Extn): (208)883-4800 FAX (A/C No.): E-MAIL: KJOinsurance@gmail.com ADDRESS: KJOinsurance@gmail.com	
INSURED Taylored Aesthetics LLC dba North Idaho Athletic Club 408 S Main St MOSCOW, ID 83843	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance	
	INSURER B: United Financial Casualty Company	
	INSURER C: Idaho State Insurance Fund	
	INSURER D:	
	INSURER E:	


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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	PHPK2580158	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 1,000,000					
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000											
	MED EXP (Any one person) \$ 5,000											
	PERSONAL & ADV INJURY \$ 1,000,000											
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000					
							PRODUCTS - COMPIOP AGG \$ 2,000,000					
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	974177883	10/10/2025	10/10/2026	Abuse \$ 300,000					
	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000											
	BODILY INJURY (Per person) \$											
	BODILY INJURY (Per accident) \$											
PROPERTY DAMAGE (Per accident) \$												
							\$					
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N/A	N	683086	9/1/2025	9/1/2026	EACH OCCURRENCE \$					
	AGGREGATE \$											
	\$											
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below											
							<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER					
							E.L. EACH ACCIDENT \$ 500,000					
							E.L. DISEASE - EA EMPLOYEE \$ 500,000					
							E.L. DISEASE - POLICY LIMIT \$ 500,000					

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

Event: Fullsterkur - Main Street, Downtown Moscow - Saturday, June 27th 2026

CERTIFICATE HOLDER City of Moscow 206 E 3rd St. Moscow, ID 83843	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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Community Events Division Event Application Review

Fullsterkur Strongman 06/27/2026 7am - 4pm

Event Name Date(s)/Time(s)

DEPARTMENT/DIVISION DESIGNEE

EVENT(S) APPROVED/DENIED

Robbing Wright

Moscow Police Department

Officer presence required? Yes No N/A

Officers available? Yes No N/A

Dan Ellinwood

Moscow Volunteer Fire Department

Approve Deny

David Schott

Parks and Recreation Department

Approve Deny

Kyle Rainer

Community Development-Engineering Division

Approve Deny

Ty Thompson

Public Works-Environmental Services Division

Approve Deny

Steve Schulte

Public Works-Streets Department

Street closure required? Yes No N/A

ITD permit required? Yes No N/A

*Application will remain pending until ITD grants applicant a permit

Time of street closure? 5am Start 5pm End

Fees? ~~\$100.00~~ \$113 Per Steve Schulte, with updated street closure area. -AR 4/16/26
 Daytime Nighttime

Amanda Reyes

City Clerk/Deputy City Clerk



City of Moscow
Community Events Division
ALCOHOL USE APPLICATION

Date received: 4/21 Date fee paid: 4/21

*Required for Events requesting Alcohol Use in the
Moscow Downtown Central Business Zoning District or a Moscow Parks Facility.
City Council has the right to deny this application, but applicants may still move forward with their
approved Event without alcohol.*

Timeline for requesting Alcohol Use:

1. At least two months prior to Event, applicant submits Event Application or Parks Reservation for review.
2. Upon approval of Application or Reservation, applicant submits:
 - a. Alcohol Use application
 - b. Pays \$103 non-refundable Alcohol Use fee
 - c. Name(s) of licensed alcohol provider(s)
 - d. Events in a Moscow Park Facility also include:
 - i. Location of the beer/wine garden during the event with size dimensions, entry and exit points, and serving location. Provide as much detail as possible.
3. Staff drafts a Resolution according to the Event and communicates with applicant on security and insurance requirements.
4. Applicant must be present at Administrative Committee meeting (meetings are held on the 2nd and 4th Mondays of each month pending no holiday delays).
5. Applicant must be present at City Council meeting (meetings are held on the 1st and 3rd of each month pending no holiday delays).
6. Upon approval, applicant pays any remaining fees.

Event Name: Fullsterkur Event Date(s): 6/27/26

Event Location: Main street (between 1st-3rd)
MOSCOW, ID 83843

Event Start time: 0900 Event End time: 1600

Individual responsible per Event Application/Parks Reservation: Blake Taylor

By signing this Alcohol Use application, applicant understands that their Event may not have alcohol unless approved by City Council, and that City Council has the right to deny Alcohol Use applications. Applicant also understands that the \$103 fee is non-refundable regardless of the decision issued by City Council.


Signature of Individual responsible for Event

4-16-26
Date

Alcohol Use application last updated January 6, 2026

The information on this form is Public Record and may be posted to a public website.



CITY OF MOSCOW

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

PERMIT NUMBER: CE2026-05
EVENT DATE: Saturday, June 27, 2026
EVENT TIME: 7 am – 4 pm

THIS IS TO CERTIFY THAT
North Idaho Athletic Club
~~Fullsterkur~~ Strongman
Blake Taylor
408 S. Main St.
Moscow, ID 83843

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

PERMIT TYPE: Community Event with Alcohol

PERMIT LOCATION: Main Street between 1st St. and 3rd St., including 2nd from Main to Washington.

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

ISSUED THIS _____ DAY OF _____, 2026

(SIGNATURE OF LICENSEE)

DATE

(SIGNATURE OF STAFF)

DATE

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 11, 2026



AGENDA ITEM TITLE

Proposed Renewal of Licensing Agreement for Shared Mobility Program with Pheenix USH LLC D/B/A Spin (ACTION ITEM) — Tyler Palmer

RESPONSIBLE STAFF

Tyler Palmer, Deputy City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City of Moscow entered into a Licensing Agreement for a Shared Mobility Program with Pheenix USH, LLC d/b/a Spin in June 2025 to allow the deployment of up to 150 shared mobility electric scooters within the City of Moscow, subject to compliance with Moscow City Code Title 11, Chapter 2 governing bicycles and shared mobility programs. The program provides a multimodal transportation option for residents and visitors, supporting reduced traffic congestion, expanded mobility options, and carbon-free transportation alternatives. The current agreement has a term of 1-year and is set to expire on June 2, 2026. Spin has requested to renew the license agreement for an additional 1-year term under the same terms and conditions. The City has experienced limited issues over the initial term of the program. Staff has consulted with representatives from the University of Idaho, who have indicated that they do not object to the renewal of the license agreement. This matter is before the Council for consideration.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Licensing Agreement with Pheenix USH, LLC d/b/a Spin for a one-year term, or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of the Licensing Agreement with Pheenix USH, LLC d/b/a Spin for a one-year term.

OTHER RESOURCES

FISCAL IMPACT

- Annual operator fee: \$2,500
- Per-device annual charge: \$100/device

PERSONNEL IMPACT

ATTACHMENTS

1. License Agreement-Spin (e-scooters) 2026_final with attachments

**LICENSING AGREEMENT FOR SHARED MOBILITY PROGRAM
BETWEEN CITY OF MOSCOW, IDAHO AND
PHEENIX USH, LLC D/B/A SPIN**

THIS LICENSING AGREEMENT FOR SHARED MOBILITY PROGRAM (hereinafter "Agreement") is made this ____ day of _____, 2026, between the City of Moscow, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Pheenix USH, LLC d/b/a Spin, whose business address is 8605 Santa Monica Boulevard, #20388, West Hollywood, California, 90069 (hereinafter "COMPANY").

INTRODUCTION

WHEREAS, CITY has enacted an ordinance regarding shared mobility programs for bicycles, E-bikes, E-scooters and E-boards, Moscow City Code Title 11, Chapter 2, included as Attachment "A"; and

WHEREAS, shared mobility programs provide a multimodal transportation option to the residents and visitors of the City of Moscow, reduces traffic and parking congestion, and maximizes carbon-free mobility; and

WHEREAS, COMPANY is willing to adhere to the ordinance regarding shared mobility programs for bicycles, E-bikes, E-scooters and E-boards;

NOW, THEREFORE, it is agreed that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in the entirety and, for and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties agree as follows:

TERMS AND CONDITIONS

- 1. Scope:** This Agreement and its terms apply to any proposed deployment of bicycles, E-bikes, E-scooters and E-boards sharing systems within the City of Moscow's jurisdictional boundaries. COMPANY, nor any of COMPANY's agents, shall deploy a shared mobility program in the City of Moscow in violation of this Agreement. Violation of any terms of this Agreement or of the Moscow City Code is grounds for immediate termination of this Agreement and shall require immediate removal of deployed devices.
- 2. Duties:** COMPANY's Shared Mobility Program shall be governed by Moscow City Code, Idaho Code, the approved documents attached to the application, and the following attachments herein made a part of this Agreement by this reference:

Attachment "A". Moscow City Code Title 11, Chapter 2

Attachment "B". Dismount Zone Map

Attachment "C". No Parking Zone

Attachment "D". Speed Restricted Zone (University of Idaho Campus)

Attachment “E”. Access Prohibited Zone (University of Idaho Camps)
Attachment “F”. Share Mobility Program Application with Attachments

- 2.1 COMPANY shall have a local agent who will manage the repairs and relocation of the devices.
- 2.2 COMPANY shall provide easily visible contact information, including its toll-free phone number and email address on each bicycle, E-bike, E-scooter or E-board for members of the public to make relocation requests or to report other issues with devices.
- 2.3 COMPANY shall maintain a 24-hour hotline to field complaints and requests for immediate removal of devices.
- 2.4 COMPANY shall provide materials, videos, signage and other appropriate communication methods to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.
- 2.5 All devices in COMPANY’s fleet shall be maintained and demonstrate a minimum utilization rate of two (2) rides per day to remain in service. If a device fails to meet the minimum utilization requirement, CITY may require such device to be relocated or removed from COMPANY’s fleet. COMPANY shall provide utilization reports to CITY of its fleet on the 1st and 15th day of every month.
- 2.6 All of COMPANY’s devices shall be maintained, cleaned and repaired to function in a safe manner in accordance with specific manufacturer and customary industry standards.
- 2.7 All devices shall be safe for operation and each device type may be inspected by the Moscow Police Department prior to operational deployment. Any device deemed unsafe for operation by the Moscow Police Department may be removed from CITY public property and impounded pursuant to Section 2.34 of this Agreement.
- 2.8 COMPANY shall remove any device not safe for operation from the public right-of-way within twenty-four (24) hours of notice and such device shall be fully repaired before being returned to service. Failure to comply with this duty may result in the device being impounded pursuant to Section 2.34 of this Agreement.
- 2.9 COMPANY’s devices shall be able to stand upright when parked and shall only be parked in the upright position. COMPANY shall ensure the devices are parked in a legal manner and in a manner to not obstruct the public right of way. COMPANY shall ensure devices are not parked on private property absent permission from the private property owner. City may designate specific parking areas as delineated on the attached map in Attachment “C”.
- 2.10 COMPANY shall not allow devices to be relocated by remote control and must manage relocation by its local operator or agent.
- 2.11 COMPANY shall exercise its own due diligence in reviewing the safety of CITY’s public right of ways to determine its sufficiency for customer use of the COMPANY’s devices.
- 2.12 COMPANY’s devices shall be available at rates (based on duration of time, distance or combination thereof) that are clearly and understandably communicated to the customer prior to device use.
- 2.13 COMPANY’s devices shall not be operated on sidewalks within the “Dismount Zone” identified in Attachment “B”.

- 2.14 COMPANY's devices shall not allow users to disengage from the mobile app or park devices in designated geo-fenced areas identified in Attachment "C". In addition, COMPANY agrees to geo-fence specific areas (within which operation of the devices would be prohibited) that are requested by CITY during special events and programs to protect the community engaged in the special events or programs. CITY will provide COMPANY forty-eight (48) hours' notice of the special events and programs that require additional geo-fencing which shall include the date, time, duration and a map of the special event device prohibition area.
- 2.15 COMPANY's devices shall be parked only in established racks on the University of Idaho Campus.
- 2.16 COMPANY'S devices are prohibited from operation and parking in the arboretums and the President's residence on the University of Idaho Campus, as shown on Attachment "E".
- 2.17 COMPANY's devices shall be limited to no more than 9mph as shown on Attachment "D".
- 2.18 All devices shall be labeled with a unique identification number, that is clearly visible and readable from a distance of at least thirty (30) feet, which shall be regularly updated with the Moscow Police Department. Additionally, pursuant to MCC 11-2-10. D. all devices are required to have a label that contains the classification number, top assisted speed, motor wattage, and shall be printed in at least 9-point type.
- 2.19 Daily Rebalancing of Fleet. COMPANY shall remove all of its deployed devices from the public right-of-way every twenty-four (24) hour period prior to six o'clock (6:00) A.M. to ensure its fleet is properly rebalanced and deployed. Any failure of COMPANY to remove deployed devices from the public right-of-way in a timely manner may be removed by CITY and impounded pursuant to Section 2.34 of this Agreement.
- 2.20 COMPANY shall maintain an electronic payment system that is compliant with the payment card industry data security standards (PCI). Each transaction shall include the bicycle, E-bike, E-scooter or E-boards identification number that corresponds to the make and model of the device registered.
- 2.21 COMPANY shall provide a copy of its Privacy Policy for customer information. Such policy must not conflict with City Code and to the extent there are any conflicts between Moscow City Code and COMPANY's Privacy Policy (including, but not limited to, terms and conditions of use, terms of service, etc.) the City Code and this License Agreement control. COMPANY understands it must notify CITY of all changes to its Privacy Policy immediately upon adoption.
- 2.22 COMPANY shall inform its customers of local traffic laws.
- 2.23 COMPANY shall educate its customers on how to safely ride and operate the rented device in the City, including the use of helmets.
- 2.24 COMPANY shall have each rider agree to a waiver of liability, including indemnifying CITY prior to use.
- 2.25 COMPANY shall allow customers without a smart phone to use the shared mobile devices.
- 2.26 COMPANY shall allow customers without a credit card to use the shared mobile devices.

- 2.27 COMPANY shall provide CITY anonymized data in real time regarding the number of customers and trips. This shall be provided via an API including, daily and weekly rides, daily and weekly unique riders, hourly rides, daily and weekly app users, and trip information in MDS format.
 - 2.28 COMPANY shall provide device availability data for oversight of parking compliance and device distribution by minutes. This information shall include GPS coordinates, availability duration, availability start date and availability start time.
 - 2.29 COMPANY shall provide a detailed report of all devices including unique ID number, trip record number, trip duration, trip distance, trip date, start time, start location, and end location.
 - 2.30 COMPANY shall submit maintenance activities, including but not limited to, device identification number and maintenance performed within forty-eight (48) hours of request by CITY.
 - 2.31 COMPANY shall submit upon request by CITY, a record of all reported collisions involving COMPANY's devices. The report shall include the following information: date and time of the incident; the unique identifying number for the device(s) involved in the collision; information describing the nature of the collision; whether a customer was using the device at the time of the collision; what maintenance, if any, was performed on the device as a result of the collision; and corrective measures COMPANY has made to avoid future such incidents.
 - 2.32 COMPANY shall seek CITY's written approval before adding any additional devices to its fleet. Upon written approval of additions to COMPANY's fleet, but before deploying these devices, COMPANY shall provide CITY the following information: the unique identifying number for each device being added to the fleet; and information regarding the make model and year of the device being added.
 - 2.33 COMPANY shall not deploy any additional devices if COMPANY's devices have been impounded and have not been retrieved by COMPANY.
 - 2.34 COMPANY's failure to adhere to COMPANY'S duties as provided in Section 2 of this Agreement, may result in the impoundment of COMPANY's devices if not corrected within the permitted time frame. A fee of twenty-five (\$25) dollars per device, for each day of impoundment will be assessed. If COMPANY fails to retrieve the devices from impoundment and pay the impound fee, the devices will be disposed of at CITY's discretion after thirty (30) days of storage.
3. **Consideration:** COMPANY agrees to pay the annual operator fee, annual device charge, and maintain the required security deposit as listed on the Shared Mobility Program Application, herein made a part of this Agreement (see Attachment "D"), each year COMPANY engages in a shared mobility program within CITY's jurisdiction.
 4. **Time of Performance:** This Agreement shall become effective upon execution by both Parties, and shall be effective for one (1) year.
 5. **Independent Contractor:** In all matters pertaining to this Agreement, COMPANY shall be acting as an independent entity, and neither COMPANY nor any officer, employee or agent of COMPANY will be deemed an employee of CITY. COMPANY has no authority or responsibility to exercise any rights or power vested in CITY. The selection and

designation of the personnel of CITY in the performance of this Agreement shall be made by CITY.

6. No Joint Venture: Nothing herein contained shall be in any way construed as expressing or implying that the Parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits or losses among themselves in relation to any matter relating to this Agreement.

7. Indemnification and Insurance:

COMPANY agrees to defend, hold harmless, and indemnify CITY, and its officers, agents and employees against any and all losses, claims, actions, judgments for damages, injury to persons or property and losses and expenses and other costs, including litigation costs and attorney's fees, to the extent caused by the negligent acts and/or errors or omissions by COMPANY, its servants, agents, officers, employees, guests, and business invitees.

COMPANY shall provide CITY with proof of insurance coverage exclusively for the operation of shared mobility programs including (a) Commercial General Liability insurance coverage with a limit of no less than One Million Dollars (\$1,000,000) each occurrence and Five Million Dollars (\$5,000,000) aggregate; (b) Automobile Insurance coverage with a limit of no less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate; (c) Workers' Compensation coverage of no less than the statutory requirement; and (d) Cyber Liability insurance shall have a minimum of Five Hundred Thousand Dollars (\$500,000) per claim with Social Engineering Sublimit of One Hundred Thousand Dollars (\$100,000) per claim.

8. Notices: Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

CITY

City of Moscow
Attn: City Clerk
206 East Third Street
P O Box 9203
Moscow, ID 83843
(208) 883-7015

COMPANY

Phenix USH, LLC d/b/a Spin
Attn: Shiraz Rosenthal
8605 Santa Monica Blvd, #20388
West Hollywood, CA 90069
(888) 249-9698
shiraz.rosenthal@spin.pm

Either Party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

9. Assignment: It is expressly agreed and understood by the Parties hereto, that COMPANY shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.

10. Discrimination Prohibited: In performing the Services appurtenant to a shared mobility program, COMPANY shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any person on the basis of race, color, religion, gender, pregnancy, national origin, ancestry, age, familial status, veteran status, disability, sexual orientation, and/or gender expression/identity, or any other basis prohibited by Federal, State or local law.

11. Data Collection:

At such times and in such forms as CITY may require, COMPANY shall furnish to CITY such statements, records, reports, data and information as CITY may request pertaining to matters covered by this Agreement.

COMPANY shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from execution of this Agreement and for a minimum of five (5) years upon the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographic and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

12. Audits and Inspections: At any time during normal business hours and as often as CITY may deem necessary, there shall be made available to CITY for examination, all of COMPANY's records with respect to all matters covered by this Agreement. COMPANY shall permit CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all data relating to all matters covered by this Agreement.

13. 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 COMPANY shall be deemed material and shall subject COMPANY to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of COMPANY will, in any way, serve to modify the provisions of this requirement. COMPANY 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 COMPANY, COMPANY's employees, or its subcontractors.

1. Pursuant to Idaho Code § 67-2359, COMPANY 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. COMPANY certifies it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with Idaho Code § 67-2346 will result in this Agreement being void as against public policy.

3. Pursuant to Idaho Code Title 18 Chapter 87, COMPANY 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.

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

15. Changes: CITY may, from time to time, enact changes in the Shared Mobility Program License Policies and/or City Code pertaining to bicycles, E-bikes, E-scooters and E-boards. Such changes shall be incorporated in written amendments to this Agreement.

16. Termination:

If, through any cause, COMPANY, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this Agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement, or if the City Council determines that termination of this Agreement is in the best interest of CITY, CITY shall thereupon have the right to terminate this Agreement by giving written notice to COMPANY of such termination and specifying the effective date thereof. COMPANY may terminate this Agreement at any time by giving at least sixty (60) days' notice to CITY.

In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by COMPANY under this Agreement shall, at the option of CITY, become CITY's property.

Notwithstanding the above, COMPANY shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by COMPANY. This provision shall survive the termination of this Agreement and shall not relieve COMPANY of its liability to CITY for damages.

17. Construction and Severability: The terms of this Agreement shall be deemed severable. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect

the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

18. **Advice of Attorney:** Each Party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or has had the opportunity to seek such advice.
19. **Entire Agreement:** This Agreement contains the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement may be amended only by written instrument signed by the Parties hereto.
20. **Jurisdiction, Venue, and Non-Waiver:** It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of its rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach. Should any litigation be commenced between the Parties hereto concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court.
21. **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.
22. **Approval Required:** This Agreement shall not become effective or binding until approved by the City of Moscow.
23. **Authority to Execute:** The persons executing this Agreement on behalf of their respective Parties, represent and warrant under penalty of perjury pursuant to the law of the State of Idaho, that they have the authority to do so under law and from their respective Parties. This Agreement may also be executed by the use of electronic signatures pursuant to Idaho Code § 28-50-107. If electronic signatures are utilized, the acknowledgement before a notary is not required.

PHEENIX USH, LLC

CITY OF MOSCOW, IDAHO

John Lankford, Sr. Director,
Government Partnerships

Hailey Lewis, Mayor

Dated: _____

Dated: _____

ATTACHMENT "A"-MOSCOW CITY CODE

Chapter 2

BICYCLES, E-BIKES, E-SCOOTERS, AND E-BOARDS

- Sec. 2-1: Purpose
- Sec. 2-2: Definitions
- Sec. 2-3: General Standards
- Sec. 2-4: Riding on Roadways
- Sec. 2-5: Riding on Sidewalks
- Sec. 2-6: Riding on Non-Motorized Pathways
- Sec. 2-7: Bicycle, E-Bike, E-Scooter, and E-Board Parking
- Sec. 2-8: Tampering Prohibited
- Sec. 2-9: Abandonment
- Sec. 2-10: Shared Mobility Programs
- Sec. 2-11: Enforcement Agency
- Sec. 2-12: Penalties

Sec. 2-1. Purpose.

The purpose of this Chapter is to promote public safety by regulating the use of motorized vehicles, bicycles, E-bikes, E-scooters, and E-boards on roadways, bike lanes, sidewalks and non-motorized pathways within the City.
(Ord. 2022-04, 02/07/2022)

Sec. 2-2. Definitions.

For the purposes of this chapter, the following terms, phrases, words, and derivations shall have the meaning given herein.

- A. *Abandonment*: A bicycle, E-bike, E-scooter, E-board, or any part thereof, that is left or remains unattended or unused in a public place for seventy-two (72) consecutive hours or longer after it is tagged with a notice of intention to abate.
- B. *Bicycle*: Every vehicle having two (2) tandem wheels, or two (2) parallel wheels and one forward wheel, any two (2) of which are not less than twelve inches (12") in diameter, that is designed to be operated from a seated position, propelled exclusively by human power upon which any person may ride, except scooters and similar devices.

- C. *Bike Lane*: A portion of a roadway designated for preferential or exclusive use by bicycles, E-bikes, E-scooters, or E-boards that is distinguished from that portion of the roadway to be used by motor vehicles by a painted strip and other pavement markings.
- D. *Non-Motorized Pathway*: A completely separate right-of-way posted and designated primarily for use by bicycles, E-bikes, E-scooters, E-boards, or pedestrians, including but not limited to the Paradise Path, Latah Trail, and Chipman Trail, University of Idaho Pedestrian Walkways and similar non-motorized pathways.
- E. *Electric Power-Assisted Bicycle (E-bike)*: A vehicle having two (2) tandem wheels or two (2) parallel wheels and one forward wheel, any two (2) of which are not less than twelve inches (12") in diameter, that is designed to be operated from a seated position, by human power with the assistance of an electric motor. The device may be designed to also be powered by human propulsion. An E-bike is not a motor vehicle for purposes of this chapter.
- F. *Electric Power-Assisted Boards (E-board)*: A wheeled device that has a floorboard, that is designed to be stood upon when riding, and is powered by an electric motor. The device may be designed to also be powered by human propulsion. An E-board is not a motor vehicle for purposes of this chapter.
- G. *Electric Power-Assisted Scooter (E-scooter)*: A wheeled device that has handlebars, has a floorboard that is designed to be stood upon when riding, and is powered by an electric motor. The device may be designed to also be powered by human propulsion. An E-scooter is not a motor vehicle for purposes of this chapter.
- H. *Obstructive Bicycle, E-bike, E-scooter, or E-board*: Any bicycle, E-bike, E-scooter, E-board, or any part thereof, left in a public place that obstructs or impedes vehicular or pedestrian traffic.

- I. *Operator*: A person in exclusive control of a bicycle, E-bike, E-scooter or E-board and using the device.
- J. *Station-based Shared Mobility Program*: A system of self-service bicycles, E-bikes, E-scooters, E-boards or any combination thereof, for hire, operated by a station-based shared mobility program operator, which requires a bicycle rack and/or a bicycle, E-bike, E-scooter, or E-board sharing station.
- K. *Stationless Shared Mobility Program*: A system of self-service bicycles, E-bikes, E-scooters, E-boards, or any combination thereof, for hire, operated by a stationless shared mobility program operator, which does not require a bicycle rack or a bicycle, E-bike, E-scooter, or E-board sharing station.
(Ord. 2022-04, 02/07/2022)

Sec. 2-3. General Standards.

- A. Every person, regardless of age, who operates a bicycle, E-bike, E-scooter, or E-board upon a roadway, public parking lot, sidewalk, bike path, bike lane or other public vehicular right-of-way in the City of Moscow ("City") shall be granted the same rights and shall be subject to the same responsibilities applicable to a motor vehicle operator by the laws of the State of Idaho, and the provisions of this title not in conflict with and as authorized under title 49 of the Idaho Code.
- B. All operators of bicycles, E-bikes, E-scooters and E-boards are expected to operate the devices in a safe manner as approved by the manufacturer.
- C. *Exemption*: Any peace officer as defined in Idaho Code, operating a bicycle, E-bike, E-scooter, or E-board in the course and scope of his/her official duties is exempt from the requirements of this chapter.
(Ord. 2022-04, 02/07/2022)

Sec. 2-4. Riding on Roadways.

- A. No person shall operate a bicycle, E-

bike, E-scooter, or E-board on a roadway against the flow of motorized vehicular traffic, except where permitted by official signs or pavement markings.

- B. Every person operating a bicycle, E-bike, E-scooter, or E-board upon a two-way roadway is entitled to use the lane appropriate for the intended destination, including the right-hand lane. The bicycle, E-bike, E-scooter, or E-board rider shall proceed in the same direction of travel as other vehicles authorized to use that lane. On one-way roadways a bicycle, E-bike, E-scooter, or E-board may be operated in any existing lane.
- C. Wherever a bike lane is present upon a roadway, the operator of a bicycle, E-bike, E-scooter, or E-board shall use that lane and shall not use the roadway; except that the operator shall not be required to use or remain in a bike lane:
 1. When the lane is of insufficient width to permit safe bicycle, E-bike, E-scooter, or E-board operation; or
 2. When the condition of the pavement, or the presence of water, dirt, glass or other foreign objects upon the pavement prevents safe bicycle, E-bike, E-scooter, or E-board operation in the lane; or
 3. When moving into position to make a right or left turn; or
 4. When an opening car door or other obstruction in an adjacent parking lane requires movement out of the lane.
- D. The operator of a bicycle, E-bike, E-scooter, or E-board traveling at a rate of speed that delays a vehicle or vehicles following in the same lane shall be required, when it is unlawful or unsafe for the following vehicle to pass, to move as far to the right of the traveled roadway, or to the left where the bicycle, E-bike, E-scooter, or E-board is in the left lane of a one-way roadway, as is safe under the conditions then existing; provided, however, that when the operator is within fifty feet (50') of an intersection, the operator shall not be

required to move to the right or left until he/she has moved through the intersection.

- E. No person operating a bicycle, E-bike, E-scooter, or E-board may attach themselves or such bicycle or device to a moving motorized vehicle.
- F. Reckless or Inattentive Operation. A person who operates a bicycle, E-bike, E-scooter, or E-board on any public property or private property open to public use in an inattentive, reckless or careless manner, in light of the circumstances then existing, or without due caution and circumspection, or at such speed or in any other manner as to endanger or be likely to endanger any person or property shall be guilty of reckless or inattentive operation, which shall be a misdemeanor.
(Ord. 2022-04, 02/07/2022)

Sec. 2-5. Riding on Sidewalks.

- A. A bicycle, E-bike, E-scooter, or E-board may be operated upon a sidewalk and upon and within a crosswalk, except where prohibited by official traffic control devices, or when the number of pedestrians using the sidewalk renders riding on the sidewalk unsafe because of the risk of colliding with pedestrians, in which case the operator of a bicycle, E-bike, E-scooter, or E-board must dismount and walk the bicycle or device to an area where safe riding may resume.
- B. Any operator of a bicycle, E-bike, E-scooter, or E-board riding upon a sidewalk, or across a roadway upon and within a crosswalk, shall not exceed a speed of ten miles per hour (10 MPH) and shall yield the right-of-way to any pedestrian.
- C. Any operator of a bicycle, E-bike, E-scooter, or E-board riding on the sidewalk shall not suddenly leave a curb or other place of safety and move into the path of a vehicle that is so close as to constitute an immediate hazard.
- D. E-bikes, E-scooters, and E-boards are prohibited from operating on sidewalks

within the downtown area, which is delineated on the “Dismount Zone” map as adopted by City Council by resolution, effective June 1, 2022. Copies of this map are available for viewing at the office of the City Clerk. The Council may, from time to time, adopt revisions of the Dismount Zone map by resolution.
(Ord. 2022-04, 02/07/2022)

Sec. 2-6. Riding on Non-Motorized Pathways.

- A. It is hereby declared to be unlawful for any person to operate or permit to be present a motorized vehicle upon any posted non-motorized pathway. A person is exempt from this restriction where the operator of a motorized vehicle has displayed in the vehicle a permit to allow such person to operate a motorized vehicle on the restricted bike path or pedestrian walkway, has written permission from the City, or has written permission from the owner of the property if the restricted bike path or pedestrian walkway is on property not owned by the City. Emergency police, fire, and EMS vehicles are exempted from restrictions in this Chapter. Motorized wheelchairs or similar conveyances operated by a disabled person shall also be exempted from this prohibition.
- B. Any operator of a bicycle, E-bike, E-scooter, or E-board riding upon a non-motorized pathway shall not exceed a speed of fifteen miles per hour (15 MPH) unless otherwise posted.
- C. Any operator of a bicycle, E-bike, E-scooter, or E-board riding upon a non-motorized pathway shall yield the right-of-way to any pedestrian.
(Ord. 2022-04, 02/07/2022)

Sec. 2-7. Bicycle, E-bike, E-scooter, and E-board Parking.

Bicycles, E-bikes, E-scooters, or E-boards shall not be parked in such a manner as to obstruct or impede the movement of pedestrians, motor vehicles or other

bicycles, E-bikes, E-scooters, or E-boards or to cause damage to trees, shrubs or other living plants.
(Ord. 2022-04, 02/07/2022)

Sec. 2-8. Tampering Prohibited.

It shall be unlawful for any person to tamper with, destroy, mutilate or alter any license receipt or license issued under the provisions of this Chapter. It shall be unlawful for any person to remove, destroy, mutilate or in any way alter or tamper with any license plate, sticker, or marking issued under the provisions of this Chapter.
(Ord. 2022-04, 02/07/2022)

Sec. 2-9. Abandonment and Right to Impound.

It shall be unlawful for any person to abandon a bicycle, E-bike, E-scooter, or E-board. The City shall have the right to impound and retain possession of any bicycle, E-bike, E-scooter, or E-board found to have been abandoned and dispose of the property pursuant to Idaho Code 55-403 and pursuant to the City’s surplus policy. The City shall have the right to impound any bicycle, E-bike, E-scooter, or E-board that is found to be in violation of the provisions of this Chapter and may retain possession of such bicycle, E-bike, E-scooter or E-board until the provisions of this Chapter are complied with. A fee for impoundment and storage may be charged to the bicycle, E-bike, E-scooter, or E-board owner. The fee shall be set from time to time by resolution of the Council.
(Ord. 2022-04, 02/07/2022)

Sec. 2-10. Shared Mobility Programs.

A. Application and License Agreement Required. Businesses, corporations, organizations, or individuals that provide stationless and station-based shared mobility programs are required to have a business license, insurance, and submit an application with the City, which includes the execution of a license agreement prior to deployment of any devices. Any deployment of bicycles, E-bikes, E-scooters, or E-

boards prior to following the application, permitting and licensing process and receiving approval by the City to deploy such devices may result in misdemeanor charges and impoundment of devices deployed.

- B. Manufacturers and distributors of E-bikes, E-scooters and E-boards shall apply a label in legible type, that is permanently affixed in a prominent location, to each E-bike, E-scooter and E-board. The label shall contain the classification number, top assisted speed, motor wattage, and shall be printed in arial font in at least 9-point type.
- C. Every shared mobility program wishing to do business in the City shall obtain and retain a Shared Mobility business license prior to such program’s operation in the City. Such license shall be issued annually. Failure to hold a current shared mobility program business license, or to renew an expired license within ten (10) days after its expiration, shall result in the immediate impounding of all shared mobility bicycles, E-bikes, E-scooters and E-boards until such license deficiency is remedied. The shared mobility program shall be liable for the daily expense of impounding the bicycles and devices until the license is renewed or the sale of the impounded bicycles and devices by the City.
- D. City may limit the maximum number of bicycles, E-bikes, E-scooters and E-boards that are deployed within City limits by a shared mobility program through a resolution.
(Ord. 2022-04, 02/07/2022)

Sec. 2-11. Enforcement Agency.

The Chief of Police or the Chief’s designee shall be granted the authority to enforce and carry out the provisions of this Chapter.
(Ord. 2022-04, 02/07/2022)

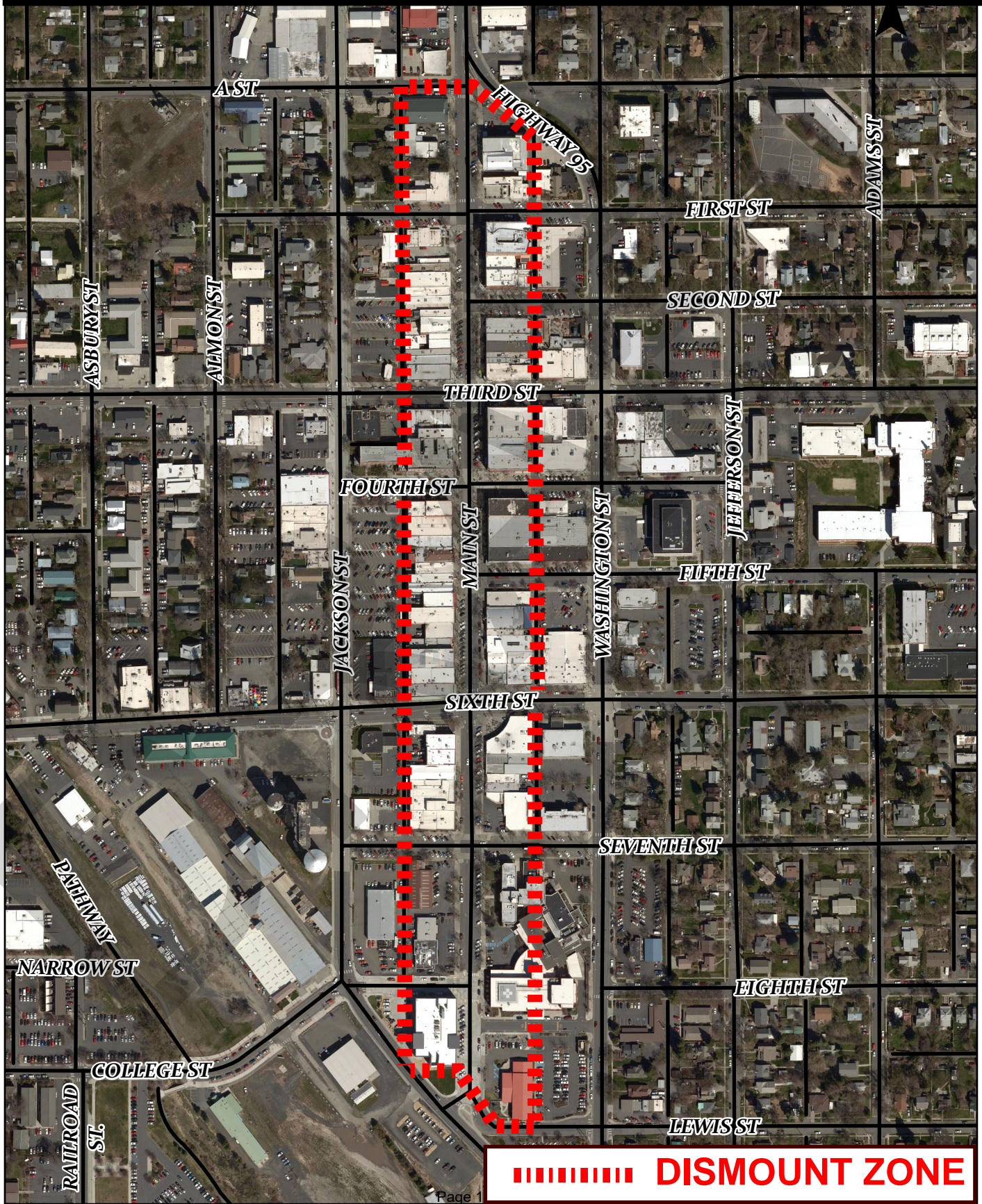
Sec. 2-12. Penalties.

Any person violating any of the provisions of this Chapter, unless a specific penalty is proscribed, shall be guilty of an infraction and, upon conviction thereof in a court of competent jurisdiction, shall be punished pursuant to this Code and the Idaho Code.

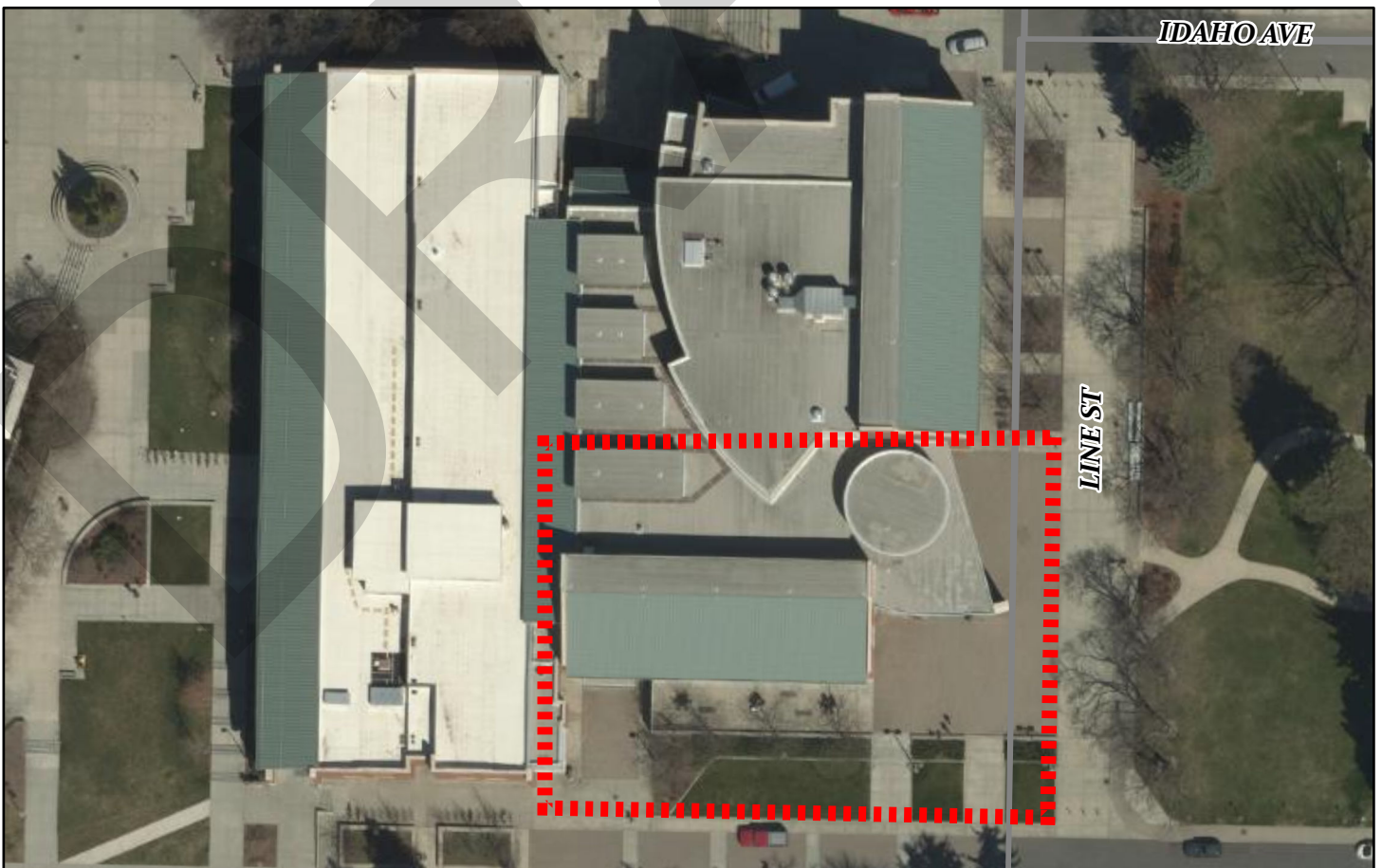
(Ord. 2022-04, 02/07/2022)

DRAFT

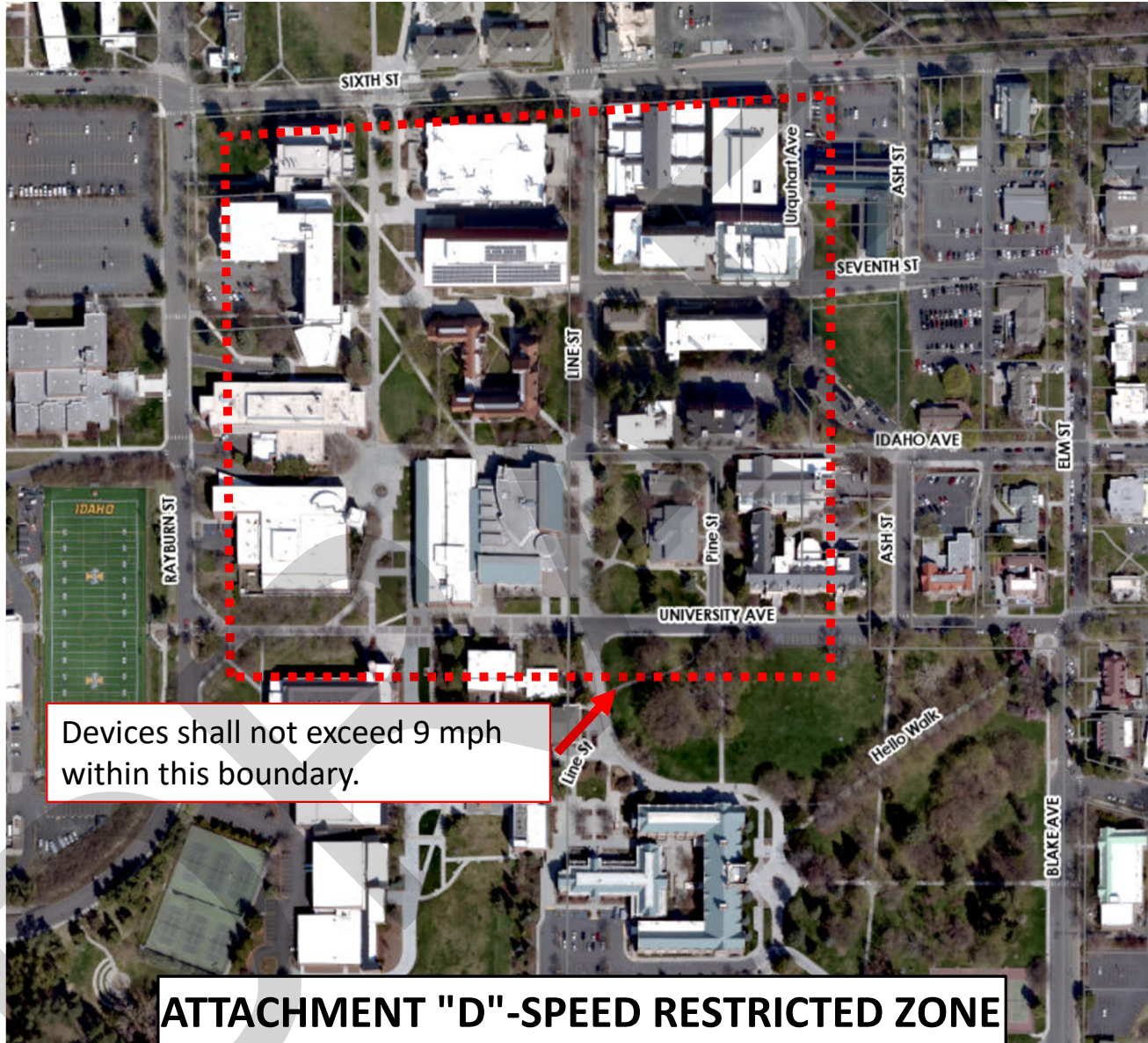
ATTACHMENT "B"-DISMOUNT ZONE



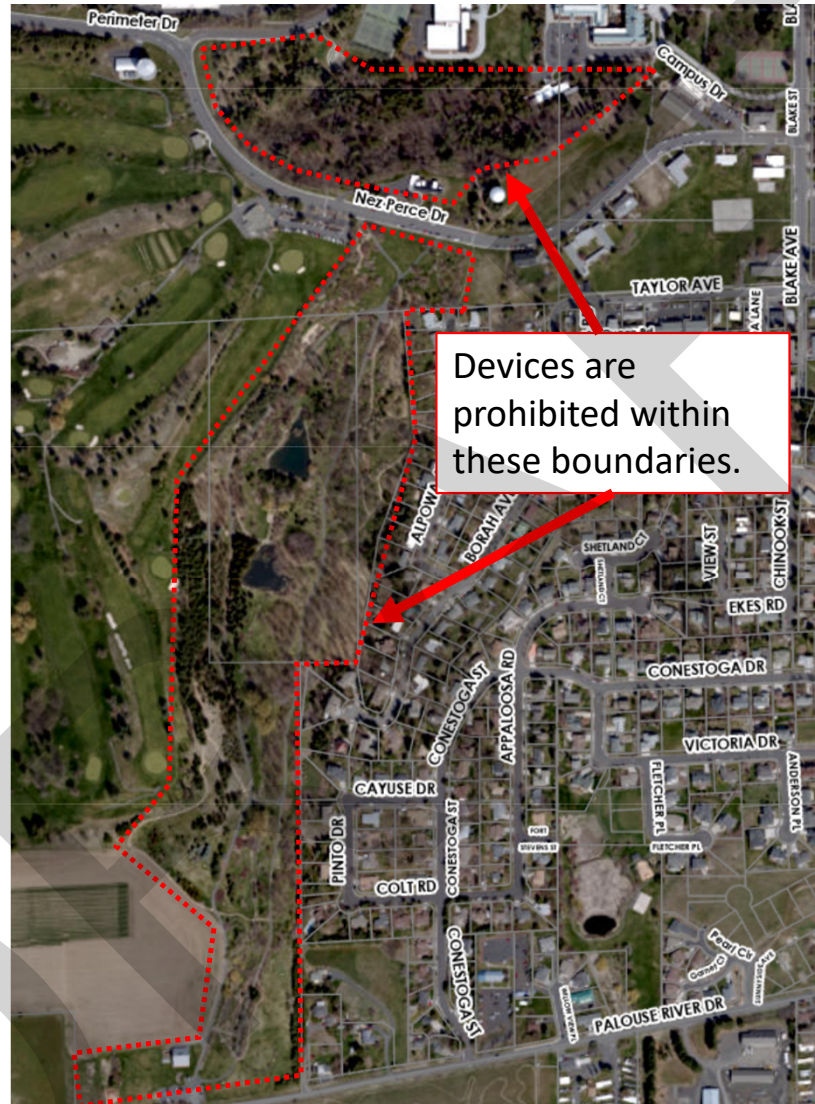
ATTACHMENT "C"- NO PARKING ZONES



ATTACHMENT "D"



ATTACHMENT "E"



Devices are prohibited within these boundaries.

ATTACHMENT "E"-DEVICES PROHIBITED



Attachment "F"

SHARED MOBILITY PROGRAM APPLICATION

FEES

\$2,500.00 _____ 2,500 _____ ANNUAL OPERATOR FEE
 \$ 100.00 x (_150_ # of Devices) _____ 15,000 _____ ANNUAL DEVICE CHARGE (PER DEVICE)* \$
 20.00 x (150_ # of Devices) _____ 3,000 _____ SECURITY DEPOSIT FEE (PER DEVICE)**
\$ _____ 20,500 _____ TOTAL FEES DUE

BUSINESS DETAILS

Applicant shall have a minimum of fifty (50) devices that may contain any combination of bicycles, E-bikes, E-scooters or E-boards and a maximum of five hundred (200) devices. Number of devices deployed will be in accordance with Moscow City Code.

_____ NUMBER OF BIKES

_____ NUMBER OF E-BIKES

150 _____ NUMBER OF E-SCOOTERS

_____ NUMBER OF E-BOARDS

150 _____ **TOTAL NUMBER OF DEVICES (TOTAL OF ABOVE)**

Each device shall be labeled with current contact information of the licensee, including the make, model and unique identifying number of each device. Please refer to the License Agreement and Moscow City Code for all requirements.

*You will be required to provide a list of all devices, including make, model and identifying number of each device to our office with this application.

**Security Deposit Fee per device is a one-time fee, if security deposit fee balance is maintained.

BUSINESS INFORMATION

Business Name: Phenix USH, LLC d/b/a Spin _____

Business Address: 8605 Santa Monica Blvd #2038, West Hollywood, CA 90069
 Street City State Zip

Mailing Address: same as above _____

Business Phone (954) 822-6626 _____ Website Address spin.pm _____

Business Contact (must be different than onsite/local contact) Kylee Floodman



Business Contact Address: same as above
Street City State Zip

Business Contact Phone (916) 218-8517 Email kylee.floodman@bird.co

ONSITE/LOCAL CONTACT

Name: Glenn Darley

Residence Address: 2880 REISENAUER RD UNIT 3 MOSCOW, ID 83843-7861
Street City State Zip

Mailing Address: same as above

Preferred Method of Contact: Phone Email Mail

Primary Phone (801) 682-6360 Mobile Phone () _____

Email Address: glenn.darley@bird.co

Note: If the onsite/local contact changes, the Moscow Police Department must be notified in writing within one business day.

ADDITIONAL DOCUMENTATION REQUIRED

The application will not be approved until all supporting documents have been submitted and approved by the Moscow Police Department, please attach the following with this application:

- Photo of each type of device (cannot be a rendering or stock photo)
- List of all devices, including make, model and identifying number of each device
- Copy of unique labels with unique identifying number
- Company's privacy policy
- A map of the proposed service area
- A map of the proposed placement plan and redistribution plan
- Proposed plan for relocation requests
- Certificate of insurance
- Maintenance, cleaning and repair schedule
- Proof of payment card industry data security standards compliance

The applicant hereby certifies that they have received, reviewed and agree to comply with all terms contained in the License Agreement, attached to this application as well as the requirements outlined in Moscow City Code.

John Lankford _____
Print Name Signature



ACKNOWLEDGMENT

STATE OF Pennsylvania)
) ss.
COUNTY OF Philadelphia)

On this 5th day of May, 2026, before me, a Notary Public in and for said State, appeared John Lankford, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

Commonwealth of Pennsylvania - Notary Seal
Lauryn Grayes, Notary Public
Philadelphia County
My commission expires February 24, 2029
Commission Number 1457117

Lauryn Grayes

Notary Public for the State of ~~Idaho~~ ^{PA} Pennsylvania
Residing at Philadelphia, PA
My commission expires 02/24/2029

Notarized remotely online using communication technology via Proof.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/06/2026

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

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

PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Pheenix USH LLC 382 NE 191st St PMB 20388, Miami, FL 33179 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Lloyd's Syndicate No. 1971		AA1120206
	INSURER C: Westchester Surplus Lines Ins Co		10172
	INSURER D: HDI Global Specialty SE		AA1120822
	INSURER E: HDI Global Insurance Company		41343
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570119875379 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
							LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		CSDIG2500271 SIR applies per policy terms & conditions	09/01/2025	09/01/2026	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AS2-661-067540-015	08/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	Y		CSDIG2500299	09/01/2025	09/01/2026	EACH OCCURRENCE	\$4,000,000
							AGGREGATE	\$4,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCCD0000601	11/01/2025	11/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella policy is excess over Automobile Liability and Workers Compensation. Excess Liability is excess over General Liability. City of Moscow is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. Should General Liability policy be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of policy.

CERTIFICATE HOLDER City of Moscow Attn: City Clerk 206 East Third Street PO Box 9203 Moscow ID 83843 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

570119875379

Certificate No :





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Pheenix USH LLC	
POLICY NUMBER See Certificate Number: 570119875379			
CARRIER See Certificate Number: 570119875379	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	EXCESS LIABILITY						
C				G48730048002 3M xs 4M	09/01/2025	09/01/2026	Aggregate \$3,000,000
D				CSDIG2500272 2M xs 3M	09/01/2025	09/01/2026	Aggregate \$2,000,000
							Each Occurrence \$2,000,000

U.S. Applicant Privacy Policy

Effective: March 5, 2021

This Applicant Privacy Policy (“**Policy**”) describes how Skinny Labs Inc. d/b/a Spin and its affiliates, including but not limited to, Spin Mobility GmbH, Spin Mobility Limited, Spin Mobility S.L., Spin Mobility SAS, and Spin Mobility Inc. (collectively, “**Spin**,” “**Company**,” “**we**,” “**us**,” and “**our**”) collects, uses, and discloses “personal information,” as defined under applicable law, from and about job applicants.

This Policy does not apply to our handling of data gathered about you in your role as a user of our consumer-facing services. When you interact with us in that role, the [Spin Privacy Policy](#) applies.

1. Types of Personal Information We Handle

We collect, store, and use various types of personal information through the application and recruitment process. We collect such information either directly from you or (where applicable) from another person or entity, such as an employment agency or consultancy, background check provider, or other referral sources. This information includes:

- **Identification and contact information, and related identifiers** such as full name, age, date of birth, citizenship and permanent residence, home and business addresses, telephone numbers, email addresses, and other information such as criminal history as part of a credit or background check.
- **Professional or employment-related information and identifiers**, including:
 - **Recruitment, employment, or engagement information** such as application forms and information included in a resume, cover letter, or otherwise provided through any application or engagement process; and copies of identification documents, such as driver’s licenses, passports, visas, and other government-issued documents (only where required by job responsibilities); and background screening results, credit history, motor vehicle records, and references.
 - **Career information** such as job titles; work history; work dates and work locations; information about skills, qualifications, experience, publications, speaking engagements, and preferences; and professional memberships.
- **Education information** such as institutions attended, degrees, certifications, training courses, publications, and transcript information.
- **Audio or visual information** such as CCTV footage as well as other information relating to the security of our premises; and photographs submitted.
- **Social network information** such as public profiles.
- **Potentially protected classification information** such as race, sex/gender, religious/philosophical beliefs, gender identity/expression, sexual orientation, marital status, military service, nationality, ethnicity, citizenship, health information (only if required by law), criminal history, and other information to help us monitor compliance with equal opportunity legislation.
- **Other information** such as any information you voluntarily choose to provide in connection with your job application.

2. How We Use Personal Information

We collect, use, share, and store personal information from job applicants for our and our service providers’ business and operational purposes in our recruitment and hiring process such as: processing

your application; tracking your application through the recruitment process; contacting references with your authorization; conducting background checks you authorize; evaluating you for current and future job opportunities, including matching your skills and interest to applicable job requirements; communicating with you throughout the hiring process; and making hiring decisions. We will also use job applicant information for internal analysis purposes to understand the applicants who apply and to improve our recruitment process, including improving our diversity and inclusion efforts. We may sometimes need to use applicant information for legal purposes, such as in connection with any challenges made to our hiring decisions.

3. With Whom We Share Personal Information

We will disclose job applicant personal information to the following types of entities or in the following circumstances (where applicable):

- **Internally** to other Spin personnel involved in the recruiting and hiring process.
- **Service Providers** in order to administer services during the Spin hiring process and to Spin affiliates such as Ford Mobility Inc. These service providers also include technology service providers, travel management providers, human resources suppliers, group benefit plan carriers, background check companies, and employment agencies or recruiters, where applicable.
- **Legal Compliance** when required to do so by law, regulation, or court order or in response to a request for assistance by the police or other law enforcement agency.
- **Litigation Purposes** to seek legal advice from our external lawyers or in connection with litigation with a third party.
- **Business Transaction Purposes:** in connection with the sale, purchase, or merger.

4. Retention of Personal Information

Residents of the United States

- **Application Processing:** We will retain your personal information and data related to an application process for a period of 3 years from the date that you provide us with such data, unless legal retention obligations prevent deletion or anonymization. If data is rendered anonymous, no personal references can be deduced.
- **Applying through Third Party:** If you have applied for a job through a third-party personnel service provider, such as a staffing agency or talent agency, we will retain your application related data for a period of 3 years from the date such information was provided to us.

5. How We Protect Personal Information

We take technical, administrative, physical, and procedural security measures to reduce the risk that personal information in our possession and control will undergo accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access.

6. Your Rights and Choices

Your local laws may entitle you to additional information or permit you to exercise certain rights with respect to the information we hold about you. Please note that your rights vary depending upon your location, and that we may request you provide us with information necessary to confirm your identity before responding to your request as required or permitted by applicable law.

If you have any questions or concerns relating to our handling of personal information, please contact us as described in this Policy. Your privacy is important to us, and we will do our very best to address your concerns.

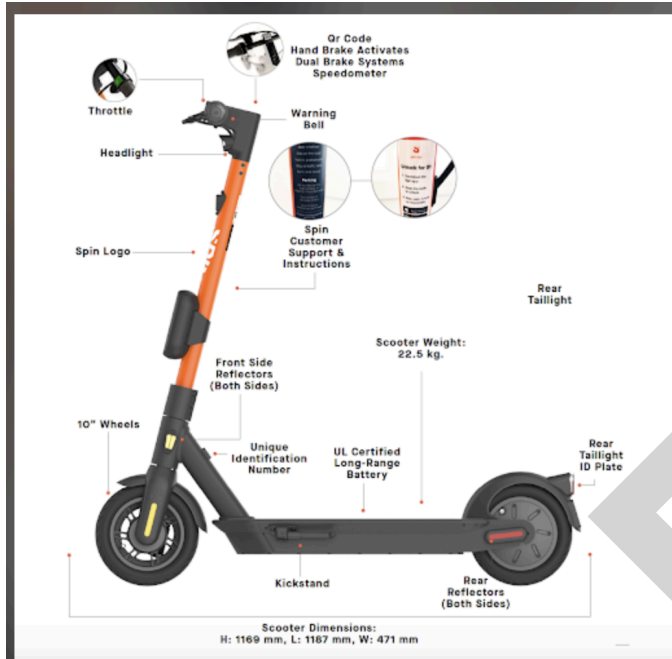
7. Changes to this Policy

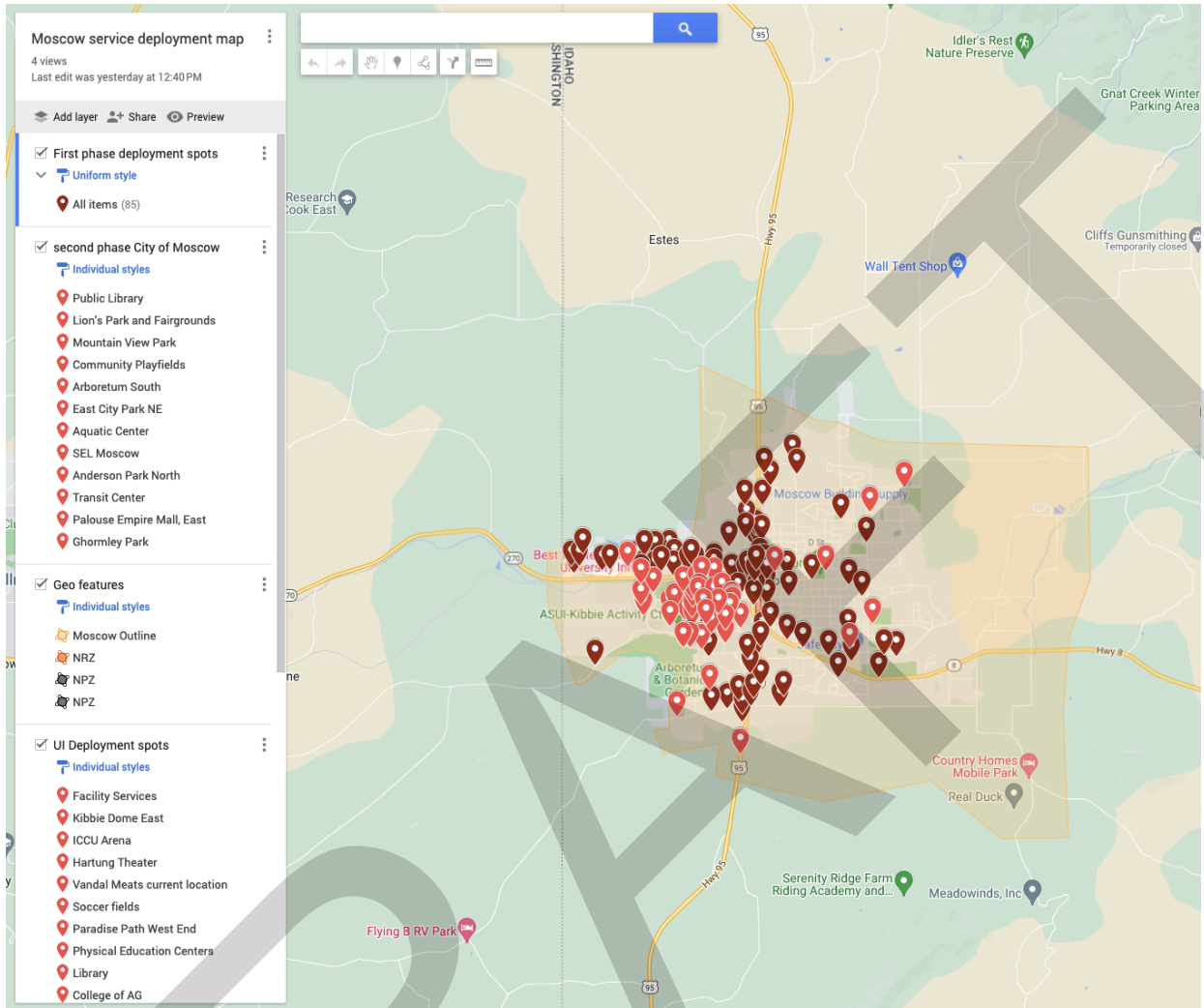
We reserve the right to amend this Policy at any time. We will make the revised Policy accessible through our website, so you should review this Policy periodically. You can know if the Policy has changed since the last time you reviewed it by checking the “Effective Date” at the beginning of this Policy. If we make a material change to this Policy, we will provide you with notice in accordance with legal requirements. By continuing to submit your job application, you are confirming that you have read and understood the latest version of this Policy.

8. How to Contact Us

If you wish to contact us regarding our information practices or in relation to this Policy, please email us at privacyhelp@spin.pm from any region.

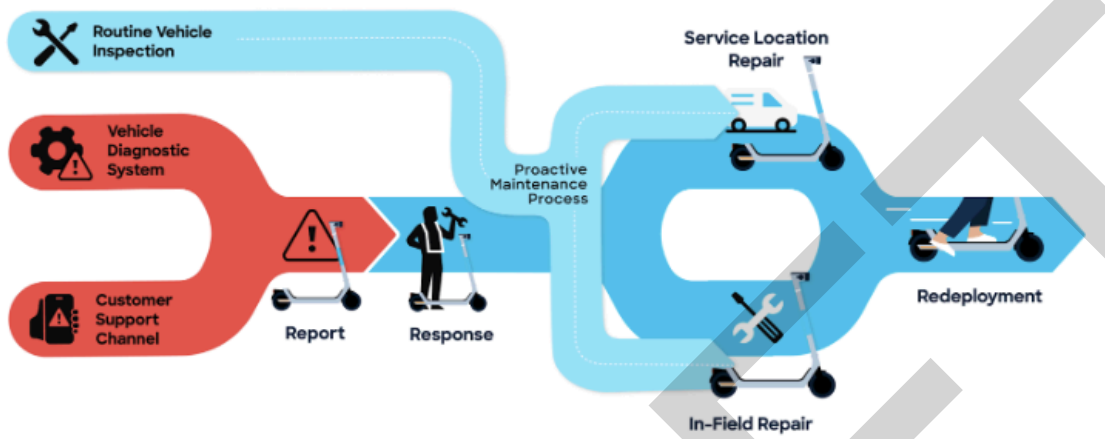






The Maintenance Life Cycle

Repair and Maintenance Cycle



In-Field Inspections and Maintenance

Bird conducts at least one safety inspection daily on every vehicle in the field. This frequency increases if a device is flagged for review via one of the channels detailed above. Our highly qualified teams conduct minor repairs in the field to reduce our operational VMT and minimize service disruption.

<p>Local team scans Bird and puts it in "test ride" mode, allowing them to validate key vehicle functions, including: "brain" communication; QR code/Bird ID legibility; throttle; brake; headlight and taillight; neck tightness and turning range; motor; and, overall vehicle hygiene and markings.</p>	<p>If in good working order:</p>	<p>Bird is sanitized with CDC-approved disinfectant and parked out of the public right-of-way in compliance with local rules and regulations.</p>
	<p>If in need of a minor repair:</p>	<p>Local team performs basic maintenance, including part tightening and brake adjustment, before sanitizing and reparking the e-scooter.</p>
	<p>If in need of substantial repairs:</p>	<p>Local team marks the device as damaged, removes it from the rider map, and transports it to a Bird service location for repair.</p>

Service Location Inspections and Maintenance

Any repairs that cannot be completed in the field, such as brake pad replacement, take place at our local service locations. In addition, every vehicle that arrives at a service location undergoes a full inspection, even if it is just there for charging. On average, vehicles visit a service location every three days and undergo the rigorous inspection and sanitization process detailed below before being redeployed to the field.

<p>Local team scans the device and conducts a multi-point inspection covering all parts, organized by handlebar; chassis - external components; chassis - internal components; functional inspection; and, other individual parts.</p>	<p>If in good working order:</p>	<p>Vehicle proceeds through the service location charging flow and undergoes a deep cleaning before redeployment.</p>
	<p>If in need of a repair:</p>	<ol style="list-style-type: none"> 1. Local team marks the specific issue and places the vehicle in the repair queue. 2. Devices are repaired by our trained Fleet Managers, with each service logged in detail. 3. The device is retested with a multi-point checklist. 4. The supervising mechanic gives a final inspection before redeployment. 5. All vehicles are cleaned and sanitized before returning to the field.

SPOTLIGHT: The Bird Difference - High-Quality Parts

Bird uses high-quality, reusable component parts in our vehicles to prolong lifespan. By continuing to raise the bar in durable equipment, our vehicles also require less frequent repairs. For example, Bird Two (our first smart e-scooter) and Bird Three (our latest smart e-scooter) require 29% fewer repairs than their predecessors. We also intentionally designed Bird Three to share many of its service parts with Bird Two, cutting back on the need for additional carbon-intensive manufacturing.

Cleaning Protocols

Bird maintains the highest standards of vehicle cleanliness. Traditionally, we have utilized two classes of device cleaning: daily field cleanings and more in-depth, weekly "Bird Baths" at our local service centers. In response to COVID-19, Bird updated both of these processes to ensure our vehicles are not just cleaned but are also thoroughly sanitized.

Our multi-point sanitization protocol ensures the entire device is disinfected using a Centers for Disease Control and Prevention approved disinfectant spray that forms an antimicrobial coating that bonds to surfaces and kills 99.99% of germs, keeping surfaces hygienic for up to 30 days. Our process is based on CDC guidelines and features a number of best practices designed to protect the safety of both our team and our riders, including disinfecting all workstation surfaces before and after sanitizing each vehicle, and the use of safety glasses and nitrile gloves.

Proposed Relocation Plan for Spin Scooters E-Scooter Program

Objective:

To ensure efficient and responsive management of e-scooter relocation requests within the city to maintain public safety, accessibility, and compliance with city regulations.

1. Establishment of Dedicated Communication Channel:

- City Email Setup:
 - Spin will establish a dedicated city email address specifically for relocation requests. This email will serve as the primary contact point for all stakeholders, including city officials, businesses, and residents.

2. Real-Time Alert System:

- Integration with Spin's Operational Dashboard:
 - The dedicated email will be integrated with Spin's operational dashboard, which allows for real-time notifications and alerts.
 - When a relocation request is received via email, the system will automatically alert the local Spin operations team.

3. Local Team Response:

- Team Responsibilities:
 - The local Spin team will be responsible for assessing and actioning all relocation requests.
 - The team will evaluate the urgency and relevance of each request, prioritizing based on public safety and compliance needs.
- Response Time:
 - The local team will initiate action on all relocation requests within 2 hours of receipt during business hours. For after-hours requests, action will begin no later than 2 hours after the start of the next business day.

4. Training and Protocols:

- Training:
 - Prior to program launch, all local team members will undergo training on the relocation process, focusing on rapid response and effective resolution strategies.
- Protocols:
 - Detailed protocols will be developed and disseminated to the team, outlining steps for relocation, communication with stakeholders, and documentation of actions taken.

5. Reporting and Evaluation:

- Monthly Reports:
 - Spin will generate monthly reports detailing all relocation requests received, actions taken, and resolution outcomes. These reports will be shared with city officials to ensure transparency and ongoing evaluation of the program's effectiveness.
- Annual Review:

- Spin will participate in an annual review with city officials to discuss the impact of the relocation process and explore potential improvements based on feedback and data collected.

6. Stakeholder Engagement:

- Community Feedback:
 - Spin will establish a quarterly feedback session with community stakeholders to gather insights and suggestions for improving the relocation process.

DRAFT

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 11, 2026



AGENDA ITEM TITLE

WaterSMART Small-Scale Water Efficiency Grant Application (ACTION ITEM) — Alisa Anderson / Justin Kilborn

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Justin Kilborn

ADDITIONAL PRESENTER(S)

DESCRIPTION

The U.S. Department of Interior’s WaterSMART Program provides federal funds to support water supply security for future generations. Under this program, the Bureau of Reclamation (BOR) partners with states, tribes, and local entities to invest in infrastructure that enhances water reliability. The Small-Scale Water Efficiency Program (SWEP) grant helps water managers leverage resources through cost-sharing for on-the-ground projects focused on conserving and improving water management in the western U.S. Eligible projects include “Municipal Metering,” such as installing or upgrading water meters for residential and commercial buildings, along with the one-time purchase of software, equipment, and training for meter monitoring. The maximum award for a “Small Scale” project is \$100,000, requiring a 50% match, with total project costs not exceeding \$225,000.

The project of updating the City’s water meter system began when the City issued a request for proposals to purchase Advanced Metering Infrastructure (AMI), a Meter Data Management System (MDMS), and a Customer Portal. The procurement included a two-way, fixed-base AMI system with simultaneous one-way drive-by reading (AMR), meters, and related equipment. It also included an MDMS capable of providing detailed analytics and Customer Portal. The City signed an Agreement with Zenner USA Inc. for these services and equipment. This 7-year capital project involves the purchase and installation of 6,529 water meters. To date, staff has installed 1,234 meters, with an additional 197 ready for installation.

The City applied for grant funding under the SWEP in January 2025 and received notification of an award for \$100,000 in April 2026. Staff is currently working with BOR to finalize the award agreement, and the funds are expected to be available in late summer to purchase the meters. This award will contribute to the purchase of an additional 500 meters. After this, the City will still need to acquire approximately 4,118 meters to complete the citywide project. Staff has reviewed prior awards under this program and noted that many organizations have received multiple awards for phased projects like ours. We also verified with BOR that we are eligible to apply under the current open opportunity. Therefore, staff is requesting authorization to apply for the current open round of funding, proposing to purchase an additional 500 water meters for installation by City employees. Total project costs will not exceed \$225,000, including a grant request of \$100,000. The grant application is due June 2, 2026, with an anticipated award date in June 2027.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Approval to submit a grant application for \$100,000 to the WaterSMART Small-Scale Water Efficiency Program with the proposed corresponding Resolution, or provide staff further direction.

STAFF RECOMMENDATION

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

OTHER RESOURCES

FISCAL IMPACT

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

PERSONNEL IMPACT

Water, Grants and Finance Departments

ATTACHMENTS

1. Resolution 2026 - Preauthorization of AMI Project Grant Monies_final
2. WS Fact Sheet & FY24-R3_SWEP_ProjectDescriptions

RESOLUTION 2026-__

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE APPLICATION FOR A GRANT AND PREAUTHORIZING THE ACCEPTANCE OF U.S. DEPARTMENT OF INTERIOR, BUREAU OF RECLAMATION GRANT MONIES FOR THE CITY OF MOSCOW'S ADVANCED METERING INFRASTRUCTURE PROJECT SUPPORTING THE PURCHASE OF TWO-WAY ULTRASONIC WATER METERS; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the City of Moscow qualifies to apply for the WaterSMART Small-Scale Water Efficiency Program through the U.S. Department of Interior, Bureau of Reclamation grant monies up to the maximum of One-Hundred Thousand Dollars (\$100,000) to be used for specific projects supporting the City's Advanced Metering Infrastructure, Meter Data Management System, and Customer Portal Project with appropriate matching funds already secured; and

WHEREAS, the turnaround time between receipt of the award and the time permitted to accept the grant and return the required executed grant authorization documents will be limited; and

WHEREAS, the City Council believes it to be in the best interest of the City of Moscow to authorize the application for the grant and preauthorize the acceptance of said grant monies;

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

1. That the City Council of the City of Moscow approves the City to submit a grant application for \$100,000 to the Water SMART Small Scale Water Efficiency Program.
2. That The City Council of the City of Moscow ensures that the City is capable of providing the amount of funding contributions specified in the funding request and/or award.
3. That the Mayor and the City Attorney be authorized and they are hereby preauthorized and directed to accept the U.S. Department of Interior, Bureau of Reclamation grant monies and execute any required documents for the acceptance of said Grant monies.
4. That the Mayor and the Finance Director are each hereby preauthorized and directed to take further action as may be appropriate in order to affect the purpose of this Resolution.
5. That the provisions of this Resolution shall be deemed severable and the invalidity of any provisions of this Resolution shall not affect the validity of the remaining provisions.
6. That this Resolution shall become effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Scott Sumner	_____	_____	_____	_____
Sage McCetich	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Even Holmes	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of _____, 2026.

Hailey Lewis, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, Idaho held on _____, 2026, and attest to the Mayor's signature.

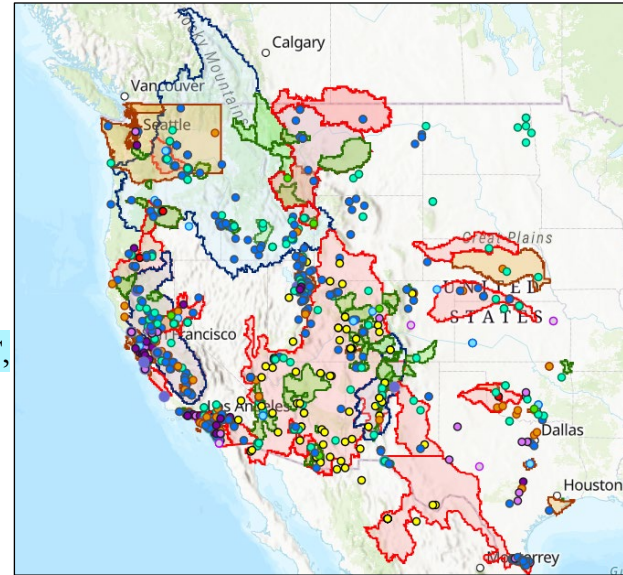
Laurie M. Hopkins, City Clerk



WaterSMART Program

Through the WaterSMART Program, the Bureau of Reclamation provides financial assistance to support water management improvements, planning and design activities, watershed management projects, a comprehensive approach to drought planning, implementation actions to proactively address water shortages, and other similar projects that contribute to sustainability in the Western United States. Wide-spread drought, aging infrastructure, and environmental requirements all strain existing water and hydropower resources. Adequate and safe water supplies are fundamental to the health, economy, and security of the country. Through WaterSMART, Reclamation continues to work cooperatively with states, tribes, and local entities as they plan for and implement actions to increase water supply through investments to modernize existing infrastructure and avoid potential water conflicts.

WaterSMART offers multiple programs for a wide range of projects, each with their own funding opportunities.



[WaterSMART Program Data Portal](#)

Highlights

- In July 2025, WaterSMART awarded \$200 million in Federal funding towards water reuse projects for developing long-term sustainability in the Colorado River Basin.
- In June 2025, 15 new Drought Resiliency projects received \$33 million in Federal funding for water treatment, new or improved infrastructure, and implementation of new water management tools and technology to stretch existing water supplies.
- Several funding opportunities are currently available to the 17 western United States, Alaska, Hawaii, Puerto Rico, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands. Please check individual programs to see which may be available in your area.

Funding Highlights FISCAL YEAR 2017 – 2026

Through WaterSMART, Reclamation has helped fund over 2,400 projects, totaling \$12.26 billion in improvements.

Federal Funding: \$3.37B
Non-Federal Funding: \$8.89B

Total: \$12.26 billion



Join the WaterSMART mailing list to receive program updates from the Bureau of Reclamation.
<https://www.usbr.gov/watersmart/>

Funding Opportunities Under WaterSMART

WaterSMART funding opportunities provide financial assistance to water managers for projects that seek to implement actions to increase water supply reliability and mitigate potential water conflicts in the western United States.



Water and Energy Efficiency Grants

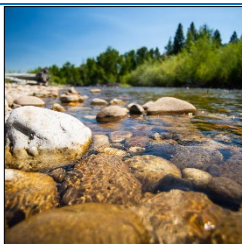
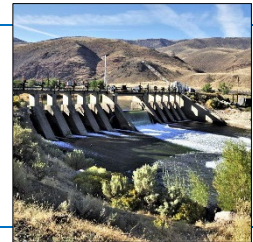
The primary category of funding under WaterSMART Grants, focusing on projects that result in quantifiable and sustained water savings.

Program Coordinator: Josh German, at 720-812-0875 or jgerman@usbr.gov

Small-Scale Water Efficiency Projects

Provides funding for small-scale on-the-ground water management projects that conserve, better manage, or otherwise increase efficient use of water supplies.

Program Coordinator: Nickie McCann, at 720-610-3480 or nmccann@usbr.gov



Enhancing Water Resources Projects

(Formerly known as Environmental Water Resources Projects)

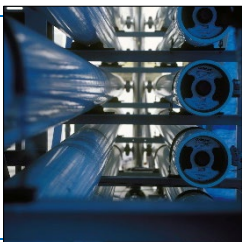
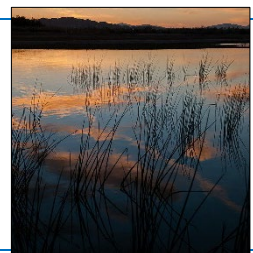
Provides funding for water conservation projects, water management improvements, and river and watershed restoration projects that benefit multiple sectors and stakeholders.

Program Coordinator: Katherine Tucker, at 303-445-2586 or ktucker@usbr.gov

Aquatic Ecosystem Restoration Program

Provides funding for the study, design and construction of large-scale restoration projects that result in the improvement of the health of fisheries, wildlife, and aquatic habitat.

Program Coordinator: Katherine Tucker, at 303-445-2586 or ktucker@usbr.gov



Water Recycling and Desalination

Provides funding for the planning, design, or construction of water recycling and desalination projects to develop alternative water supplies and stretch limited water supplies in the Western United States.

Program Coordinator: Maribeth Menendez, at 303-445-2094 or mmendez@usbr.gov

Planning and Project Design

Provides funding for collaborative planning to improve water supplies, and site-specific final design of on-the ground water supply construction, water management construction, and restoration projects.

Program Coordinator: Irene Hoiby, at 303-445-3575 or ihoiby@usbr.gov



Cooperative Watershed Management Program

Provides funding to local watershed groups to complete group development activities, watershed restoration planning, watershed management project design.

Program Coordinator: Irene Hoiby, at 303-445-3575 or ihoiby@usbr.gov

Drought Response Program

Provides funding for collaborative drought planning efforts, decision support tools, and the construction of infrastructure projects to mitigate drought impacts.

Program Coordinator: Shelbie Neff, at 303-445-2881 or sneff@usbr.gov



Basin Studies

Helps stakeholders address and plan for water supply and demand imbalances, with Reclamation providing technical assistance, tool development, and support to identify collaborative solutions.

Program Coordinator: Stephanie Hellekson, at 720-799-3158 or shellekson@usbr.gov

Applied Science

Provides financial assistance for the development of hydrologic information and water management tools as well as improvements to modeling and forecasting capabilities.

Program Coordinator: Stephanie Hellekson, at 720-799-3158 or shellekson@usbr.gov





Fiscal Year 2025 WaterSMART Small-Scale Water Efficiency Projects (Third Application Period)

Arizona

Saltwater River Project Agricultural Improvement and Power District, Community Irrigation Revitalization Initiative (CIRI)

Reclamation Funding: \$72,874

Total Project Cost: \$145,748

The Salt River Project Agricultural Improvement and Power District in Maricopa County, Arizona, will upgrade 2,788 linear feet of urban flood irrigation infrastructure by lining open ditches or converting the irrigation ditches to pipes to increase water reliability. The urban flood irrigation system's earthen canals experience seepage and water delivery inefficiencies, resulting in customers not receiving their full water right. The project aligns with District's 2035 Sustainability Goals and has garnered strong support from local stakeholders, ensuring collaboration to improve water management and promote sustainable water resources for the community.

California

Bard Water District, Inc., Seminole Pipeline Phase 1 Project

Reclamation Funding: \$124,299.50

Total Project Cost: \$248,599

The Bard Water District in Winterhaven, California, will convert 775 feet of the open Seminole Canal into a reinforced concrete pipeline, enhancing water savings and operational efficiency. The project will decrease water loss through reducing seepage and evaporation and will provide more reliable water supply for agriculture users. The project aligns with the District's 2020 Water Conservation Plan and the Capital Improvement Plan.

County of Orange, H2OC RainSmart Large Landscape Turf Upgrade Incentive Program

Reclamation Funding: \$124,980

Total Project Cost: \$249,960

The County of Orange in southern California will provide incentive funding to homeowner associations to complete two large landscape conversion projects in which turf will be replaced by low-water-use, climate-appropriate plants. The project contributes to significant water conservation and improved water quality in several large landscape areas. The project aligns with goals outlined in the South Orange County Watershed Management Area Water Quality Improvement Plan.

Crescenta Valley Water District, Crescenta Valley Water District 2-inch Water Meter Enhancement AMI Project

Reclamation Funding: \$100,000

Total Project Cost: \$216,723

Crescenta Valley Water District (CVWD) in Los Angeles County, California, will upgrade 90 water meters with new Advanced Metering Infrastructure meters. The project will increase accuracy in water usage data and improve CVWD's ability to detect leaks, ultimately leading to enhanced water conservation and supply reliability. The project supports the 2020 CVWD Urban Water Management Plan and the 2020 Water Shortage Contingency Plan helping to ensure the CVWD meets its efficient water management goals, helping to reduce reliance on imported water.

Gravelly Ford Water District, Agricultural Well Meter Installation Project

Reclamation Funding: \$120,670

Total Project Cost: \$241,340

The Gravelly Ford Water District in central California will provide technical assistance and funding for the installation of meters on unmetered agricultural wells to provide the District, farmers, and other partners with more precise groundwater extraction data. The data collected will allow the District and individual growers to more efficiently manage surface water and groundwater resources in compliance with the requirements of the Sustainable Groundwater Management Act. The project is prioritized in the District's Groundwater Sustainability Plan.

West Valley Water District, Water Use Efficiency Rebate Program

Reclamation Funding: \$112,500

Total Project Cost: \$225,000

The West Valley Water District in San Bernardino County, California, will extend its existing Water Use Efficiency Rebate Program by offering rebates for turf replacement, helping customers achieve critical water savings. The rebate program allows the District to provide incentives to households and businesses to adopt long-term conservation habits. The program aligns with the District's Strategic Plan, Water Shortage Contingency Plan, and Integrated Regional Urban Water Management Plan.

Western Municipal Water District of Riverside County, Bergamont Pump Station Turf Replacement Project

Reclamation Funding: \$125,000

Total Project Cost: \$250,000

The Western Municipal Water District in Riverside, California, will replace 8,860 square feet of non-functional turf with drought-tolerant landscaping. The project will include removing the existing irrigation system and installing low-flow drip irrigation and weather-based controllers, along with drought-tolerant native plants and groundcover to retain moisture and prevent erosion. The initiative aligns with Western Water's 2022 Drought Contingency Plan and is supported by various regional stakeholders, demonstrating a commitment to effective water conservation and management.

Colorado

City of Grand Junction, The Whitman Park Irrigation Efficiency Project

Reclamation Funding: \$125,000

Total Project Cost: \$250,000

The City of Grand Junction in Mesa County, Colorado, will improve water efficiency at Whitman Park by removing 1.33 acres of turf, installing a high-efficiency irrigation system, and increasing xeriscape. The project will preserve municipal potable water by significantly reducing water

consumption through sustainable landscaping and modernized irrigation practices. Supported by the 2023 Grand Junction Regional Water Efficiency Plan, the renovation will protect water resources and promote responsible water management practices.

Community Agriculture Alliance Inc., Automation of Agriculture Diversions on the Bear River: Phase 2 Improved Control and Delivery of Streamflow and Storage Water

Reclamation Funding: \$116,297

Total Project Cost: \$249,892

The Community Agriculture Alliance, in partnership with the Upper Yampa Water Conservancy District, in Steamboat Springs, Colorado, will automate five irrigation headgates along the Bear River to improve water delivery and system efficiency. Along this stretch of the Bear River, flows are characterized by fluctuations due to snowmelt runoff in the spring months, temperature impacts during the summer, and reservoir releases, leading to a dynamic water management system ideally positioned to benefit from automation. The project will improve water-delivery accuracy for irrigated lands and aid river administration for both priority and junior-priority water users. The project addresses the goals and objectives identified in the Yampa Integrated Water Management Plan.

County of Huerfano, Water System Improvements

Reclamation Funding: \$53,500

Total Project Cost: \$107,000

The County of Huerfano in southern Colorado will partner with Gardner Public Improvement District to improve its water distribution system by implementing Advanced Metering Infrastructure, telemetry, Supervisory Control and Data Acquisition systems, and inline water meters. These upgrades will enable remote operation and monitoring of essential water infrastructure, promoting efficient water use and helping to prevent water shortages and support the Colorado Water Plan.

Hanson Mesa Domestic Pipeline Co., Pressure Relief and Master Metering Improvements

Reclamation Funding: \$35,793

Total Project Cost: \$71,586

The Hanson Mesa Domestic Pipeline Company in Delta County, Colorado, will enhance water efficiency by installing four new master meters and a pressure relief valve on the Hanson Mesa pipeline. The new meters will improve monitoring of water distribution, helping to identify losses and manage the system more effectively. The pressure relief valve will mitigate risks associated with pressure fluctuations that have previously damaged residential service lines and appliances. The project aligns with the company's goals of enhancing system reliability and reducing water loss as identified in their Water System Evaluation.

Town of Paonia, Municipal Meters for Water Efficiency

Reclamation Funding: \$116,000

Total Project Cost: \$235,594

The Town of Paonia in Delta County, Colorado, will upgrade 23 water meters and integrate them into a radio-read metering system allowing for automatic meter readings to improve and streamline services on the northern edge of the community. The water meters will provide the town with more frequent water consumption data to make informed water management decisions by identifying water loss. The project represents a crucial step in enhancing the town's water management infrastructure and meeting water efficiency goals identified in the Town's Municipal Water Efficiency Plan.

Idaho

Black Canyon Irrigation District, Black Canyon Irrigation District Canal Automation Project **Reclamation Funding: \$124,000** **Total Project Cost: \$249,250**

The Black Canyon Irrigation District in Canyon County, Idaho, will install automatic headgates, canal checks, and flow sensors across its second unit conveyance system. The District provides irrigation water to both agricultural growers and domestic users across approximately 60,000 acres of land spanning three counties in Idaho's Treasure Valley. The automation will enable real-time control and monitoring of water levels to better manage and conserve irrigation water in an area prone to frequent drought and increasing water demands. The project is supported by the 2012 Idaho State Water Plan to improve irrigation infrastructure in the state.

Boise Project Board of Control, Automation of the Bennett 3.5 Lateral **Reclamation Funding: \$18,666** **Total Project Cost: \$37,332**

The Boise Project Board of Control in Boise, Idaho, will install an automated gate and transducers in the Bennet 3.5 Lateral. The project aims to control flows and conserve water at the system headworks, improve irrigation efficiency, and prevent losses from spills and overflows through a Supervisory Control and Data Acquisition system. The project will enhance water management and improve delivery accuracy, aligning with the goals of the Boise Project Board of Control's Water Conservation Plan.

City of Genesee, Water Meter Replacement for Water Conservation and Billing Accuracy Utilizing Automated Meter Reading Meters

Reclamation Funding: \$113,689 **Total Project Cost: \$227,377**

The City of Genesee in Latah County, Idaho, will upgrade 440 manually-read water meters to Automated Meter Reading (AMR) meters. The new AMR meters will provide hourly readings and enable early detection of leaks to improve billing accuracy and support water conservation efforts during peak summer usage. By upgrading its water metering system, the City aims to protect the Grande Ronde aquifer and ensure sustainable water access for residents. The project is supported by the City's Water Facilities Plan.

City of Moscow, Advanced Metering Infrastructure Project

Reclamation Funding: \$100,000 **Total Project Cost: \$224,436**

The City of Moscow in Latah County, Idaho, will upgrade 500 meters to new Automated Metering Infrastructure meters. The upgrade will improve water management and promote water conservation by enabling leak detection, monitoring usage spikes, and providing real-time water usage data to residents. The project is essential for addressing the declining Palouse Basin Aquifer, the sole drinking water source for over 80,000 residents and aligns with the Palouse Basin Aquifer Committee's goal of increasing water conservation by 15%.

Falls Irrigation District, Falls Irrigation District Automation project

Reclamation Funding: \$75,145 **Total Project Cost: \$150,291**

The Falls Irrigation District in Power County, Idaho, will install two automated gates on the East Canal to improve water measurement and management. The project will increase operational efficiency, reduce manual labor, and minimize water loss. Additionally, the project supports

existing regional planning efforts that highlight the importance of sustainable water management and adaptive strategies in response to regional drought.

Fremont-Madison Irrigation District, Automation and SCADA Project Phase 5

Reclamation Funding: \$120,670

Total Project Cost: \$241,340

The Gravelly Ford Water District in eastern Idaho will provide technical assistance and funding for the installation of meters on unmetered agricultural wells to provide the District, farmers, and other partners with more precise groundwater extraction data. The data collected will allow the District and individual growers to more efficiently manage surface water and groundwater resources in compliance with the requirements of the Sustainable Groundwater Management Act. The project is prioritized in the District's Groundwater Sustainability Plan.

Jefferson Irrigation Company, Flow Measurement of Irrigation Canal Turnouts for

Jefferson Irrigation Company, LTD - PHASE 2

Reclamation Funding: \$118,815

Total Project Cost: \$237,630

Jefferson Irrigation Company in Jefferson County, Idaho, will install water flow measurement technology at 25 canal turnouts to accurately measure shareholder water deliveries. The company pumps groundwater from the Eastern Snake Plain Aquifer and delivers water via a canal system. These improvements will enhance the equitable distribution of water, help quantify annual deliveries and conveyance losses, and promote groundwater diversion reduction obligations, resulting in increased water supply reliability and drought resiliency. The project supports the goals identified in the company's canal efficiency investigation.

Minidoka Irrigation District, Minidoka Irrigation District's Lateral 24 Pipeline Project

Reclamation Funding: \$124,980

Total Project Cost: \$249,960

Minidoka Irrigation District in south-central Idaho will upgrade the earthen Lateral 24 by installing 2,280 feet high-density polyethylene pipe to reduce significant water loss caused by seepage due to the high sand content in the surrounding soils. The project aligns with the District's Water Conservation Plan by aiming to reduce water loss through improved infrastructure, thereby securing water supplies for the future.

Payette River Water Supply Bank (Water District No.65), Water District 65 Real-Time Monitoring Implementation Project

Reclamation Funding: \$100,500

Total Project Cost: \$201,004

Water District No. 65 in Payette, Idaho, will automate its flow-monitoring system along 100 diversion channels on the Payette River by installing telemetry boxes that will interface with a web-based platform for real-time data collection. The project will allow watermasters to minimize operational loss on both the supply side and the demand side (i.e., reservoirs and diversions), helping to avoid water restrictions and water shutoffs. The project will improve water use efficiency and help address growing demands on regional water resources, aligning with the 2012 Idaho State Water Plan objectives.

Teton Island Canal Company, Diversion Dam Automation Project

Reclamation Funding: \$124,679.50

Total Project Cost: \$249,359

The Teton Island Canal Company in eastern Idaho will install a new automated diversion dam on the North Fork of the Teton River to improve water delivery into the Teton Island Canal,

benefiting nearly 10,000 acres of farmland. The new dam will feature concrete construction and steel overshot gates that pivot from the riverbed, improving water management and supporting wildlife habitats by providing more consistent releases and minimizing dry periods within the North Fork of the Teton River.

Kansas

Alemena Irrigation District No. 5, Converting Open Canals and Laterals to Underground Pipe and Pump Stations with Meters to Enhance Efficiency

Reclamation Funding: \$100,000

Total Project Cost: \$218,728

The Almena Irrigation District in northern Kansas will upgrade nine surface water diversions along Prairie Dog Creek by installing floating river pumps and remote telemetry meters. The project will improve the District's water delivery efficiency and ensure accurate water measurements. By aligning water diversions more effectively with releases from Norton Dam and enhancing data collection for water management, the project supports the Kansas Water Plan's goals of conserving water resources and improving water use efficiency statewide.

Montana

Tongue and Yellowstone River Irrigation District, Jones Creek Flume and Canal Conversion Project Phase I

Reclamation Funding: \$125,000

Total Project Cost: \$250,000

The Tongue and Yellowstone River Irrigation District in eastern Montana will construct a supported pipe over Jones Creek to better manage water flows, replacing the use of the existing wooden flume. Converting the channel to a closed piping system allows the District to maintain a consistent flow of diverted water to meet water demands throughout the irrigation season, thereby minimizing water losses throughout the growing season and optimizing water delivery efficiency.

North Dakota

City of Mandan, Mandan Advanced Metering Infrastructure (AMI) System Update Project - Phase 2

Reclamation Funding: \$124,850

Total Project Cost: \$249,701

The City of Mandan in central North Dakota will install 390 Advanced Metering Infrastructure meters, enabling the City to quickly identify and respond to water leaks and usage spikes; customers will have access to their water usage through an online portal. These improvements will help the City better manage its water supplies more efficiently and enhance the quality of its services. The project aligns with the goals of the State of North Dakota Water Development Plan.

New Mexico

Carlsbad Irrigation District, Prioritized Small-Scale Main Canal Lining Downstream of Lateral 26.5

Reclamation Funding: \$125,000

Total Project Cost: \$250,000

The Carlsbad Irrigation District in southeast New Mexico will line 3,200 feet of its Main Canal downstream of Lateral 26.5 to address excessive seepage. The project will conserve water, enhancing surface water supply for farmers and ensuring more consistent availability of Pecos River water during critically dry years. The project is supported by the Pecos River Basin Study and is a priority project within the District.

Nevada

Moapa Valley Water District, Water Meter and Data Collection System Upgrade

Reclamation Funding: \$124,268

Total Project Cost: \$248,536

The Moapa Valley Water District in Clark County, Nevada will upgrade 305 domestic water meters with cellular endpoints. The new metering system will provide customers with accurate, real-time water usage data, enable early leak detection, and improve water savings to stretch limited supplies in southern Nevada. The project will benefit the communities of Overton, Logandale, Glendale, Moapa, and the Moapa River Indian Reservation. The project aligns with the District's 2019 Water Conservation Plan.

Oregon

Owyhee Irrigation District, Shoestring Canal Automation Phase One

Reclamation Funding: \$124,204

Total Project Cost: \$248,408

The Owyhee Irrigation District in eastern Oregon will install six automated gates on existing check structures in the Shoestring Canal. These gates will reduce canal level fluctuations, minimize water loss from operational spills, and save energy through reduced pumping. The project is prioritized in the District's Conservation Plan.

Texas

City of Denison, City of Denison WaterSmart Application

Reclamation Funding: \$125,000

Total Project Cost: \$250,000

The City of Denison, north of Dallas, Texas, will upgrade 970 manual-read water meter registers to remote-read registers. The new radio-based devices will improve reading accuracy, reduce labor costs, and significantly reduce unaccounted for water losses. These improvements will increase water supply reliability and water use efficiency. The project aligns with the City's Water Conservation Plan.

City of Universal City, City of Universal City Public Works Advanced Metering Infrastructure Improvement Project

Reclamation Funding: \$100,000

Total Project Cost: \$247,383

The City of Universal City, near San Antonio, Texas, will replace 568 water meters with new Advanced Metering Infrastructure (AMI) meters. With the addition of AMI, the City will be able to conserve water and give customers easy access to water use data, including near real-time alerts to make informed water use decisions and to take timely action to address leaks and unexpected water use. The project supports the City's Water Conservation Plan.

Upper Trinity Regional Water District, Smart Irrigation Controller Plugin Device Rebate Program for North Texas Residents

Reclamation Funding: \$10,000

Total Project Cost: \$20,000

The Upper Trinity Regional Water District, northwest of Dallas, Texas, will establish a rebate program for homeowners to purchase smart modules for existing residential irrigation controllers. The new smart controllers will help customers optimize irrigation by including automatic seasonal adjustment, automatic shut off irrigation during rain events, and programmable watering methods. The project will reduce demand on days when water usage is highest, delaying or eliminating the need for strict water restrictions. The project is prioritized in the District's 2024 Water Conservation Plan.

Public Utilities Board of The City Of Brownsville, Texas, Brownsville Public Utilities Board Go-Green Water Conservation Program

Reclamation Funding: \$123,521

Total Project Cost: \$247,042

The Brownsville Public Utilities Board (BPUB) in the City of Brownsville, south Texas, will provide rebate programs for landscaping practices to reduce water consumption in a drought-prone area. The project introduces new rebates for irrigation controllers and xeriscaping to assist customers in conserving water. The water saved through these programs will help BPUB maintain its water resources by lowering demand in the area. The project is supported by the City's Water Conservation and Drought Contingency Plan.

Utah

Circleville Irrigation Company, Dalton Ditch and Willey Ditch Water Conservation Project - Phase 4

Reclamation Funding: \$100,000

Total Project Cost: \$101,365

The Circleville Irrigation Company, in south-central Utah, will pipe 1,300 feet of the Dalton Ditch and 1,500 feet of the Willey Ditch to prevent seepage and enhance water conservation and conveyance. Piping the canal will prevent water loss from seepage and evaporation, allowing for more efficient management of water flow to match use demands and better conserve water for downstream irrigators. The project will enhance irrigation efficiency and water management within the community.

Clearfield Irrigation Company, Clearfield Irrigation Company Canal Improvement Project - Phase I

Reclamation Funding: \$124,994

Total Project Cost: \$249,994

The Clearfield Irrigation Company, in Davis County, Utah, will upgrade 700 feet of existing pipeline by slip-lining it with High-Density Polyethylene pipe. The upgrade will benefit 100 water users, including agricultural producers in West Point, Syracuse, and Clearfield. The new pipe will improve flow efficiency, minimize pressure drops, and ensure reliable water delivery to all users. The project is supported by the company's System Replacement and Rehabilitation Plan to improve their water delivery system's reliability, efficiency, and sustainability.

Clinton City, Clinton City Metering Project - Phase II

Reclamation Funding: \$124,876

Total Project Cost: \$249,752

Clinton City, in Davis County, Utah, will upgrade 1,160 water meters to Advanced Metering Infrastructure to enhance its culinary water distribution system. The upgrade will retrofit existing meters with radio antennas for wireless data transmission, enabling rapid leak identification and providing residents with an online portal to monitor water usage and improve data-driven decision-making. The project aligns with the City's 2022 Water Conservation Plan and the City's 2021 Drought Resiliency Plan.

Washington

Consolidated Irrigation District No. 19, Meters upgrades for SCADA integration on source wells in Consolidated Irrigation District No. 19

Reclamation Funding: \$100,000

Total Project Cost: \$208,843

The Consolidated Irrigation District No.19, east of Spokane, Washington, will upgrade 18 source wells with new electromagnetic meters. These meters will connect to an existing Supervisory Control and Data Acquisition system to provide accurate flow measurements, real-time data, and log delivery information. The project supports the Spokane Valley Project and the District's 2016 Water System Plan.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 11, 2026



AGENDA ITEM TITLE

Blue Cross of Idaho - Grant Agreement (ACTION ITEM) — Alisa Anderson / Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager, Nichoel Baird Spencer, Deputy City Administrator - Community Development

ADDITIONAL PRESENTER(S)

DESCRIPTION

City staff is pleased to announce it has received a grant award of \$7,000 from Blue Cross of Idaho Foundation for Health, Inc., as detailed in the attached Grant Agreement. This funding will support two important Farmers Market initiatives: the Power of Produce (POP) Club and Bicycle Benefits programs—both designed to promote community health and sustainability. The POP Club empowers children ages five through twelve to make healthy food choices by encouraging adventurous eating and fostering curiosity about where their food comes from. Through hands-on, sensory-based activities offered monthly from June through September, participating children receive a \$5 voucher to purchase fresh produce, seeds, or food-producing plants. Bicycle Benefits encourages residents and visitors to bike more often; shoppers who ride their bikes to the Moscow Farmers Market earn a \$2 token each Saturday, which can be redeemed by any market vendor, although many choose to support agricultural vendors. This funding will significantly enhance community health, promote sustainable transportation, and strengthen local economic support.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval to accept the grant award from the Blue Cross of Idaho Foundation and authorize the Mayor to execute the Grant Agreement or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval to accept the grant award from the Blue Cross of Idaho Foundation and authorize the Mayor to execute the Grant Agreement.

OTHER RESOURCES

FISCAL IMPACT

This program does not require a local match.

PERSONNEL IMPACT

ATTACHMENTS

1. City of Moscow_CommPilots_04_2026

GRANT AGREEMENT

Blue Cross of Idaho Foundation for Health, Inc. (the “Foundation”) is pleased to award **City of Moscow** (the “Grantee”) with a Foundation Grant (the “Grant”). The Grant is awarded subject to the terms and conditions stated in this Grant and any exhibits or attachments thereto. Please read the terms and conditions of the Grant carefully before signing this document as the Grantee’s signature constitutes the Grantee’s agreement and acceptance in full of all terms and conditions contained herein.

1. AMOUNT AND ADMINISTRATION OF AWARD

Subject to the terms and conditions set out in the Grant, the Foundation is pleased to award Grantee with a conditional Grant of up to **Seven Thousand Dollars (\$7,000)**, which shall include any interest or income arising therefrom (the “Maximum Grant Amount”). The Grant is conditional upon the proper execution of this Grant agreement by an authorized representative of Grantee.

2. PURPOSE AND USE OF GRANT FUNDS

The Grantee shall utilize Grant funds exclusively for one of the following purposes: charitable, educational, scientific or literary purpose (or some approved variation) as more fully described in section 170(c)(2)(B) of the Internal Revenue Code. Specifically, Grantee’s purpose of all Grant funding from the Foundation is to support community programming at the Moscow’s Farmer’s Market, including the Bike Token Program. The Grantee agrees that Grant funds shall not be disbursed to any unrelated third-party organizations, entities, or vendors without the express, written approval of the Foundation. The Grantee agrees to make its books and/or records pertaining to the Grant available to the Foundation at reasonable times.

3. INDEMNIFICATION

In consideration for the issuance of Grant funds, the Grantee agrees to indemnify, defend and hold the Foundation and its directors, officers, employees, agents, parent company and affiliates harmless from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys’ fees and costs) which arise out of or relate to the Grant, or result from any act or omission of Grantee arising from projects funded through or related to the Grant to the extent permitted by Idaho law.

4. GRANT TERMINATION

It is expressly agreed that any use by the Grantee of the Grant proceeds for any purpose other than those specified above or if in the Foundation’s sole judgment, the Grantee becomes unable to carry out the purposes of the Grant, or ceases to be an appropriate means of accomplishing the purpose of the Grant, the Foundation may terminate the Grant at any time at its sole option. In the event of termination under this section, any outstanding Grant amount payable shall be cancelled.

NOW THEREFORE, the parties have read, understand and accept the terms and conditions stated in this Grant agreement. The individuals signing this Grant agreement represent and warrant that they are duly authorized to be bound by its terms. The parties do hereby execute this Grant agreement effective on the date that the BCI Foundation signs the Grant agreement.

City of Moscow
 (“Grantee” Authorized Representative)

Blue Cross of Idaho Foundation for Health, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Effective Date: _____