

# Moscow City Council



Regular Meeting  
~Agenda~

Laurie M. Hopkins  
City Clerk

[www.ci.moscow.id.us](http://www.ci.moscow.id.us)

208.883.7015

---

**Monday, August 16, 2021**

**7:00 PM**

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

---

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. The meeting is open to the public but due to the continued presence of COVID-19 cases in our area, we encourage those that have not received the COVID-19 vaccination, to continue to keep 6-foot physical distance from non-household members and wear face coverings when distance is unable to be maintained. We appreciate and encourage public participation. The formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. For regular agenda items the public will usually have the opportunity for comment on that agenda item after the staff presentation. These agenda items do not include the consent agenda and reports. Please limit any remarks to three (3) minutes or less. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Citizens wishing to comment on business on the agenda may also communicate with the City Council through email ([council@ci.moscow.id.us](mailto:council@ci.moscow.id.us)). Please note that Moscow City Council meetings are televised, videotaped and/or recorded. The meeting is streamed on YouTube and Spectrum Cable 1301. A link to stream the meeting can be found on the City website ([www.ci.moscow.id.us](http://www.ci.moscow.id.us)). Thank you for your interest in City government.

## **PLEDGE OF ALLEGIANCE**

## **CONSENT AGENDA**

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

**A. Approval of Moscow City Council August 2, 2021 Minutes - Laurie M. Hopkins**

**B. Disbursement Report July 2021 - Sarah Banks**

**C. Renewal of Intermodal Transit Center Lease with SMART Transit - Gary J. Riedner**

The City currently leases space in the Intermodal Transit Center to Regional Public Transportation (RPT) dba SMART Transit. The initial lease was executed on September 4, 2012, and the term was three years, expiring on September 30, 2015. In 2016, an amendment extended the term of the original lease for an additional five (5) years, expiring on September 20, 2020. Due to an oversight on the part of both the City and SMART, the lease was not renewed prior to expiration. SMART has been occupying the Intermodal Transit Center under the terms of the prior lease, pending the negotiation of a new lease. The attached lease has been updated and prepared by the City Attorney and reviewed by SMART Transit Executive Director Ben Aiman and the SMART Transit Board. This was reviewed by the Administrative Committee on August 9, 2021 and recommended for approval.

**ACTION:** Approve the Lease Agreement Between Regional Public Transportation (dba SMART Transit) and the City of Moscow, and approve the Resolution authorizing said Lease.

## **REGULAR AGENDA**

### **2. Staff Recognition Report - Gary J. Riedner**

### **3. Mayors Appointments (ACTION ITEM)**

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

### **5. Public Hearing: Proposed FY2022 Fee Resolution (ACTION ITEM) - Gary J. Riedner**

Any fee increase being proposed by more than 5% or any new fees require a public hearing pursuant to Idaho Code 63-1311A. Additionally, as required by Idaho Code 63-1311, the City's fees collected shall be reasonably related to the actual cost of the service provided. Staff will discuss proposed fee increases for the FY2022 budget year, which support the FY2022 budget adopted by City Council after a public hearing held August 2, 2021. The fee increases are due to the additional costs associated with the delivery of services, including administration, operations and maintenance.

**PROPOSED ACTIONS:** Conduct the public hearing and after considering testimony, approve the attached FY2022 Fee Resolution with or without changes; or take such other action deemed appropriate.

### **6. Open Container Ordinance Revisions for Downtown Events (ACTION ITEM) – Gary J. Riedner / Mia Bautista**

The City of Moscow has sponsored and approved community events such as Art Walk, and the Vandal Town Block Party, as well as the expansion of sidewalk cafés, and has approved events in downtown Moscow and in Moscow's parks where the City Council passed resolutions allowing for the vending and responsible consumption of beer and/or wine under certain conditions during an event. As the City Council wants to foster a vibrant downtown community atmosphere, and encourage and promote downtown businesses to collaborate in making these events successful, staff has been requested to review the process for the creation of an Entertainment District. Within the Entertainment District, community events could be held, and upon adoption of a resolution of the City Council, the sale and responsible consumption of beer and wine could occur. In order to allow the consumption of beer and wine outside of sidewalk cafés or a beer garden, the City would have to create an exemption to Moscow City Code 10-1-12, commonly known as the "open container" ordinance, which prohibits the possession of alcoholic beverages while present in a public place or a place where the public has permitted access, including public streets and/or public rights-of-way in the City, except in accordance with specific regulations adopted by the Council by Resolution.

The draft Ordinance included in the packet contains necessary revisions to the Moscow City Code to allow the creation of an Entertainment District to be defined by the map attached to the draft Ordinance and to allow the inclusion of the Entertainment District as an additional exemption to the open container prohibition. This was reviewed by the Administrative Committee on August 9, 2021 and recommended for adoption of the ordinance.

**PROPOSED ACTIONS:** Approve the Ordinance creating the Entertainment District and including the Entertainment District as an additional exemption to the open container prohibition under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

### **7. American Rescue Plan Act – National Endowment for the Arts Grant (ACTION ITEM) - Alisa Anderson / Megan Cherry**

The American Rescue Plan Act of 2021 ("Rescue Plan") is designed to fuel the nation's recovery from the devastating economic and health effects of the COVID-19 pandemic. Funds allocated to the National Endowment for the Arts ("Arts Endowment") represent a significant commitment to the arts and a recognition of the value of the arts and culture sector to the nation's economy and recovery. Grants will be made to eligible organizations to support operational costs. Rescue Plan funds are

intended to support day-to-day business expenses/operating costs, and not specific programmatic activities. Eligible grant activities and costs include salary support for one or more staff positions and may be used to support existing jobs, new jobs, or to restore jobs that were furloughed or eliminated due to the pandemic. Additional eligible costs include fees/stipends for artists and/or contractual personnel to support the services they provide for specific activities as part of organizational operations. Artist fees/stipends should be related to work with a tangible outcome, such as performances, presentations, workshops, and/or the creation of artwork. Funding may also be used for costs associated with health and safety supplies for staff and/or visitors/audiences (e.g., personal protective equipment, cleaning supplies, hand sanitizer, etc.) in addition to marketing and promotion costs. Awarded applications will be notified in November 2021 with the grant project period for two years starting January 1, 2022 and ending December 31, 2023. The Arts Department for the City of Moscow is requesting to submit a grant request not to exceed \$100,000 to support staffing costs, marketing and promotions, and artist/fees and stipends. This item was reviewed by the Public Works/Finance Committee on August 9, 2021, and forwarded to the full Council for further consideration.

**PROPOSED ACTIONS:** Approve staff to submit a grant application under the American Rescue Plan Act through the National Endowments for the Arts for an amount not to exceed \$100,000, or take such other action deemed appropriate.

## **REPORTS**

**City Council**

**Mayor**

**Staff**

## **ADJOURN**

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

# Moscow City Council



Regular Meeting  
~Minutes~

Laurie M. Hopkins  
City Clerk

[www.ci.moscow.id.us](http://www.ci.moscow.id.us)

208.883.7015

---

Monday, August 2, 2021

7:00 PM

Council Chambers  
206 E. Third St.

---

**The meeting was called to order at 7:00 p.m.**

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala

ABSENT:

STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, Sarah Banks, Jen Pfiffner, Tyler Palmer, Megan Cherry, James Fry, Bob Buvel, Aimee Hennrich, Laurie M. Hopkins

## PLEDGE OF ALLEGIANCE

Council Member Sullivan led the Pledge of Allegiance.

## CONSENT AGENDA

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

#### A. Approval of Moscow City Council July 19, 2021 Minutes - Laurie M. Hopkins

#### B. Personnel Policy Updates - Jen Pfiffner

Updates to the City of Moscow Personnel Policies continue. Discipline, Grievance, Name Clearing Sections include updates to current policies and a new proposed policy. Updates to language throughout are included in the presented drafts. A new proposed Name Clearing Policy is also included for consideration. Policy sections will continue to be presented for review. As policies are approved they will be compiled into an updated document to be implemented at one time. Timeline for completion for all policies to be updated, reviewed and approved is estimated to be completed by September 2021. This was reviewed by Administrative Committee on July 26, 2021, and recommended for approval.

**ACTION:** Approve the proposed personnel policies.

#### C. South US95 Sewer Water Extension Bid Award - Bob Buvel

This project consists of the extension of public water and sewer mains south of the S. Fork Palouse River prior to the construction of the Idaho Transportation Dept. U.S. 95 Thorn Creek Project. The goal of the project is to install approximately 1,900 linear feet of sanitary sewer main and 950 linear feet of water main along the U.S. 95 right-of-way prior to construction of the ITD project to ensure utility services are available for expected future development in south Moscow and preventing future disruption to highway traffic and expensive surface restoration in the future once the highway project is complete.

Bids were opened on Thursday, July 8, 2021. Four bids were received, ranging from \$679,671 to \$1,285,543. Upon review, the apparent low bid from Western Construction was withdrawn by the bidder due to a mathematical error in their bid. Of the remaining responsive bids received, ML Albright & Sons, Inc was found to be the lowest responsive bid, with a bid total of \$1,208,190.40. The full bid tabulation and the non-responsive bid letter sent to Western Construction are in the Council packet.

This was reviewed by Public Works/Finance Committee on July 26, 2021 and recommended for approval.

**ACTION:** Accept the low bid from ML Albright & Sons, Inc., award the contract for the bid amount of \$1,208,190.40, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

Bettge moved and Zabala seconded to approve the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

## **REGULAR AGENDA**

### **2. Staff Recognition Report - Gary J. Riedner**

None offered.

### **3. Mayors Appointments (ACTION ITEM)**

Mayor Lambert proposed the following appointments: Gordon Wilson to the Sustainable Environment Commission, Scott Sumner to the Transportation Commission and Matty Murphy to the Human Rights Commission. Taruscio moved, Laflin seconded to approve the appointments as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Gordon Wilson said he has been a New St. Andrews faculty member for 18 years. He received a doctorate was environmental science and public policy. He loves for the natural world and human world to flourish. Even though the position is non-voting, he wanted share his voice.

Scott Sumner said he is from Moscow and attended the University of Idaho. He felt the Transportation Commission was a natural fit as a civil engineer and can provide insight from that perspective.

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

None offered.

### **5. PUBLIC HEARING: City of Moscow's FY2022 Annual Budget (ACTION ITEM) - Gary J. Riedner**

Prior to the public hearing, staff will present the proposed City of Moscow FY2022 balanced budget in the amount of \$102,415,356, which was considered by the City Council at a workshop held July 12, 2021. Increase in property taxes from FY2021 include the following: a property tax levy of an estimated \$5.08 per \$1,000 of assessed valuation, reflecting a 3% increase, plus 90% of new construction valuation placed on the tax rolls, which is estimated at \$68,869 and 90% of annexations, which is estimated at \$4,292. Included for City Council consideration is the FY2022 Annual Appropriation Ordinance, and the L-2 property tax certification in the aggregate amount of \$7,537,647.

**PROPOSED ACTIONS:** Conduct the public hearing upon the FY2022 City of Moscow Annual Appropriation Ordinance and upon consideration of testimony presented:

A. Approve the ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take other such other action deemed appropriate.

B. Authorize the Mayor's execution of the L-2 property tax certification in the aggregate amount of \$7,537,647; or take such other action deemed appropriate.

Riedner provided an overview of the budget process and strategic planning, detailed taxes, revenues, and expenditures throughout the budget. See attached presentation.

Mayor Lambert opened the public hearing at 8:03 p.m.

Victoria Seever (Moscow) spoke regarding the public seeing the streets as safe and family-friendly and sometimes not seeing the bad things. The presence of a police dog deters criminal resistance from escalating. And in an entirely different work setting, a dog wears a second hat as a friendly educational presence. Every police officer is willing to put their lives on the line. The only thing they ask for are the tools to do their job. She encourages the Council to give them the dog. She also liked the extra \$4,000 to the Latah Recovery Center.

Dan Schoenberg (Moscow) suggested the Council look at relief of funds from the stormwater fees, in turn, providing relief to citizens for fees and taxes. He suggested relief for one year to lesson the over \$2 million increase of taxes. He would like the Council to review conscientiously; look at it critically and with a knowledge base.

Riedner read a letter from Marshall Comstock (Moscow). See attached letter.

Mayor Lambert closed the public hearing at 8:15 p.m. He commented the budget process starts early in the year with staff. Last year we put the breaks on everything: salary freezes, no tax increase, no sanitation fee increase, etc. but that can't be done every year.

Sullivan commented Moscow took the Governor's imposed tax break of \$1.5 million which means it skews the \$2 million increase in the budget. Comparing 2021 to 2022 is really only an increase of \$190,000. The levy rate has gone down from 5.35 in 2020 to 5.08 in the proposed 2022 budget.

Palmer thanked Schoenberg for his letter. The FY22 budget follows the recommendations for rate adjustments in Sewer (2.25%) and Water (5%). The Water budget will not experience any sort of relief from the formation of the stormwater utility. The Sewer budget has had some minor funding that will be offset by stormwater funding. The largest portion of stormwater-related costs were housed in the Streets budget. Not only has the Streets budget been impacted by the same cost escalations seen in Water and Sewer, but has never been funded at an adequate level to properly maintain the transportation network. Current estimates require approximately \$1.5M in annual funding for our Pavement Management Program in order to maintain the streets in current conditions. With the Storm utility, there is opportunity to put scarce transportation dollars toward transportation, and have storm fund its own activities.

Laflin stated if Moscow does not comply with the issues of the permit, the non-compliance fees will far exceed what is proposed here. Palmer added initial estimates came in at \$12 ESU and staff was able to reduce the fee as much as possible. Bettge agreed delaying the stormwater utility for one year gets Moscow close to non-compliance.

Zabala asked if the Smart Transit request was dependent on the proposed third route with possible increase in the future. Taruscio responded the third route is still on the table but with the transportation world changing, exploring new transportation ways is more pressing. Zabala also asked about the unspecified \$3,000 in Economic Development. Riedner said it was general funding for something like a small study. Riedner explained Uof I and Moscow funding for PEP is at \$40,000. Latah County is not interested in funding PEP and the U of I may review the following year. Discussion ensued regarding the viability of PEP.

Kelly said she had no questions about the budget. She appreciated Palmer's explanation regarding Stormwater and the support of climate issues. She also appreciated staff's work to thin the budget as much as possible. Taruscio said she felt positive about the donation to AFTP and LRC. Bettge pointed out approximately half the taxable real estate city is off the tax rolls and the other half has to cover that infrastructure support.

Riedner explained the Affordable Housing line item does not have a particular program nor has it been fully funded every year. Money is appropriated to provide the flexibility for a program because affordable housing is a major challenge area in the strategic plan. Sullivan suggested splitting the funding in half and using the other half for climate change. Discussion ensued regarding the Council commitment to climate change, making a policy statement regarding support for climate change, and how to split the amount funded. Bettge directed staff, with Council consensus, to create a new line item for climate change and move \$20,000 from the Affordable Housing to the new line item. Bettge moved to approve the ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Kelly seconded.

Sullivan asked about the PEP disbursements. Riedner said the PEP Board will review funding at a meeting in the near future and PEP can certainly present a report at an upcoming Council meeting.

Taruscio said she will be abstaining from voting on the funding for PEP in the Economic Development line item. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bettge moved to authorize the Mayor's execution of the L-2 property tax certification in the aggregate amount of \$7,537,647. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2021-10:

AN ORDINANCE ENTITLED "ANNUAL APPROPRIATION ORDINANCE" APPROPRIATING ONE HUNDRED TWO MILLION FOUR HUNDRED FIFTEEN THOUSAND THREE HUNDRED FIFTY-SIX DOLLARS (\$102,415,356) FOR THE PURPOSE OF DEFRAYING ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF MOSCOW, LATAH COUNTY, STATE OF IDAHO, FOR THE 2022 FISCAL YEAR BEGINNING THE FIRST DAY OF OCTOBER, 2021, AND ENDING THE THIRTIETH DAY OF SEPTEMBER, 2022, AND ALLOTING RESOURCES BY FUND FOR SAID APPROPRIATION FOR THE OBJECTS AND PURPOSES SET FORTH IN THIS ORDINANCE; LEVYING AD VALOREM TAXES IN THE AMOUNT OF SEVEN MILLION SIX HUNDRED THIRTY THOUSAND THIRTY-FIVE DOLLARS (\$7,630,035) FOR THE 2022 FISCAL YEAR; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Mayor Lambert called a recess at 9:07 p.m. and reconvened at 9:13 p.m.

**6. PUBLIC HEARING: Sale of Current Police Station to University of Idaho (ACTION ITEM) - Gary J. Riedner**

On May 21, 2019, citizens of Moscow approved the City of Moscow's proposal to issue municipal bonds to construct a new police services facility, remodel the current police facility for use as an office building, and make minor improvements to the Paul Mann Building located to the west of City Hall. On June 15, 2020, the City of Moscow purchased the Haddock Building, located at the southeast corner of Washington and Fifth Street, from Gritman Medical Park, LLC, for the price of \$875,000. The purchase of the Haddock Building includes off street parking and represents significant savings over the estimated remodel costs of the current police facility. With the purchase of the Haddock Building, City Council expressed interest in selling the existing police facility since it would no longer serve the needs of the City, and was approached by representatives of the University of Idaho.

Idaho Code Title 50, Municipal Corporations, Chapter 14, Conveyance of Property, allows a city to convey real property to another governmental entity without the requirement of holding an auction if

the City Council determines it is in the city's best interest to convey the property. The University of Idaho, which qualifies as a tax supported governmental unit per the requirements of I.C. 50-1403(4), has transmitted a letter of intent to the City of Moscow, noting an interest to purchase the property.

On July 6, 2021, the City Council declared its intent to sell the property for the appraised value of \$975,000. The City Clerk published a summary of the action and notice of a public hearing to take place August 2, 2021 in the official newspaper of the City (Moscow-Pullman Daily News). Pursuant to Idaho Code 50-1403, after the public hearing has been conducted, the City Council may declare that it is in the best interests of the City to convey the property to the University of Idaho for the appraised price of \$975,000.

**PROPOSED ACTIONS:** After the public hearing has been conducted, declare that it is in the City's best interest to convey the current Moscow Police Station facility located at 118 E Fourth Street to the University of Idaho for the appraised value of \$975,000, and authorize such conveyance, or take such other action deemed appropriate.

Riedner presented the item as written above. See attached presentation. There is restriction on use in the Central Business (CB) Zoning District for educational services. The U of I intends to use the building as a gallery and retail store store which are allowed by right in the CB zone.

Mayor Lambert opened the public hearing at 9:26 p.m.

Victoria Seever (Moscow) said the City needed police station, passed a bond, construction costs increased tremendously, items were removed from construction to reduce costs, the Haddock building became available and includes parking as well as less expensive. Selling the building with no expense for rehab and the Haddock building costs less money, the City makes up the million dollars and comes close to where the bond was. She supports conveying the building to the U of I.

Dan Schoenberg (Moscow) said prior to the purchase of the Haddock building, Gritman paid taxes about \$14,580. When the City bought the building, it went off the tax roles. There is an opportunity to sell it back to a taxable entity. The value of the building at \$975,000 does not put value on taxes. The question becomes is the transfer of the property from the City to the U of I for purposes they state they will use it for, worth \$17,000 annually from the citizens of Moscow.

Delphine Keim (Moscow) heard the tax payer perspective, and understand the limited opportunities for revenue, the return of investment that arts provide. For every dollar spent on the arts, it is returned by \$5 minimally. Restaurants and places of businesses in the downtown corridor will benefit from people patronizing and spending money in their business, which balances out the tax issue.

Roger Rowley (Moscow) said he is in support of the sell of the police station to the U of I. As of August 1st, the University terminated the lease with 414 S Main St. Selling the police station provides a transition for the Pritchett gallery. The new tenant at the former location will be Moscow Contemporary. When the University completes the transformation, it will increase the appeal of Moscow. More art is more art to build a better community.

Mayor Lambert closed the public hearing at 9:36 p.m.

If the building went to auction, the City could put a minimum purchase price but could end up not selling the building. Council discussed past taxes on the Haddock building and future taxes on the police station.

Laflin moved that it is in the City's best interest to convey the current Moscow Police Station facility located at 118 E Fourth Street to the University of Idaho for the appraised value of \$975,000, and authorize such conveyance. Kelly seconded. Laflin amended her motion to include directing staff to negotiate a purchase and sell agreement and bring the ordinance forward at the next available Council



meeting. Kelly accepted the amendment. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

**7. Lot Division at 2209 Shelby Lane (ACTION ITEM) - Aimee Hennrich**

The applicant, Wesley Michaels, is requesting a lot division located at 2209 Shelby Lane. The existing lot is 24,325 sf in size and the applicant is proposing to divide the lot into two lots of approximately 12,039 sf and 12,229 sf in size. The subject property is currently vacant and is located within the Low Density, Single Family Residential Zoning District (R-1). Within the R-1 Zoning District lots are required to be no less than 9,600 square feet in size and each lot must have a minimum lot width of 80 feet. Flag lots are required to be at least 20 feet wide and no more than 150 feet long for the flag pole portion of the lot. The proposed lots meet all of the minimum standards for lots located within the R-1 Zone. This item was reviewed by the Public Works and Finance Committee on July 26, 2021 and recommended for approval.

**PROPOSED ACTIONS:** Approve the lot division request with no conditions; or approve the lot division request with conditions; or deny the lot division request; or take such other action deemed appropriate.

Hennrich introduced the item as written above. Needing no discussion, Laflin moved and Zabala seconded to approve the lot division with no conditions. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

**REPORTS**

**City Council**

*Planning and Zoning Commission* – Sullivan said the Commission approved a rezone and annexation near Robinson Park Road.

*Parks and Recreation Commission* – Kelly said the Commission talked a lot about “Goldening up Moscow” which is don't water if you don't have to. The City will be letting some of the parks lawns go dormant but not the ones that are high use.

*Sustainable Environment Commission* – The climate action group working hard and the Commission will continue discussing climate change throughout the year.

**Mayor**

The Mayor said he attended the regional Cal Ripken tournament, Rendezvous in the Park, and read to the PCEI kids about bumblebees. The airport board meeting discussed the terminal.

**Staff**

No report.

**ADJOURN**

It was moved, seconded and mutually agreed upon to adjourn at 9:50 p.m.

---

Bill Lambert, Mayor

ATTEST:

---

Laurie M. Hopkins, City Clerk

# CITY COUNCIL STAFF REPORT

DATE: Monday, August 16, 2021



## AGENDA ITEM TITLE

Disbursement Report July 2021 - Sarah Banks

## RESPONSIBLE STAFF

Sarah Banks, Finance Director

## REVIEWED BY

This was reviewed by the Public Works/Finance Committee on August 9, 2021.

## ADDITIONAL PRESENTER(S) OTHER RESOURCES

## DESCRIPTION

Accounts Payable Report for the month ending July 31, 2021. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of \$4,532,871.31. This item was reviewed by the Public Works Finance Committee on August 9, 2021 and approved as presented with digital signatures.

Payroll	\$1,704,874.00
Professional Services	\$118,217.00
Sanitation	\$314,734.00
Capital Outlay	\$599,897.00
Capital Outlay-Improvements	\$63,457.00
Capital Outlay-Buildings	\$714,635.00
Capital Outlay-Vehicles	\$29,380.00
Supplies	\$173,021.00
Utilities	\$77,314.00
Contractual Payments	\$545,123.00
ACH Wells Fargo	\$33,788.00
ACH	\$11,595.00
<b>Total</b>	<b>\$4,386,035.00</b>

## STAFF RECOMMENDATION

Receive the Disbursements Report for the month of July 2021.

## PROPOSED ACTIONS

**ACTION:** Receive the Disbursements Report for the month of July 2021.

## FISCAL IMPACT

## PERSONNEL IMPACT

## ATTACHMENTS

1. Disbursement Report July 2021
2. Revenue Report July 2021
3. Cash & Investments July 2021

4. Major Expenditures Report July 2021

**DISBURSEMENTS REPORT FOR JULY 2021**

DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE ACH	ACH	VOID CHECKS	PAYROLL	PAYROLL	PAYROLL	GRAND TOTALS
		7/1/2021	7/8/2021	7/15/2021	7/22/2021	7/29/2021	7/7/2021	7/2/2021		7/2/2021	7/16/2021	7/30/2021	
BATCH #		AP 7.2.2021	AP 7.9.2021	AP 7.16.2021	AP 7.23.2021	AP 7.30.2021	7/19/2021	7/16/2021		ID14	ID15	ID16	
CHECK #'s		98516-98604	98605-98680	98681-98758	98759-98823	98824-98874	AP 7.7.2021	AP 7.2.2021		AP 7.7.2021	AP 7.2.2021	AP 7.2.2021	
							AP 7.19.2021	AP 7.16.2021		AP 7.19.2021	AP 7.2.2021	AP 7.2.2021	
							AP 8/3/2021	AP 7.29.2021					
							July's CC ACHs	July's ACH's		21472-21473	21475-21478	21480-21481	
101	GENERAL	12,057.33	23,026.96	19,885.21	5,857.51	207,314.09		10,990.44		323,714.50	345,695.95	279,085.32	1,227,627.31
105	STREETS	1,753.63	336.23	22,229.03	43,671.06	0.46		2,380.61		27,563.19	25,637.53	22,452.73	146,024.47
120	RECREATION AND CULTURE	12,035.91	21,522.27	26,663.09	5,531.65	11,798.78				102,683.28	97,147.35	91,132.93	375,350.35
121	MSD COMM. PLAY FIELDS			608.76	229.50					1,963.14	2,065.68		4,867.08
123	1912 CENTER		7,916.67										7,916.67
128	TRANSIT CENTER		140.69	205.48	982.61								1,328.78
220	WATER	13,805.21	215.90	58,724.81	4,514.26	13,343.98		352.14		47,372.64	47,458.61	38,797.32	224,584.87
230	SEWER	16,714.26	57,652.83	36,613.99	11,759.69	126,859.85		3,009.49	17,914.08	50,047.24	46,885.84	45,257.55	412,714.82
240	SANITATION	529.00	110,861.79	376.65	654.57	79,984.20		163.26	186,353.62	5,516.77	5,615.00	5,033.01	395,087.87
290	FLEET	2,303.32	6,347.71	6,677.81	700.87	30,609.74		502.86		11,475.40	11,999.35	11,375.00	81,992.06
295	INFORMATION SYSTEMS	8,306.86	25,534.98	45.00	8,102.75			8,401.74		20,425.66	20,406.29	18,066.94	109,290.22
320	WATER CAPITAL PROJECTS			30,454.40	40,745.14								71,199.54
330	SEWER CAPITAL PROJECTS			341,442.50	226.93	826.35							342,495.78
340	SANITATION CAPITAL PROJ												0.00
350	CAPITAL PROJECTS	68,554.82	714,634.99		327,088.57	9,366.28		1,152.34	11,594.49				1,132,391.49
355	LID CONSTRUCTION												0.00
380	HAMILTON - PARKS & REC												0.00
590	BONDS & INTEREST												0.00
	<b>TOTAL</b>	<b>136,060.34</b>	<b>968,191.02</b>	<b>543,926.73</b>	<b>450,065.11</b>	<b>480,103.73</b>	<b>33,787.97</b>	<b>215,862.19</b>	<b>0.00</b>	<b>590,761.82</b>	<b>602,911.60</b>	<b>511,200.80</b>	<b>4,532,871.31</b>

WIRE Transfers:

\_\_\_\_\_ Maureen Laffin

\_\_\_\_\_ Sarah L. Banks, Finance Director

\_\_\_\_\_ Anne Zabala

\_\_\_\_\_ Art Betge

## RECEIPTS REPORT FOR JULY 2021

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	1,788,295.69	96,023.91	49,628.87	778,627.30	140,670.57	15,311.07	1,908.87	313,974.89	0.00	4,347.25	3,188,788.42
105	STREETS	301,733.45	0.00	0.00	312,975.16	21,792.46	0.00	0.00	184.00	0.00	0.00	636,685.07
120	RECREATION AND CULTURE	0.00	0.00	25.00	7,224.00	100,427.76	0.00	0.00	73.72	11,208.00	28.85	118,987.33
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,340.71	0.00	0.00	0.00	0.00	0.00	0.00	5,340.71
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,474.30	0.00	0.00	0.00	0.00	64.89	1,539.19
220	WATER	0.00	0.00	0.00	0.00	697,809.74	0.00	870.36	1,000.00	0.00	0.00	699,680.10
230	SEWER	0.00	0.00	0.00	0.00	892,528.53	0.00	289.70	804.94	0.00	0.00	893,623.17
240	SANITATION	0.00	0.00	0.00	0.00	460,382.69	0.00	0.00	0.00	0.00	0.00	460,382.69
290	FLEET	0.00	0.00	0.00	0.00	78,427.06	0.00	0.00	0.00	0.00	0.00	78,427.06
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	111,976.00	0.00	0.00	0.00	0.00	0.00	111,976.00
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
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	1,151.71	0.00	0.00	0.00	1,151.71
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	272.36	3,989.02	0.00	0.00	4,261.38
590	BOND & INTEREST	293,707.94	0.00	0.00	0.00	0.00	0.00	44.28	0.00	0.00	0.00	293,752.22
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
	<b>TOTAL</b>	<b>2,383,737.08</b>	<b>96,023.91</b>	<b>49,653.87</b>	<b>1,104,167.17</b>	<b>2,505,489.11</b>	<b>15,311.07</b>	<b>4,537.28</b>	<b>320,026.57</b>	<b>11,208.00</b>	<b>4,440.99</b>	<b>6,494,595.05</b>

**City of Moscow**  
**Cash and Investments**  
**Balances as of 7/31/2021**

Fund	Year to Date Balance
General Fund	\$ 12,125,890.51
Street Fund	\$ 2,455,955.54
Culture & Recreation	\$ 1,517,964.08
MSDCPF	\$ 187,969.88
1912 Fund	\$ 61,218.34
Transit Center	\$ 99,894.90
Water Fund	\$ 2,333,227.62
Sewer / WRRF	\$ 4,043,537.32
Sanitation Fund	\$ 2,941,839.30
Fleet Fund	\$ 4,784,734.29
Information Systems	\$ 2,728,327.57
Water Capital	\$ 5,902,908.88
Sewer Capital	\$ 14,896,608.43
Capital Projects	\$ 6,566,725.05
Sanitation Capital	\$ 6,681,134.30
LID construction	\$ 26,565.51
Hamilton	\$ 2,103,135.25
Bond & Interest	\$ 1,025,860.37
LID Funds	\$ 35,772.39
Payroll Service	\$ 995,181.46
<b>Total Cash &amp; Investments</b>	<b>\$ 71,514,450.99</b>



# CITY COUNCIL STAFF REPORT

DATE: Monday, August 16, 2021



## AGENDA ITEM TITLE

Renewal of Intermodal Transit Center Lease with SMART Transit - Gary J. Riedner

## RESPONSIBLE STAFF

Gary Riedner, City Supervisor

## REVIEWED BY

This was reviewed by the Administrative Committee on August 9, 2021 and recommended for approval.

## ADDITIONAL PRESENTER(S)

## OTHER RESOURCES

## DESCRIPTION

The City currently leases space in the Intermodal Transit Center to Regional Public Transportation (RPT) dba SMART Transit. The initial lease was executed on September 4, 2012, and the term was three years, expiring on September 30, 2015. In 2016, an amendment extended the term of the original lease for an additional five (5) years, expiring on September 20, 2020. Due to an oversight on the part of both the City and SMART, the lease was not renewed prior to expiration. SMART has been occupying the Intermodal Transit Center under the terms of the prior lease, pending the negotiation of a new lease. The attached lease has been updated and prepared by the City Attorney and reviewed by SMART Transit Executive Director Ben Aiman and the SMART Transit Board.

## STAFF RECOMMENDATION

Approve the Lease Agreement Between Regional Public Transportation (dba SMART Transit) and the City of Moscow, and approve the Resolution authorizing said Lease.

## PROPOSED ACTIONS

**ACTION:** Approve the Lease Agreement Between Regional Public Transportation (dba SMART Transit) and the City of Moscow, and approve the Resolution authorizing said Lease.

## FISCAL IMPACT

## PERSONNEL IMPACT

## ATTACHMENTS

1. 2021 Draft ITC Agreement\_CLEAN
2. Resolution 2021- ITC Lease



INTERMODAL TRANSIT CENTER FACILITY LEASE AGREEMENT  
BETWEEN REGIONAL PUBLIC TRANSPORTATION, INC. (dba SMART)  
AND CITY OF MOSCOW, IDAHO

THIS INTERMODAL TRANSIT CENTER FACILITY LEASE AGREEMENT BETWEEN REGIONAL PUBLIC TRANSPORTATION, INC. (dba SMART) AND CITY OF MOSCOW, IDAHO (hereinafter "Facility Lease") is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2021 by and between Regional Public Transportation, Inc., a Corporation of the State of Idaho, 1006 Railroad, Moscow, Idaho 83843 ("RPT") and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 ("CITY").

I. BASIC PROVISIONS.

The following basic provisions are a part of this Facility Lease:

A. Lessee. Regional Public Transportation, Inc. (RPT) is the LESSEE. RPT's current mailing address is PO Box 3854, Moscow, Idaho 83843.

B. Lessor. City of Moscow is the LESSOR. CITY's current mailing address is P O Box 9203, Moscow, Idaho, 83843.

C. Leased Premises, Common Space, and Exterior Common Space. The leased premises are a portion of the Moscow Intermodal Transit Center ("ITC Facility") located at 1006 Railroad Street, Moscow, Idaho and comprise approximately one thousand five hundred fifty two (1,552) square feet of space exclusively provided to RPT under the terms of this Facility Lease ("Premises") and shared use of approximately two thousand one hundred seventy seven (2,177) additional square feet to be used for public waiting areas, restrooms, hallways and building systems ("Common Space"), as well as exterior public transportation facilities which includes passenger boarding platforms, seven (7) employee parking spaces, eight (8) bus parking spaces and associated walking areas and vehicular access routes ("Exterior Common Space"), all as shown on the attached Exhibit "A", incorporated herein.

D. Permitted Use. The use of Premises by RPT permitted under this Facility Lease shall be limited to dedicated office and storage space and external parking space for the purposes of operating RPT's public transportation services, and Common Space to provide public waiting areas, restrooms, hallways and building systems associated with RPT's uses.

E. Initial Term and Commencement Date. This Facility Lease shall commence upon October 1, 2020 (the "Commencement Date") and shall end on September 30, 2025 ("Initial Term").

F. Rent. CITY shall provide Premises and associated Common Space with the payment of rent as specified herein. RPT shall pay CITY the monthly amounts as detailed in Section IV of this Facility Lease.

## II. GRANT OF PREMISES AND POSSESSION.

A. Grant of Premises. CITY leases to RPT and RPT leases from CITY the Premises subject to the terms and conditions of this Facility Lease.

B. Possession. CITY shall deliver possession of the Premises (including the rights, privileges, benefits, rights-of-way and easements now or in the future appurtenant to the Premises) to RPT on the Commencement Date. During the Initial Term, CITY covenants on behalf of itself and its respective successors and assigns to provide quiet and peaceable possession of the Premises to RPT, subject to the express provisions of this Facility Lease.

## III. INITIAL TERM AND RENEWAL TERM.

This Facility Lease shall commence upon October 1, 2020 and shall terminate upon September 30, 2025. Six (6) months prior to the termination of this Facility Lease, CITY shall notify RPT of the forthcoming termination of this Facility Lease and shall request written notice of RPT's intent to extend the term of this Facility Lease for an additional five (5) year period from the date of termination of the Initial Term. Such extended term shall be referred to as the "Renewal Term" and all relevant provisions of the Initial Term shall be in force and effect for such Renewal Term.

In the case where the term of this Facility Lease has expired and the CITY has failed to provide notice as required by the preceding paragraph, this Facility Lease shall be deemed renewed for a period of one (1) year from the date of expiration of this Facility Lease, and RPT shall be allowed to remain in possession of the Premises until September 30<sup>th</sup> of the year following the expiration.

## IV. PAYMENT OF OPERATING AND FACILITY COSTS.

A. Rent. RPT agrees to pay CITY, rent in the amount of one thousand four hundred seventy-four dollars and thirty cents (\$1,474.30) per month. The rent amount shall be increased annually in the amount equal to the average of the preceding three (3) years value for the month of March of the Consumer Price Index for All Urban Consumers (CPI-U): West Side B/C. This annual rate increase shall be effective upon October 1st of each year of the Initial Term for the following twelve (12) month period, to account for increased cost for janitorial, utility and building maintenance services and supplies incurred by CITY. If said Consumer Price Index is replaced by a new federal statistic, said new statistic shall be used in determining rental adjustments. This rent adjustment method shall continue through the Renewal Term.

B. Date and Form of Payments. Rent payments shall be paid monthly and shall be due by the 20<sup>th</sup> day of each month. All payments shall be made payable to "City of Moscow", and mailed to the attention of "Finance Department, PO Box 9203, Moscow, Idaho, 83843" or such different address or person as CITY shall provide to RPT by written notice.

## V. OPERATION OF PREMISES.

A. RPT's Use of Premises. The Premises shall be occupied and used by RPT only for

the Permitted Use and for no other purpose. RPT shall not commit waste on or in the Premises, Common Space or Exterior Common Space, or disfigure or deface any part of the building, grounds, or any other part or portion of the Premises, including fixtures, carpeting, or wall coverings (painted surfaces of the Premises). RPT further covenants that it will repair and maintain the furnishings, fixtures and equipment exclusively occurring within the Premises (but not including components, systems, and equipment that serve the overall ITC Facility, such as portions of mechanical, electrical and plumbing systems that serve the ITC Facility outside the Premises) at RPT's effort and expense throughout the Initial Term.

**B. CITY's Obligations.**

1. CITY shall provide repair, maintenance, and replacement materials and services to ITC Facility, Common Space and Exterior Common Space. CITY is not obligated or authorized to perform such work on or within the Premises, except by separate written agreement with RPT describing scope and cost assignment (if agreed upon by both parties to this Facility Lease).

2. CITY shall provide telecommunications services to RPT including the provision of local telephone service, telephone devices, telephone support services, and internet services. RPT shall be responsible for long distance calling charges for which CITY shall bill RPT on a monthly basis for actual long-distance calling costs incurred by RPT.

C. Utilities and Custodial Services. CITY shall be responsible for and shall promptly pay all charges to provider, when due, for water, natural gas, electricity, sanitation collection and disposal, custodial or other service (excluding television services) if used upon or furnished to the Premises or Common Space or Exterior Common Space. Unless caused by the negligent or intentional acts or omissions of CITY or its representatives, CITY shall not be liable in damages or otherwise for any failure or interruption of (i) any utility service being furnished to the Premises; or (ii) the heating, ventilating and air conditioning system. No such failure or interruption, whether resulting from a casualty or otherwise, shall entitle RPT to abate the payments RPT is required to make under this Facility Lease.

D. CITY shall be responsible for snow removal from sidewalks surrounding the ITC Facility, see Exhibit "B", in an as needed basis.

E. Sign. No permanent signs affixed to the Premises shall be installed, replaced or improved by RPT without CITY's prior written consent. All such installation, replacement, improvement or maintenance of signs shall be at RPT's sole expense.

F. Modification to Premises by RPT. RPT shall neither make nor undertake any modification or improvement to the Premises unless -CITY has given its prior written consent, which consent may be withheld, delayed or conditioned as CITY may elect in CITY's discretion. Such modification of the Premises shall comply with all of the following requirements:

1. RPT shall supply CITY with a complete set of construction drawings for CITY's review and approval at least sixty (60) days prior to RPT's proposed commencement of any construction work; and

2. RPT may perform construction as provided by Section V.E. or RPT shall retain a licensed and bonded contractor, approved in writing by CITY, to perform any construction work (for alterations, repair of fire or casualty, or other construction). The contractor shall carry public liability and property damage insurance, standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction.

G. Hazardous Material Use. RPT and CITY shall not cause or permit any Hazardous Material to be brought upon, kept, used, disposed, or discharged, in, on, from or about the Premises, Common Space, or Exterior Common Space by their agents, employees, contractors, customers, clients, guests or invitees except for typical motor vehicle fluids necessary for daily public transit vehicle operation and maintenance as incidental to RPT's permitted use of the Premises or CITY's maintenance, repair or other obligations for the Premises, and only in quantities that are less than the quantities that are required to be reported to governmental or other authorities under applicable law or regulations. RPT and CITY shall comply with all applicable laws and regulations regulating the use, reporting, storage, discharge and disposal of Hazardous Material. As used in this Facility Lease, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any federal, state or local governmental authority or political subdivision. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under applicable law; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl ("PCB"); (v) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321); (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Solid Waste Disposal Act (42 U.S.C. § 6903); (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601); (viii) defined as a "regulated substance" pursuant to Section 9001 of the Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. § 6991; (ix) considered a "hazardous chemical substance and mixture" pursuant to Section 6 of the Toxic Substance Control Act (15 U.S.C. § 2605); or (x) defined as a "pesticide" pursuant to Section 2 of the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136).

H. Covenant Against Liens. RPT shall not directly or indirectly create or cause to be created or to remain, and shall promptly discharge, at RPT's sole expense, any mechanics' lien or similar lien against the Premises which RPT created or caused to be created by RPT's work on the Premises. RPT has no authority or power to cause or permit any mechanics' lien or similar lien created by act of RPT, operation of laws, or otherwise to attach to or be placed upon CITY's title or interest in the Premises. Any lien against RPT shall attach only to RPT's leasehold interest in the Premises. RPT may contest, at RPT's sole expense, any lien, and the lien may remain, pending resolution of the challenge. RPT shall indemnify and hold CITY harmless from any and all loss, damage or expense occasioned by the lien challenge and shall provide such security as CITY may reasonably demand. If the lien is adjudged to be valid, the challenging party shall promptly pay and discharge the lien. CITY will not directly or indirectly create or cause to be created or to remain, and will promptly discharge, at CITY's sole expense, any mechanics' lien or similar lien against the Premises which CITY created or caused to be created by CITY's work on the Premises.

I. CITY's Right of Entry. After providing written notice to RPT not less than twenty-four (24) hours prior to an intended entry or with RPT's verbal consent, CITY and CITY's agents may enter the Premises to inspect the general condition and state of repair of the Premises. CITY's entry may be supervised by RPT. In the event of an emergency arising within the Premises that endangers property or persons, the notice requirement is waived by RPT.

## VI. CHANGES IN THE PARTIES.

A. Relationship of Parties. Nothing contained in this Facility Lease shall be construed as creating the relationship of principal or agent, partnership or joint venture. Neither the assignment of rent nor any other provision of this Facility Lease, nor any act of the parties, shall be deemed to create any relationship other than that of CITY and RPT.

B. Successors and Assigns. This Facility Lease shall benefit and bind the successors and permitted assigns of CITY and RPT.

C. Prohibition on RPT Assignment. RPT may not assign all or a part of this Facility Lease unless RPT first obtains the written consent of CITY.

## VII. LOSS AND DAMAGE TO PREMISES.

A. RPT's Possession at Own Risk. RPT covenants and agrees that neither CITY nor its agents shall be liable in any way for personal injuries or property damages sustained by RPT, its employees, visitors, or by any occupant of the Premises, or by any other persons or organizations claiming through RPT, resulting from the condition, state of repair, or use of the Premises, Common Space or Exterior Common Space, or any part thereof, or of any equipment therein or appurtenances thereto, or resulting directly or indirectly from any act or negligence of RPT or of any other person or persons excepting the CITY or its agent. Neither CITY nor its agents shall be liable for damage to RPT's personal property or for any loss suffered by RPT caused in any manner whatsoever.

B. Insurance. CITY shall insure the ITC Facility, including the Premises, Common Space and Exterior Common Space through CITY's policy with the Idaho Counties Risk Management Program (ICRMP) in the same or substantially similar fashion as CITY insures its other buildings. RPT shall have no obligation to obtain or pay for such insurance.

C. RPT's Insurance. No insurance is provided by CITY for RPT's personal property or for RPT's permitted business operations. RPT shall insure and be solely responsible for any and all lines of insurance coverage for business operations, and for personal property, of every kind or nature, which is not part of the Premises. RPT shall, at RPT's sole cost and expense, either obtain the insurance RPT and CITY deem advisable, or shall be deemed to be self-insured. RPT waives all rights on any insurance purchased by, or risk funding arrangements of, CITY.

D. Effect of One Party's Actions on Other Party's Insurance. Neither party shall do or permit to be done anything that shall invalidate any insurance carried by the other party.

E. Damage or Destruction of Premises. In the event of damage to, or destruction of the improvements to the Premises by fire or other casualty, CITY shall either (a) promptly repair such damage or cause such damage to be repaired, in which event the Facility Lease shall continue in full force and effect, or, if agreeable to RPT (b) terminate the Facility Lease upon written concurrence from RPT within ninety (90) days of the damage. In the event the damage is caused by the negligence or willful act or omission of the RPT, RPT shall be obligated to provide insurance proceeds to the extent such proceeds are available to repair, restore or rebuild and RPT shall deliver all insurance proceeds and/or assign any causes of action it may possess against any person or entity to CITY. If RPT elects to proceed under subsection (a) above, during the period of damage, distribution, repair, restoration or rebuilding, this Facility Lease shall remain in effect.

#### VIII. DEFAULT BY RPT OR CITY.

A. Default by RPT. RPT shall be in default under this Facility Lease if any of the following occur: (i) RPT fails to pay when due any payment required to be paid by RPT under this Facility Lease; (ii) RPT fails to perform or observe any other covenant, agreement or condition which RPT is required to perform or observe and the failure shall not be cured within thirty (30) calendar days after delivery of written notice to RPT of the failure (or, if the cure cannot be effected within the thirty (30) day period, then within the additional period of time as may be required to cure the default provided RPT is diligently and continuously pursuing the cure to completion).

B. Remedies of CITY. In the event of RPT's default as set forth in Section VIII.A., CITY shall have the remedies set forth in this Facility Lease by the giving of prior written notice to RPT at any time during the continuance of the event of default. CITY's remedies are cumulative and not alternative remedies.

1. Legal and Equitable Remedies. CITY shall have all remedies available at law or in equity.

2. Termination of Lease. In the event of a RPT default, in addition to all other rights and remedies available to CITY in law and equity, CITY may (i) change the locks and lock the doors to the Premises and exclude RPT from the Premises; (ii) enter the Premises and remove all persons and property therefrom without being liable for prosecution or any claim for damages for the removal; (iii) declare the Facility Lease terminated; (iv) commence litigation for any amounts due CITY and to become due under the Facility Lease, and for any damages sustained by CITY; or (v) hold RPT liable for the reasonable cost of obtaining possession of the Premises.

3. Advance. In the event of RPT's default, CITY may remedy the default for the account and at the expense of RPT. If CITY at any time, by reason of the default, is compelled to pay, or elects to pay, any money or do any act which will require the payment of any money, or is compelled to incur any expense, including attorneys' fees, in instituting or prosecuting any action or proceeding to enforce CITY's rights under this Facility Lease, the money paid by

CITY, with interest from the date of payment, shall be additional rent and shall be due from RPT to CITY as rent.

C. Default by CITY. CITY shall be in default under this Facility Lease if CITY fails to perform or observe any covenant, agreement or condition which CITY is required to perform or observe and the failure shall not be cured within sixty (60) calendar days after delivery of written notice to CITY by RPT of the failure (or, if the cure cannot be effected within the sixty (60) day period, then within the additional period of time as may be required to cure the default provided CITY is diligently and continuously pursuing the cure to completion).

D. Remedies of RPT. In the event of CITY's default as set forth in Section VIII.C., RPT shall have all rights provided at law or in equity, except RPT expressly waives any right to the abatement or withholding of Operating or Facility Costs payable to CITY under this Facility Lease (because such costs represent reimbursement for actual costs incurred by CITY for services and material provided to RPT). RPT's obligation to pay Operating and Facility Costs is independent of all other rights, and RPT may not withhold payment of such costs from CITY or pay to other parties or into any escrow or holding account because of the default or alleged default of CITY.

#### IX. TERMINATION OF FACILITY LEASE.

A. Events of Termination. This Facility Lease shall terminate upon the occurrence of one (1) or more of the following events: (i) by mutual written agreement of CITY and RPT; (ii) by CITY pursuant to the express provisions of this Facility Lease; (iii) upon expiration of the Initial Term or Renewal Term; (iv) by reason of Section VII.F. relating to destruction of the Premises; or (v) RPT may unilaterally terminate this Facility Lease by notifying CITY of early termination in writing not less than six (6) months prior to the noticed early termination date.

B. Surrender of Possession. In the event of early termination resulting from default by RPT, RPT will immediately surrender possession of the Premises to CITY. If possession is not immediately surrendered, CITY may, in compliance with the laws of the State of Idaho, re-enter and repossess the Premises and remove all persons or property. RPT shall restore the Premises to a broom clean and functional condition, with the exception of (i) ordinary wear and tear; and (ii) alterations, improvements and additions which CITY approved in writing prior to installation and which CITY has not directed RPT in writing to remove. If RPT fails to properly restore the Premises, CITY, at RPT's expense, may restore the Premises in any reasonable manner that CITY may choose. In the event of termination for any other reason, RPT shall have no obligation to surrender Premises.

#### X. CLAIMS AND DISPUTES.

A. Rights and Remedies Cumulative. Except as expressly provided in this Facility Lease, each party's rights and remedies described in this Facility Lease are cumulative and not alternative remedies.

B. Nonwaiver of Remedies. A waiver of any condition stated in this Facility Lease shall

not be implied by any neglect of a party to enforce any remedy available by reason of the failure to observe or perform the condition. A waiver by a party shall not affect any condition other than the one specified in the waiver and a waiver shall waive a specified condition only for the time and in the manner specifically stated in the waiver. The acceptance by CITY of payment previously due from RPT after termination of the Facility Lease or after termination of RPT's right of possession, shall not alter, diminish, affect or waive the Facility Lease termination, termination of possession, default or remedy.

C. Indemnification and Insurance. CITY is considered a Governmental entity under the Idaho Tort Claims Act (Idaho Code §§ 6-901 through 6-929). CITY's liability coverage is provided through Idaho Counties Risk Management Program (ICRMP). Limits of liability, CITY's indemnification hereunder, with respect to claims covered by the Idaho Tort Claims Act, are five hundred thousand dollars (\$500,000) Combined Single Limits, which amount is CITY's limit of liability under the Idaho Tort Claims Act. Nothing in this Facility Lease shall be construed to expand the liability of CITY beyond the limit of liability under the Idaho Tort Claims Act for any claims covered by such Act.

1. Indemnification between CITY and RPT:

- a. Unless otherwise determined by a condition of Federal Transit Administration Tiger II Grant No. ID-79-0001 Key No. 12905, CITY waives any and all claims and recourse against RPT, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to RPT's performance hereunder, except for liability arising out of the sole negligence of RPT or its officers, agents, or employees. RPT shall indemnify, hold harmless, and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of RPT's performance of this Facility Lease, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees.

If CITY is determined to be solely negligent by a final decision in a court of law and such sole negligence by CITY directly results in judgment(s), costs, and/or expenses to RPT, then CITY shall reimburse RPT for the portion of such judgment(s), costs and/or expenses attributed to CITY as a result of such determination of CITY's sole negligence.

- b. Unless otherwise required by a condition of Federal Transit Administration Tiger II Grant No. ID-79-0001 Key No. 12905, RPT waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to CITY's performance hereunder, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees. Further, subject to the limits of liability specified in Idaho Code §§ 6-901 through 6-929, known as the Idaho Tort Claims Act, CITY shall indemnify, hold harmless, and defend RPT against any and all claims, demands, damages, costs, expenses, or liability arising out of CITY's performance of this Facility Lease,



except for liability arising out of the sole negligence of RPT or its officers, agents, or employees.

If RPT is determined to be solely negligent by a final decision in a court of law and such sole negligence by RPT directly results in judgment(s), costs, and/or expenses to CITY, then RPT shall reimburse CITY for the portion of such judgment(s), costs and/or expenses attributed to RPT as a result of such determination of RPT's sole negligence.

2. Insurance Requirements for RPT. RPT shall obtain or require subtenants or contractors to obtain insurance of the types and in the amounts described below:

- a. Commercial General and Umbrella Liability Insurance. RPT (or subtenant and/or contractor) shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Premises and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from Premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. CITY shall be named as an Additional Insured. Commercial Auto Insurance. RPT (or subtenant and/or contractor) shall maintain a Commercial Auto policy with a Combined Single Limit of \$1,000,000; Underinsured and Uninsured Motorists limit of \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of \$5,000. Coverage shall include Non-Owned and Hired Car coverage. CITY shall be named as an Additional Insured.
- b. Personal property. RPT (or subtenant and/or contractor) shall purchase insurance to cover RPT's (or subtenant's or contractor's) personal property. In no event shall CITY be liable for any damage to or loss of personal property sustained by RPT (or subtenant and/or contractor), whether or not insured, even if such loss is caused by the negligence of RPT, its employees, officers or agents.
- c. Workers' Compensation. Where required by law, RPT (or subtenant and/or contractor) shall maintain all statutorily required coverages including Employer's Liability. Notification. CITY and RPT shall promptly notify the other party of any claim arising under, or otherwise related to, the provisions hereof. CITY and RPT shall cooperate with the other party in defense of such claims.
- d. RPT shall provide a Certificate of Insurance for the Insurance Requirements of this Facility Lease, evidencing coverage pursuant to this Facility Lease. Notice of claim or incident shall be given to the

representative for the party by the party receiving such claim or incident.

### 3. Insurance by Third Parties.

During the Initial Term (and any Renewal Term) of this Facility Lease, subtenants or contractors of RPT shall be required to carry the types and limits of insurance shown in this Facility Lease Section C. Indemnification and Insurance, and to provide CITY with a Certificate of Insurance showing compliance thereto. At any time, CITY reserves the right to amend insurance requirements or require a security bond, if circumstances warrant such action. Additionally, and at its sole option, CITY may request certified copies of required policies and endorsements of RPT's subtenants and/or contractors. Such copies shall be provided within ten (10) days of CITY's request. All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho. RPT shall furnish CITY with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage CITY choose to maintain. All certificates shall provide for thirty (30) days' written notice to CITY prior to cancellation or material change of any insurance referred to therein. All policies shall contain waiver of subrogation coverage or endorsements, and shall list CITY as an additional insured.

Failure of CITY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CITY to identify a deficiency from evidence that is provided shall not be construed as a waiver of RPT's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Facility Lease at CITY's option. By requiring insurance herein, CITY does not represent that coverage and limits will necessarily be adequate to protect RPT, and such coverage and limits shall not be deemed as a limitation on RPT's liability under the indemnities granted to CITY in this Facility Lease. RPT shall require any subtenants or contractors to comply with the insurance provisions of this Facility Lease. In the event RPT is not occupying space and is enforcing the subtenant's compliance with these insurance provisions, RPT shall not be responsible, as a requirement of this Facility Lease, to maintain the specific insurance required for subtenants and contractors of this Facility Lease.

### D. Hazardous Material Indemnification

1. By CITY. During and after the Initial Term of this Facility Lease, CITY shall indemnify and hold RPT harmless from any and all costs (including costs of remediation or cleanup and any proceedings related thereto), claims, judgments, damages, penalties, fines, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space or any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Initial Term as a result of CITY's breach of the obligations stated in Section V.F. regarding Hazardous Material. This indemnification of RPT by CITY includes, without limitation, costs incurred in connection with any investigation of

site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the preceding, if the presence of any Hazardous Material on the Premises caused or permitted by CITY results in any contamination of the Premises, CITY shall promptly take all actions at CITY's sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any Hazardous Material to the Premises.

2. By RPT. During and after the Term of this Facility Lease, RPT shall indemnify and hold CITY harmless from any and all costs (including costs of remediation or cleanup and any proceedings related thereto), claims, judgments, damages, penalties, fines, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space or any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of RPT's breach of the obligations stated in Section V.F. regarding Hazardous Material. This indemnification of CITY by RPT includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the preceding, if the presence of any Hazardous Material on the Premises caused or permitted by RPT results in any contamination of the Premises, RPT shall promptly take all actions at RPT's sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any Hazardous Material to the Premises.

E. Dispute Resolution. If the parties disagree regarding the performance of this Facility Lease, then the parties agree to engage in direct discussions to settle the dispute. If the disagreement cannot be settled by direct discussions, the) the parties may agree to attempt to settle the disagreement in an amicable manner by mediation. Thereafter, any unresolved disagreement arising from or relating to this Facility Lease or a breach of this Facility Lease shall be resolved as provided by law. The provisions of this Section X.F. shall not apply to disputes arising from RPT's default in the performance of any obligation to make Operating or Facility Cost payments as provided herein.

F. Attorney Fees and Costs. If a party is in default under this Facility Lease, then the defaulting party shall pay to the other party attorney fees and costs (i) incurred by the other party after default and referral to an attorney; and (ii) incurred by the prevailing party in any litigation (including any attorney fees on appeal).

G. Jurisdiction and Venue. It is agreed that this Facility Lease 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.

H. Interpretation. The law of the State of Idaho shall govern this Facility Lease. The

courts in the State of Idaho shall have exclusive jurisdiction. The invalidity of any portion of this Facility Lease shall not affect the validity of any other portion of this Facility Lease. This Facility Lease constitutes the entire, completely integrated agreement regarding the lease of Premises from CITY to RPT and supersedes all prior memoranda, correspondence, conversations and negotiations in regard to such Facility leasing. Whenever the consent of either party is required to an action under this Facility Lease, consent shall not be unreasonably withheld or delayed.

#### XI. GENERAL PROVISIONS.

A. Notices. All notices under this Facility Lease shall be in writing and shall be deemed to be delivered on the date of delivery if delivered in person or by fax, or on the date of receipt if delivered by U.S. Mail or express courier. Proof of delivery shall be by affidavit of personal delivery, machine generated confirmation of fax transmission, or return receipt issued by U.S. Postal Service or express courier. Notices shall be addressed to the address set forth below:

RPT:	CITY:
Regional Public Transportation dba SMART	City of Moscow
PO Box 3854	PO Box 9203
Moscow, ID 83843	Moscow, ID 83843

B. No Brokers. Each party hereto represents and warrants to the other party that the representing party has no arrangement with any realtor, broker or agent in connection with the negotiations of this Facility Lease. Each party agrees to defend, indemnify and hold the other party harmless from any cost, expense or liability for any compensation, commission or charges claimed by any realtor, broker or agent arising out of the actions of the indemnifying party with respect to this Facility Lease.

C. Non-recording. This Facility Lease shall not be recorded. A Memorandum of Lease executed by both parties hereto may be recorded.

D. Time is of the Essence. Time is of the essence with respect to the obligations to be performed under this Facility Lease. RPT and CITY understand that the Premises has been funded in whole or in part with funds from the Federal Transit Administration (FTA), U.S. Department of Transportation. As such, the following provisions apply:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the RPT and CITY agree that they will not discriminate against any person in the United States from participating in, denied the benefits of or otherwise subject that person to discrimination under the use, benefit, participation, enjoyment or treatment of the subject Premises, or an employee or applicant for employment, because of race, color, creed, national origin, sex, age, or disability. In addition, the RPT and CITY agree to comply with applicable Federal implementing regulations and other

implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the RPT and CITY agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect the lease of the Premises during the course of this Facility Lease. RPT and CITY agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, RPT and CITY agree to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, RPT and CITY agree to refrain from discrimination against present and prospective employees for reason of age. In addition, RPT and CITY agree to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, RPT and CITY agree that they will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, RPT and CITY agree to comply with any implementing requirements FTA may issue.

(3) RPT and CITY also agree to include these requirements in each sublease issued on the Premises.

E. Non-use of Names and Trademarks. No party to this Facility Lease shall, without express written consent in each case, use any name, trade name, trademark, or other designation of any other party hereto (including contraction, abbreviation, or simulation) in advertising, publicity, promotional, or similar activities or context.

XII. SIGNATURES

RPT

CITY

Regional Public Transportation, Inc.  
dba SMART

City of Moscow, Idaho

\_\_\_\_\_

\_\_\_\_\_  
Bill Lambert, Mayor

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Laurie M. Hopkins, City Clerk

Date: \_\_\_\_\_

ACKNOWLEDGMENT

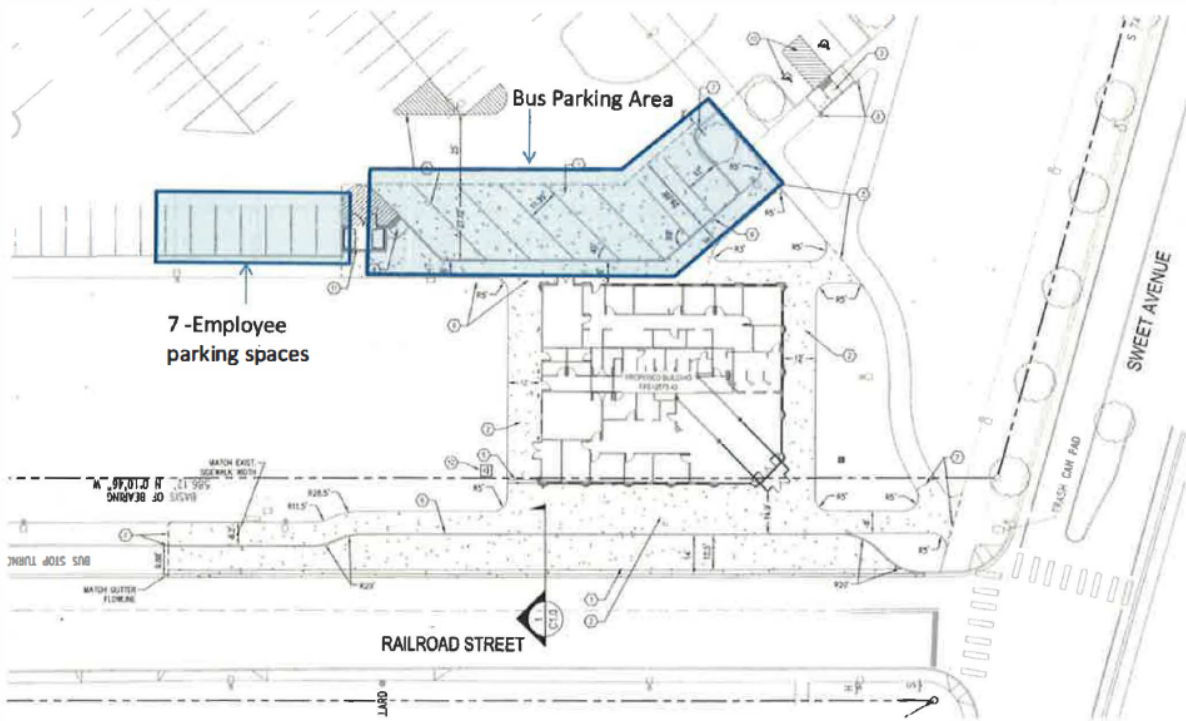
STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for said State, appeared \_\_\_\_\_, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Regional Public Transportation, Inc. dba SMART, with authority to bind SMART to the terms of this Agreement.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

Exhibit A: Premises







# Exhibit B



**RESOLUTION NO. 2021 –**

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO AUTHORIZE THE LEASE OF THE INTERMODAL TRANSIT CENTER FACILITY TO REGIONAL PUBLIC TRANSPORTATION, INC. (dba SMART).; PROVIDING THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

**WHEREAS**, the City of Moscow owns the Intermodal Transit Center Facility with the purpose of facilitating public transportation within the City; and

**WHEREAS**, the City of Moscow initially leased the Intermodal Transit Center Facility to Regional Public Transportation, Inc. (dba SMART) on September 4, 2012 to use as a base for their public transportation services; and

**WHEREAS**, the initial lease was for a three-year term which was renewed for one additional five-year term only; and

**WHEREAS**, the lease renewal terminated on September 30, 2020; and

**WHEREAS**, Regional Public Transportation, Inc. (dba SMART) has consistently and satisfactorily operated the Intermodal Transit Center Facility in accordance with the terms of the initial lease and the renewal for the entirety of the past nine years and desires to enter into a new lease; and

**WHEREAS**, the City of Moscow desires to continue leasing the Intermodal Transit Center Facility to Regional Public Transportation, Inc. (dba SMART); and

**WHEREAS**, Idaho Code §50-1407 authorizes the Mayor and City Council to lease City-owned property that is not otherwise needed for city purposes, by resolution;

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

That the Lease of the Intermodal Transit Center Facility to Regional Public Transportation, Inc. (dba SMART) as attached is determined to be just and equitable and is hereby approved.

**EFFECTIVE DATE.** This Resolution shall be effective upon its passage and approval.

**PASSED AND APPROVED** by the Mayor and City Council of the City of Moscow, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Bill Lambert, Mayor

**CERTIFICATION.** 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 \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Laurie M. Hopkins, City Clerk

DRAFT

# CITY COUNCIL STAFF REPORT

DATE: Monday, August 16, 2021



## AGENDA ITEM TITLE

Public Hearing: Proposed FY2022 Fee Resolution (ACTION ITEM) - Gary J. Riedner

## RESPONSIBLE STAFF

Gary Riedner, City Supervisor

## REVIEWED BY

## ADDITIONAL PRESENTER(S)

## OTHER RESOURCES

## DESCRIPTION

Any fee increase being proposed by more than 5% or any new fees require a public hearing pursuant to Idaho Code 63-1311A. Additionally, as required by Idaho Code 63-1311, the City's fees collected shall be reasonably related to the actual cost of the service provided. Staff will discuss proposed fee increases for the FY2022 budget year, which support the FY2022 budget adopted by City Council after a public hearing held August 2, 2021. The fee increases are due to the additional costs associated with the delivery of services, including administration, operations and maintenance.

Fees proposed to be adjusted include the following: land use and development fees, permit fees and fees related to inspections. Increases to water service rates; sewer service rates and the addition of stormwater rates. Other miscellaneous fee changes are included in fiber optic service license fees, Farmers Market fees, Artwalk and Palouse Plein Air fees, and shared mobility operator fees.

## STAFF RECOMMENDATION

Approve the attached FY2022 Fee Resolution.

## PROPOSED ACTIONS

**PROPOSED ACTIONS:** Conduct the public hearing and after considering testimony, approve the attached FY2022 Fee Resolution with or without changes; or take such other action deemed appropriate.

## FISCAL IMPACT

## PERSONNEL IMPACT

## ATTACHMENTS

1. Resolution 2021-\_\_ FY2022 Fee Resolution DRAFT

**RESOLUTION NO. 2021 – \_\_\_\_**

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING FOR THE EFFECTIVE DATE OF ALL FEES.

**WHEREAS**, Pursuant to Idaho Code Sections 63-1311 and 63-1311A, the City may impose and cause to be collected fees that are reasonably related to the actual cost of the service being rendered, regarding City fees for services and fee increases; and

**WHEREAS**, City Council deems it advisable to adopt existing fees set by earlier ordinances and resolutions in one general fee resolution; and

**WHEREAS**, City Council has determined that the revised fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged;

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

1. That the fees set forth in Exhibit “A” attached hereto and made a part hereof, be in full force and effect in all matters relating to fees from and after the 1st day of October, 2021.
2. That this Resolution replaces Resolution 2020-21.
3. That any Resolution or provision thereof which is inconsistent with this Resolution is hereby repealed.

**PASSED BY THE CITY COUNCIL AND APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Bill Lambert, Mayor

**CERTIFICATION.** 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 \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Laurie M. Hopkins, City Clerk

**CITY OF MOSCOW  
FY2022 FEE SCHEDULE**

RESOLUTION NO. 2021 – \_\_\_\_

EXHIBIT “A”

EFFECTIVE 10-01-2021

SUBJECT	FEE
<b>LAND USE AND DEVELOPMENT FEES</b>	
A. Conditional and Special Use Permits	<u>525.00</u> <del>500.00</del>
B. Variance	<u>525.00</u> <del>500.00</del>
C. Zoning or Comprehensive Plan Amendments	<u>1,000.00</u> <del>895.00</del>
D. Annexation Request (includes Comprehensive Plan and Zoning Review)	990.00
E. Planned Unit Developments and Design Reviews	
1. Preliminary or Major Amendment	<u>675.00</u> <del>565.00</del>
2. Final PUD	<u>430.00</u> <del>425.00</del> plus 27.00 per lot
3. Minor Amendment or Design Review (where required)	<u>285.00</u> <del>220.00</del>
F. Subdivision Plat	
1. Preliminary Plat	<u>920.00</u> <del>895.00</del>
2. Final plat	<u>445.00</u> <del>425.00</del> plus 27.00 per lot
G. Lot Division Request	<u>350.00</u> <del>325.00</del> plus 15.50 per lot
H. Lot Line Adjustment Request	<u>210.00</u> <del>200.00</del> plus 15.50 per lot
I. Multi Family or Commercial Site Plan Review or Parking Lot Development or Modification Review:	<u>130.00</u> <del>85.00</del> plus 5.50 per parking space
J. Fence Permit (fences over six feet in height may require a structural building permit)	29.50
K. Accessory Structure Permit (One-story detached residential accessory building used as tool and storage sheds with a floor area less than 200 sq. ft. and where no building permit is required)	29.50
L. Floodplain Development Permit	<u>75.50</u> <del>72.50</del>
M. Sign Permits (Additional electrical permit required for electrical signs)	
1. Permanent Signs	<u>75.50</u> <del>72.50</del>
2. Portable Signs	29.50
3. Temporary Signs	16.00
N. Mobile Home Park Fees	
1. Plan Review of Mobile Home Parks	<u>560.00</u> <del>535.00</del>
2. Final Plan Review of Mobile Home Parks	<u>262.50</u> <del>250.00</del>
3. Construction Permits (to be issued by the Administrative Authority upon approval of all final plans by the City Council to start construction)	<u>525.00</u> <del>500.00</del> plus 6.50 per lot
O. Recreational Vehicle Parks	
1. Preliminary Plan Review Fee	<u>462.00</u> <del>440.00</del>
2. Final Plan Review Fee	<u>262.50</u> <del>250.00</del>
P. Telecommunications Zoning Review	<u>262.50</u> <del>250.00</del>
Q. Appeals (For an appeal of any decision of City board and/or commission, Zoning Administrator determination, or Building Official Determination)	<u>262.50</u> <del>250.00</del>
<b>GRADING PERMIT FEES</b>	

<b>A. Grading Plan Review Fees</b>		
1. 50 cubic yards or less		no fee
2. 51 to 100 cubic yards		29.40
3. 101 to 1,000 cubic yards		43.00
4. 1,001 to 10,000 cubic yards		58.00
5. 10,001 to 100,000 cubic yards		58.00 for 1 <sup>st</sup> 10,000 cubic yards plus 29.00 for each additional 10,000 cubic yards or fraction thereof
6. 100,001 cubic yards to 200,000 cubic yards		320.00 for 1 <sup>st</sup> 100,000 cubic yards plus 16.25 for each additional 10,000 cubic yards or fraction thereof
7. 200,001 cubic yards or more		483.50 for 1 <sup>st</sup> 200,000 cubic yards plus 8.65 for each additional 10,000 cubic yards or fraction thereof
<b>B. Grading Permit Fees</b>		
1. Permit Issuance Fee		26.50
2. 50 cubic yards or less		29.50
3. 51 to 100 cubic yards		43.00
4. 101 to 1,000 cubic yards		43.00 for 1 <sup>st</sup> 100 cubic yards plus 20.50 for each additional 100 cubic yards or fraction thereof
5. 1,001 to 10,000 cubic yards		228 for 1 <sup>st</sup> 1,000 cubic yards plus 17.25 for each additional 1,000 cubic yards or fraction thereof
6. 10,001 to 100,000 cubic yards		383.00 for 1 <sup>st</sup> 10,000 cubic yards plus 78.25 for each additional 10,000 cubic yards or fraction thereof
7. 100,001 cubic yards or more		1,088.00 for 1 <sup>st</sup> 100,000 cubic yards plus 43.00 for each additional 10,000 cubic yards or fraction thereof
<b>BUILDING PERMIT FEES</b>		
A. Permit Issuance Fee (charged with all permits except flat fee and commercial and institutional permits)		<del>28.75</del> 27.50
B. Plan Review Fee (Only for projects over \$10,000 in valuation, excluding commercial windows, doors and roofs.)		65% of building permit fee (40% of building permit fee for duplicate plans)
C. Plan Review Deposit (credited toward plan review fee)		500.00
D. Building Permit Fees		
<i>Valuation based on the ICC Building Valuations as published in the February issue of the Building Safety Journal with the following additions:</i>		
<i>Decks \$13.00 sq ft</i>		
<i>Porches \$19.00 sq ft</i>		
<i>Pole Buildings \$20.00 sq ft</i>		
<i>Unfinished Basement \$43.00</i>		
<b>Foundation Permits for Modular Homes:</b>		
<i>Crawl Space \$21.40</i>		
<i>Unfinished Basement \$43.00</i>		
<i>Finished Basement \$107.08</i>		
<u>Total Valuation</u>		<u>Valuation Fee</u>
\$1.00 to \$500.00		27.50

\$501.00 to \$2,000	27.00 for first 500.00 plus 3.50 for each additional 100 or fraction thereof to and including 2,000
\$2,001 to \$25,000	79.50 for the first 2,000 plus 14.50 for each additional 1,000 or fraction thereof, to and including 25,000
\$25,000 to \$50,000	413.00 for first 25,000 plus 10.50 for each additional 1,000 or fraction thereof, to and including 50,000
\$50,001 to \$100,000	675.50 for the first 50,000 plus 7.50 for each additional 1,000 or fraction thereof to and including 100,000
\$100,000 and up	1050.50 for first 100,000 plus 6.00 for each additional 1,000 or fraction thereof.
<b>E. Other inspections and flat fee permits</b>	
1. Inspections outside normal business hours (per hour; minimum charge – 2 hrs.)	<u>69.00</u> <del>66.50</del>
2. Re-inspection fee	<u>69.00</u> <del>66.50</del>
3. Inspection for which no fee is specifically indicated (per hour; minimum charge - one-half hour)	<u>69.00</u> <del>66.50</del>
4. Special Inspection (when required by the Building Official)	<u>69.00</u> <del>66.50</del>
5. Additional plan review required by changes, additions or revisions to approved plans (per hour; minimum charge – one-half hour)	<u>69.00</u> <del>66.50</del>
6. Structure Moving permit	<u>69.00</u> <del>66.50</del>
7. Inspection of building to be moved	same as Certificate of Compliance inspection
8. No Permit – Failure to obtain a permit before commencing work	fee equal to the building permit fee
9. Certificate of Compliance Inspection	
a. Building Ins. (structural & zoning)	<u>69.00</u> <del>66.50</del>
b. Commercial Roofing	<u>69.00</u> <del>66.50</del>
c. Foundation only	<u>69.00</u> <del>66.50</del>
d. Existing wood stove	<u>69.00</u> <del>66.50</del>
e. Electrical	<u>69.00</u> <del>66.50</del>
f. Plumbing	<u>69.00</u> <del>66.50</del>
g. Heating (mechanical)	<u>69.00</u> <del>66.50</del>
10. Demolition Permit	
a. Simple Demolition (non-structural alterations)	<u>60.25</u> <del>57.50</del>
b. Complex Demolition (structural or complete building demolition)	<u>257.25</u> <del>245.00</del>
11. Re-roofing permits for residential structures up to four units (commercial re-roofs require full building permit).	<u>63.00</u> <del>60.00</del>
12. Residing permit (residential up to four units, commercial requires full building permit)	<u>63.00</u> <del>60.00</del>
13. Residential Window & Exterior and Fire Door Installations (residential up to four units, commercial projects require full building permit)	<u>63.00</u> <del>60.00</del>
14. Installation Permits for Mobile/Manufactured Homes and Prefabricated Storage Buildings 300 square feet or less with	<u>63.00</u> <del>60.00</del>



Manufacturer's Structural Plans (for installations not involving permanent foundations. Additional fees may apply for foundation permits.)	
15. Certificate of Occupancy – Existing Commercial Buildings (includes life safety inspections)	<u>69.00</u> <del>66.50</del>
16. Installation Permit for Mobile / Manufactured Homes when that installation includes electrical and plumbing. No additional electrical or plumbing permits required.	<u>178.50</u> <del>170.00</del>
<b>Plumbing Permit Fees</b>	
A. Permit issuance fee (charged with all permits except flat fee and commercial and institutional permits)	<u>28.75</u> <del>27.50</del>
B. Plumbing residential permit – per dwelling unit (single family and two family only)	<u>20.50</u> <del>19.50</del> plus 10.00 per plumbing fixture
C. Plumbing appliance installation (water heaters and boilers)	<u>20.50</u> <del>19.50</del>
D. Commercial (includes multi-family dwellings, fraternities and sororities) Fee based on contract price:	
1. 0 - \$2,000 Contract Price	30.00 plus 4% contract price up to 2,000
2. \$2,000 - \$10,000 Contract Price	110.00 plus 3% of contract price over 2,000
3. \$10,000 - \$100,000 Contract Price	350.00 plus 2% of contract price over 10,000
4. Over \$100,000 Contract Price	2,150 plus 1% of contract price over 100,000
E. Additional fees: in addition to aforementioned permit fee and residential or commercial/industrial fees, the following charges will be made:	
1. Each lawn sprinkler system backflow device	<u>13.65</u> <del>13.00</del>
2. Vacuum breakers or backflow	<u>13.65</u> <del>13.00</del>
3. For each gray water system	<u>69.00</u> <del>63.00</del>
4. Fire sprinkler inspection and plan review	<u>125.00</u> <del>120.00</del> plus 2.00 per sprinkler head
<b>Electrical Permit Fees</b>	
A. Permit issuance fee (charged with all permits except flat fee and commercial and institutional permits)	<u>28.75</u> <del>27.50</del>
B. Temporary service	<u>20.50</u> <del>19.50</del>
C. New Residential Electrical Permit - per dwelling unit (single family and two family only)	
1. New Dwelling unit electrical service and wiring	<u>0.118</u> <del>0.115</del> /sq. ft.
2. Electric Furnaces and unit space heaters (per appliance)	<u>5.75</u> <del>5.50</del>
D. Alterations and Others	
1. Electrical Service Change Out	<u>65.00</u> <del>63.00</del>
2. Extension or addition of up to six (6) circuits	<u>42.00</u> <del>40.00</del>
3. Extension or addition of more than six (6) circuits	<u>65.00</u> <del>62.00</del>
4. Electric Furnaces, Heat Pump, Air Conditioners, Unit Space Heaters and Ventilation Fans (per appliance)	<u>7.75</u> <del>7.50</del>
5. Domestic Water Pumps	<u>31.50</u> <del>30.00</del>
E. Commercial (includes multi-family dwellings, fraternities and sororities, and distribution wiring and pedestals for mobile parks). Fee based on contract price:	
1. \$0 – \$2,000 contract price	30.00 plus 4% of contract price up to 2,000

2. \$2,000 - \$10,000 contract price	110.00 plus 3% of contract price over 2,000
3. \$10,000 - \$100,000 contract price	350.00 plus 2% of contract price over 10,000
4. Over \$100,000 contract price	2,150 plus 1% of contract price over 100,000
<b>Gas/Mechanical Permit Fees</b>	
<b>A. Gas/Mechanical Permits</b>	
1. Permit Issuance Fee (charged with all permits except flat fee and commercial permits)	<u>28.75</u> <del>27.50</del>
2. Residential install of gas fueled furnace, water heater, boiler, fireplace, unit or space heater, per appliance by the BTU as follows:	
a. 0 – 180 thousand BTU	<u>34.65</u> <del>33.00</del>
b. 181 thousand BTU and above	<u>43.00</u> <del>41.00</del>
3. Gas Piping – Fixture or appliance outlets (per outlet)	<u>9.50</u> <del>9.00</del>
4. Wood/Pellet Stoves	<u>20.50</u> <del>19.50</del>
5. Air handlers, for each air-handling unit, including ducts attached thereto	<u>18.00</u> <del>17.25</del>
6. Commercial (includes multi-family dwellings, fraternities and sororities) Fee based on contract price:	
a. \$0 - \$2,000 Contract Price	30.00 plus 4% of contract price up to 2,000
b. \$2,000 - \$10,000 Contract Price	110.00 plus 3% of contract price over 2,001
c. \$10,000 - \$100,000 Contract Price	350.00 plus 2% of contract price over 10,000
d. Over \$100,000 Contract Price	2,150 plus 1% of contract price over 100,000
7. Installation, relocation or replacement of each appliance vent installed and not included in an appliance permit.	<u>11.50</u> <del>11.00</del>
8. Repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, or similar system, including installation of controls regulated by this Code.	<u>23.50</u> <del>22.50</del>
9. For each ventilation fan connected to a single duct	<u>11.50</u> <del>11.00</del>
<b>ENGINEERING SERVICES</b>	
A. Engineering public improvement plan review (2 submittals)	<u>130.00</u> <del>125.00</del> plus <u>38.00</u> <del>36.50</del> per plan sheet
B. Engineering extended plan review (3rd submittal and beyond) for: Multi-Family and Commercial Site Plan Reviews Parking Lot Development or Modification Reviews Public Improvements Plan Reviews Other Miscellaneous Plan Reviews	<u>60.50</u> <del>57.75</del> / hour
C. Engineering grading plan review including erosion control agreement	<u>136.50</u> <del>130.00</del> each
D. Grading Permit Security Deposit	3% of estimated total cost of grading and excavation
E. Engineering telecommunication review – on City facilities only	<u>1,875.00</u> <del>1,785.00</del> each
F. Engineering review of revisions or modification to existing telecommunications facilities on City facility	<u>220.00</u> <del>210.00</del>
G. Engineering development agreements including legal review	<u>275.50</u> <del>262.50</del>
H. Engineering monumentation agreements including legal review	<u>131.25</u> <del>125.00</del>

I. Engineering inspection (subdivision, PUD, commercial, and multi-family residential)	1.25% of public improvements construction cost as verified by City
J. Engineering “as-constructed” plan preparation	<del>275.50</del> <del>262.50</del> plus <del>38.00</del> <del>36.75</del> per plan sheet
K. Engineering easement document review/preparation	<del>77.00</del> <del>73.50</del>
L. Highway right-of-way use permits and parade permits through Idaho Transportation Department	<del>110.00</del> <del>105.00</del> each
M. Right of Way encroachment agreements – administrative	<del>75.60</del> <del>72.00</del> each
N. Right of Way encroachment agreements – council action	<del>136.50</del> <del>130.00</del> each
O. Engineering variance – Council Action	<del>136.50</del> <del>130.00</del>
P. Right-of-Way Vacation Request (Includes publication and registered mailings)	<del>695.00</del> <del>660.00</del>
Q. Address Change Fee	27.00
R. No Permit – Non-Compliance Review Fee (one-hour minimum)	<del>69.00</del> <del>63.00</del> / hour
<b>Engineering Publications and Printing</b>	
A. Maps	
1. 8 ½ x 11 City Limit	1.00
2. 11 x 17 City Limit	1.00
3. 22 x 30 City Limit	1.50
4. 22 x 30 Zoning Map	1.50
5. Address, City Limit, Area of City Impact, Comprehensive Plan, Zone, L.I.D., Plat, Street Numbers, Water, Storm, Sanitary, Road, Street and other miscellaneous maps	5.00
6. Digital Contours (per tile)	125.00
B. Printing and Copies	
1. Copier	
a. 8 ½ x 11	0.10
b. 8 ½ x 14	0.25
c. 11 x 17	0.50
d. 18 x 24	1.00
e. 24 x 36	2.00
f. 24” Roll	1.00/foot
g. 36” Roll	1.25/foot
2. Digital Copies	
a. Standard Drawings	5.00/page
b. Construction Drawings	1.00/page
3. Plotter	
a. Prints	
i. 8 ½ x 11	2.00
ii. 11 x 17	2.50
iii. 18 x 24	3.00
iv. 24 x 36	5.00
v. 24” Roll	2.00/foot
vi. 30” Roll	2.50/foot
vii. 36” Roll	3.00/foot
viii. 36” Color	4.00/foot

ix.	42" Roll	4.50/foot
x.	42" Color	5.00/foot
xi.	Plot Set up Fee (per additional layer)	5.00
b. Orthophotos		
i.	8 ½ x 11	3.00
ii.	11 x 17	4.00
iii.	18 x 24	5.00
iv.	24 x 36	10.00
v.	24" Roll	5.00/foot
vi.	30" Roll	6.00/foot
vii.	36" Roll	7.50/foot
viii.	42" Color	9.00/foot
ix.	Plot Set up Fee (per additional layer)	5.00
C. Documents		
1.	Comprehensive Water System Plan (free on website)	35.00
2.	Comprehensive Sewer System Plan (free on website)	35.00
3.	Multimodal Transportation Plan (free on website)	35.00
4.	<u>Standard Drawings (free on website)</u>	<u>5.00</u>
5.	<u>Construction Specifications (free on website)</u>	<u>5.00</u>
4.6.	<del>Standard Drawings/Construction Specifications (Hard Copy) for single page cost see printing and copies.</del>	<del>5.00 / 5.00</del>
5.	<del>Standard Drawings/Construction Specifications (Digital) — For single page cost see digital copies.</del>	<del>50.00 / 25.00</del>
<b>Sewer Permit Fees and Charges</b>		
A.	Permit Fee	40.00
B.	No Permit – Noncompliance Review Fee (one-hour minimum)	60.00/hour
C.	Sewer Tapping Fee (The customer will provide the excavation required to expose the main, pump out ground water, shore or slope hole as needed, provide traffic control as needed, fill/compact, and make temporary street patch as needed.)	190.00
D.	SE Moscow Water and Sewer District Tapping Fee Surcharge (Properties Outside City Limits)	5.00
E. General Facilities Charge		
1.	Single family	<del>2,616.00</del> <u>2,410.00</u> plus 29.00/PFU over 20*
2.	Apartment [per unit]	<del>2,616.00</del> <u>1,775.00</u> plus 29.00/PFU over 15*
3.	Trailer	<del>2,616.00</del> <u>2,410.00</u> plus 29.00/PFU over 20*
4.	Commercial	<del>2,616.00</del> <u>2,410</u> plus 29.00/PFU over 15*
<i>*Equivalent fixture units as established by the adopted Uniform Plumbing Code</i>		
F.	Orchard Avenue Sewer Connection Surcharge – only for addresses above 1400 and streets north of Ponderosa	1,400.00
G.	Sewer Service inspections	75.00
H.	Inspection of Public Sewer Main Construction	60.00/hour
I.	SE Moscow Water and Sewer District Inspection Fee Surcharge	5.00

(Properties Outside City Limits)	
J. Sewer Service Disconnection	45.00
K. Commercial Portable Waste Discharge at the Wastewater Treatment Plant	
1. Load up to 300 gallons	<u>21.53</u> <del>21.06</del>
2. Each subsequent gallon	<u>0.29</u> <del>0.28</del>
<b>Monthly Sewer Service Rates</b>	
A. Residential Service	
1. Single family and duplexes or other multiple units served by separate meters.	<u>53.53</u> <del>52.35</del>
2. Trailer homes (per unit) defined as multiple units served by a common meter (like a mobile home park)	<u>39.35</u> <del>38.48</del>
3. Multi-family dwellings including duplexes (per unit) defined as multiple units served by a common water meter.	<u>39.35</u> <del>38.48</del>
B. Commercial Users	
1. Commercial – Low For commercial users with combined Biochemical Oxygen Demand / Total Suspended Solids (BOD/TSS) of 0-200 mg/L	<u>73.54</u> <del>71.92</del> plus <u>5.55</u> <del>5.43</del> per 100 cubic feet metered water
2. Commercial – Medium For commercial users with combined BOD/TSS of 201-400 mg/L	<u>73.54</u> <del>71.92</del> plus <u>7.68</u> <del>7.51</del> per 100 cubic feet metered water
3. Commercial – High For Commercial Users with combined BOD/TSS of 201-400 mg/L	<u>73.54</u> <del>71.92</del> plus <u>9.42</u> <del>9.21</del> per 100 cubic feet metered water
<i>* These strength-based categories are based on user type contribution of combined Biochemical Oxygen Demand/Total Suspended Solids (BOD/TSS). Users are placed in the applicable category using California State Water Resource Board standards that correspond with the activities undertaken in each establishment based on their response to a City of Moscow Commercial User Survey.</i>	
4. Small Commercial Office with Irrigation Limited to Commercial – Low users with exterior irrigation and an average monthly winter water use of less than 700 cubic feet per month.	<u>73.54</u> <del>71.92</del> plus use rate for 200 cubic feet ( <u>11.10</u> <del>10.86</del> )
<i>* For the purpose of determining the monthly sewer rates based on the volume of metered water, metered water will be averaged periodically using meter readings of winter water use period so the irrigation period may be excluded.</i>	
C. Mixed Use Service – Defined as different sewer customers listed in this section of the fee resolution that are served by a single water meter. For existing mixed-use customers, a weighted model will be used to estimate the contribution based on metered water use. The estimated contribution of each customer served by the meter will be charged as a percentage of the total monthly use at the associated non-residential rate. Future mixed-use accounts will be assessed at the highest contribution rate for all metered water consumption.	<u>73.54</u> <del>71.92</del>
D. University of Idaho (Annual Charge)	<u>1,240,636.80</u> <del>1,213,336.80</del>
E. SE Moscow Water and Sewer District Sewer Service Surcharge (outside City limits)	3.00
<b>Water Permit Fees and Charges</b>	
A. Permit Fee	<u>42.00</u> <del>40.00</del>
B. No Permit – Noncompliance Review Fee (one hour minimum)	60.00/hour

C. Water Service Inspection	<u>78.75</u> <del>75.00</del>
D. Installation of service and meters (No existing service line to property line)	
1. 5/8" meter	<u>3,423.00</u> <del>3,260.00</del>
2. 1" meter	<u>3,796.50</u> <del>3,330.00</del>
3. 1 1/2" meter	<u>4,378.50</u> <del>4,170.00</del>
4. 2" meter	<u>4,704.00</u> <del>4,480.00</del>
5. Other meters	at cost
E. Installation of service and meters (Existing service line to property line).	
1. 5/8" meter	<u>1,488.85</u> <del>1417.95</del>
2. 1" meter	<u>1564.92</u> <del>1490.40</del>
3. 1 1/2" meter	<u>2651.67</u> <del>2525.40</del>
4. 2" meter	<u>3140.71</u> <del>2991.15</del>
5. Other meters	at cost
F. Other fees	
1. Tap	
a. Fire line or other (3" and larger diameter); customer provides the street cut, excavation to expose the main, water removal, traffic control, backfill, temporary (cold mix) street patch, tapping sleeve, gate valve and valve box. Includes up to 45 s.f. not mix patch by City. Additional patch at \$2.65 per s.f.	<u>1,186.50</u> <del>1,130.00</del> -min
b. Fire line or other (2" or smaller); Customer provides a corporation elbow and curb stop rather than sleeve and gate valve provided by customer in 'a' above. Customer is to provide all other work as outlined in 'a' above.	<u>735.00</u> <del>700.00</del> -min
2. Relocation of meters – Limited to same property	
a. No new tap of main	
i. 5/8" to 1"	<u>304.50</u> <del>290.00</del>
ii. 1 1/2" to 2"	<u>341.30</u> <del>325.00</del>
b. New tap of main	
i. No street cut	
a) 5/8" meter	<u>2,656.50</u> <del>2,530.00</del>
b) 1" meter	<u>2,672.25</u> <del>2,545.00</del>
c) 1 1/2" meter	<u>2,703.75</u> <del>2,575.00</del>
d) 2" meter	<u>2,730.00</u> <del>2,600.00</del>
ii. Street cut	
a) 5/8" meter	<u>3,727.50</u> <del>3,550.00</del>
b) 1" meter	<u>3,748.50</u> <del>3,570.00</del>
c) 1 1/2" meter	<u>3,780.00</u> <del>3,600.00</del>
d) 2" meter	<u>3,811.50</u> <del>3,630.00</del>
3. Meter Box Adjustments	
a. Vertical Adjustment (± 12")	<u>126.00</u> <del>120.00</del>
b. Horizontal Adjustment	at cost
4. Resetter Installation	
a. 5/8" meter	<u>135.00</u> <del>95.00</del>
b. 1" meter	<u>210.00</u> <del>190.00</del>

5. Water Service Disconnection (abandonment)	
a. With Street Cut	<u>798.00</u> <del>760.00</del>
b. Without Street Cut	<u>546.00</u> <del>520.00</del>
6. Turn on - turn off after regular working hours	<u>67.20</u> <del>64.00</del>
7. Labor and materials to repair damage to water distribution system.	at cost
8. Labor and materials to repair meter boxes damaged by neglect or careless operation of motor vehicles.	at cost
<b>G. General Facilities Charge</b>	
1. 5/8 x 3/4" meter (20 gal/min; meter equiv – 1.0)	<u>2,680.00</u> <del>2,561.63</del>
2. 1" meter (50 gal/min; meter equiv – 2.5)	<u>6,700.00</u> <del>6,406.65</del>
3. 1 1/2" meter (100 gal/min; meter equiv – 5.0)	<u>13,399.00</u> <del>12,808.13</del>
4. 2" meter (160 gal/min; meter equiv – 8.0)	<u>21,438.00</u> <del>20,439.00</del>
5. Larger than 2"	by special contract with City
<b>H. Orchard Avenue Water Connection Surcharge – only for addresses above 1400 and streets north of Ponderosa</b>	1400.00
<b>I. Disinfection</b>	
1. First test	<u>477.75</u> <del>455.00</del>
2. Second test (pigging of line may be required)	<u>514.50</u> <del>490.00</del>
3. Third or more test (pigging of line may be required)	<u>624.75</u> <del>595.00</del>
<b>J. Bacterial Testing [at the discretion of the City]</b>	
1. Samples (per each)	<u>25.00</u> <del>20.00</del>
2. Saturday Samples (per each)	145.00
3. After hours and Saturday Sampling Labor	<u>67.20</u> <del>64.00</del>
<b>K. Pressure testing fees</b>	
1. Tests performed by City	
i. First Test	<u>840.00</u> <del>800.00</del>
ii. Second Test	<u>1,050.00</u> <del>1,000.00</del>
iii. Third or more test	<u>1260.00/test</u> <del>1,200.00 each test</del>
<del>2. Test performed by contractor</del>	<del>145.00 each test</del>
<b>Water Service Rates</b>	
<b>A. Standard Monthly Rates</b>	
1. Fixed charge	
a. Single family residential/Duplex/Tri-plex per meter (Definition is a single meter servicing each dwelling unit)	<u>37.91</u> <del>36.10</del>
b. Multi-family (definition is a meter servicing more than one dwelling unit.) based on meter size	
➤ 5/8 Inch	<u>37.91</u> <del>36.10</del>

➤ 1 Inch	<del>47.42</del> 45.16
➤ 1 ½ Inch	<del>94.59</del> 90.09
➤ 2 Inch	<del>151.31</del> 144.15
➤ 3 Inch	<del>283.85</del> 270.33
c. Commercial Accounts based on meter size	
➤ 5/8 Inch	<del>37.91</del> 36.10
➤ 1 Inch	<del>47.42</del> 45.16
➤ 1 ½ Inch	<del>99.59</del> 90.09
➤ 2 Inch	<del>151.36</del> 144.15
➤ 3 Inch	<del>283.85</del> 270.33
➤ 4 Inch	<del>478.29</del> 455.51
d. High fire demand	<del>68.47</del> 65.21
2. Consumption Charge for Residential/Duplex or Triplex (Definition serviced by a single meter per dwelling unit)	
a. 0-700 per cubic feet	<del>2.82</del> 2.69/ ccf
b. 701-2000 per cubic feet	<del>3.34</del> 3.18/ ccf
c. Over 2000 cubic feet	<del>5.67</del> 5.40/ ccf
3. All Usage Consumption Charge for Multi-Family or Commercial Accounts (one meter serving multiple units)	<del>3.69</del> 3.52/ ccf
4. Rate for Moscow Cemetery	<del>3.15</del> 3.00/ ccf
B. Water and Sewer rate charge for water and sewer furnished outside the boundaries of the City.	200% of the minimum service charge and water rate charge
C. Bulk water usage.	
1. <del>Less than 2,500 cubic feet [For use in the City]Construction or portable bulk water meter with backflow assembly</del>	<del>110.00</del> 3.48 / ccf plus 119.20
2. <del>2,500 cubic feet or more [For use in the City]Construction or portable bulk water equipment rental fee</del>	<del>25.00/month</del> 4.77 / ccf plus 58.95
3. <del>Less than 2,500 cubic feet [For use outside of the City]Bulk water rate per 1,000 gallons</del>	<del>2.69 or 5.00 minimum</del> 6.96 / ccf plus 238.40
4. <del>2,500 cubic feet or more [For use outside of the City]Bulk water equipment repairs</del>	<del>at cost</del> 9.52 / ccf plus 117.90
<b>STREET / <u>STORM</u> DEPARTMENT</b>	
<u>A.</u> Stormwater User Fee per Equivalent Service Unit (ESU)	7.92
<u>A.B.</u> Large banner installation and removal	150.00/banner
<u>B.C.</u> Small banner installation and removal	45.00/banner
<u>C.D.</u> Information sign installation	120.00 plus cost of sign
<u>D.E.</u> Street/Sidewalk Closure Permit	40.00
<u>E.F.</u> Parade Permit	120.00 (plus 100.00 Idaho Transportation Department permitting, if applicable)



<b>F.G.</b> Street Cut Damage Recovery Fee: Fee based on Overall Condition Index (OCI) rating of street in accordance with most recent street condition survey: OCI		
81-100	800.00	
61-80	600.00	
41-60	400.00	
21-40	200.00	
0-20	0	
<b>G.H.</b> Right of Way Excavation Permit	35.00 (plus 100.00 Idaho Transportation Department permitting, if applicable)	
<b>H.I.</b> Right of Way Excavation Security Deposit Rate Schedule		
<i>Total Valuation of Work in Right of Way</i>		
\$100 to \$500	245.00	
\$501 to \$1,000	367.50	
\$1,001 to \$1,500	490.00	
\$1,501 to \$2,000	615.00	
\$2,001 to \$2,500	735.00	
\$2,501 to \$3,000	860.00	
\$3,001 to \$3,500	980.00	
\$3,501 to \$4,000	1,100.00	
\$4,001 to \$4,500	1,230.00	
Greater than \$4,500	1,850.00	
Multiple Projects (up to four (4) active projects)	3,675.00	
<b>H.J.</b> Public Lighting Costs – per month – per Utility Service		
1. Residential Units	3.10	
2. Commercial Units	8.05	
<b>J.K.</b> City Barricades for Private Projects (applicable only when the City supplies devices on an emergency or prearranged basis for securing construction sites or other traffic revisions – standard traffic control operations shall not be eligible for device rental)		
	<u>Day</u> <u>Week</u> <u>Month</u>	
1. Construction Sign	8.00                      30.00                      90.00	
2. Construction Sign with Tripod	17.00                      64.00                      127.00	
3. Hi-Level Sign Stand	3.00                      9.00                      26.00	
4. Type II Barricade	7.00                      26.00                      77.00	
5. Type III Barricade	27.00                      106.00                      316.00	
6. Construction Drum	10.00                      39.00                      110.00	
7. Tubular Markers	4.00                      13.00                      37.00	
8. 28” Orange Traffic Cones	1.00                      4.00                      10.00	
9. Type A, B, C Warning Lights	2.00                      5.00                      13.00	
10. Set-up		52.00
11. Removal		52.00
<b>K.L.</b> Traffic Control (Setup / Devices) for On-Street Events		
Main Street Closures between A Street and 6 <sup>th</sup> Street		
1. Recommended – 3 <sup>rd</sup> Street to 5 <sup>th</sup> Street		
Daytime		80.00
Nighttime		124.00
2. Full Closure – A Street to 6 <sup>th</sup> Street		
Daytime		175.00
Nighttime		382.00

3. Partial Closures/Number of Blocks	
a. One Block	
Daytime	80.00
Nighttime	124.00
b. Two Blocks	
Daytime	85.00
Nighttime	134.00
c. Three Blocks	
Daytime	90.00
Nighttime	144.00
d. Four Blocks	
Daytime	95.00
Nighttime	154.00
4. Other Street Closures (per block)	
Daytime	80.00
Nighttime	124.00
<del>L.M.</del> Crowd Control Barriers	
1. Barrier Rental Fee (per barrier, per event)	2.00
2. Replacement Cost (if damaged or lost)	110.00
<del>M.N.</del> Traffic Control (Setup / Devices) for Parades	
1. Main Street – Small	300.00
2. Main Street – Large	750.00
3. Other Locations	time and materials
<del>N.O.</del> Traffic Control (Setup / Devices) for Block Parties	
One Block Standard Set-up	84.00
<b>FINANCE</b>	
A. Turn off and turn on for non-payment first occurrence.	30.00
B. Turn off and turn on for non-payment repeat occurrences in 12 months.	60.00
C. Accounts Receivable Billing Late Fee Penalty	
1. Notice of delinquency (occurs 46 days after billing)	15.00 or 5% whichever is greater
D. Deposits – Utility	
1. Residential	100.00
2. Commercial	175.00
E. NSF (Non-sufficient funds) Returned Check Charge Fees	25.00/check
F. Convenience Fee	<u>2.5% for credit/debit card</u> <u>1.00 for electronic ACH Up to 5% of credit card / digital transaction</u>
<b>BUSINESS REGULATION FEES</b>	
A. Circuses	
1. Circus or Tent show, First Class (2,000 or more people at one time)	260.00
2. Circus, or Tent show, Second Class (not to exceed 2,000 people at one time)	180.00
3. Merry go-rounds or mechanical rides – per ride	15.00
4. Amusement and other concessions – per exhibition	5.00

B. Peddlers, Solicitors and Canvassers Registration (per applicant)	
1. New Peddlers, Solicitors and Canvassers Registration	60.00
2. Peddlers, Solicitors and Canvassers Registration Renewal (without fingerprints)	35.00
3. Peddlers, Solicitors Registration Renewal (with fingerprints)	60.00
C. Vendor	
1. New Vendor License	60.00
2. Vendor License Renewal (without fingerprints)	35.00
3. Vendor License Renewal (with fingerprints)	60.00
4. New Mobile Vending Unit Inspection	66.50
5. Mobile Vending Unit Renewal Inspection	30.00
6. Sidewalk Vending Unit Inspection (new and renewal)	no fee
D. Second Hand/Pawn Dealers	
1. New Second Hand/Pawn Dealer License	60.00
2. Second Hand/Pawn Dealer Renewal (without fingerprints)	35.00
3. Second Hand/Pawn Dealer Renewal (with fingerprints)	60.00
E. Taxicabs, Pedicab, and Carriage	
1. Taxicab, Pedicab, and Carriage Owner License/Renewal (each vehicle)	15.00
2. New Taxicab, Pedicab, and Carriage Operator License	60.00
3. Taxicab, Pedicab, and Carriage Operator License Renewal (without fingerprints)	35.00
4. Taxicab, Pedicab, and Carriage Operator License Renewal (with fingerprints)	60.00
F. Sidewalk Café License	
1. New Sidewalk Café License	25.00
2. Sidewalk Café License Renewal License	25.00
3. <del>3.</del> <u>New Sidewalk Café License Inspection</u> <i><u>3- (if applied for concurrently with new alcohol application, inspection fee may be waived)</u></i>	125.00
4. Sidewalk Café License Renewal Inspection <i>(if alcohol is served in café area, inspection fee is included in alcohol license renewal)</i>	30.00
G. Alcohol Licensing	
1. Beer License *	
a. <u>Draught, bottled and/or canned beer with</u> <del>C</del> consumption on premise	200.00
b. Bottled and/or canned beer with no consumption on premise	50.00
c. Transfer fee (not eligible for prorate)	50.00
2. Liquor License *	
a. Annual fee (includes wine on-premise)	562.50

b. Transfer fee (includes wine on-premise)	562.50
3. Wine License *	
a. Wine <u>combined with</u> on and off premise <u>consumption combined license</u>	200.00
b. Wine <u>with</u> on premise consumption only	150.00
c. Wine <u>with</u> off premise consumption only	150.00
d. Transfer fee (not eligible for prorate)	50.00
<i>*With the exception of license transfers, all licenses issued for a portion of a year shall be prorated as of the month of actual issue; provided that no fee shall be less than one half of the total fee herein set forth.</i>	
4. Inspection fee (not eligible for prorate) <i>To cover cost of required inspection by Fire Department and Community Planning and Design. This fee must be paid before any inspections are scheduled. If license application is withdrawn the fee will be forfeited to the city. If a building permit is required for any construction or remodeling, the inspection fee will be waived.</i>	
a. New beer, wine and/or liquor license	125.00
b. Renewal of beer, wine, and/or liquor license	30.00
5. Restaurant Certification (required to permit admittance to individuals under the age of 21)	no fee
6. Alcohol Catering Permit Fee (set by State Code)	20.00
7. Alcohol Event Permit (for an event in public right-of-way)	100.00
H. Appeal from denial, suspension, or revocation of a business regulation license, permit, waiver, etc. (unless otherwise specifically set out herein)	55.00
<b><u>I. Shared Mobility Operator Fees (as defined by City Code)</u></b>	
<u>1. Annual License Fee</u>	<u>2,500.00</u>
<u>2. Annual Device Fee</u>	<u>100.00/device</u>
<u>3. Device Security Deposit (one-time)</u>	<u>20.00/device</u>
<b>Child Care License</b>	
A. Family Day Care Facility Registration (includes administration, fire inspection and background check for one day care provider)	80.00
B. New Facility Application Fee (includes administration, inspections by Code Enforcement, Fire Department, and Health Dept.)	
1. Family Day Care Facility (1-5 children)	75.00
2. Group Day Care Facility (6-12 children)	100.00
3. Small Day Care Facility (13-20 children)	125.00
4. Large Day Care Facility (21+ children)	150.00
C. New Employee/Provider Application Fee	30.00
D. Facility License Annual Renewal Application Fee	
1. Family Day Care Facility (1-5 children)	50.00
2. Group Day Care Facility (6-12 children)	75.00
3. Small Day Care Facility (13-20 children)	100.00

4. Large Day Care Facility (21+ children)	125.00
E. Employee/Provider License Annual Renewal Application Fee	10.00
<i>See Miscellaneous for Background Check Fees</i>	
F. Code Compliance Enforcement to be Billed to Day Care Facility	
1. First and Second Communication	no charge
2. Third Communication	25.00
3. Fourth Communication	40.00
4. Fifth and each subsequent Communication	60.00
5. Tardy Renewal Applications (Facility and Provider)	10.00
G. Change of Ownership	15.00 plus other inspection fees as deemed appropriate.
H. Change of Premises	15.00 plus other inspection fees as deemed appropriate.
<b>Bicycle License Lifetime Ownership Tag</b>	7.00
<b>Burglary and Robbery Alarms – False Alarms (for each occurrence)</b>	50.00
<b>Dog Licensing and Related Fees</b>	
A. Lifetime registration tag	
1. Unaltered	35.00
2. Altered	25.00
B. Duplicate tag	5.75
C. Adoption (out)	
1. Altered	15.00
2. Unaltered	27.50
D. Adoption (placing own animal in)	20.00
E. Euthanasia	100.00
F. Boarding - per day or part thereof	20.00
G. Impound	
1. First time	20.00
2. Second time	30.00
3. Third time	40.00
4. Fourth and each subsequent time	60.00
H. Surcharge Fee	
1. Unaltered	30.00
2. Altered	20.00
<b>Miscellaneous Fees</b>	
A. Accident Reports (see G. Copies of official records...)	
B. Background Checks	
1. City of Moscow Police Department – Name Check	20.00

2. Idaho State Police – Fingerprints	42.00
3. Idaho State Police - Name Check	20.00
4. Health and Welfare Statewide Child Abuse Registry Check	20.00
<del>C. City of Moscow Comprehensive Sewer System Plan Paper Copy (free on website)</del>	<del>30.00</del>
<del>D.C. City Code (Free on website)</del>	
1. Initial cost	260.00
2. Annual charge for updating	52.00
3. Zoning Code	20.00
<del>E.D. Copies of official records or documents</del>	
1. Police files – per page (no charge for first 100 pages)	0.10
2. Other City documents – per page (no charge for first 100 pages)	0.10
3. Audio or video tape copy	amount allowed by Idaho Code Section 74-102(10)
4. Audio or video CD copy	amount allowed by Idaho Code Section 74-102(10)
5. Where a request for public records of the City of Moscow is for more than one hundred (100) pages of paper records; or the request includes records from which non-public information must be separated, deleted, and/or redacted; or where actual labor associated with locating and copying documents for a request exceeds two (2) person hours, the requestor shall be charged the copy and/or labor costs allowed by Idaho Code Section 74-102(10) unless the requestor demonstrates an exemption pursuant to Idaho Code Section 74-102(10)(f), as determined by the City Clerk.	
6. The Clerk may require advance payment of the cost of copying pursuant to Idaho Code Section 74-102(12). Any money received by the City shall be credited to the account for which the expense being reimbursed was or will be charged.	
<del>F.E. Criminal History Letters (letters typed on letterhead stationery indicating the absence of a criminal history in this department. Exclude police records checks requested by federal, state or local government agencies)</del>	<del>30.00</del>
<del>G.F. Downtown Parking Permit (City Hall, Jackson and Jefferson Street Lots)</del>	
1. Per month	<del>40.00</del> 25.00
2. Per quarter	<del>95.00</del> 65.00
3. Annual	<del>275.00</del> 180.00
<del>H.G. E-911 Monthly Service Fee</del>	<del>1.00</del>
<del>I.H. Escort Services – escort services, traffic direction and any special event requiring police services including, but not limited to, parades, house moving and other events where advance police assistance or supervision is requested or required. This fee is per each officer per hour (2 hour minimum)</del>	<del>65.00</del>
<del>J.I. Fire Nuisance Alarms</del>	
1. 1 <sup>st</sup> Nuisance Alarm within 12 months	no charge
2. 2 <sup>nd</sup> Nuisance Alarm within 12 months	no charge
3. 3 <sup>rd</sup> Nuisance Alarm within 12 months	25.00

4. 4 <sup>th</sup> Nuisance Alarm within 12 months	50.00
5. 5 or More Nuisance Alarms within 12 months	100.00 each occurrence
<del>K.J.</del> Fingerprinting – Any fingerprinting requested by a person or a company, but excluding fingerprinting related to criminal or other city matters.	20.00
<del>L.K.</del> General City Code Infraction (unless otherwise specified herein or established by State Code)	72.00
<del>M.L.</del> Nuisance Abatement	200.00 plus removal at cost
<del>N.M.</del> Parking Permit (construction uses in right-of-way)	40.00
<del>O.N.</del> Parking Violations	
1. 5 Minute Parking Zone	25.00
2. No Parking 3 a.m. - 6 a.m. (City and campus)	25.00
3. No Parking Residential District	25.00
4. Double Parking	25.00
5. Parking in alley, on sidewalk, blocking driveway	25.00
6. Parking in School Bus Zone	25.00
7. Loading Zone Business & Campus Area	25.00
8. Commercial Zones (3 hr. limitation)	25.00
9. Parking Unattended, Motor Running	25.00
10. Parking in Fire Lane, Street & Off-street	40.00
11. Parking within 15 feet of Fire Hydrant	40.00
12. Parking behind Fire Station	25.00
13. Parking in front of Fire Station	40.00
14. Parking obstructing traffic	25.00
15. Improper Parking, other than listed	25.00
16. Parking citations not paid within fifteen (15) calendar day period	late fee 10.00
17. MCC 11-4-12 Prohibited parking trucks/similar vehicles	25.00
18. MCC 11-4-13 Handicapped parking	100.00
19. Parking Boot Removal (per incidence)	100.00
<del>P.O.</del> Public Hearing Mailing List	25.00
<del>Q.P.</del> Smoking in Restricted Area Fine	10.00
1. First Offense (if paid within fourteen [14] days of notice of violation)	10.00
2. Second Offense (if paid within fourteen [14] days of notice of violation)	25.00
3. A First or Second Offense not paid within fourteen (14) days of notice of violation or a Third Offense	50.00
<b>Towing and Storage Fees on Illegally Parked Vehicles</b>	
A. Towing charged by the commercial towing service	actual cost
B. Storage of three-quarter (3/4) ton size pickups and smaller vehicles - per day	15.00
C. Storage of vehicles larger than three-quarter (3/4) ton pickups - per day	20.00
D. Vehicle Inventory Fee	11.00
<b>City Programs and Other Services</b>	
A. Van Pool (to cover costs only)	not to exceed 130.00/month

B. Van Pool Conference Commuter Service	Federal mileage reimbursement rate based on miles traveled
C. Information Systems – Fiber Optic Lease Rate Per Month	<del>0.062</del> <del>0.06</del> strand/ft. <del>0.064</del> <del>0.062</del> strand/ft. (effective 1/1/22) <del>21</del>
D. Information Systems – Rack Space Lease	<del>41.52</del> <del>40.31</del> month/1u <del>42.77</del> <del>41.52</del> per 1u (effective 1/1/22) <del>21</del>
<b>Community Forestry</b>	
Subdivision Development Tree Fee	250.00 / tree
<b>Parks and Recreation</b>	
A. City Park Picnic Shelter East City Park Stage Rental	25.00 each shelter
Additional Picnic Table Move-In Per Trailer Load of Four (4) Tables	20.00
B. Tree Service Contractor License	25.00
C. Alcohol Event Permit (for an event in a City park)	100.00
D. Recycling Deposit Fees (attendance of more than fifty [50] participants)	50.00
E. Park Shelter Reservations 4-hour blocks of time	25.00
F. Extra tables brought in for park rentals, per 4 tables	20.00
G. Crop Harvest Fee – West Palouse River Drive Property	70.00/acre
<b>Hamilton Indoor Recreation Center</b>	
A. Rental of Full Gym per Hour – court use only w/no set up required	70.00
B. Rental of Half of Gym per Hour – court use only w/no set up required	43.00
C. Rental of Full gym – requiring set up of tarp.	32.00
D. Rental of Multipurpose Room per Hour – Group I (City business)	no charge
E. Rental of Multipurpose Room – Group II per hour (Non-profit groups, service clubs)	32.00
F. Rental of multipurpose Room – Group III per hour, (Private parties, wedding receptions, commercial, for-profit organizations)	80.00
G. Rental of Multipurpose Room – Group IV per hour (Other Governmental Organizations)	43.00
H. Rental of Sound System per rental	10.00
<b>Hamilton-Lowe Aquatic Center</b>	
A. Pool Passes	
1. Season Adult, Non-Resident	121.00
2. Season Adult, Resident	108.00
3. Season Child (4-17 years old) Non-Resident	108.00
4. Season Child (4-17 years old) Resident	91.00
5. Season Senior (65+ years old) Non-Resident	108.00
6. Season Senior (65+ years old) Resident	91.00
7. Season Household (up to five (5) family members; flat \$15.30 each additional member) Non-Resident	211.00 five family members 15.30 each additional member
8. Season Household (up to five (5) family members; flat \$ 12.75 each additional member) Resident	176.00 five family members 12.75 each additional member
9. ID Card Replacement Fee	5.00
B. Daily Admission Prices	
1. Children (3 years old and under)	FREE
2. Children (4-17 years old)	<del>5.42</del> <del>5.50</del>



3. Adults (18-64 years old)	<del>7.31</del> <del>7.11</del>
4. Seniors (65 + years old)	5.50
5. Child Coupon Sales	5.50
<b>C. Private Event Rentals</b>	
1. Option 1: Up to 150 patrons	375.00/hour
2. Option 2: 151 to 300 patrons	445.00/hour
3. Option 3: 300 + patrons	600.00
<b>D. Private Event Rentals: Fun Run Inflatable</b>	190.00/rental
<b>E. Aquatic Center Picnic Table Rental, per hour, per table</b>	7.75
<b>F. Swim team rentals</b>	6.35/lane
<b>G. Locker rentals</b>	0.50
<b>H. Bathroom Personals</b>	0.25
<b>I. American Red Cross (ARC) Swim Lessons, All levels</b>	43.50
<b>J. Swim Lessons, Adaptive</b>	43.50
<b>K. ARC Guardstart</b>	58.00
<b>L. ARC Lifeguard Training</b>	136.50
<b>M. ARC Lifeguard Instructor</b>	136.50
<b>N. ARC Water Safety Instructor</b>	136.50
<b>O. Aquacize &amp; Water Class – Season Pass</b>	70.00
<b>P. Aquacize &amp; Water Class – 10-punch Pass</b>	45.00
<b>Q. Aquacize &amp; Water Class – Drop-in</b>	8.00
<b>R. Customized Swim Lessons</b>	
1. 1 student / per hour	45.00
2. 2 students / per hour	54.00
3. 3 students / per hour	60.00
<b>Youth Sports</b>	<b>Resident (Res) / Non-Resident(Non-Res)</b>
A. Micro Soccer U5 – U7 Early Bird (Spring and Fall)	Res 36.50 / Non-Res 37.50
B. Micro Soccer U5 – U7 (Spring and Fall)	Res 41.50 / Non-Res 42.50
C. Micro Soccer U8 – U12 Early Bird (Spring and Fall)	Res 42.50 / Non-Res 43.50
D. Micro Soccer U8 – U12 (Spring and Fall)	Res 47.50 / Non-Res 48.50
E. Flag Football Early Bird	Res 45.00 / Non-Res 46.00
F. Flag Football	Res 50.00 / Non-Res 51.00
G. Youth Volleyball Early Bird – Grades 4th – 6th (Fall)	Res 36.00 / Non-Res 37.00
H. Youth Volleyball – Grades 4th – 6th (Fall)	Res 41.00 / Non-Res 42.00
I. Youth Basketball Early Bird – Grades K – 3rd (Winter)	Res 41.00 / Non-Res 42.00
J. Youth Basketball – Grades K – 3rd (Winter)	Res 47.00 / Non-Res 48.00
K. Youth Basketball Early Bird – Grades 4th – 5th (Fall)	Res 41.00 / Non-Res 42.00
L. Youth Basketball – Grades 4th – 5th (Fall)	Res 47.00 / Non-Res 48.00
M. Junior Fast Pitch Early Bird – Grades 3rd – 5th	Res 62.00 / Non-Res 63.00
N. Junior Fast Pitch – Grades 3rd – 5th	Res 67.00 / Non-Res 68.00
O. Senior Fast Pitch Early Bird – Grades 6th – 8th	Res 62.00 / Non-Res 63.00
P. Senior Fast Pitch – Grades 6th – 8th	Res 67.00 / Non-Res 68.00
Q. Youth Baseball / Softball Sponsors	85.00
R. Youth T-Ball / Coach Pitch Early Bird	Res 38.50 / Non-Res 39.50
S. Youth T-Ball / Coach Pitch	Res 43.50 / Non-Res 44.50
T. Skyhawks Youth Camps	

1. Soccer / Swim	129.00
2. Tennis	115.00
3. Basketball	129.00
4. Tiny Hawk Soccer	65.00
5. Multi-sport	129.00
6. Mini Hawk	115.00
7. Soccer	115.00
8. Flag Football / Swim (Monday – Friday)	119.00
9. Flag Football (Monday, Tuesday, Wednesday)	99.00
U. Mini Junior / Junior Golf Lessons	Res 67.00 / Non-Res 68.00
V. Youth Shirts	17.00
W. Youth Karate	Res 48.00 / Non-Res 49.00
<b>Adult Sports</b>	<b>Resident (Res) / Non-Resident(Non-Res)</b>
A. Volleyball Fall & Winter (Co-Rec)	248.00
B. Basketball (Moscow/Pullman League)	525.00
C. Co-Rec Softball, per team	475.00
D. Softball, per team	833.00
E. Horseshoes – Doubles and Singles	Res 6.50 / Non-Res 8.50
F. Adult Soccer, per team	475.00
G. Field Set-Up Fee for Private Use	20.00 per set up
<b>General Recreation Programs</b>	<b>Resident (Res) / Non-Resident(Non-Res)</b>
A. Salmon River Trips (two varieties of trips)	
1. Youth	Res 63.25 / Non-Res 64.25
2. Adult	Res 72.00 / Non-Res 74.00
B. Dog Obedience	
1. Kinderpuppy	Res 64.25 / Non-Res 66.25
2. Beginning Obedience	Res 64.25 / Non-Res 66.25
3. Advanced Obedience	Res 64.25 / Non-Res 66.25
4. Rally Obedience	Res 64.25 / Non-Res 66.25
C. Hunters' Education	Res 21.50 / Non-Res 22.50
D. Tone & Stretch	
1. Per Class	Res 3.50 / Non-Res 3.61
2. 10 class punch card	49.00
3. Drop In	6.25
E. Zumba Class	Res 60.00 / Non-Res 62.00
F. Zumba Punch Card	45.00
G. Zumba Walk-in	6.25
H. Open Life Drawing Studio	Res 10.75 / Non-Res 12.75
I. Hunting Spring Mushrooms	Res 42.75 / Non-Res 44.75
J. Hunting Fall Mushrooms	Res 42.75 / Non-Res 44.75
K. Beginning Birding	Res 10.00 / Non-Res 12.00
L. Athletic Performance Training	Res 100.00 / Non-Res 101.00
M. Beginning Sewing	Res 42.00 / Non-Res 43.00
N. Get Moving	Res 96.00 / Non-Res 97.00
O. Fall Tree Pruning	Res 17.00 / Non-Res 18.00
P. Trees of Idaho	Res 10.00 / Non-Res 12.00
Q. Trees in Your Neighborhood	Res 10.00 / Non-Res 12.00

R. Fruit Tree Pruning	Res 17.00 / Non-Res 19.00
S. Choosing and Planting New Street Trees	Res 17.00 / Non-Res 19.00
T. Firewise Principles and Practices	Res 5.00 / Non-Res 7.00
U. What's Wrong With My Tree?	Res 5.00 / Non-Res 7.00
V. Mah Jong Class	Res 35.00 / Non-Res 37.00
W. Green Cleaning	Res 10.00 / Non-Res 12.00
X. Naturally Clean Home	Res 10.00 / Non-Res 12.00
Y. Cornhole Challenge Early Bird	Res 10.00 / Non-Res 12.00
Z. Cornhole Challenge	Res 15.00 / Non-Res 17.00
AA. Mini Drone Challenge Early Bird	Res 10.00 / Non-Res 12.00
BB. Mini Drone Challenge	Res 15.00 / Non-Res 17.00
CC. Moscow Rolling Hills Half Marathon	Res 40.00 / Non-Res 50.00
DD. Moscow Rolling Hills Half Marathon Sponsorship	3,000
EE. Community Garden	
Garden Plot Rental	53.00 each
Clean-up Deposit	25.00 each
<b>Eggan Youth Center Activities</b>	<b>Resident (Res) / Non-Resident(Non-Res)</b>
A. Youth Center Rentals, per hour	35.00
B. Kids Kamps, Per Each Activity Day	Res 22.00 / Non-Res 23.00
C. High Adventure Camp - Daily	Zip Line 120.00 Kayak / Horse 85.00
D. Breakfast with Santa and Candy Cane Hunt	Individual 7.50 / Family 26.00
E. Palouse Youth Triathlon / Sponsorships	17.50 / 500.00
F. Snow Ball	Individual 11.50 / Couple 28.00
G. Youth Enrichment Classes	44.75
H. After School Activities	10.00
I. Teen Night Out	Res 9.00 / Non-Res 10.00
J. Moscow Rolling Hills Half Marathon	Res 40.00 / Non-Res 50.00
K. Moscow Rolling Hills Half Marathon Sponsorships	3,000.00
<del>L. Mayor's Golf Tournament</del>	<del>Individual 75.00 / Team of four 300.00</del>
<del>M. Mayor's Golf Tournament Sponsorships</del>	<del>2,000.00</del>
<del>N.L. Super Bowl Bash</del>	Res 5.00 / Non-Res 6.00
<del>O.M. Undetermined Programs</del>	2,000.00
<i>\$1.00 / \$2.00 (Child/Adult) non-resident fee is charged for programs in addition to the process listed above.</i>	1.00 / 2.00
New recreational programs that do not appear in this fee resolution are often developed and implemented during the fiscal year.	varies per program
<b>Fire Department</b>	
A. Compressed Gases	30.00
B. Fireworks	30.00
C. Flammable or Combustible Liquids	30.00
D. Covered Malls	30.00
E. Tents, Canopies and Temporary Membrane Structures	30.00
F. Fire Code Inspections	30.00
<b>SOLID WASTE</b>	
<b>Rates for Residential Units</b>	

A. Roll Cart – Variable Size, Variable Rate System (monthly fee per roll cart collected weekly)	
35 Gallon	21.10/month
65 Gallon	27.10/month
95 Gallon	33.15/month
35 Gallon On Demand – Base Fee	15.95/month
35 Gallon On Demand – Per Service	2.10/each
Roll Cart Size Exchange (after initial 30 day period)	18.00/each
Roll Cart Replacement (lost, stolen, damage from abuse)	<del>35.00</del> 55.00/each
B. Penalty - for any garbage exceeding service level	6.60 per can/bag
C. Carry-out service	11.60
Outside of building - additional per can, per unit, per month	
D. Inside of building - additional per can, per unit, per month	13.15
E. Return service (blocked roll cart, roll cart not set out on time or otherwise not able to be serviced by Franchisee) per calendar year	
First Occurrence	0.00
Second Occurrence	11.10
Third and Following Occurrences	22.20
<i>Residential units utilizing mechanical containers or compactors shall be billed at the business rate for such equipment.</i>	
F. Apartment Single Stream Recycling Fee	5.05/unit, per month
<b>Rates for Business Units and Commercial Cans</b>	
A. Loose yardage on ground	33.40/cubic yard
B. Extra service for dumpster/mechanical containers with 24-hour notice	32.90/each dump plus 2.00 tipping fee
C. Extra service for dumpsters/mechanical containers per yard.	16.70/cubic yard
D. Compactor Service Pick Up	213.40/each pick up plus 2.00 tipping fee
E. Small Compactor Yardage	83.50/cubic yard
F. Commercial Roll Cart – Variable Size, Variable Rate System (monthly fee per roll cart collected weekly)	
35 gallon	20.60/month
65 gallon	31.10/month
95 gallon	41.50/month
Roll Cart Size Exchange (after initial 60-day period)	18.00/each
Roll Cart Replacement (lost, stolen, damage from abuse)	<del>35.00</del> 55.00/each
G. Commercial Single Stream Recycling Fee	5.05/unit, per month
H. Additional Commercial Recycling Cart	5.05/unit, per month
Rates for Recycling Mobile Containers per month	(sales tax will be added)
A. Size: 6 Yard	55.95
B. Size: 10 1/2 Yard	85.30
C. Size: 12 Yard	100.15
<b>Types of Services</b>	
A. Franchisee Services/Value of Recycled Materials Retained by Franchisee: RMC hauled, emptied and exchanged by Franchisee.	45.65/haul
B. Franchisee Services/Value of Recycled Materials retained by customer: RMC hauled, emptied and exchanged by Franchisee.	54.65/haul
C. Customer Service/Value of Recycled Materials retained by customer: RMC hauled and exchanged by customer	0.00/haul
<b>Rates for Dumpsters/Mechanical Containers per month</b>	(Sales taxes will be added)

Size / yd	Rental	Tax	Times per week				
			1	2	3	4	5
1	12.45	0.75	69.92	143.97	217.35	276.14	346.90
2	14.20	0.85	138.32	280.28	425.50	581.23	747.41
3	26.22	1.57	203.97	416.55	636.45	873.10	1126.80
4	29.18	1.75	269.62	552.85	845.91	1155.96	1485.61
6	38.52	2.31	400.93	825.42	1264.83	1720.17	2199.49
8	47.85	2.87	532.28	1098.06	1690.56	2327.34	2988.48
<b>Dumpster Locking Mechanisms</b>							3.50/month
Producers who request that their mechanical containers be temporarily removed shall be charged for removal and re-delivery of the container.							42.50/move
<b>Rates for Solid Waste Processing Facility Access Service</b>							
A. Transfer Station Tipping Fee (MSW)							<del>94.00</del> 95.85/ton
B. Compost Materials							no charge
C. Clean Wood Waste							no charge
D. Inert/Demolition Materials (NMSW)							<del>38.35</del> 39.10/ton
E. Mixed Materials (combination MSW/NMSW)							<del>66.35</del> 67.65/ton
F. Minimum Fee – MSW, NMSW or Mixed – includes 200 lbs MSW or 460 lbs NMSW or 280 lbs Mixed							10.00/trip
G. Large Appliances							6.90/each
H. Appliances that do not have the Chlorofluorocarbon removed, and do not have a certified removal sticker							25.55/appliance
I. Vehicle Bodies							43.35/each
J. Tires							<del>157.95</del> 175.00/ton
K. Asbestos							167.50/ton
<i>The foregoing rates are not all-inclusive. The City may establish and/or change rates for unique or special waste.</i>							
<b>Special Hauls</b>							
A. Pickup truck when requested by customer from landfill to City							83.40 plus tipping fee
B. Packer truck when requested by customer							
1. On day of service							71.45 plus tipping fee
2. From landfill to City							147.55 plus tipping fee
C. Roll-off unit							
Container Size	Rental Rate One time or Exchange	Per Trip (Plus Tipping Fee)	Rental rate per day after the first five working days				
22 yd.	13.30	112.20	18.10				
30 yd.	18.10	112.20	18.10				
45 yd.	18.10	112.20	18.10				
D. Deposit for Roll-off Unit or Temporary Mechanical Container							100.00
<i>Special haul rates shall be charged for collection and disposal of dead animals.</i>							
<i>Rate for hazardous wastes and for infectious and potentially harmful waste shall be the actual cost for such service as billed by the City, plus 10% for administrative costs.</i>							
<b>Community Events</b>							
A. Moscow Farmers Market 26 Week Season, May through October							

	Registration <del>and Service</del>	<u>11' x 15'</u> Daily <del>Space</del> <u>Full Booth</u>	<u>5.5' x 15'</u> Daily <del>Space</del> <u>Shared Booth</u>
1.			
<b>Tier 1</b> Attend 1-8 markets	15.00	30.00	15.00
<b>Tier 2</b> Attend 9-17 markets	<del>51.00</del> <u>50.00</u>	20.00	12.00
<b>Tier 3</b> Attend 18-26 markets	<del>127.00</del> <u>125.00</u>	15.00	9.00
2. Youth Vendor (exempt from registration fee)			6.00/day per group
3. Performance Vendor (exempt from registration fee)			7.00 <u>for 2.5 hours</u> /day per group
4. Non-neighbor Space			5.00/day
5. Electrical Hookup			10.00/day
6. Vehicle Surcharge			15.00/day
7. Third penalty policy violation fine			50.00
<u>8. Miscellaneous merchandise sales</u>			<u>up to 7,000</u>
B. Mayor's Golf Tournament			
1. Registration			75.00/individual 300.00/team of four
2. Sponsorships			<u>up to 7,500.00</u>
C. Vandal Town Block Party			
1. Sponsorships			<u>up to 6,000.00</u>
<b>Arts Department</b>			
A. Artwalk ( <u>June</u> )			
1. <u>Host Location: Business</u>			100.00
2. <u>Host Location: Non-Profit and Art Studio</u>			50.00
3. <u>Artist Arts Listing (available only in combination with host registration)</u>			25.00
4. <u>Youth Arts Listing (available only in combination with host registration)</u>			<u>no fee</u>
<del>4.5. Main Street</del> Food Vendor			<u>80.00-70.00</u>
<u>6. Youth Food Vendor</u>			<u>no fee</u>
<del>5.7. Main Street</del> Art Vendor / Demonstrator			<u>50.00 25.00</u>
<u>8. Youth Main Street Art Vendor / Demonstrator</u>			<u>no fee</u>
<del>6. Sponsorships</del>			<u>up to 5,000</u>
B. <u>Artwalk (October – May)</u>			
<u>1. Host Location: Business</u>			<u>40.00</u>
<u>2. Host Location: Non-Profit</u>			<u>20.00</u>
<u>3. Arts Listing (available only in combination with host registration)</u>			<u>10.00</u>
<u>4. Youth Arts Listing (available only in combination with host registration)</u>			<u>no fee</u>
<del>B.C.</del> Palouse Plein Air			
1. Artist <u>Registration</u>			<u>30.00 25.00</u>
2. Student Artist <u>Registration</u> (18 years and older)			<u>25.00 20.00</u>
<u>3. Plein Air Master Class</u>			<u>200.00</u>
<del>C. Art Department Facilitating Artwork Sales</del>			<u>Per Artist Contract</u>
<u>D. Entertainment in the Park</u>			

<u>1. Food Vendor</u>	<u>40.00</u>
<u>2. Outreach Vendor (no sale of merchandise or services)</u>	<u>25.00</u>
<u>E. Third Street Gallery</u>	
<u>1. Art Sales Commission</u>	<u>20%</u>
<u>2. Juried Exhibition Submission Fee</u>	<u>20.00</u>
<u>F. Sponsorships</u>	<u>Up to 5,000</u>

# COMMITTEE STAFF REPORT

DATE: Monday, August 16, 2021



## RESPONSIBLE STAFF

Gary Riedner, City Supervisor

## ADDITIONAL PRESENTER(S)

Mia Bautista

## OTHER RESOURCES

## AGENDA ITEM TITLE

Open Container Ordinance Revisions for Downtown Events (ACTION ITEM) – Gary J. Riedner / Mia Bautista

## DESCRIPTION

The City of Moscow has sponsored and approved community events such as Art Walk, and the Vandal Town Block Party, as well as the expansion of sidewalk cafés, and has approved events in downtown Moscow and in Moscow's parks where the City Council passed resolutions allowing for the vending and responsible consumption of beer and/or wine under certain conditions during an event. As the City Council wants to foster a vibrant downtown community atmosphere, and encourage and promote downtown businesses to collaborate in making these events successful, staff has been requested to review the process for the creation of an Entertainment District. Within the Entertainment District, community events could be held, and upon adoption of a resolution of the City Council, the sale and responsible consumption of beer and wine could occur. In order to allow the consumption of beer and wine outside of sidewalk cafés or a beer garden, the City would have to create an exemption to Moscow City Code 10-1-12, commonly known as the "open container" ordinance, which prohibits the possession of alcoholic beverages while present in a public place or a place where the public has permitted access, including public streets and/or public rights-of-way in the City, except in accordance with specific regulations adopted by the Council by Resolution.

The draft Ordinance included in the packet contains necessary revisions to the Moscow City Code to allow the creation of an Entertainment District to be defined by the map attached to the draft Ordinance and to allow the inclusion of the Entertainment District as an additional exemption to the open container prohibition. This was reviewed by the Administrative Committee on August 9, 2021 and recommended for adoption of the ordinance.

## STAFF RECOMMENDATION

Approve the Ordinance creating the Entertainment District and including the Entertainment District as an additional exemption to the open container prohibition under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.

## PROPOSED ACTIONS

**PROPOSED ACTIONS:** Approve the Ordinance creating the Entertainment District and including the Entertainment District as an additional exemption to the open container prohibition under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

## FISCAL IMPACT

## PERSONNEL IMPACT



## ATTACHMENTS

1. Ordinance 2021- Amending Open Containers Code\_final
2. Template\_CommunityEventsApplication\_Entertainment District language\_draft\_08112021
3. Draft Resolution\_Beer-Wine\_The Entertainment District

**ORDINANCE NO. 2021 –**

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 9, CHAPTERS 6 AND 8 AND TITLE 10, CHAPTER 1; PROVIDING FOR THE INCLUSION OF AN ADDITIONAL EXEMPTION TO THE OPEN CONTAINER PROHIBITION; PROVIDING FOR THE PROVISIONS OF THIS ORDINANCE TO BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

**WHEREAS**, Moscow City Code Section 10-1-12 prohibits the possession of alcoholic beverages while present in a public place or a place where the public has permitted access, including public streets and/or public rights-of-way in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

**WHEREAS**, the City of Moscow has sponsored or approved community events such as Art Walk, and the Vandal Town Block Party, as well as the expansion of Sidewalk Cafés, and has approved of events in downtown Moscow and in Moscow’s parks where the City Council passed resolutions allowing for the vending and responsible consumption of beer and/or wine under certain conditions during an event; and

**WHEREAS**, the City of Moscow wants to encourage and promote downtown businesses and revitalizing our community atmosphere; and

**WHEREAS**, Council believes the revision of the regulations herein balance the health and safety concerns of citizens, with the desire to promote downtown businesses and revitalize our community;

**NOW, THEREFORE, BE IT ORDAINED** BY THE MAYOR AND COUNCIL OF THE CITY OF MOSCOW, IDAHO, AS FOLLOWS:

**SECTION 1:** That Moscow City Code Title 9, Chapter 6 be amended as follows:

...

**Sec. 6-35. Public Places.**

It shall be unlawful for any person to sell, serve, give away, dispense, consume or carry any beer in open containers on or in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, primary and secondary school facilities, except on the premises of a licensed retail beer establishment or licensed sidewalk café or is otherwise authorized or permitted by City. It shall be unlawful for any person to sell, serve, give away, dispense, consume or carry any beer in open containers except on or in public parks, events in City rights-of-way or City buildings and University of Idaho facilities in accordance with specific regulations, including any permit fee, adopted by the Council by resolution.

(Ord. 2004-33, 08/16/04; 2007-09, 08/20/2007)

...

**SECTION 2:** That Moscow City Code Title 9, Chapter 8 be amended as follows:

...

**Sec. 8-17. Public Places.**

It shall be unlawful for any person to sell, serve, give away, dispense, consume or carry any wine in open containers on or in any public street, highway, alley, lane, sidewalk, public or private parking lot conveyance, primary and secondary school facilities, except on the premises of a licensed retail wine establishment or licensed sidewalk café or is otherwise authorized or permitted by City. It shall be unlawful for any person to sell, serve, give away, dispense, consume or carry any wine in open containers except on or in specified public parks, events in City rights-of-way or City buildings and University of Idaho facilities, in accordance with specific regulations, including any permit fee, adopted by the Council by resolution. (Ord. 2004-33, 08/16/04; 2007-09, 08/20/2007)

...

**SECTION 3:** That Moscow City Code Title 10, Chapter 1 be amended as follows:

...

**Sec. 1-12. Alcoholic Beverages.**

**A. Open Containers Prohibited.**

It shall be unlawful for any person to transport or have physical possession or control of any alcoholic or intoxicating beverage in an open or unsealed container of any kind on or in any public place or place to which the public has or is permitted to have access, including, but not limited to, any place, structure, or conveyance, except in accordance with specific regulations as detailed herein. adopted by the Council by Resolution for events in the Moscow Central Business (CB) zoning district; in the Moscow Motor Business (MB) zoning district for any eating and/or drinking establishment located within the MB zone where business is adjacent to a public right of way of a street designated as a local street on the 2010 City of Moscow Functional Classification Map; in City Parks; pursuant to a Sidewalk Café license; or as otherwise authorized or permitted by City.

**B. Exemption to Open Containers Prohibition.**

1. The City Council may, by Resolution, permit beer and wine for events in the Entertainment District. The Entertainment District is defined as the following boundary beginning at the intersection of the southerly right-of-way of Lewis Street and the east right-of-way of Washington Street; then continuing north along the east right-of-way of Washington Street to the north right-of-way of A Street; then west along the north right-of-way of A Street to the west right-of-way of the alley located between Main Street and Washington Street; then north along said west alley right-of-way to the north right-of-way of D Street; then west along said north right-of-way to the west right of way of Jackson Street; then south along said right-of-way to the north right-of-way of Sixth Street; then west along said north right-of-way to the easterly right-of-way of Deakin Street; then south across Deakin Street to the south right-of-way of Sixth Street; then east along said south right-of-way to the west right-of-way of Jackson Street; then south and southeasterly along said right-of-way to a point on said right-of-way in

alignment with a westerly projection of the south right-of-way of Lewis Street; then east along said projection and the south right-of-way of Lewis Street to the point of beginning (illustrated in Exhibit 'A').

2. This Ordinance shall not be in effect between the hours of 10:00 a.m. and 10:00 p.m. in any place located within 6th Street to the nNorth, South Rayburn to the eEast and south, and Perimeter Drive to the wWest and sSouth, on days when the University of Idaho has home football games, provided that any alcoholic beverage is held in an opaque plastic or paper container that is not labeled or branded by an alcohol manufacturer or distributor.

(Ord. 98-38, 11/16/98; 2007-09, 08/20/2007; 2015-05, 03/16/2015; 2016-13, 09/19/2016; 2017-08, 08/07/2017)

...

**SECTION 4: SEVERABILITY.** Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions which can be given effect without the invalid provision. The remaining sections of Titles 9 and 10 shall be in full force and effect.

**SECTION 5: EFFECT ON OTHER ORDINANCES AND LAWS.** Where the definitions contained in this Ordinance are in conflict with relevant portions of the City of Moscow, Idaho, Municipal Code, the definitions contained within those portions of the Moscow Municipal Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance. The amendments in this ordinance are not intended to waive other laws and regulations applicable to the sale and consumption of alcohol.

**SECTION 6: EFFECTIVE DATE.** This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Bill Lambert, Mayor

**CERTIFICATION.** I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Laurie M. Hopkins, City Clerk

### Exhibit 'A' - Entertainment District Boundary



**Legend**

■ ■ ■ ■ Entertainment District Boundary



City of Moscow Community Events Division  
EVENT APPLICATION



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

Submit completed forms electronically or physically to the Community Events office:  
[communityevents@ci.moscow.id.us](mailto:communityevents@ci.moscow.id.us) or 206 E. Third Street, Suite 300, Moscow. All applications must be legible.

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

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

- 1. Name of Event: \_\_\_\_\_
- 2. Event Date(s): \_\_\_\_\_
- 3. Event Location: \_\_\_\_\_
- 4. Are you requesting a street closure for Event? Yes  No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 6. Street Closure set-up/Load-in time: \_\_\_\_\_ Event(s) Start time: \_\_\_\_\_

- 7. Event(s) End time: \_\_\_\_\_ Street Closure take-down/Load-out time: \_\_\_\_\_

- 8. Is this a recurring Event (i.e. every 1<sup>st</sup> Thurs. or every Sat. May thru Oct.)? Yes  No

- 9. Is this an annual Event? Yes  No

City of Moscow Community Events Division  
EVENT APPLICATION



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

If yes, describe your waste and recycling plan.

---

---

---

11. Are you planning on serving alcohol/having alcohol available for purchase at the Event?  
Yes  (continue to Q.12) No  (skip to Q.14)

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

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

12. Is the Event taking place in the public right-of-way (i.e. sidewalks, streets, etc.) within the City of Moscow Entertainment District? The Entertainment District allows for a temporary suspension of the Open Container law by Resolution of the City Council. See page 6 for a map of the Entertainment District.  
Yes  (continue to Q.13) No  (skip to item B.)

13. Are the Event organizers interested in pursuing a temporary suspension of the Open Container law by City Council Resolution?  
Yes  (see item A.) No  (skip to item B.)

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

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

City of Moscow Community Events Division  
EVENT APPLICATION



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

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

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

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

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

---

---

---

---

---

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

---

---

---

---

---

---

---

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



City of Moscow Community Events Division  
EVENT APPLICATION



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

---

---

---

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

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

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

---

---

---

---

20. Organization Sponsoring Event: \_\_\_\_\_

21. Organization Address: \_\_\_\_\_

22. Organization Officers/Authorized Representatives: \_\_\_\_\_

23. Individual Responsible for Event Organization: \_\_\_\_\_

24. Individual's Address: \_\_\_\_\_

25. Individual's Day, Message, or Cell Phone Number: \_\_\_\_\_

26. Individual's E-mail: \_\_\_\_\_

27. City reserves the right to alter your route if the City determines the proposed route will require significant City services and/or severely limit transit opportunities in high traffic areas. Applicant understands and agrees that the City is reserving that right? If answers no, application may be denied. Yes  No

28. **Submit a Site Map with this application.** Event Applications without a Site Map will not be processed. Details on a Site Map may include but are not limited to locations of desired street closures, walking routes, assembly points, start and finish points, locations of food and beverage vendors, stages, service areas, etc. A blank map of downtown Moscow is available on page 7.

29. **Residential Neighborhood Block Parties:** Provide Proof of Insurance (Requirement may be waived at Discretion of City)

City of Moscow Community Events Division  
EVENT APPLICATION



30. **All other Event Types (except Public Assembly):** Provide Proof of Insurance (Required – Certificate of Insurance must include the City of Moscow as an Additional Insured and list \$500,000 as the minimum amount of general liability or \$1,000,000 if alcohol is included.)

**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 that he/she has read and understands the current Idaho Governor's Idaho Rebounds Plan which includes any existing Stay Healthy Order and/or Guidelines and has read the protocols for social/physical distancing, use of face masks/face coverings, and sanitation requirements and guidelines. SPONSOR agrees to comply with the Governor's Order and/or Guidelines and ensure that all participants will comply with the Order and/or Guidelines. SPONSOR acknowledges any and all City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees to comply with any and all City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event and ensure that all participants comply with the City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees that if CITY determines she/he and/or any participant is not in compliance with the Governor's Orders and Guidelines and/or is not in compliance with City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event, CITY reserves the right to revoke the Event permit.

I, SPONSOR, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I have the authority to bind the group or organization, if applicable, to this Agreement.

**NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EVENT SPONSOR ELECTRONIC SIGNATURE:**

By checking this box as an electronic signature, **I agree to all the terms and conditions** that apply to the Community Event /Residential Neighborhood Block Party/Public Assembly/Street Parade/Sidewalk/Pathway Event, Permitting Process, and Hold Harmless Agreement. **I certify under penalty of perjury pursuant to the law of the State of Idaho that everything in the application is true and correct and that I have authority to bind the group or organization, if applicable, to this Agreement.**

**EVENT SPONSOR NON-ELECTRONIC SIGNATURE:**

\_\_\_\_\_  
(Required only if printing and submitting in person)

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

*Moscow City Code Title 10, Chapter 17 is available from the City Clerk at PO Box 9203, Moscow, ID, 83843, or on the City's web page at <https://www.ci.moscow.id.us/393/City-Code>.*

**FOR OFFICE USE ONLY**

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



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

**Moscow Entertainment District Map to be placed here**

DRAFT

# City of Moscow Community Events Division EVENT APPLICATION



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



**FEE SCHEDULE**

Permits	
Type	Fee
Event Permit	\$ 40.00
Street Parade Permit	\$120.00
Idaho Transportation Dept. (ITD) Permit	\$100.00

Street Closures		
Main Street Locations	Daytime Fees	Nighttime Fees
"A" Street to 6 <sup>th</sup> Street	\$175.00	\$382.00
"A" Street to 3 <sup>rd</sup> Street (includes 1 <sup>st</sup> Street and 2 <sup>nd</sup> Street closures to Alleys)	\$ 90.00	\$144.00
1 <sup>st</sup> Street to 3 <sup>rd</sup> Street (includes 2 <sup>nd</sup> Street closure to Alley)	\$ 85.00	\$134.00
3 <sup>rd</sup> Street to 2 <sup>nd</sup> Street	\$ 80.00	\$124.00
3 <sup>rd</sup> Street to 5 <sup>th</sup> Street	\$ 80.00	\$124.00
3 <sup>rd</sup> Street to 6 <sup>th</sup> Street (includes 5 <sup>th</sup> Street closure to Alley)	\$ 85.00	\$134.00
Other Locations by # of Blocks	Daytime Fees	Nighttime Fees
One block	\$ 80.00	\$ 124.00
Two blocks	\$ 85.00	\$ 134.00
Three blocks	\$ 90.00	\$ 144.00
Four blocks	\$ 95.00	\$ 154.00
Street Parades		
1 <sup>st</sup> Street to 6 <sup>th</sup> Street (minor)		\$300.00
C Street Couplet to North Main Couplet (major)		\$750.00
Other	TBD based on time & materials	
Block Party		
One Block Standard Set-Up		\$84.00

Miscellaneous Requests & Fees	
Police Escort Services	\$65.00 per officer, per hour
<i>Minimum of two hours. Escort services encompass traffic direction, traffic control, house-moving, and any event where advance police assistance or supervision is requested or required. The Moscow Police Department will bill for their services after the Event.</i>	
City of Moscow metal barriers (96" wide x 44" tall)	\$2.00 per barrier
<i>Required for events with beer gardens</i>	
Alcohol Use application	\$100.00, non-refundable
<i>Required for events requesting alcohol</i>	

## RESOLUTION NO.

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE 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 9-6-35 and 9-8-17 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 10-1-12 as an exemption to the Open Containers Prohibition (hereinafter “The Entertainment District”); and

**WHEREAS**, [Event Sponsor] (hereinafter “the Event Sponsor”) desires to have its sponsored event, [Event Name] (hereinafter “the Permitted Event”), in The Entertainment District (see Attachment “A”); and

**WHEREAS**, the Permitted Event is an event or series of events sponsored 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/or wine under certain conditions, contained herein and during limited hours during the Permitted Event; and

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

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

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

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

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

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

**SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING [EVENT] 2021:**

**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 \_\_\_\_ day of \_\_\_\_\_, 2021, from \_\_\_\_ a.m./p.m. to \_\_\_\_ a.m./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/or wine, the Event Sponsor shall deliver to the City Clerk one (1) copy of written proof that the licensed vendor(s) 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 City Clerk one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event.
3. City shall be named as an additional insured on the insurance policy of the licensed vendor.
4. No less than ten (10) days prior to the Permitted Event, the Event Sponsor shall deliver to the City Clerk the signed original of the Agreement, attached as Attachment “B”, with City to defend, hold harmless and indemnify City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Event Sponsor’s use of The Entertainment District.
5. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time he/she reasonably determines that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or his designee to terminate all or part of the Permitted Event.

**Vendor:**

1. The number of licensed vendor’s selling beer and/or wine allowed at the Permitted Event, will be reviewed and approved as part of the permitting process.
2. All beer and/or 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 City Clerk 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 vendor shall be selected to sell alcoholic beverages in the Park during the Permitted Event, unless it is a City sponsored event.
6. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed no less than ten feet (10') from the vendor's sales or dispensing counter.
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 Event Sponsor shall have sole discretion on who will provide security at the Permitted Event and shall be responsible for all payment and costs associated with such security services.
8. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

### **Sales and Consumption:**

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the City Clerk three (3) copies of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer and/or wine sales and dispensing area within The Entertainment District; and (b) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow Deputy City Supervisor – Recreation, Culture, and Employee Services or his/her designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and/or 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. All food sales and service shall have a space of no less than **ten feet (10')** between the approved beer and/or wine sales and dispensing area and the food sales or service area.
4. The Event Sponsor shall include an identification checking station and its general location on Event Site Map. Identification checking station shall include a minimum of two (2) persons to check proper identification. These persons shall be clearly identified and be responsible for the issuance of wristbands denoting attendees are of legal drinking age.
5. No person shall be allowed to purchase beer and/or wine other than within the area designated for beer and/or 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 and possess beer and/or wine.



6. All beer and/or wine shall be dispensed in and consumed from an opaque or paper container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for an alcoholic beverage.
7. 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.
8. No person under twenty-one (21) years of age shall be allowed to wear the designated wristband at any time during the Permitted Event.
9. A sign shall be prominently posted at or near the area designated for beer and/or wine sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.
10. Beer and/or wine shall be sold only within the designated area in The Entertainment District only between the hours of \_\_\_\_ a.m./p.m. and \_\_\_\_ a.m./p.m. local time on the \_\_\_\_ day of \_\_\_\_\_, 2021, during the Permitted Event.
11. Beer and/or wine shall be consumed only within The Entertainment District between the hours of \_\_\_\_ a.m./p.m. and \_\_\_\_ a.m./p.m. local time on the \_\_\_\_ day of \_\_\_\_\_, 2021, during the Permitted Event.
12. No person shall carry or consume any alcoholic beverage within The Entertainment District which is not purchased or dispensed from the licensed vendor(s) 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 City Clerk, within ten (10) days of the event, the required fee established by Council that is associated with this Resolution.

**Failure To Comply:**

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

**PASSED AND APPROVED** by the Mayor of the City of Moscow, Idaho, this 7th day of June, 2021.

\_\_\_\_\_  
Bill Lambert, Mayor

**CERTIFICATION.** 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 \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Laurie M. Hopkins, City Clerk

Attachment A

Attachment B

# COMMITTEE STAFF REPORT

DATE: Monday, August 16, 2021



## RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Megan Cherry, Arts Program Manager

## ADDITIONAL PRESENTER(S)

## OTHER RESOURCES

N/A

## AGENDA ITEM TITLE

American Rescue Plan Act – National Endowment for the Arts Grant (ACTION ITEM) - Alisa Anderson / Megan Cherry

## DESCRIPTION

The American Rescue Plan Act of 2021 (“Rescue Plan”) is designed to fuel the nation’s recovery from the devastating economic and health effects of the COVID-19 pandemic. Funds allocated to the National Endowment for the Arts (“Arts Endowment”) represent a significant commitment to the arts and a recognition of the value of the arts and culture sector to the nation’s economy and recovery. Grants will be made to eligible organizations to support operational costs. Rescue Plan funds are intended to support day-to-day business expenses/operating costs, and not specific programmatic activities. Eligible grant activities and costs include salary support for one or more staff positions and may be used to support existing jobs, new jobs, or to restore jobs that were furloughed or eliminated due to the pandemic. Additional eligible costs include fees/stipends for artists and/or contractual personnel to support the services they provide for specific activities as part of organizational operations. Artist fees/stipends should be related to work with a tangible outcome, such as performances, presentations, workshops, and/or the creation of artwork. Funding may also be used for costs associated with health and safety supplies for staff and/or visitors/audiences (e.g., personal protective equipment, cleaning supplies, hand sanitizer, etc.) in addition to marketing and promotion costs.

The Arts Endowment recognizes that the financial needs of the field far outweigh the available funds that will be awarded through this program and anticipates making approximately 800 awards. There is no pre-determined number of awards per grant amount. Therefore, it is recommended to choose the amount that makes the most sense for your organization's capacity and budget. Applicants may request a fixed grant amount for: \$50,000, \$100,000 or \$150,000. Cost share/matching funds are not required and it is encouraged that applicants select a grant amount that is reflective of their overall organization size and internal capacity. The grant application can be submitted through grants.gov between August 12-25, 2021. Awarded applications will be notified in November 2021 and the grant project period is for two years, starting January 1, 2022 and ending December 31, 2023. The Arts Department for the City of Moscow is requesting to submit a grant request not to exceed \$100,000 to support staffing costs, marketing and promotions, and artist/fees and stipends. This item was reviewed by the Public Works/Finance Committee on August 9, 2021, and was recommended for approval.

## STAFF RECOMMENDATION

Approve staff to submit a grant application under the American Rescue Plan Act through the National Endowment for the Arts for an amount not to exceed \$100,000.

## PROPOSED ACTIONS

**PROPOSED ACTIONS:** Approve staff to submit a grant application under the American Rescue Plan Act through the National Endowments for the Arts for an amount not to exceed \$100,000, or take such other action deemed appropriate.

### **FISCAL IMPACT**

No matching funds are required.

### **PERSONNEL IMPACT**

Arts Department, Finance Department, and Grants Manager

### **ATTACHMENTS**

1. Program Description
2. 20210804\_Arts Memo\_ARP Funds

# American Rescue Plan Grants to Organizations: Program Description

The Rescue Plan's Grants to Organizations program will be carried out through one-time grants to eligible organizations including, but not limited to, nonprofit arts organizations, local arts agencies, arts service organizations, units of state or local government, federally recognized tribal communities or tribes, and a wide range of other organizations that can help advance the goals of this program. See [Eligibility](#) for more information.

Grants will be made to eligible organizations to support their own operations. Unlike other Arts Endowment funding programs that offer project-based support, Rescue Plan funds are intended to support day-to-day business expenses/operating costs, and not specific programmatic activities. Cost share/matching funds are not required.

Support is limited to any or all of the following:

- Salary support, full or partial, for one or more staff positions. Staff positions funded may not conduct work independent of the organization receiving funds.
- Fees/stipends for artists and/or contractual personnel to support the services they provide for specific activities as part of organizational operations.
  - Artist fees/stipends should be related to work with a tangible outcome, such as performances, presentations, workshops, and/or the creation of artwork. This is considered a stipend to the artist for the work undertaken during the period of performance. Such work must not be performed independently of the organization receiving funds.
- Facilities costs such as mortgage principal, rent, and utilities.
- Costs associated with health and safety supplies for staff and/or visitors/audiences (e.g., personal protective equipment, cleaning supplies, hand sanitizer, etc.).
- Marketing and promotion costs.

Rescue Plan funds may be used to support existing jobs, new jobs, or to restore jobs that were furloughed or eliminated due to the pandemic.

The Arts Endowment does not fund direct grants to individuals.

Applicants may request a fixed grant amount for: \$50,000, \$100,000 or \$150,000. Cost share/matching funds are not required. We encourage applicants to select a grant amount that is reflective of their overall organization size and internal capacity. See [Award Information](#) for more details. A grant period of up to two years is allowed.

The Arts Endowment intends to make awards that will impact a broad constituency. We encourage applications from a variety of eligible organizations including:

- Organizations that serve populations that are underserved, such as those whose opportunities to experience the arts are limited by ethnicity, economics, geography, or disability.
- Organizations with small and medium-sized budgets.
- Organizations from rural to urban communities.
- Organizations that may be applying for federal support through the Arts Endowment for the first time.

The Arts Endowment is committed to diversity, equity, inclusion, and fostering mutual respect for the diverse beliefs and values of all individuals and groups, including:

- Historically Black Colleges and Universities,
- Tribal Colleges and Universities,
- American Indian and Alaska Native tribes,
- African American Serving Institutions,
- Hispanic Serving Institutions,
- Asian American and Pacific Islander communities, and
- Organizations that support the independence and lifelong inclusion of people with disabilities.

Proposals may focus on reaching a particular constituency; however, they may not be exclusionary under [national civil rights laws and policies](#) prohibiting discrimination. This extends to hiring practices and audience engagement activities.

Grantees will be required to report on funding received through this program. See [Award Administration](#) for more information.

We recognize that the financial needs of the field far outweigh the available funds that will be awarded through this program. We anticipate making approximately 800 awards. There is no pre-determined number of awards per grant amount, so please choose the amount that makes the most sense for your organization's capacity and budget. Grants will NOT be awarded on a “first come, first served” basis.

We understand that applying for federal funding and managing a grant can be a significant undertaking. Our staff strives to ensure that every applicant receives the support they need to understand every step of the process. We welcome the opportunity to speak with you about this program. [Contact us](#) with your questions.

# MEMORANDUM



**To:** Jen Pffiffer, Deputy City Supervisor  
**From:** Megan Cherry, Arts Program Manager  
**c:**  
**Date:** August 4, 2021  
**Re:** American Rescue Plan (ARP) Grants to Organizations

---

The National Endowment for the Arts is facilitating ARP grants to arts organizations, with the intent to support operational costs such as salaries for existing and new positions as well as artist contracts. As an agency of local government, the Moscow Arts Department is an excellent candidate for this grant program, which particularly encourages applications from rural organizations with small to medium-sized budgets. Further, these grants are intended to serve populations that are underserved for reasons including ethnicity, disability, economics, or geography.

The ARP grants are available in the following fixed amounts: \$50,000, \$100,000, or \$150,000. The Arts Department's request for \$100,000, if successful, will primarily provide off-setting revenue for standard department operating costs.

**1.0 FTE Arts Administrative Specialist                      \$64,000                      4/1/2022-9/30/2023**

The existing 1.0 FTE Arts Administrative Specialist position supports all operations in the Arts Department. Major responsibilities include press and social media communications, graphic design, Moscow Arts Commission agendas, financial reporting, and the coordination of arts events such as a monthly Artwalk, annual children's entertainment events, and the annual Palouse Plein Air competition. The request for \$64,000 will support the Administrative Specialist's wages from 4/1/2022-9/30/2023.

**Temporary Collection Artist Honoraria                      \$5000                      4/1/2022-5/1/2022**

The Public Art Program's annual operations include artist opportunities in the Temporary Collection. Artists who participate are typically emerging in the field, so their careers are benefitted by paid and well-publicized opportunities like these. Artists submit proposals and are selected according to the City's Public Art Guidelines. The Intermodal Transit Center Sculpture Garden hosts new artworks each year on plinths permanently installed at the location; each artist earns \$500 for the 1-year loan. Similarly, new artwork is installed in vinyl on 5 traffic boxes each year. Each selected artist earns \$600 for the use of their design, which is installed for up to 5 years. This funding request would support 9 artist contracts for Temporary Collection accessions in April-May 2022, totaling \$5000.

**Exhibitions & Collections Support                      \$31,000                      4/1/2022-9/30/2023**

Proposed for grant funding is a proposed pilot approach to allow evaluation of a paid intern and/or contractor to support annual gallery operations as well as Public Art programming and maintenance. Implementing the recently-adopted Public Art Maintenance Plan is a top priority. Moscow's Public Art collection, currently containing 140 artworks, has been growing since the mid-1980s, and intentional stewardship of the artworks has increasingly become an area of concern as no regular maintenance has been conducted, only emergency repairs. This funding will pilot an approach for maintenance operations while supporting the Arts team in elevating Public Art Program accession goals. The \$31,000 funding request for this temporary, project-based operational support reflects all costs for the period between 4/1/2022-9/30/2023.



The \$5000 for Temporary Collection Artist Honoraria would fulfill the remainder of funds anticipated in the FY22 adopted budget for Federal Grants (431-01). This budget request was based upon grant applications completed in January 2021, with fund receipt in July 2021. These funds are slated to be held back for use in FY22.

<b>Agency</b>	<b>Grant Program</b>	<b>Budgeted</b>	<b>Actual</b>
Idaho Commission on the Arts	Public Programs in the Arts	\$6000	\$5771
Idaho Commission on the Arts	Arts Education Annual Project	\$7000	\$1453

If the application is successful, the \$5000 portion of the ARP grant used to off-set Temporary Collection honoraria would come close to fulfilling the FY22 budgeted amount. If this application is not successful, Arts staff will research other federal grants and pursue those at Council's direction.

A portion of the funds would off-set already appropriated funds for the Administrative Specialist. Projects that are proposed for those expenditures include a robust economic impact study regarding arts and cultural activities. The remaining balance is proposed to be included as accumulation for a maintenance fund to establish a significant financial commitment to supporting the care and keeping of the City's 140-piece Public Art collection. Given the FY2022 budget has been approved, we understand this would require an open budget request and in the case of the maintenance fund, may require more in-depth work to establish the accumulation fund for maintenance, both of which we are happy to support in every way.

Of note, all projects and proposals assume one-time revenues for one-time expenses and do not include incurring ongoing costs or expectations for any staff positions or projects.