



Moscow City Council Regular Meeting

Laurie M. Hopkins

~Agenda~

City Clerk

www.ci.moscow.id.us

208.883.7015

Monday

7:00 PM

Council Chambers

August 20, 2018

206 E. Third St.

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; 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. 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. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Thank you for your interest in City government.

Pledge Of Allegiance

1. Consent Agenda

A. Approval Of Moscow City Council August 6, 2018 Minutes – Laurie M. Hopkins

Documents:

[COUNCIL MINUTES OF AUGUST 6, 2018.PDF](#)

B. Disbursement Report For July 2018 - Sarah Banks

Staff will present the Accounts Payable Report for the month ending July 2018. This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

ACTION: Approve the Disbursements Report for the month of July 2018.

Documents:

[DISBURSEMENT REPORT FOR JULY 2018.PDF](#)

C. 775 Indian Hills Drive Lot Line Adjustment - Michael Ray

Jim Swift is requesting a lot line adjustment between Lots 8 and 9 of Indian Hills Seventh Addition currently addressed as 775 Indian Hills Drive. Lot 8 is currently 13,343 sf in size and Lot 9 is currently 12,112 sf in size. The applicant is proposing to adjust the common lot line between the two parcels

to make construction of homes on the properties more feasible due to difficult grades and a previously constructed retaining wall. The proposed lot line adjustment will render Lot 8 - 15,826 sf in size and Lot 9 - 9,631 sf in size. The subject properties are located in the Low Density Single-Family Residential (R-1) Zoning District which has a minimum lot area of 9,600 sf and a minimum lot width of 80 feet. Both parcels will meet the minimum lot area and width requirements for the R-1 Zone. This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

ACTION: Approve the lot line adjustment request with no conditions.

Documents:

[775 INDIAN HILLS DRIVE LLA.PDF](#)

D. ITD 5339 Grant Project Funding Agreements - Time Extension Amendments - Alisa Anderson

In March of 2015, the City submitted a grant application to the Public Transportation Division of the Idaho Transportation Department (ITD) for a Rural One-Time Capital Asset 5339 Bus and Bus Facilities Funding solicitation. In June of 2015, the City received notification the application was fully funded as requested with a funding period from October 1, 2016 to September 30, 2018. The project components for Bike and Bus Shelters include purchase and installation of a covered bike parking shelter, installation of five bus shelters, and purchase and installation of a bus stop bench. The Bike Amenities project includes the purchase and installation of bike sharrows and way-finding signage. Each project has a separate updated Grant Project Funding Agreement and Attachment A Project Budget Request attached to this report amending the project ending dates from September 30, 2018 to December 31, 2018, as detailed in the attached "Request for Time Extension." This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

ACTION: Approve the Grant Project Funding Agreements for Bike and Bus Shelters and Bike Amenities and Attachment A for Capital Asset 5339 federal funds extending the project end date to December 31, 2018.

Documents:

[ITD 5339 GRANT TIME EXTENSIONS.PDF](#)

E. SCADA Replacement Project FY2017 - Change Order No. 1 - Les MacDonald

In July of 2017 the City published an advertisement for bids for the Supervisory Control And Data Acquisition (SCADA) Replacement Project - 2017 with an Engineer's Estimated cost of \$483,881.00. Only one bid, from Strom Electric, was received. The bid from Strom was presented to and awarded by City Council for \$357,000.00 with Staff authorization to approve change orders up to 10% of the contract amount. Change Order #1 addresses increased quantities of system components with a cost exceeding the 10% Staff authorization threshold, so the change order is being presented to the City Council for approval in accordance with City policy. This was reviewed and recommended for approval by the Public

Works/Finance Committee on August 13, 2018.

ACTION: Approve Change Order No. 1 for the SCADA Replacement Project.

Documents:

[SCADA REPLACEMENT CHANGE ORDER.PDF](#)

F. Third Street Interpretive Sign Project - Michael Ray

The Historic Preservation Commission has undertaken a project to create interpretive signage for the larger institutional buildings along the Third Street corridor which are on the National Register of Historic Places. The buildings that have been identified are the 1912 Center, City Hall, Carnegie Library, and the Methodist Church. The interpretive signs are intended to be installed adjacent to the public sidewalk and convey important historical information about the buildings. This was reviewed by the Administrative Committee on August 13, 2018 and recommended for approval.

ACTION: Authorize the Historic Preservation Commission to proceed with ordering and installing the interpretive signs which have been budgeted in FY2018 and FY2019.

Documents:

[THIRD ST INTERPRETIVE SIGNS.PDF](#)

G. Moscow School District Agreement For School Resource Officer - James Fry

The City of Moscow, through the Moscow Police Department, has been employing a School Resource Officer (SRO) position for over 18 years to provide a law enforcement presence and additional resources to the Moscow School District to assist in providing and maintaining a safe and healthy student environment. Taking into account recent incidents of violence in schools across the nation, the District has requested that the City provide an additional School Resource Officer. The City will continue to bear the cost of the first School Resource Officer and Moscow School District shall provide funding to City to support the second SRO position. If approved, the agreement shall commence on the first day of October, 2018 and will provide 70% funding of the additional position for the first year, 85% the second year and 100% the third year and each subsequent year. This was reviewed and recommended for approval by the Administrative Committee on August 13, 2018.

ACTION: Approve the Memorandum of Understanding for Professional Services between the City of Moscow, Idaho and the Moscow School District No. 281.

Documents:

[MSD SCHOOL RESOURCE OFFICER.PDF](#)

H. Vandal Town Block Party Resolutions - Jen Pfiffner

The City of Moscow, University of Idaho and Moscow Chamber of Commerce are hosting the annual Vandal Town Block Party September 7, 2018 in downtown Moscow. The event will welcome back students while celebrating our important community partnerships. The block party is held on Main Street and features live music and local vendors. In years past, local businesses have been provided the opportunity to join the Block Party by hosting beer/wine gardens in the Main Street area and through allowed expansion of permitted sidewalk cafés during the event. Both activities require resolutions. Staff has prepared proposed resolutions for Council consideration. This was reviewed and recommended for approval by the Administrative Committee on August 13, 2018.

ACTION:

- A. Approve the attached resolution allowing beer/wine gardens during the 2018 Vandal Town Block Party.
- B. Approve the attached resolution allowing expansion of Sidewalk Cafés during the 2018 Vandal Town Block Party.

Documents:

[VANDAL TOWN BLOCK PARTY RESOLUTIONS.PDF](#)

2. Staff Recognition Report - Gary J. Riedner

3. Mayors Appointments

4. Public Comment And Mayor's Response Period (Limit 15 Minutes)

5. Public Hearing: Proposed Rezone At 406 Baker Street - Michael Ray

The applicant, Robert Peterson, is requesting to rezone a 32,569 square foot parcel located at 406 Baker Street. The parcel is currently zoned Neighborhood Business (NB) which the applicant is proposing to change to the Residential Office (RO) Zone. The Planning & Zoning Commission conducted a public hearing on July 11, 2018 and recommended approval of the rezone request.

PROPOSED ACTIONS: After conducting the public hearing and consideration of testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or consider the Zoning Ordinance on first reading; or reject the Zoning Ordinance and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take such other action deemed appropriate.

Documents:

[REZONE FOR 406 BAKER ST.PDF](#)

6. Public Hearing: Amendment Of Title 4, Chapters 4, 7, 8, And 10 Of M.C.C. Regarding Various Zoning Code Amendments - Michael Ray

The Planning and Zoning Commission has been working over the past few months on minor revisions to various sections of the Zoning Code within Title 4, Chapters 4, 7, 8, and 10. The proposed amendments pertain to Planned

Unit Developments, lot frontage and access requirements, expiration periods for certain land use actions, and public notice requirements. The Commission conducted a public hearing on this proposed ordinance on July 25, 2018 and unanimously recommended approval to City Council. This was reviewed by the Administrative Committee on August 13, 2018.

PROPOSED ACTIONS: Conduct the public hearing and upon consideration of testimony presented, 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 such other action deemed appropriate.

Documents:

[AMENDMENT OF TITLE 4.PDF](#)

7. Public Hearing: Open Budget For Fiscal Year 2017-2018 (FY2018) - Gary J. Riedner

The State of Idaho provides a process for cities to amend the original budget appropriation ordinance in accordance with Title 50-1003 of the Idaho Code. Staff is proposing to amend Ordinance 2017-07 due to federal, state and local grant awards, contributions and donations within the Recreation and Culture Fund, the Pumper Fire Truck, computer purchases, street maintenance and other projects. The proposed appropriation change is \$2,019,967. The Administrative Committee reviewed the ordinance on August 13, 2018.

PROPOSED ACTIONS: Conduct the public hearing upon the Ordinance amending the FY2018 City of Moscow Annual Appropriation Ordinance and upon consideration of testimony presented 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 action deemed appropriate.

Documents:

[OPEN BUDGET FY2018.PDF](#)

8. Single Stream Curbside Recycling Program Modification - Tim Davis

The landscape of recycling, and especially single stream recycling, has changed dramatically over the past year due to new regulations imposed by the government of China known as "National Sword 2017" and "Blue Sky 2018". China has historically imported over 50% of the world's recyclables, but these new policies severely restrict imports of recyclables and impose unachievable contamination rates. These new policies have flooded domestic recycling markets resulting in historic low market values for recyclables.

To maintain the economic viability of the single stream curbside recycling program in Moscow, we must adapt to these dramatic shifts to the world and domestic markets. Staff is proposing modifications to the single stream recycling program by concentrating focus on collecting high quality, marketable materials rather than expanded lists of low grade and difficult to market materials. Subtle changes to acceptable materials in the single

stream program will also require an extensive public education effort to minimize confusion by customers. This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

PROPOSED ACTIONS: Authorize staff to modify the single stream curbside recycling program as presented, or take other action deemed appropriate.

Documents:

[SINGLE STREAM RECYCLING MODIFICATION.PDF](#)

9. Third Street Corridor Multimodal Improvements - Phase I Bid Results - Les MacDonald

The City published an advertisement for bids on July 28, 2018 for the Third Street Corridor Multimodal Improvements - Phase I project. The base bid for this project phase includes the installation of approximately 1,650 linear feet of sidewalk, 25 pedestrian ramps, 5 bulb-outs, concrete curb, driveway approaches, retaining walls, stormwater pipe and catch basins on Third St from Hayes St to Mountain View Rd. The base bid also includes the installation of school zone flashing beacons around Moscow High School and Lena Whitmore Elementary and pedestrian hybrid beacons at the Third St and Mountain View Rd pedestrian crossing. An "Add Alternate Bid" was included for the installation of two raised crosswalks and associated work items at the intersections of Third St & Monroe St and Third St and Cleveland St.

The total Engineer's estimate for the project was \$445,829.88, which consisted of \$357,709.88 for the base bid and \$88,120.00 for the Add Alternate bid.

Bid opening for the project took place on August 14, 2018, at which one bid was received. McCall's Classic construction was the apparent low bidder on the project, with bids of \$388,813.13 for the base project and \$92,235.25 for the raised crosswalks alternative. A complete bid tabulation is attached.

PROPOSED ACTIONS: Accept the low bid from McCall's Classic Construction, award the contract for base bid only in the amount of \$388,813.13, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount; reject the bid; or take other action deemed appropriate.

Documents:

[3RD ST CORRIDOR BID RESULTS.PDF](#)

10. Discussion Regarding Educational Institutions In The Central Business District - Bill Belknap

During the recent Zoning Code update that was passed by the Council on May 21st, questions were raised by Council regarding the allowance of Educational Institutions (colleges and universities) within the Central Business (CB) Zoning District. The City Council approved the Zoning Code amendment as presented, but requested that the Administrative Committee continue the discussion regarding the allowance of educational uses within the CB District. Staff will provide a presentation upon the history of the CB

Zone and the 2005 City Code amendment that addressed educational uses including schools, commercial schools and educational institutions within the City's Commercial Zoning Districts and seek further Council direction.

PROPOSED ACTIONS: Receive report and provide Staff further direction.

Documents:

[EDUCATIONAL INSTITUTIONS IN CB.PDF](#)

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

208.883.7015

Monday
August 6, 2018

7:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 7:00 PM

PRESENT: Kathryn Bonzo Council President, Gina Taruscio Council Vice President, Art Bettge Councilmember, Jim Boland Councilmember, Brandy Sullivan Councilmember, Anne Zabala Councilmember, Bill Lambert Mayor

STAFF: Gary J. Riedner, Mia Vowels, Les MacDonald, James Fry, Dwight Curtis, Tyler Palmer, Jesse Flowers, Sarah Banks, Kathleen Burns, Laurie M. Hopkins

Pledge of Allegiance

Councilmember Boland led the Pledge of Allegiance.

1. Consent Agenda

A. Approval of Moscow City Council July 16, 2018 Minutes – Laurie M. Hopkins

B. Amended Fair Housing Resolution – Bill Belknap

The City of Moscow promotes equal opportunity in housing within the community through a number of activities including the passage of City Resolutions documenting the activities the City undertakes to affirmatively promote fair housing within the City. The City passed Resolution 2018-02 on February 20, 2018 for that purpose, but due to an oversight, the additional protections against housing discrimination based upon sexual orientation and/or gender identity/expression prohibited pursuant to Moscow City Code Title 10, Chapter 19, were omitted. Staff has prepared a revised Resolution to correct this error for the Council's consideration. This was reviewed and recommended for approval by the Administrative Committee on July 23, 2018.

PROPOSED ACTIONS: Approve the proposed revised Resolution.

C. Trindera Engineering Master Agreement for Professional Services – Tyler Palmer

The Public Works Department wishes to retain the firm of Trindera Engineering, Inc., of Coeur d'Alene, Idaho from our consultant roster so that future design services for which the firm is selected may be contracted through a Task Order Agreement. The attached Master Services Agreement will allow the City to retain Trindera for ongoing and upcoming design work. This was reviewed and recommended for approval by the Public Works/Finance Committee on July 23, 2018.

ACTION: Approve the Master Services Agreement for professional services by Trindera Engineering, Inc.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kathryn Bonzo, Council President
SECONDER:	Art Bettge, Councilmember
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

Minutes Acceptance: Minutes of Aug 6, 2018 7:00 PM (Consent Agenda)

2. Staff Recognition Report - Gary J. Riedner

None offered.

3. Mayors Appointments

None offered.

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

Linda Pike, 1026 E 3rd St Moscow, spoke on the pedestrian crossing on Third Street by Papa Murphys being a blind curve and pedestrians not being visible. She feels it needs to be addressed before winter when it gets darker earlier. MacDonald site distance does meet the standards. Staff has looked at flags and is currently reviewing whether that area can be included on the lighting project west of the crosswalk. The location is difficult for lighting but ITD is definitely supportive of adding flags to the crosswalk.

5. Citizen Commission Report – Sustainable Environment Commission –Tyler Palmer / Steve McGeehan

Palmer introduced Steve McGeehan. McGeehan presented the mission statement and members of the commission. This past year included collaboration with Avista, Planning and Zoning Commission and Parks and Recreation Commission and McGeehan listed some of the projects. SEC members are included on the Sanitation Master Plan Advisory Group. The Mayor and Council members commented on the presentation.

6. Public Hearing: City of Moscow's FY2019 Annual Budget – Gary J. Riedner

Staff will present the proposed City of Moscow FY2019 balanced budget in the amount of \$85,843,465 considered by the City Council at their workshop held July 9, 2018. Included for consideration is the FY2019 Annual Appropriation Ordinance and the L-2 property tax certification in the aggregate amount of \$5,666,358.

ACTION: Conduct the public hearing upon the approved FY2019 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 action deemed appropriate; B. Authorize the Mayor's execution of the L-2 property tax certification in the aggregate amount of \$5,666,358; or take other such action deemed appropriate.

Taruscio recused herself from the Partnership of Economic Prosperity part of the budget.

A budget workshop occurred in July and Riedner went through highlights of the budget. See attached presentation.

The public hearing was opened at 8:15 p.m.

Victoria Seever 121 N Lilly Moscow, said she supports the budget, fee resolution and the proposed bond. With two new city buildings proposed, she would like Council to seriously consider solar panels as an alternative energy source. She is proud of the planning and funding for important projects and competing for grants. Collaboration between city and citizens led to enhancements in the Third Street corridor and the budget will be reworked as it has been in the past.

Joann Muneta, 203 S. Howard St Moscow, saw \$100,000 in the capital fund with a list of projects. She would like to know if there is a match for the projects or will it include grants.

Brian Nobel, 2200 Blaine Rd Moscow, expressed support of the budget and also the SEC support of solar options. He gave details about the benefits of solar. He feels it is the responsibility of states and local governments to lead the way in addressing global climate change and renewable energy will lead us that direction. The new police station could serve as an anchor for a micro grid that can provide energy to critical circuits.

The public hearing was closed at 8:23 p.m.

Riedner responded the transfer of the \$100,000 is current revenues that will join other funds in capital projects for FY2019. The transfer helps replenish the line item for future projects prioritized by Council. The remainder of the Third Street bridge money will go to capital projects accumulation and is still assigned to that project until Council directs otherwise.

Councilmembers received answers to their questions at the public workshop. Bettge moved and Zabala seconded 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. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried. Mayor Lambert read Ordinance 2018-09.

Bettge moved and Bonzo seconded to authorize the Mayor's execution of the L-2 property tax certification in the aggregate amount of \$5,666,358. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Public Hearing: FY2019 Proposed Fee Resolution - 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, pursuant to 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 FY2019 budget year. The fee increases are due to the additional costs associated with the delivery of services including administration, operations and maintenance. This was reviewed by the Public Works/Finance Committee on July 23, 2018 and forwarded to the City Council for public hearing.

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

Riedner explained the law regarding new and increased fees. Land use, building, electrical and mechanical fees are in the second year of a three year implementation phase needed to get the fees where they offset the services provided. Sanitation, water and sewer fee increase are per each rate study. Parks & Recreation program fees are proposed to increase at 5% and Hamilton Lowe Aquatic Center fees at 7%. Other miscellaneous fee increases are also included.

The public hearing was opened at 8:35 p.m.

Joann Muneta 203 S Howard Moscow, asked for clarification on the Farmers Market fees.

Burns responded that the fees will be evaluated at the end of the market season and if needed will come forward at a later date.

The public hearing was closed at 8:37 p.m.

Boland said charges are marginal costs for water and encouraged conservation. Bettge felt the suggested fee increases keep up with the cost of doing business.

The resolution was approved by roll call vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kathryn Bonzo, Council President
SECONDER:	Gina Taruscio, Council Vice President
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

Recess at 8:40 p.m. and reconvened at 8:46 p.m.

8. Proposed Public Art Location - C & Main Streets - Kathleen Burns

The Public Art Master Plan has identified the highest priority location for the next planned installation of public art in Moscow to be the North City Entry - the north couplet near the intersection of Main and C Streets. Per the Public Art Guidelines; Identification of Public Art Projects, this location has been reviewed by the City staff who have also consulted with the Moscow Arts Commission. The Commission is in favor of pursuing a project at the proposed location. Additionally, City staff has contacted the Idaho Transportation Department (ITD) as the project area is adjacent to the State's right-of-way and they are open to proceeding with an installation at the location.

The estimated timeline of the project, once approved, is 10 months. In an attempt to complete the project given the anticipated timeline and to plan for a potential dedication event at the 2019 Artwalk event, planning for this project is proposed to move forward in FY2018. The project is proposed in the FY2019 budget for up to \$30,000. Planning activities proposed for FY2018 will include defining the scope and possibilities for the project with no funds to be expended until FY2019 and pending budget approval. This was reviewed and recommended for approval by the Administrative Committee on July 23, 2018.

PROPOSED ACTIONS: Approve location of C and Main Street and initial planning for a public art installation at the site in FY2018 or take such other action deemed appropriate.

Burns introduced the item as written above. The Council discussed the removal of the tree in the location and having a theme for art. The location of C and Main Street and initial planning for a public art installation at the site in FY2018 was approved by roll call vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gina Taruscio, Council Vice President
SECONDER:	Brandy Sullivan, Councilmember
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

9. Powers Avenue Cul-De-Sac Rights of Way Dedications - Bob Buvel

The Palouse Prairie Charter School is proposing to construct a new school building at 406 Powers Avenue. On December 18th 2017 the Board of Adjustment Approved the Palouse Prairie Charter School Conditional Use Permit (CUP) with the condition that the school dedicate rights-of-way for and construct a 96-foot diameter cul-de-sac at the terminus of Powers Avenue prior to any building permits being issued upon the property. As designed, the proposed cul-de-sac design will be located partially on the Palouse Prairie Charter School property and partially on a lot owned by The Indian Hills Trading Company. The Indian Hills Trading Co. has agreed to dedicate the right-of-way with the sale of the land to Palouse Prairie Charter School. The City of Moscow will need to formally accept the dedication of property for right-of-way purposes to enable its use as a public turnaround on Powers Avenue. This item was expedited by Staff to avoid delaying the issuance of the Palouse Prairie School's building permit.

Minutes Acceptance: Minutes of Aug 6, 2018 7:00 PM (Consent Agenda)

PROPOSED ACTIONS: Accept the rights of way dedications from the Palouse Prairie Educational Organization and The Indian Hills Trading Co.; or take such other action deemed appropriate.

MacDonald described the area for the dedications and reminded the council of the requirements for the Powers Avenue cul-de-sac previously approved by Council. The Council had no questions. The acceptance of the rights-of-way dedications from the Palouse Prairie Educational Organization and The Indian Hills Trading Co. were approved by roll call vote.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Art Bettge, Councilmember
SECONDER:	Gina Taruscio, Council Vice President
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

10. Mountain View Road Grind & Inlay - 2018 Bid Results - Les MacDonald

Moscow Public Works solicited for bids on the Mountain View Road Grind and Inlay Pavement Preservation Project on July 23, 2018. The base bid for the project will improve the deteriorated segment of Mountain View Road from its intersection with East Sixth Street to Joseph Street. The project will remove a portion of the existing asphalt, install a pavement overlay geotextile fabric, and place approximately 4,104 square yards of a 2.5-inch thick asphalt pavement overlay. An "Add Alternate Bid" was added to allow for paving of the North lane of White Avenue from approximately 140' east of State Highway 8 to the intersection of White Avenue and Blaine Street. The White Avenue work includes 2,063 square yards of full depth (4-inch) asphalt pavement which was removed during the installation of the 2018 White Avenue water line replacement project.

The contract construction period is scheduled at ten (10) calendar days for the Base Bid and five (5) calendar days for the Bid Alternate. The bid solicitation included the requirement that the Mountain View work be completed by September 28, 2018 and the White Avenue work be completed by September 3, 2018 to avoid complications with the additional White Avenue traffic during the Latah County Fair (September 13-16).

The total Engineer's estimate was \$164,697, which consisted of \$97,997 for the Mountain View base project and \$66,700 for the White Avenue alternate project.

Bid opening for the project took place on Friday, July 27, 2018, at which two bids were received. Motley-Motley was the apparent low bidder on the project, with bids of \$90,618 for the base project and \$58,882 for the White Avenue alternate. Poe Asphalt submitted bids in the amounts of \$101,263.20 for the base project and \$67,306 for the White Avenue alternate.

PROPOSED ACTIONS: Accept the lowest responsive bid from Motley-Motley, award the contract for both the base project and the add alternate in the amount of \$149,500, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount; or take such other action deemed appropriate.

MacDonald introduced the item as written above. This is a short time fix as the City has a grant project scheduled for construction in 2023 or 2024. The sewer project on White Ave tore up the north side of the street and the add alternate is to pave that area. Phase 6 of the SE sewer line project will be in a couple years and the south side of White will be done at that time. The alignment across Styner to the south is still under review.

Acceptance of the lowest responsive bid from Motley-Motley, award of the contract for both the base project and the add alternate in the amount of \$149,500, and authorization for staff approval for construction change orders in an amount not to exceed 10% of the contract amount was approved by roll

call vote.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Kathryn Bonzo, Council President
SECONDER:	Jim Boland, Councilmember
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

11. Third Street Pedestrian Bridge Schedule - Les MacDonald

During the July 16th City Council meeting two motions were approved related to the installation of a temporary pedestrian bridge and a permanent multimodal bridge across Paradise Creek at Third Street. This discussion item will serve to provide further clarification on the schedule for implementation of these projects.

ACTION: Discuss the proposed schedules for the implementation of the two Third Street Bridge projects and provide Council direction on implementation schedules; or take other action deemed appropriate.

MacDonald said three weeks ago, bids for the bridge were rejected. The Council also approved directing staff to find and install a portable/temporary pedestrian/bicycle bridge to connect improvements to Mountain View Rd with the following parameters: purchase of the structure be complete by end of fiscal year 2018; the cost of the structure to be under \$50,000 to avoid the bidding process; and the bridge be open to the public by end of calendar year. Staff concern is the schedule for construction, specifically in December. Final paving would be after asphalt companies have shut down which is problematic. Staff is recommending modification of the schedule to allow a spring completion. Staff would continue to push forward with project but would allow some flexibility. Staff suggests a target of mid-May. The second motion was pursuit of rebid for the multi-modal bridge and staff needs further clarification. Riedner said the rebid clarification can be discussed at a future meeting as there will not be enough in the budget to rebid in good faith. Riedner would like to put together more long range financial information.

MacDonald said staff has been reaching out to bridge providers and the type of bridge necessary to accommodate City needs are over the \$50,000. A semi-formal process where a quote is received from three vendors may be used and can be done quickly. MacDonald explained the process of moving a temporary bridge and the decking required in order to move it.

Boland felt spring is fine if that works logistically and feels flexibility is fine as long as there is a date certain. Staff intent is to issue the RFP this month, bids back early September, select vendor and make order. Logistical issue is when it is fabricated. The shop construction drawings do not usually meet the floodplain requirements needed for Moscow. If there are no major problems with the design, fabrication could begin in January and delivered in March so it is not stored over the winter. MacDonald went over some requirements of the bridge specific to Moscow's situation and estimated the entire project between \$75,000 and \$90,000. The FY2019 budget includes the Third Street bridge roll over from FY2018 of approximately \$87,000. The estimated cost of moving the bridge could be \$20,000-25,000.

Boland suggested proceeding with bridge research and report back to Council with solid bids for what kind of structure, least cost for installation, and the timeline can be flexible. Riedner confirmed consensus from the Council to proceed with the bid process to determine the bid prices. Discussion ensued regarding snow removal and railroad car bridges and reuse of bridges.

Bonzo confirmed Council consensus it to hold off on the rebid of the multi-modal bridge and report back on the pedestrian bridge bids. Boland would like to see the pedestrian bridge installed prior to rebid of the multi-modal bridge. Bettge feels accumulating capital and waiting for a more favorable construction climate all plays into this.

Reports

City Council

Farmers Market Commission - Bonzo reported the Commission did a rapid market assessment survey and another one will be September 8.

Moscow Urban Renewal Agency - Bettge said they approved the FY2019 budget; adopted the policy manual on operations. Sullivan added two of the Alturas lots are entering an exclusive negotiation agreement with Alturas analytics. Regarding the Southeast Industrial Park, three properties would need to be annexed and one owner does not wish to be annexed. Belknap will reevaluate and report back.

SMART Transit - Zabala said the hours were extended starting today.

Planning & Zoning Commission - Zabala reported the Commission recommended modifying the time requirement for notifications for P&Z hearings from 30 days to 15 days.

Sustainable Environment Commission - Sullivan said the Commission received a report from Cooper doing audits of disposals at the market particular to vendors; electric car event on September 15th in the Rosauers parking lot.

Mayor

Mayor Lambert attended the Cal Ripken playoffs, the Airport Board and the Sojourners opening.

Staff

Riedner invited anyone to apply to Leadership Moscow through the Moscow Chamber of Commerce. It provides exposure to networking and business leaders.

Adjourn

The meeting was closed at 9:49 PM

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Minutes Acceptance: Minutes of Aug 6, 2018 7:00 PM (Consent Agenda)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/20/2018**Title:** Disbursement Report for July 2018**Responsible Staff:** Sarah Banks

Information

DESCRIPTION: Presentation of the Accounts Payable Report for the month ending July 31st, 2018. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$2,740,999.90. This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

Payroll	\$1,106,210.00
Professional Services	55,689.00
Sanitation	283,348.00
Capital Outlay-Equipment	20,790.00
Supplies	47,018.00
Capital Outlay-Improvements	366,512.00
Capital Outlay-Vehicles	73,000.00
Utilities	80,457.00
Capital Outlay	508,612.00
Contractual Payments	23,198.00
ACH Wells Fargo	31,685.00
Current Liabilities	4,140.00
Total	\$2,600,659.00

STAFF RECOMMENDATION: Approve report.

ACTION: Approve the Disbursements Report for the month of July 2018.

Necessary Resources/Impacts

\$2,740,999.90

Attachments

Disbursements Report FY18
Cash & Investments Balances - July 2018
Revenue July 2018

DISBURSEMENTS REPORT FOR JULY 2018												
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		7/5/2018	7/12/2018	7/13/2018	7/19/2018	7/26/2018	7/26/2018	7/10/2018 7/23/2018	7/23/2018	7/6/2018	7/20/2018	
BATCH #		00001.07.2018	00002.07.2018 00020.07.2018	00040.07.2018	00004.07.2018	00007.07.2018	00005.07.2018	00003.07.2018 00006.07.2018	00004.07.2018 00006.07.2018	00100.07.2018	00200.07.2018	
CHECK #'s		87921-87982	87983-88110	88111	88112-88202	88203	88204-88272	July's CC ACHS	88184, 88115	20742-20749	20761 20750-20760	
Fund #	ACH for Wells Fargo to be Imported 8/6/18											
101	GENERAL	10,714.93	26,033.42		18,936.21		14,612.01	8,717.58				8,717.58
105	STREETS	1,900.25	22,544.97		10,871.46		5,220.60	14,279.38				686,030.58
120	RECREATION AND CULTURE	3,681.85	28,013.00		24,986.31		7,009.64	910.65	(1,280.00)	26,116.71	25,966.61	92,251.25
121	MSD COMM. PLAY FIELDS		1,950.42		1,185.82		751.16	2,622.15		94,207.29	92,834.38	253,354.62
123	1912 CENTER						7,916.67			2,378.38	2,130.10	8,395.88
128	TRANSIT CENTER		111.18		899.23		149.14					7,916.67
220	WATER	7,796.19	40,821.87		9,684.18		23,486.57	48.64	(50.00)	48,298.91	50,093.18	1,159.55
230	SEWER	17,694.04	36,122.72	121.66	22,991.59		10,761.30	3,176.51	(50.00)	46,464.05	49,741.12	180,179.54
240	SANITATION	8,200.00	43.51		266,522.70		1,070.50			3,751.26	3,837.19	187,022.99
290	FLEET	536.27	8,996.34		7,497.36		79,203.93	23.00		12,595.16	12,804.58	283,425.16
295	INFORMATION SYSTEMS	437.59	5,636.42		1,161.70			662.23		16,569.92	16,966.92	121,656.64
320	WATER CAPITAL PROJECTS	160,532.86	830.00		8,029.57	200,000.00	11,005.02	79.21				41,434.78
330	SEWER CAPITAL PROJECTS	7,726.76			6,569.64	223,979.00	1,711.89	362.80				380,476.66
340	SANITATION CAPITAL PROJ											240,350.09
350	CAPITAL PROJECTS	22,947.69	38,766.97		153,582.00		32,528.69	802.56				0.00
355	LID CONSTRUCTION											248,627.91
380	HAMILTON - PARKS & REC											0.00
590	BONDS & INTEREST											0.00
	TOTAL	242,168.43	209,870.82	121.66	532,917.77	423,979.00	195,427.12	31,684.71	(1,380.00)	537,849.64	568,360.75	2,740,999.90

WIRE Transfers:

_____ Kathryn Bonzo, Chair

_____ Brandy Sullivan

_____ Jim Boland

_____ Gary J. Riedner, Acting Finance Director

Attachment: Disbursements Report FY18 (1782 : Disbursement Report for July 2018)

City of Moscow Cash and Investments Balances as of 7/31/2018		
Fund	Year to Date Balance	
General Fund	\$	6,298,215.85
Street Fund	\$	1,798,350.39
Culture & Recreation	\$	1,437,789.37
MSDCPF	\$	160,882.06
1912 Fund	\$	75,321.04
Art Fund	\$	-
Transit Center	\$	109,550.69
Water Fund	\$	2,634,201.69
Sewer/WWTP	\$	3,943,336.89
Sanitation Fund	\$	2,231,653.99
Fleet Fund	\$	2,520,003.38
Information Systems	\$	1,817,002.26
Water Capital	\$	6,480,237.55
Sewer Capital	\$	7,258,011.10
Capital Projects	\$	5,424,661.71
Sanitation Capital	\$	4,772,636.91
LID construction	\$	180,020.81
Hamilton	\$	2,572,387.06
Bond & Interest	\$	248,615.48
LID Funds	\$	29,058.09
Payroll Service	\$	540,533.51
Total Cash & Investments	\$	50,532,469.83

RECEIPTS REPORT FOR JULY 2018

RECEIPTS REPORT FOR JULY 2018												
FUND NAME		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	2,006,378.47	100,874.89	66,018.21	266,713.89	126,585.89	9,780.59	28,807.22	954.06	1,600.00	4,170.84	2,611,884.06
105	STREETS	256,270.00	0.00	0.00	279,734.42	26,223.40	0.00	0.00	150.00	0.00	0.00	562,377.82
120	RECREATION AND CULTURE	0.00	0.00	25.00	0.00	109,827.47	0.00	0.00	999.45	-67.00	0.00	110,784.92
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	6,631.55	0.00	0.00	0.00	0.00	0.00	0.00	6,631.55
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	1,379.54	0.00	0.00	0.00	0.00	0.00	1,379.54
220	WATER	0.00	0.00	0.00	0.00	544,669.79	0.00	40,398.32	536.15	0.00	0.00	585,604.26
230	SEWER	0.00	0.00	0.00	0.00	546,125.56	0.00	0.00	2,307.56	0.00	0.00	548,433.12
240	SANITATION	0.00	0.00	0.00	0.00	371,204.66	0.00	0.00	2,000.00	0.00	0.00	373,204.66
290	FLEET	0.00	0.00	0.00	0.00	72,631.94	0.00	0.00	0.00	0.00	0.00	72,631.94
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	97,568.34	0.00	0.00	3,195.30	0.00	0.00	100,763.64
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	0.00	0.00	70,700.00	0.00	70,700.00
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	2,518.44	0.00	0.00	0.00	2,518.44
590	BOND & INTEREST	63,857.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	63,857.27
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		2,326,505.74	100,874.89	66,043.21	553,079.86	1,896,216.59	9,780.59	71,723.98	10,142.52	72,233.00	4,170.84	5,110,771.22

Attachment: Revenue July 2018 (1782 : Disbursement Report for July 2018)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/20/2018**Title:** 775 Indian Hills Drive Lot Line Adjustment**Responsible Staff:** Michael Ray

Information

DESCRIPTION: Jim Swift is requesting a lot line adjustment between Lots 8 and 9 of Indian Hills Seventh Addition currently addressed as 775 Indian Hills Drive. Lot 8 is currently 13,343 sf in size and Lot 9 is currently 12,112 sf in size. The applicant is proposing to adjust the common lot line between the two parcels to make construction of homes on the properties more feasible due to difficult grades and a previously constructed retaining wall. The proposed lot line adjustment will render Lot 8 - 15,826 sf in size and Lot 9 - 9,631 sf in size. The subject properties are located in the Low Density Single-Family Residential (R-1) Zoning District which has a minimum lot area of 9,600 sf and a minimum lot width of 80 feet. Both parcels will meet the minimum lot area and width requirements for the R-1 Zone. This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

STAFF RECOMMENDATION: Approve the lot line adjustment request with no conditions.

ACTION: Approve the lot line adjustment request with no conditions.

Necessary Resources/Impacts

N/A

Attachments

Lot line adjustment request letter
 Record of Survey
 4065 Parcel A - Legal Description
 4065 Parcel B - Legal Description
 Indian Hill 7th Plat

July 20, 2018

Mayor Lambert and Moscow City Council
City Hall
Moscow, ID 83843

Re: Lot Line Adjustment

Dear Mayor Lambert and City Council:

The owner of the Indian Hills Lot 775 is requesting a lot line adjustment. The purpose of this request is to adjust the boundaries between original lots 8 and 9 of the *Indian Hills Seventh Addition*. The revised lot lines will make construction of homes on that property more feasible due difficult grades and a previously constructed retaining wall.

The proposed lot sizes would be:

1. Parcel 8 – 15,826 SF
2. Parcel 9 – 9,631 SF

Attached are the following:

1. Existing Plat
2. Proposed Record of Survey
3. Existing overlaid with proposed survey lines
4. Proposed legal descriptions

Please do not hesitate to contact me if you have questions regarding the lot line adjustment request.

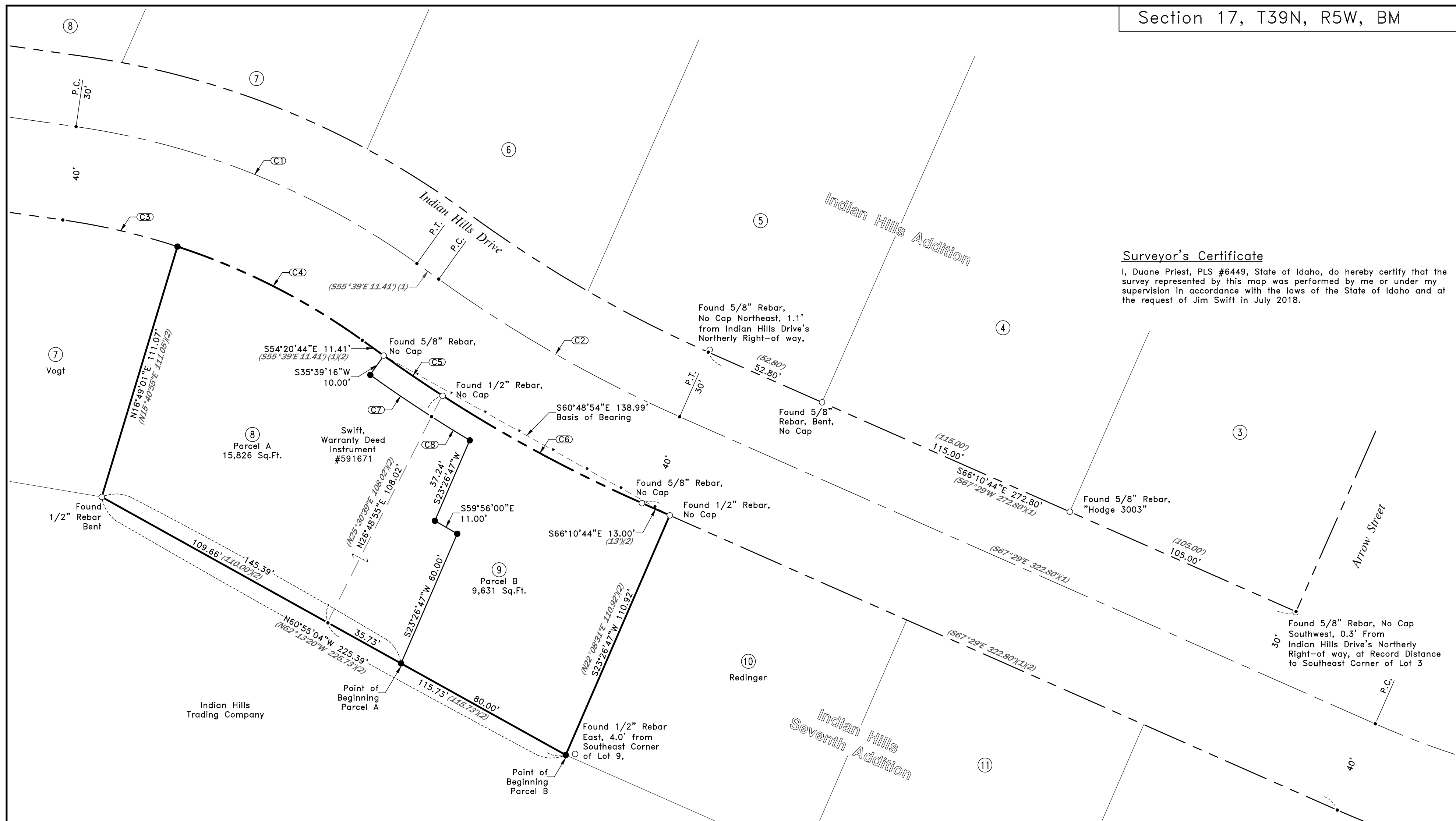
Sincerely,



Scott Becker, PE
Principal
Hodge and Associates Inc.

Enc

Section 17, T39N, R5W, BM



Surveyor's Certificate

I, Duane Priest, PLS #6449, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Jim Swift in July 2018.



History & Preservation, Inc.
 P.O. Box 8728
 405 S. Washington Street
 Boise, Idaho 83726-8728
 (208) 852-3545
 (208) 852-3526

RIM ROCK CONSULTING, INC.
 Lead Surveying
 Site Planning
 Mapping

120 WEST 25 STREET #102 BOISE, IDAHO 83726-8539 PHONE: 208-852-3539 EMAIL: RR@rimrockconsulting.net

Survey References

- Indian Hills Addition to the City of Moscow, Instrument #235976, by H.J. Smith, PE #505.
- Indian Hills Seventh Addition to the City of Moscow, Instrument #413230, by J. Hammond, PE/LS #2102.
- Warranty Deed, Instrument #591671, Vetrus to Swift

Basis of Bearings

The Basis of Bearings for this survey is a line between the Point of Curve 30' westerly of the boundary line common to lots 8 & 9, Indian Hills Seventh Addition, on the south right-of-way of Indian Hills Drive and the northeast corner of Lot 9 shown hereon as S60°48'54"E, per GPS observation

Purpose Of Survey

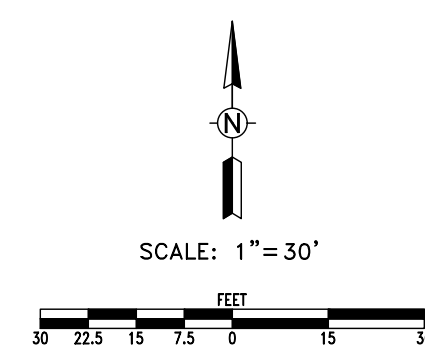
To locate, monument and map the boundary of the Swift property, Lots 8 & 9 of Indian Hills Seventh Addition to the City of Moscow, as described in Warranty Deed, Instrument #591671. And to facilitate a Boundary Line Adjustment on said property, as shown hereon.

CURVE TABLE					
CURVE	LENGTH	DELTA	RADIUS	CHORD	CHRD BRNG
C1	157.43'	27°33'59"	327.22'	155.92'	S68°07'44"E
C2	118.00'	11°49'56"	571.40'	117.79'	S60°15'43"E
C3	50.00'	9°58'27"	287.22'	49.94'	S76°55'30"E
C4	88.19'	17°35'33"	287.22'	87.84'	S63°08'31"E
C5	30.00'	2°48'41"	611.40'	30.00'	S55°45'05"E
C6	96.27'	9°01'18"	611.40'	96.17'	S61°40'05"E
C7	31.55'	2°54'31"	621.40'	31.54'	S55°48'00"E
C8	19.09'	1°45'36"	621.40'	19.09'	S58°08'04"E

Curve 1 & 2 Length, Delta, Radius and Chord Length Values are the Same as the Values Shown in References (1) & (2).
 Curve 3, 4, 5 & 6 Length, Delta, Radius and Chord Length Values are the Same as the Values Shown in Reference (2).

Legend

- ⊕ Found City of Moscow Aluminum Cap Monument
- Set 5/8" Diameter Rebar w/Yellow Plastic Cap Stamped "Priest 6449"
- Found Rebar, as Described
- Calculated Position
- ① Lot Number
- (100') Record Data – See Survey References
- Ⓒ1 Curve Data – See Table
- P.C./P.T. Point of Curve/Point of Tangency
- Boundary Line
- Parcel Line, After Boundary Adjustment
- - - - - Original Lot Line, to be Made Obsolete
- Original Lot Line
- Centerline
- Right-of-Way
- . - . - . Survey Tie Line



NO. _____ AT THE REQUEST OF: _____

DATE & HOUR: _____

_____ M.
 HENRIANNE WESTBERG
 LATAH COUNTY RECORDER

FEE \$ _____ BY _____

Record of Survey for:
Jim Swift
 Latah County, Idaho

Drafted by: SW

Checked by: MT

File Name: 4065 R0S.dwg

Tab: Layout

Plot Style OCE.ctb

Project: 4065-06-18

Date: 7/31/18

1 of 1

7/31/2018

Legal Description by Hodge & Associates

For Jim Swift

Parcel A

A legal description for a parcel of land, located in the SE1/4 of the SW1/4 of Section 17, T39N, R5W, B.M., being a portion of Lots 8 & 9 of Indian Hills Seventh Addition to the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Commencing at the southeast corner of Lot 9 of Indian Hills Seventh Addition to the City of Moscow, Thence along the south line of said Lot 9, N60°55'04"W, 80.00 feet to the **Point of Beginning**:

Thence continuing along said south line, N60°55'04"W, 35.73 feet to the southeast corner of Lot 8 of Indian Hills Seventh Addition to the City of Moscow;

Thence N60°55'04"W, 109.66 feet to the southwest corner of said Lot 8;

Thence N16°49'01"E, 111.07 feet to the northwest corner of said Lot 8 and the southerly right-of-way of Indian Hills Drive;

Thence along said southerly right-of-way and the northerly line of said Lot 8, the following two courses;

Thence 88.19 feet, along a curve to the right, said curve having a Delta = 17°35'33", Radius = 287.22, Chord = 87.84 and a Chord Bearing = S63°08'31"E;

Thence S54°20'44"E, 11.41 feet;

Thence, leaving said southerly right-of-way and northerly line S35°39'16"W, 10.00 feet;

Thence 31.55 feet, along a curve to the left, said curve having a Delta = 2°54'31", Radius = 621.40 feet, Chord = 31.54 feet and a Chord Bearing = S55°48'00"E to the westerly line of Lot 9 of Indian Hills Seventh Addition to the City of Moscow;;

Thence, 19.09 feet, along a curve to the left, said curve having a Delta = 1°45'36", Radius = 621.40 feet, Chord = 19.09 feet and a Chord Bearing = S58°08'04"E;

Thence S23°26'47"W, parallel with the west line of Lot 9, 37.24 feet;

Thence S59°56'00"E, 11.00 feet;

Thence S23°26'47"W, parallel with the west line of Lot 9, 60.00 feet to the **Point of Beginning**.

Parcel contains 15,826 square feet, more or less.



Attachment: 4065 Parcel A - Legal Description (1787 : 775 Indian Hills Drive Lot Line Adjustment)

7/31/2018

Legal Description by Hodge & Associates
For Jim Swift
Parcel B

A legal description for a parcel of land, located in the SE1/4 of the SW1/4 of Section 17, T39N, R5W, B.M., being a portion of Lots 8 & 9 of Indian Hills Seventh Addition to the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Beginning at the southeast corner of Lot 9 of Indian Hills Seventh Addition to the City of Moscow:

Thence along the south line of said Lot 9, N60°55'04"W, 80.00 feet;
 Thence leaving said south line, N23°26'47"E, parallel with the west line of Lot 9, 60.00 feet;
 Thence N59°56'00"W, 11.00 feet;
 Thence N23°26'47"E, parallel with the west line of Lot 9, 37.24 feet;
 Thence, 19.09 feet, along a curve to the right, said curve having a Delta = 1°45'36", Radius = 621.40 feet, Chord = 19.09 feet and a Chord Bearing = N58°08'04"W to the easterly line of Lot 8 of Indian Hills Seventh Addition to the City of Moscow;
 Thence 31.55 feet, along a curve to the right, said curve having a Delta = 2°54'31", Radius = 621.40 feet, Chord = 31.54 feet and a Chord Bearing = N55°48'00"W;
 The N35°39'16"E, 10.00 feet to the northerly line of said Lot 8 and the southerly right-of-way of Indian Hills Drive;
 Thence along said northerly line and southerly right-of-way, 30.00 feet, along a curve to the right, said curve having a Delta = 2°48'41", Radius = 611.40 feet, Chord = 30.00 feet and a Chord Bearing = S55°45'05"E to the northwest corner of Lot 9 of Indian Hills Seventh Addition to the City of Moscow;
 Thence, continuing along the southerly right-of-way of Indian Hills Drive and along the northerly Line of said Lot 9 the following two courses:
 Thence 96.27 feet, along a curve to the left, said curve having a Delta = 9°01'18", Radius = 611.40 feet, Chord = 96.17 feet and a Chord Bearing = S61°40'05"E;
 Thence S66°10'44"E, 13.00 feet to the northeast corner of said Lot 9;
 Thence S23°26'47"W, 110.92 feet to the **Point of Beginning**.

Parcel contains 9,631 square feet, more or less.



Attachment: 4065 Parcel B - Legal Description (1787 : 775 Indian Hills Drive Lot Line Adjustment)

W. 1/4 COR. SEC. 17
T.39N, R.5W, B.M.
S 01°02'27" W 330.00'
(RECORD SOUTH 330.0')
N 1°02'27" E 2,304.45'
(STATE PLANE)
FOUND BRASS CAP MON.
STATE PLANE COORDINATES:
N. 1,843,203.69
E. 186,364.67

FOUND BRASS CAP MON.
STATE PLANE COORDINATES:
N. 1,845,637.91
E. 186,412.52

EAST 1332.5' (RECORD)

N.W. COR. PARADISE HILLS ADDITION
S 00°17' E 778.19'
(RECORD)

C=177.43'
B=557°05'30" W
L=188.59'
A=68.57'
R=156.73'

C=103.81'
B=57°03'30" W
L=104.88'
A=31°01'
R=193.75'

TRUE POINT OF BEGINNING
STATE PLANE COORDINATES:
N. 1,844,318.95
E. 187,294.19

UNPLATTED
INDIAN HILLS TRADING CO.

INDIAN HILLS ADDITION

PARADISE HILLS ADDITION

INDIAN HILLS SEVENTH ADDITION

UNPLATTED
INDIAN HILLS TRADING CO.

NUMBER	Radius	Arc Length	Chord Direction	Chord Length	Deg. of Curve (arc)	Tangent	Delta Angle
C1	178.78	100.00	S 14°18'10" E	98.718	31°52'28"	51.33	31°52'28"
C2	178.78	110.03	S 18°05'40" E	108.32	31°52'28"	56.80	31°52'28"
C3	178.78	88.87	S 19°59'03" E	88.03	31°52'28"	45.85	28°40'33"
C4	178.78	102.78	N 88°39'20" E	108.15	31°52'28"	55.55	34°20'40"
C5	177.95	46.18	N 88°45'55" E	46.16	32°11'52"	23.21	14°51'45"
C6	177.95	85.00	N 81°29'23" E	93.08	32°11'52"	48.68	30°38'18"
C7	287.22	50.00	N 78°13'48" W	49.94	19°58'54"	25.06	09°58'27"
C8	287.22	88.19	N 84°28'46" W	87.84	19°58'54"	44.44	17°38'33"
C9	611.40	30.00	N 87°03'20" W	30.00	09°22'18"	15.00	02°48'41"
C10	611.40	36.27	N 82°58'20" W	36.17	09°22'18"	18.23	09°01'18"
C11	404.42	18.00	N 88°11'30" W	18.00	14°10'03"	8.00	01°25'00"
C12	404.42	88.70	N 75°11'03" W	88.53	14°10'03"	44.53	12°34'03"
C13	404.42	80.23	N 85°34'01" W	80.17	14°10'03"	38.17	08°31'57"

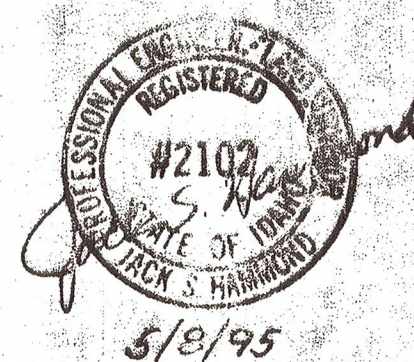
NUMBER	Radius	Arc Length	Chord Direction	Chord Length	Deg. of Curve (arc)	Tangent	Delta Angle
C14	138.76	368.93	N 53°01'30" W	270.79	40°58'45"	545.97	151°17'
C15	217.83	172.87	N 74°03'30" E	192.39	26°17'17"	91.28	45°17'
C16	327.22	187.43	N 89°28'18" W	185.92	17°30'36"	80.27	27°34'
C17	571.40	18.00	N 81°34'00" W	17.68	12°01'38"	59.21	11°50'
C18	364.42	113.15	N 78°22'28" W	112.85	15°43'21"	57.01	17°48'57"
C19	364.42	30.11	N 85°18'57" W	30.10	15°43'21"	15.06	04°44'03"

LOT AREAS

LOT #	AREA (SF)
1	12,004
2	13,468
3	12,995
4	12,231
5	13,478
6	14,614
7	14,151
8	13,387
9	12,111
10	12,201
11	12,201
12	11,637
13	11,631

NOTE:
BASIS OF BEARING: INDIAN HILLS ADDITION

- LEGEND
- SURVEY EXTERIOR WIRE POINT
5/8" DIA. X 30" LG. STEEL REBAR
 - LOT CORNER - 1/2" DIA. X 24"
LG STEEL REBAR
 - POINTS ON CENTER LINES OF AVENUE
AND STREETS (NO MONUMENTS SET)
 - POINTS ON RIGHT-OF-WAY OF STREETS (NOT FOUND)
 - STREET MONUMENT
 - POINT ON WESTERLY R-S LINE OF SECTION 17
 - TRUE POINT OF BEGINNING (Initial Point)
2" DIA. IRON PIPE 30" LONG



HEDCO
HAMMOND ENGINEERING & DEVELOPMENT COMPANY
PO BOX 480 TULSA, OKLAHOMA 74101
(206) 835-8433

INDIAN HILLS SEVENTH ADDITION
TO THE CITY OF MOSCOW
LATAH COUNTY, IDAHO
OWNER: INDIAN HILLS TRADING CO.

SCALE: 1" = 100'
DRAWN BY: JSH
CHECKED BY: JSH
DATE: 6-95
JOB NO: 405
SHEET: 1 OF 2
DRAWING NO: 405E1

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/20/2018**Title:** ITD 5339 Capital Grant Project Funding Agreements - Time Extensions**Responsible Staff:** Alisa Anderson

Information

DESCRIPTION: In March of 2015, the City submitted a grant application to the Public Transportation Division of the Idaho Transportation Department (ITD) for a Rural One-Time Capital Asset 5339 Bus and Bus Facilities Funding solicitation. In June of 2015, the City received notification the application was fully funded as requested with a funding period from October 1, 2016 to September 30, 2018.

The project components for Bike and Bus Shelters include purchase and installation of a covered bike parking shelter, installation of five bus shelters, and purchase and installation of a bus stop bench. The Bike Amenities project includes the purchase and installation of bike sharrows and way-finding signage. Each project has a separate updated Grant Project Funding Agreement and Attachment A Project Budget Request attached to this report amending the project ending dates from September 30, 2018 to December 31, 2018, as detailed in the attached "Request for Time Extension."

Staff received the Federal Transportation Administration environmental clearance approval on July 24, 2018, for the Bike and Bus Shelters project after the time extension request had been submitted to ITD.

The Bike and Bus Shelter project Construction Agreement with McCall Classic Construction was approved by City Council on July 16, 2018.

This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

STAFF RECOMMENDATION: Approve the Grant Project Funding Agreements for Bike and Bus Shelters and Bike Amenities and Attachment A for Capital Asset 5339 federal funds extending the project end date to December 31, 2018.

ACTION: Approve the Grant Project Funding Agreements for Bike and Bus Shelters and Bike Amenities and Attachment A for Capital Asset 5339 federal funds extending the project end date to December 31, 2018.

Necessary Resources/Impacts

Administration – Grant Award Management; Public Works – Engineering – Bid Solicitation, Award, and Construction Management. FY18 Capital Projects - Open Budget.

Attachments

5339 Bike & Bus Agreement
5339 Bike Amenities Agreement


IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129
Boise ID 83707-1129

(208) 334-8000
itd.idaho.gov

July 26, 2018

City of Moscow
206 East Third, PO Box 9203
Moscow, ID 83843

RE: 5339 Rural Capital Grant Extension

Dear City of Moscow,

This letter is to inform you that your request for a grant amendment submitted on July 19th, 2018 has been received and reviewed by the Idaho Transportation Department's Public Transportation Office (ITD-PT).

After reviewing and considering the stated reason for the request, we have hereby determined to grant an extension of the 2016 Rural 5339 One Time award for bus shelters, bike shelter, and bus bench in the amount of \$114,800 through December 31, 2018. The scope of work outlined in the funding agreement will remain unchanged.

Please note, after December 31, 2018 any funds left unspent at that time will be swept and may not be carried forward into a future award.

Sincerely,

Kim McGourty

Digitally signed by Kim McGourty
DN: cn=Kim McGourty, ou=Idaho Transportation
Department, email=kim.mcgourty@itd.idaho.gov, c=US
Date: 2018.08.02 11:23:37 -0600

Kim McGourty
Public Transportation Manager
Idaho Transportation Department
Kim.mcgourty@itd.idaho.gov
208-334-4475

CC: Drew McGuire

Attachment: 5339 Bike & Bus Agreement (1790 : ITD 5339 Grant Project Funding Agreements - Time Extension Amendments)



Heart of the Arts

Bill Lambert
Mayor

Kathryn Bonzo
Council President

Gina Taruscio
Council Vice-President

Art Bettge
Council Member

Jim Boland
Council Member

Brandy Sullivan
Council Member

Anne Zabala
Council Member

Gary J. Riedner
City Supervisor

City of Moscow, City Hall
c/o Gary J. Riedner, City Supervisor
208 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019

July 19, 2018

Kim McGourty, Public Transportation Manager
Public Transportation Office
Idaho Transportation Department
3311 West State Street
PO Box 7129
Boise, ID 83707

RE: City of Moscow – Request for Funding Agreement(s) Time Extension
5339 Bus and Bus Facilities Program – Capital Grant

Dear Kim,

This letter serves as the City of Moscow's request for a 90-day time extension to the Grant Project Funding Agreements for Bike & Bus Shelters and Bike Sharrows and Signage. Both Agreements have an ending date of September 30, 2018, and we are requesting a 90-day extension with a new end date of December 30, 2018. I have attached a combined "Request for Time Extension" Report outlining the project details and reasons for the time extension request.

Please let me know if you have questions or need additional information. Thank you for consideration of this request.

Sincerely,

Alisa J. Anderson, Grants Manager
208-883-7600
anderson@ci.moscow.id.us

Enclosure – Request for Time Extension Report

Attachment: 5339 Bike & Bus Agreement (1790 : ITD 5339 Grant Project Funding Agreements - Time Extension Amendments)



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1.D.a

Request for Time Extension

5339 Bus and Bus Facilities Program – Capital Grant

Agency Name	City of Moscow		
Agency Contact	Alisa Anderson, Grants Manager		
Phone #	208-883-7600	Email	aanderson@ci.moscow.id.us
Grant Program	5339 Bus & Bus Facilities	Rural	One Time
Federal Award Amount	\$114,800/\$29,250	Expended	\$
		Balance	\$114,800/\$29,250
Scope of Work - Installation of five (5) Bus Shelters, Purchase and Installation of one (1) Bus Stop Bench, Purchase and Installation of Trash Receptacles, Purchase and Installation of one (1) Covered Bike Shelter, Purchase and Installation of Bike Repair Station and Bike Racks, and Installation of ADA-Compliant Sidewalk and Curb Ramps at two locations on "A" and Cherry Streets and Almon and "E" Streets in Moscow, Idaho (City of Moscow). The project also includes the purchase and installation of bike sharrows and way-finding signage.			
Request Date: 7/18/18	Current Project Period: 10/1/2016 – 9/30/2018	Extension Request Time Period: 90 Days	Proposed Project Period: 10/1/2016 – 12/30/2018 <i>aya</i>
Reason for Extension Request: ➤ Installation of Bike/Bus Shelter and ADA Access Sidewalk: - FTA environmental concurrence is still pending for installation of ADA access sidewalks on "A"/Cherry and Almon Streets. - Construction bid opening was held on 7/3/18, City Council approved low bidder and award on 7/16/18 with a Notice of Award to be issued by 7/25/18. - Construction is estimated to begin between 8/1/18 to 8/10/18 with 45-calendar day project construction timeframe to include installation of bike and bus shelters/bench, amenities, ADA improvements to include sidewalks at two public transit bus stops. - It is anticipated the construction will take 25-30 working days after mobilization at various project locations throughout the public transit fixed route. - It is anticipated that construction will be completed no later than 9/30/18. - Upon construction completion the City requests the Idaho Form WH-5 Public Works Contract Report and Lien Release from the State of Idaho to make sure all subcontractors and suppliers have been paid in full. - The WH-5 can take up to 60 days to be processed and it is estimated this release would be received by 12/1/18 at which time the City will pay the prime contractor the final retainage. - It is anticipated that all project activities and closeout will be completed by 12/30/18. ➤ Purchase and Installation of Bike Sharrows and Signage: - Multiple road construction projects throughout Moscow have been delayed this summer due to weather conditions and high demand for staffing, equipment, materials and supplies. Slurry seal, asphalt replacement and other street repair work will not be completed throughout the City until early October 2018. - The bike sharrows and wayfinding signage cannot be installed by the City of Moscow Street Department staff until after summer construction projects are complete. - The installation will begin no later than 10/1/18 and be completed by 11/15/18 and the project will be closed by 12/30/18.			

Attachment: 5339 Bike & Bus Agreement (1790 : ITD 5339 Grant Project Funding Agreements - Time Extension Amendments)



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Idaho Transportation Department Public Transportation Office

Grant Project Funding Agreement

**ITD Public Transportation Office
3311 W. State St.
Boise, ID 83706
<http://itd.idaho.gov/>**

Attachment: 5339 Bike & Bus Agreement (1790 : ITD 5339 Grant Project Funding Agreements - Time Extension Amendments)



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Pass-Through Awarding Agency	Idaho Transportation Department – Public Transportation Office (ITD-PT)
Awarding Official: (Grants Officer) Name Phone Email	Drew McGuire 208-34-8875 Juanita.Risch@itd.idaho.gov
Federal Award Date/Term of Grant	October 1, 2016 - December 31, 2018
Agreement Total	\$114,800
Funding Program	5339 Bus & Bus Facilities Program
Catalog of Federal Domestic Assistance (CFDA)	20.526
Federal Award Identification Number (FAIN)	ID-2016-018-01
Data Universal Numbering System (DUNS)	958856338
Federally Approved Indirect Cost Rate (if applicable)	N/A

Subrecipient Organization Name	City of Moscow
Subrecipient Director or Equivalent	Alisa J. Anderson
Subrecipient Address	PO Box 9203, Moscow, ID 83843
Subrecipient Phone	(208)883-7600
Subrecipient E-mail	aanderson@ci.moscow.id.us

Is this grant a Research and Development Grant? ___Y or ___X N

Scope of Work:

5339 Funds to purchase and install one (1) covered bike parking shelter, install five (5) covered bus shelters with ADA access sidewalk, curb, and gutter, and purchase and install one (1) bench at the following locations:

Moscow, ID (City of):

- 1) Third Street at City Hall (bike shelter)
- 2) D Street and Mountain View Road
- 3) Almon Street south of E Street
- 4) A Street and Peterson Drive
- 5) A Street and Cherry Street
- 6) Third Street and Hayes Street
- 7) F Street and Orchard Avenue (bench only)

Responsible Individuals Signatures of Agreement

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, amendments, or representations, oral or written, not specified herein.

Authorized Signature for Subrecipient:

Name	Title	Phone	E-mail
Signature and Date:			

Authorized Signature for State:

Name	Title	Phone	E-mail
Kim McGourty	Public Transportation Manager	(208)-334-4475	Kim.McGourty@itd.idaho.gov
Signature and Date:			



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AGREEMENT CONDITIONS

GRANT AGREEMENT BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT AND

This Agreement is between the **Idaho Transportation Department** (hereinafter called the STATE) and **the City of Moscow** (hereinafter called the Subrecipient). The STATE and the Subrecipient are entering into this Agreement. This Agreement is effective when signed by both parties.

The 5339 Bus & Bus Facilities Infrastructure Investment Program (49 U.S.C. 5339) makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities.

WHEREAS the Governor of the State of Idaho has designated the Idaho Transportation Department to administer this grant;

The parties mutually agree as follows:

1. SCOPE OF WORK:

Assumption of Responsibility: The Subrecipient agrees to assume all responsibility for this Project. The Subrecipient further agrees to abide by the appropriate mutual covenants, promises, and representations included in the Federal Transit Administration (FTA) Master Agreement, with special emphasis on the sections pertaining to the particular funding source.

- 2. COMPLIANCE WITH LAWS AND REGULATIONS, FEDERAL CHANGES:** The Subrecipient agrees to comply with all applicable laws, regulations, and codes of the State of Idaho, the United States Government, and local governments. The Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most current FTA Master Agreement included with, and incorporated into, this overall Grant Agreement, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to comply shall constitute a material breach of this contract.

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/sample-fta-agreements>



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3. SUBRECIPIENT CAPACITY:

- A. Subrecipient Legal, Financial, and Managerial Capacity:** The Subrecipient assures that it has the necessary legal, financial, and managerial capability to apply for, receive, and disburse FTA funds awarded in this grant agreement. The Subrecipient also assures that it will implement and manage this project and project funds in keeping with the intent and provisions of the Subrecipient's grant application and the grant agreement.
- B. Subrecipient Legal Authority to Accept This Sub-Grant:** The Subrecipient certifies that it has the legal authority to accept grant funds for this project.
- C. Subrecipient Debarment/Suspension Certification:** the Subrecipient entity certifies, to the best of its knowledge and belief, that it and its principals:

- i. are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, per the U.S. General Services Administration (GSA) monthly "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," available on the GSA web site:

<http://www.sam.gov>

- ii. have not, within the past three years, been convicted of or had a civil judgment against them for: a criminal offense or fraud in connection with obtaining, attempting to obtain, or performing a Federal, state, or local public transaction; a violation of Federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- iii. are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed in the paragraph above; and
- iv. have not within the last three years had any Federal, state, or local public transaction terminated for cause or default.

If the Subrecipient later becomes aware of any information contradicting these Suspension/Debarment statements, it will promptly provide that to the State who will forward it to FTA.

If the Subrecipient cannot certify for all the Suspension/Debarment statements above, the Subrecipient shall so indicate in a transmittal letter or message of explanation, to be returned with the signed grant agreement (Per 49 CFR Part 29).



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- D. Administrative and Accounting Systems:** The Subrecipient certifies it has or will establish a proper accounting system, per generally accepted accounting principles (GAAP) and any Federal or State directives. It further agrees to administer the project, retain all project records, and grant access to project records and personnel as specified in the applicable Federal Uniform Guidance (2 CFR 200).

4. FEDERAL REQUIREMENTS

A. Buy America

For purchases over \$150,000, the Subrecipient agrees to comply with 49 CFR Parts 661 and 663, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. In regards to the purchase of vehicles, all materials and supplies purchased with these funds, will be manufactured in the United States and have:

FY 16 & FY17: more than 60% domestic content
FY18 & FY19: more than 65% domestic content
FY20 & beyond: more than 70% domestic content

The Subrecipient will provide the appropriate certification to verify this.

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Buy_America_Fact_Sheet.pdf

- B. Intelligent Transportation System (ITS) Architecture:** If this grant will be used to fully or partially fund acquisition of individual or systems of technologies that support ITS user services as defined in the "National ITS Architecture," the Subrecipient assures it will comply and require its contractors and its subrecipients to comply with all applicable requirements imposed by Section V Regional ITS Architecture and Section VI Project Implementation of the FTA National ITS Architecture Policy on Transit Projects to the extent required by FTA and the State.

http://www.ops.fhwa.dot.gov/its_arch_imp/policy.htm

- C. Charter Service Operations** - The Subrecipient agrees to only provide charter service with written consent from the STATE. If consent is given, the Subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of public transportation.

<http://www.gpo.gov/fdsys/granule/CFR-2012-title49-vol7/CFR-2012-title49-vol7-part604/content-detail.html>



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D. School Transportation:

- i. The Subrecipient assures that it will not engage in school bus operations exclusively for the transportation of students and school personnel, in competition with private school bus operators, per provisions of 49 CFR Part 605.

<http://www.gpo.gov/fdsys/granule/CFR-2011-title49-vol7/CFR-2011-title49-vol7-part605>

- ii. If the Subrecipient is a public transportation system, it may provide "School Tripper Service" that is regularly scheduled public transportation service open to the public but designed or modified to accommodate the needs of school students and personnel (must be open to the public, must serve regular transit stops, and must be shown on transit route schedules and maps) and schools signs may NOT be displayed on the vehicle.

E. Clean Water

- i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Subrecipient agrees to report each violation to the State, and understands, and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html

F. Clean Air

- i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Subrecipient agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html



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- G. Lobbying Prohibition:** None of the funds paid under this agreement shall be used for the purpose of lobbying activities before the Idaho State Legislature or the U.S. Congress.

If this grant is \$100,000 or more:

- i. the Subrecipient *certifies* that it has not and will not use Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award.
- ii. the Subrecipient assures that it will require its contractors and subcontractors each to report use of non-Federal funds for any of the lobbying activities for which use of Federal funds is prohibited, at the end of each calendar quarter on Federal Standard Form LLL (49 CFR Part 20), and that the Subrecipient will forward all these forms to the State.

<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html>

- H. Nondiscrimination Requirements:** The Subrecipient assures that no person in the United States will, on the basis of race, color, national origin, creed, sex, or age be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance from FTA or USDOT. The Subrecipient agrees to comply with all requirements of US DOT Civil Rights Act implementing regulations (49 CFR 21), and the Title VI Program Guidelines for Federal Transit Administration Recipients (FTA Circular 4702.1) and other applicable nondiscrimination directives.

http://www.fta.dot.gov/documents/Title_VI_Circular_4702.1A.pdf

- i. Per 49 USC 5332 (prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, USDOT implementing regulations (49 CFR 21), 42 USC 2000d (prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin)
- ii. The Subrecipient assures that project and project facility operations, as well as property acquisitions, will be in accordance with the civil rights requirements and understands that this assurance extends to its entire facility, to all facilities operated in connection with this project, and to property acquisitions. The Subrecipient assures:

1. Its FTA-assisted benefits and related services are made available and are



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equitably distributed without regard to race, color, creed, national origin, sex, age, or disability;

2. The level and quality of its FTA-assisted transit services are sufficient to provide equal access and mobility for any person without regard to race, color, creed, national origin, sex, or age;
 3. Opportunities to participate in the transit planning and decision making processes are provided to persons without regard to race, color, creed, national origin, sex, or age;
 4. Decisions on the location of transit services and facilities are made without regard to race, color, creed, national origin, sex, or age;
 5. Corrective and remedial action is taken to prevent discriminatory treatment of any user of services based on race, color, creed, national origin, sex, or age;
 6. Any contracts or sub agreements fully or partly funded through this project will contain language to extend civil rights assurances to contractors and subcontractors; and the Subrecipient will also include such language in any deeds and documents which record the transfer of real property, structures, and improvements.
- I. **Nondiscrimination on the Basis of Disability:** The Subrecipient assures that no person with a disability shall be, by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance. The Subrecipient assures it will comply with 49 CFR Parts 27, 37, 38, and 39, which implement the Americans with Disabilities Act (ADA) and amend Section 504 of Rehabilitation Act of 1973. The Subrecipient understands that it also has responsibilities under ADA in the areas of employment, public accommodations, and telecommunications.

<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html#1000>

The Subrecipient assures that any vehicle purchased or acquired through this project will be ADA accessible, except as exempted in by the State. If the Subrecipient is awarded funds to purchase a non-ADA vehicle for use in demand responsive service, the Subrecipient assures that this demand responsive service provides or will provide equivalent service to disabled persons that meet ADA requirements in keeping with 49 CFR 37.

The Subrecipient assures that *all* new or renovated facilities to be used for the provision of public transportation services will be ADA accessible, including facilities such as maintenance facilities, garages, building access facilities (sidewalks need curb cuts), etc.



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<http://www.gpo.gov/fdsys/pkg/CFR-2007-title28-vol1/content-detail.html>

The Subrecipient assures that any construction contract funded through this project will include ADA requirements.

J. Equal Employment Opportunities (EEO): The Subrecipient assures it will:

Treat employees or job applicants fairly, without regard to race, color, creed, national origin, sex, age, or disability;

Take affirmative action to ensure job applicants are employed and employees are treated without regard to race, color, creed, national origin, sex, or age (such action includes but is not limited to 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);

Post notices setting forth agency EEO policy in conspicuous places and make these available to employees and job applicants;

Assure that any contracts or sub-agreements fully or partly funded through this project will contain language to extend EEO assurances to contractors and subcontractors.

If the Subrecipient received \$1,000,000 or more of Federal assistance in the previous Federal fiscal year and had 50 or more public-transit-related employees, it agrees to submit to the State an EEO program, which meets FTA requirements.

K. Discrimination Complaints: The Subrecipient assures that it will notify the public that complaints of discrimination in the provision of transportation or transportation-related services or benefits may be filed with the State, FTA, or USDOT. The Subrecipient assures it will promptly report to the State any civil rights complaints it receives.

L. Disadvantaged Business Enterprises (DBE): The Subrecipient assures Disadvantaged Business Enterprises will have the maximum opportunity to compete for and perform contracts and subcontracts financed under this project, as specified in 49 CFR 26 and per the following:

- i. If the Subrecipient will purchase one or more transit vehicles (excluding unmodified mass-produced vans or unmodified pop-top vans), it assures that it will obtain from each transit vehicle manufacturer a TVM certification, to show that the manufacturer complies with DBE requirements.
- ii. The Subrecipient is subject to the State's DBE program filed with the Federal Highway Administration and the State's annual DBE goal with FTA. Additionally, the Subrecipient will report its DBE activity and results to the State semi-annually every year of the Subrecipient agreement.



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<http://www.itd.idaho.gov/ocr/index.aspx>

- iii. The Subrecipient assures it will not discriminate on the basis of race, religion, color, gender, age, marital status, ability, or national origin in implementation of the project, in award or performance of any third-party contract or sub-agreement supported with this grant, or in administration of its DBE program and 49 CFR 26. If the State receives a complaint regarding discrimination by the Subrecipient, the Subrecipient will cooperate fully in the investigation of the complaint by the State.

<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html>

Technical assistance pertaining to DBE is available at the following link or at (208)-334-8567. <http://www.itd.idaho.gov/ocr/index.aspx>

- M. Audits:** The Subrecipient certifies that it will be audited annually as required by the Federal Single Audit Act Amendments of 1996 (per 2 CFR 200). The Subrecipient recognizes FTA's, USDOT's, and the State's authority to monitor project activities, to conduct reviews and inspections, and to conduct additional audits in keeping with 2 CFR 200, to verify compliance with grant requirements and assurances. The Subrecipient agrees to make the necessary records available to any of the above parties upon request.

http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2013

- N. Commercial Driver's License (CDL) Requirement:** The Subrecipient, if not a recipient of Section 5311 funds, assures that if it operates a vehicle that requires a CDL, including a vehicle capable of transporting 16 or more persons (including the driver), will have a USDOT Federal Motor Carrier Safety Administration drug and alcohol testing program.

<http://www.fmcsa.dot.gov/overview-drug-and-alcohol-rules>

- O. Drug and Alcohol Testing:** If this grant is funded by either Section 5309, 5311, or 5339 the Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, and ITD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process. The Subrecipient agrees further to submit the Management Information System (MIS) reports to the State annually, as requested by the State.

<https://damis.dot.gov/Login/Login.asp>



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- P. Employee Protections, Public Transportation Employee Protective Arrangements:** The Subrecipient agrees to comply with the applicable transit employee protective requirements as follows:
- i. Standard Public Transportation Employee Protective Arrangements** - If this grant is funded by either Section 5309 or Section 5316, to the extent that the Project involves public transportation operations and to the extent required by Federal law, the Subrecipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto. The Subrecipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement for the Project.
 - ii. Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5311** - The Subrecipient agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of the Grant Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto.
- Q. Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the State to be in violation of the FTA terms and conditions.
- http://www.fta.dot.gov/laws/circulars/leg_reg_4063.html
- R. Conflicts of Interest Prohibited:** The Subrecipient certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of personal or organizational conflict of interest or of being motivated by desires for personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. STATE REQUIREMENTS:

- A. Indemnification and Insurance:** In this section, "Subrecipient" includes the



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Subrecipient's employees, agents, and contractors.

The Subrecipient agrees to indemnify, hold harmless, and defend the State of Idaho, its officers, agents, and employees from and against any claim of or liability for error, omission, or negligent act of the Subrecipient arising out of the Subrecipient's assumption of the responsibilities for the Project set forth in this agreement.

The Subrecipient is not required to indemnify the State of Idaho for a claim of or liability for the independent negligence of the State. If there is a claim or liability for joint negligent error or omission of the Subrecipient and the independent negligence of the State, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than in the State's selection, administration, monitoring, or controlling of the Subrecipient.

Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved. Moreover, all of the rights, defenses, or protections provided in Idaho Code and or in the Idaho Administrative Procedural Rules are expressly reserved.

B. Independent Contractor Status

Unless otherwise expressly stated, vendors and/or non-state entities acting pursuant to this grant shall be that of an independent contractor and not that of an agent or employee of the state. Such parties shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Furthermore, such parties shall indemnify the State and hold it harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of the party's failure to pay such taxes, fees or contributions.

The Subrecipient shall maintain the policies of insurance listed below, to cover losses that may be incurred as a result of the operation and maintenance of project vehicles and/or equipment throughout their period of required use or as a result of other activities under this agreement.

Where specific limits are shown, they shall be the minimum acceptable limits. If the Subrecipient's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

- i. **Automobile Liability:** a minimum coverage of \$500,000 combined single limit per occurrence. The policy shall provide all damage arising out of personal injury to or destruction of property in any one occurrence on any revenue vehicle not covered



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by 49 CFR Part 387.

The policy shall name the Idaho Transportation Department as "loss payee" of the property damage portion of the policy.

The Subrecipient shall provide *certificate of insurance to the State, annually* and at other times if requested. Each certificate must provide for a 30-day prior notice of cancellation, non-renewal, or material change of conditions.

The Subrecipient shall use any insurance proceeds relating to items purchased under this grant to repair or replace the covered item(s) that has been damaged, destroyed or stolen or; where specific items are not involved, to cover other liability related to this grant project. The title to any replacement vehicle must show the State of Idaho as lien holder.

- C. Performance Requirement:** The failure of the State to insist upon strict performance by the Subrecipient of any provision or covenant in this Agreement, in any one or more instances, may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement cannot be enforced or relied upon by the Subrecipient unless the waiver is in writing and signed on behalf of the State.

6. TERMINATION PROVISIONS:

- A. Failure to Perform:** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and if after notification by the State of such failure or violation, the Subrecipient fails to take proper corrective action within a reasonable amount of time, the State shall have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof. Such notice shall be given at least 15 days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, construction materials, and any construction completed by the Subrecipient under this Agreement shall, at the option of the State, become the State's property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed. Failure to adhere to Project Schedule and any reporting requirements may be deemed by the State to be a "failure to perform" and may result in the loss of the award, at the option of the State.
- B. Convenience Termination:** If, due to changed circumstances, the State or the Subrecipient wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least 15 days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other



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materials as described in the Failure to Perform paragraph above shall, at the option of the State, become the State's property. If the Agreement is terminated as provided herein, the Subrecipient shall be reimbursed for actual expenses not otherwise reimbursed under this Agreement which were incurred by the Subrecipient during the contract period and which are directly attributable to the Subrecipient's performance of this Agreement. The State shall also reimburse the Subrecipient for any costs properly incurred by the Subrecipient in honoring convenience termination clauses in its Agreements with its contractors as long as these clauses conform to the standard convenience termination clause used by the State for similar types of contracts.

7. NONCOMPLIANCE; DISPUTES; REMEDIES

A. Recovery of Funds: In the event of a default or violation of the terms of this Agreement, the State is entitled to recover all or part of the project funds paid to the Subrecipient. If Subrecipient does not promptly remit the funds in response to a demand, the State may collect the debt by:

- Making an administrative offset against payments that would be due under other grant awards or appropriations,
- Withholding advance payments that would otherwise be due,
- Instituting civil action, or
- Taking any other action permitted by law.

All remedies conferred on the State by this Agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the State's option.

B. Enforcement: The State may take one or more actions in the event Subrecipient fails to comply with the terms of the award. Upon written notification explaining the basis of the action, the State may suspend the grant pending corrective action or terminate the grant. The State may impose conditions requiring correction of noncompliance or deficiency. If conditions are imposed, the State will inform Subrecipient of the conditions and corrective action sought, the reason for imposition, and the time allowed for completing corrective actions.

C. Rights and Remedies: The duties and obligations imposed by the Agreement and accompanying documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the State or Subrecipient shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

8. GRANT REQUIREMENTS:

A. Billing Procedure and Reimbursements: The Subrecipient agrees to formally request



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reimbursement by submitting to the State an itemized invoice(s) for allowable project costs. Each invoice shall clearly identify each cost being billed and shall be in a format acceptable to or specified by the State, with supporting documentation of cost and payment as required below, and other documentation as may be required by the State.

B. Requests for reimbursement must be submitted based on the following timeline:

Monthly Billing Schedule		
Period Beginning	Period Ending	Billing Due By
October 1 st	October 31 st	December 31 st
November 1 st	November 30 th	January 31 st
December 1 st	December 31 st	February 28 th
January 1 st	January 31 st	March 31 st
February 1 st	February 28 th	April 30 th
March 1 st	March 31 st	May 31 st
April 1 st	April 30 th	June 30 th
May 1 st	May 31 st	July 31 st
June 1 st	June 30 th	August 31 st
July 1 st	July 31 st	September 30 th
August 1 st	August 31 st	October 31 st
September 1 st	September 30 th	November 30 th

Invoices for operating, vehicles, equipment, or facilities shall be accompanied by documentation of the formal obligations or expenses incurred, as well as the source of the match. Supporting documentation shall be copies of vendor invoices, unless alternate documentation accompanied by a viable written explanation is acceptable to the State. Supporting documentation must clearly tie to the itemized costs on the invoice (annotations to facilitate easy review are encouraged). For vehicles, other documents related to the vehicle purchase are also required prior to payments. Please reference the ITD Capital Site for the Vehicle Reimbursement Packet.

http://itd.idaho.gov/public_transportation/cap_grant_program.html

The State reserves the right to mandate alternate or specialized billing procedures in any of the following instances:

- when a particular project is split-funded (includes grant funds from more than one source), or;
- when irregular documentation or special timing is needed by the State for some other reason.

Such alternate procedures may be issued separately, but will be provided to the Subrecipient in writing.

Payments may be withheld if the quarterly report(s) have not been received as



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required.

Final billing must be submitted within 60 days of the termination date listed on this grant agreement or as amended.

The State shall reimburse funds to meet formal obligations or expenses only with satisfactory documentation. If required documentation is determined to be incomplete, incorrect, and/or in conflict with the scope of the project, the Subrecipient will be notified that payment of project funds is being withheld until the incomplete, incorrect, and/or conflicting items are resolved to the State's satisfaction.

- C. **Local Match Available:** If this grant is for a vehicle(s) and/or equipment, the Subrecipient has or will have the required local cash match for the project by the time of delivery. If this grant is for other items, the local match will be met as grant funds are spent.
- D. **Operating and Maintenance Funds Available:** The Subrecipient, by the time of vehicle and/or equipment delivery, will have or have guarantee of funds necessary to operate and maintain the project vehicle and/or equipment in safe, clean, and mechanically sound condition through the required period of performance (useful life). The State reserves the right to require transfer of the vehicle and/or equipment to another entity if the Subrecipient fails to meet this requirement.
- E. **Indirect Costs:** If a federally approved indirect cost rate is negotiated between the subrecipient and the Federal government, this rate must be used. If no such rate exists, the subrecipient may either negotiate a rate with the pass-through entity and the subrecipient (in compliance with this part), or elect the de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f), if eligible.
- F. **Vehicle and Equipment Maintenance Requirements:** The Subrecipient agrees to develop a written maintenance program and assures that it assumes responsibility to maintain and operate the vehicles and/or equipment obtained under this project at a high level of cleanliness, safety, and mechanical soundness, following at a minimum, the original equipment manufacturers' (OEM) recommended maintenance and inspection procedures and schedules, for at least the useful life of each item, to retain warranties and meet life expectancy of the items. The Subrecipient further assures that it will maintain ADA accessibility features in good working order, removing vehicles with nonworking accessibility features from service and repairing them within 5 days. The Subrecipient agrees to document all maintenance completed and all maintenance expenditures. The State and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance.
- G. **Vehicle and Equipment Use and Disposition:** Use and disposition of project vehicles and equipment shall be subject to restrictions set forth by the State.

The Subrecipient assures that it will not lease or contract the operation of project



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vehicles without prior written approval from the State.

If a vehicle or equipment purchased with these funds can no longer meet project needs, the Subrecipient agrees to notify the State, indicate its condition, and follow the State's instructions.

- H. Reports:** The Subrecipient is required to submit quarterly reports in a format specified or provided by the State, per instructions provided by the State. The Subrecipient will certify the accuracy of each report.

- I.** A grantee must submit quarterly reports under the following schedule:

Quarterly Schedule		
Period Beginning	Period Ending	Report Due By
January 1 st	March 31 st	May 31 st
April 1 st	June 30 th	August 31 st
July 1 st	September 30 th	November 30 th
October 1 st	December 31 st	February 28 th

- J. Capital Inventory and Agency Profile:** The Subrecipient agrees to participate fully in the inventory of publicly funded vehicles, transportation equipment, and transportation-related facilities and other transportation related data.
- K. Changes and Amendments:** The Subrecipient shall not execute any amendment or change order to this Agreement without the prior written concurrence of the State. This Agreement may only be modified or amended by a written agreement signed by both parties.
- L. Reimbursement of Grant Funds:** Within sixty (60) days of issuance of a final audit report to the State or, if no audit is required, then within sixty days after acceptance by the State that the Subrecipient has met the requirements of this grant agreement, the Subrecipient's remaining grant balance will return to the State.
- M. Travel Requirements:** Subrecipient must follow State of Idaho travel guidelines for reimbursement or your agency's travel rules, whichever is more restrictive.
- N. Program Fraud and False or Fraudulent Statements and Related Acts:** The Subrecipient certifies that any statement it has made, it makes, it may make, or causes to be made about this grant project is or will be true and accurate. Provision of untrue or inaccurate information may constitute fraud.

9. ASSIGNMENT OF WORK TO THIRD PARTIES:



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- A. State Consent Required:** No portion of work to be performed under this agreement shall be assigned by the Subrecipient to any third party without written consent of the State.
- B. No Federal or State of Idaho Government Obligation to Third Parties:** The Subrecipient agrees that the Federal and State governments have no liability under this agreement. The Subrecipient assures that it will include language in any contract under this agreement that states the Federal and State governments have no liability under the contract and require the contractor to include language to this effect in any subcontract, except if the Subrecipient has specific written consent from the Federal and/or State governments that it/they will accept liability.
- C. Subcontracting Rules:** In the event the Subrecipient subcontracts any work covered by this Agreement, the Subrecipient shall require compliance by its subcontractors with applicable provisions, statutes or regulations governing their legal responsibilities in public contracts.

In addition, the Subrecipient shall require compliance with all Federal, State, and local laws and regulations and include required Federal clauses in contracts and purchase orders.

10. Procurement Requirements:

All procurements for contracted services (complementary paratransit, cabs, etc.) must go through a bidding process.

A. Procurement System:

- i. The Subrecipient,** assures it has or will establish a procurement system in compliance with FTA procurement requirements in FTA Circular 4220.1 third party contracting requirements as well as any other implementing requirements of Federal, State, or local government, including:
 - 1. a five-year limitation on rolling stock;
 - 2. requirement for full and open competition;
 - 3. a prohibition against geographic preferences;
 - 4. the use of Brooks Act procedures for procurement of architectural engineering services if the state has not adopted a statute governing procurement of such services;
<http://www.acec.org/advocacy/committees/brooks.cfm>
 - 5. inclusion in its contracts all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required by FTA Circular 4220.1;
 - 6. inclusion in its subcontracts and sub agreements all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required in FTA Circular 4220.1;
 - 7. written protest procedures;



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8. ethical standards of conduct;
9. use of appropriate procurement method.

http://www.fta.dot.gov/documents/FTA_Circular_4220.1F.pdf

- B. Required Provision in Procurement Notices:** The following required provision shall be included in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance: "Statement of Financial Assistance: This Procurement is subject to a financial assistance grant agreement between the State of Idaho and the U.S. Department of Transportation."

- C. Procurement Requirements:** Subrecipient will follow the following procurement guidelines:

Micro Purchase: \$1-\$3500 - Follow FTA procurement rules. The SUBRECIPIENT may acquire property and services valued at less than \$3,000 without obtaining competitive quotations. SUBRECIPIENT shall maintain documentation reflecting that the price paid was fair and reasonable. Note: Davis-Bacon prevailing wage requirements will apply to construction contracts exceeding \$2,000.

Small Purchase: \$3,501-\$9,999 - Follow FTA procurement rules. The SUBRECIPIENT may acquire property and services valued at \$3,001-\$9,999 by obtaining three or more price or rate quotations. SUBRECIPIENT shall maintain documentation reflecting that the price paid was fair and reasonable.

Medium Purchase: \$10,001-\$99,999 - Follow STATE procurement rules. The SUBRECIPIENT may acquire property and services valued at \$10,001-\$99,999 by following the STATE Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044.

Large Purchase: \$100,000 or more - Follow STATE procurement rules. The SUBRECIPIENT may acquire property and services valued at \$100,000 or more by following the STATE Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044. Sealed bids are required

- D. Bus and Van Testing:** The Subrecipient will comply with FTA bus testing requirements applicable to heavy-duty large and small buses; medium-duty buses; light-duty mid-size buses; and light-duty small buses, cutaways, or modified vans (does not apply to unmodified mass-produced vans). If testing is not required, the Subrecipient will instead obtain the manufacturer's certification that the vehicle is exempt from FTA bus testing requirements and also obtain a list of recent purchasers of the vehicle (with contact information), to aid evaluation prior to vendor selection.

<http://www.gpo.gov/fdsys/pkg/CFR-2005-title49-vol1/content-detail.html>



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- i. For Equipment Purchases - The Subrecipient will provide the same equipment specifications to each prospective vendor and seek at least three bids or price quotes. The Subrecipient will submit price quotes or bids received to the State with its preferred vendor selection noted, for State approval to purchase. For more information see FTA Best Practices Procurement Manual, http://www.fta.dot.gov/grants/13054_6037.html.

E. Pre-Award and Post-Delivery Review of New Vehicles: The Subrecipient assures it will conduct a pre-award and/or post-delivery reviews for all new vehicles purchased under this project, as specified below. The Subrecipient assures it will conduct these reviews per the formats and instructions provided by the State. Pre-Award Reviews must be submitted to the State for approval

F. Vehicle Identification Numbers to State: The Subrecipient will provide each vehicle's identification number (VIN) to the State with the first payment invoice for the particular vehicle.

G. Titles to Vehicles/Equipment & Liens:

- i. Title to Project equipment other than vehicles shall rest with the Subrecipient.
- ii. The Subrecipient hereby agrees that the State of Idaho is lien holder for each vehicle purchased under this Project. The Subrecipient shall arrange with the Idaho Division of Motor Vehicles (DMV) to issue the certificate of title in the name of the Subrecipient with the State of Idaho Transportation Department as lien holder. The Subrecipient shall arrange with DMV to send the original title to the State's Public Transportation Office for this project.
- iii. The State will hold a lien on the title of any vehicle purchased under this project. The Subrecipient may request a clear title after the vehicle reaches its useful life.
- iv. The Subrecipient gives the State Power of Attorney limited to applying for a Vehicle Title from the Idaho Division of Motor Vehicles and to requesting the Idaho Division of Motor Vehicles remove the State's lien from the vehicle title.

CERTIFICATION REGARDING FEDERAL LOBBYING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress



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in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

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

Signature of Authorizing Official:

Date:

Fiscal year 2016 Project Budget Request			
Subrecipient		City of Moscow	
Agreement Term		October 1, 2016-December 31, 2018	
Contact Name		Allsa Anderson	
Address		PO Box 9203, 206 East Third Street Moscow, ID 83843	
Phone Number		208-883-7600	
Grant	Capital 80/20		
	Total	Federal	Match
5339	\$ 143,500.00	\$ 114,800.00	\$ 28,700.00
Total Project Cost	Total Federal Request	Total Match Needed	
\$ 143,500.00	\$ 114,800.00	\$ 28,700.00	
Subrecipient Printed Name		Scope of Work	
Subrecipient Signature		5339 Funds to purchase and install one (1) covered bike parking shelter, install five (5) covered bus shelters with ADA access sidewalk, curb, and gutter, and purchase and install one (1) bench at the following locations: Moscow, ID (City of): 1) Third Street at City Hall (bike shelter) 2) D Street and Mountain View Road 3) Almon Street south of E Street 4) A Street and Peterson Drive 5) A Street and Cherry Street 6) Third Street and Hayes Street 7) F Street and Orchard Avenue (bench only)	
Date			



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1.D.a

Funding Program	5339 Bus & Bus Facilities Program
Term of Grant	October 1, 2016-September 30, 2018
Agreement Total	\$114,800

Subrecipient Organization Name	City of Moscow
Subrecipient Director or Equivalent	Alisa Anderson
Subrecipient Address	PO Box 9203, 206 East Third Street Moscow, ID 83843
Subrecipient Phone	208-883-7600
Subrecipient E-mail	aanderson@ci.moscow.id.us

Scope of Work:

5339 Capital funds to purchase and install one (1) covered bike parking shelter, install five (5) covered bus shelters with ADA access sidewalk, curb, and gutter, and purchase and install one (1) bench at the following locations:

Moscow, Idaho (City of Moscow):

- 1) Third Street at City Hall (bike shelter)
- 2) D Street and Mountain View Road
- 3) Almon Street south of E Street
- 4) A Street and Peterson Drive
- 5) A Street and Cherry Street
- 6) Third Street and Hayes Street
- 7) F Street and Orchard Avenue (bench only)

Responsible Individuals Signatures of Agreement

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, amendments, or representations, oral or written, not specified herein.

Authorized Signature for Subrecipient:

Name	Title	Phone	E-mail
Bill Lambert	Mayor	208-883-7600	aanderson@ci.moscow.id.us
Signature and Date: 		December 21, 2017	

Authorized Signature for State:

Name	Title	Phone	E-mail
Kim McGourty	PT Manager	208-334-4475	kimmcgourty@itd.idaho.gov
Signature and Date: 		January 11, 2018 3/8/18	

Public Transportation Office • 208 334-8822 • www.itd.idaho.gov

Fiscal Year 2016 Project Budget Request

ATTACHMENT A

Subrecipient	City of Moscow
Agreement Term	October 1, 2016-September 30, 2018
Contact Name	Aisa Anderson
Address	PO Box 9203, 206 East Third Street Moscow, ID 83843
Phone Number	208-883-7600

Grant	Capital 90/10		
5339	Total	Federal	Match
Bike Shelter	\$ 20,000.00	\$ 18,000.00	\$ 2,000.00

Grant	Capital 80/20		
5339	Total	Federal	Match
Bus Shelters	\$ 121,000.00	\$ 96,800.00	\$ 24,200.00

Total Project Cost	Total Federal Request	Total Match Needed
\$ 141,000.00	\$ 114,800.00	\$ 26,200.00

Scope of Work

Bill Lambert, Mayor, City of Moscow

Subrecipient Printed Name



Subrecipient Signature

December 21, 2017

Date

5339 Capital funds to purchase and install one (1) covered bike parking shelter, install five (5) covered bus shelters with ADA access sidewalk, curb, and gutter, and purchase and install one (1) bus stop bench at the following locations in Moscow, Idaho (City of Moscow):

- 1) Third Street at City Hall (bike shelter)
- 2) D Street and Mountain View Road (bus shelter)
- 3) Almon Street south of E Street (bus shelter)
- 4) A Street and Peterson Drive (bus shelter)
- 5) A Street and Cherry Street (bus shelter)
- 6) Third Street and Hayes Street (bus shelter)
- 7) F Street and Orchard Avenue (bench only)


IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129
Boise ID 83707-1129

(208) 334-8000
itd.idaho.gov

July 26, 2018

City of Moscow
206 East Third, PO Box 9203
Moscow, ID 83843

RE: 5339 Rural Capital Grant Extension

Dear City of Moscow,

This letter is to inform you that your request for a grant amendment submitted on July 19th, 2018 has been received and reviewed by the Idaho Transportation Department's Public Transportation Office (ITD-PT).

After reviewing and considering the stated reason for the request, we have hereby determined to grant an extension of the 2016 Rural 5339 One Time award for bike amenities in the amount of \$29,250 through December 31, 2018. The scope of work outlined in the funding agreement will remain unchanged.

Please note, after December 31, 2018 any funds left unspent at that time will be swept and may not be carried forward into a future award.

Sincerely,

Kim McGourty

Digitally signed by Kim McGourty
DN: cn=Kim McGourty, o=Idaho Transportation
Department, ou=Idaho Transportation Department,
email=kim.mcgourty@itd.idaho.gov, c=US
Date: 20180802 11:24:06 -0600

Kim McGourty
Public Transportation Manager
Idaho Transportation Department
Kim.mcgourty@itd.idaho.gov
208-334-4475

CC: Drew McGuire

Attachment: 5339 Bike Amenities Agreement (1790 : ITD 5339 Grant Project Funding Agreements - Time Extension Amendments)



Heart of the Arts

Bill Lambert
Mayor

Kathryn Bonzo
Council President

Gina Taruscio
Council Vice-President

Art Bettge
Council Member

Jim Boland
Council Member

Brandy Sullivan
Council Member

Anne Zabala
Council Member

Gary J. Riedner
City Supervisor

City of Moscow, City Hall
c/o Gary J. Riedner, City Supervisor
208 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019

July 19, 2018

Kim McGourty, Public Transportation Manager
Public Transportation Office
Idaho Transportation Department
3311 West State Street
PO Box 7129
Boise, ID 83707

RE: City of Moscow – Request for Funding Agreement(s) Time Extension
5339 Bus and Bus Facilities Program – Capital Grant

Dear Kim,

This letter serves as the City of Moscow's request for a 90-day time extension to the Grant Project Funding Agreements for Bike & Bus Shelters and Bike Sharrows and Signage. Both Agreements have an ending date of September 30, 2018, and we are requesting a 90-day extension with a new end date of December 30, 2018. I have attached a combined "Request for Time Extension" Report outlining the project details and reasons for the time extension request.

Please let me know if you have questions or need additional information. Thank you for consideration of this request.

Sincerely,

Alisa J. Anderson, Grants Manager
208-883-7600
anderson@ci.moscow.id.us

Enclosure – Request for Time Extension Report

Attachment: 5339 Bike Amenities Agreement (1790 : ITD 5339 Grant Project Funding Agreements - Time Extension Amendments)



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1.D.b

Request for Time Extension

5339 Bus and Bus Facilities Program – Capital Grant

Agency Name	City of Moscow		
Agency Contact	Alisa Anderson, Grants Manager		
Phone #	208-883-7600	Email	aanderson@ci.moscow.id.us
Grant Program	5339 Bus & Bus Facilities	Rural	One Time
Federal Award Amount	\$114,800/\$29,250	Expended	\$
		Balance	\$114,800/\$29,250
Scope of Work - Installation of five (5) Bus Shelters, Purchase and Installation of one (1) Bus Stop Bench, Purchase and Installation of Trash Receptacles, Purchase and Installation of one (1) Covered Bike Shelter, Purchase and Installation of Bike Repair Station and Bike Racks, and Installation of ADA-Compliant Sidewalk and Curb Ramps at two locations on "A" and Cherry Streets and Almon and "E" Streets in Moscow, Idaho (City of Moscow). The project also includes the purchase and installation of bike sharrows and way-finding signage.			
Request Date: 7/18/18	Current Project Period: 10/1/2016 – 9/30/2018	Extension Request Time Period: 90 Days	Proposed Project Period: 10/1/2016 – 12/30/2018 <i>ok</i>
Reason for Extension Request: ➤ Installation of Bike/Bus Shelter and ADA Access Sidewalk: • FTA environmental concurrence is still pending for installation of ADA access sidewalks on "A"/Cherry and Almon Streets. • Construction bid opening was held on 7/3/18, City Council approved low bidder and award on 7/16/18 with a Notice of Award to be issued by 7/25/18. • Construction is estimated to begin between 8/1/18 to 8/10/18 with 45-calendar day project construction timeframe to include installation of bike and bus shelters/bench, amenities, ADA improvements to include sidewalks at two public transit bus stops. • It is anticipated the construction will take 25-30 working days after mobilization at various project locations throughout the public transit fixed route. • It is anticipated that construction will be completed no later than 9/30/18. • Upon construction completion the City requests the Idaho Form WH-5 Public Works Contract Report and Lien Release from the State of Idaho to make sure all subcontractors and suppliers have been paid in full. • The WH-5 can take up to 60 days to be processed and it is estimated this release would be received by 12/1/18 at which time the City will pay the prime contractor the final retainage. • It is anticipated that all project activities and closeout will be completed by 12/30/18. ➤ Purchase and Installation of Bike Sharrows and Signage: • Multiple road construction projects throughout Moscow have been delayed this summer due to weather conditions and high demand for staffing, equipment, materials and supplies. Slurry seal, asphalt replacement and other street repair work will not be completed throughout the City until early October 2018. • The bike sharrows and wayfinding signage cannot be installed by the City of Moscow Street Department staff until after summer construction projects are complete. • The installation will begin no later than 10/1/18 and be completed by 11/15/18 and the project will be closed by 12/30/18.			

Attachment: 5339 Bike Amenities Agreement (1790 : ITD 5339 Grant Project Funding Agreements - Time Extension Amendments)



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1.D.b

Idaho Transportation Department Public Transportation Office

Grant Project Funding Agreement

**ITD Public Transportation Office
3311 W. State St.
Boise, ID 83706
<http://itd.idaho.gov/>**

Attachment: 5339 Bike Amenities Agreement (1790 : ITD 5339 Grant Project Funding Agreements - Time Extension Amendments)



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Pass-Through Awarding Agency	Idaho Transportation Department – Public Transportation Office (ITD-PT)
Awarding Official: (Grants Officer) Name Phone Email	Drew McGuire 208-34-8875 Juanita.Risch@itd.idaho.gov
Federal Award Date/Term of Grant	October 1, 2016 - December 31, 2018
Agreement Total	\$29,250
Funding Program	5339 Bus & Bus Facilities Program
Catalog of Federal Domestic Assistance (CFDA)	20.526
Federal Award Identification Number (FAIN)	ID-2016-018-01
Data Universal Numbering System (DUNS)	958856338
Federally Approved Indirect Cost Rate (if applicable)	N/A

Subrecipient Organization Name	City of Moscow
Subrecipient Director or Equivalent	Alisa J. Anderson
Subrecipient Address	PO Box 9203, Moscow, ID 83843
Subrecipient Phone	(208)883-7600
Subrecipient E-mail	aanderson@ci.moscow.id.us

Is this grant a Research and Development Grant? ___Y or X N

Scope of Work:

5339 Capital funds to purchase bike sharrows and way-finding signage.

Responsible Individuals Signatures of Agreement

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, amendments, or representations, oral or written, not specified herein.

Authorized Signature for Subrecipient:

Name	Title	Phone	E-mail
Signature and Date:			

Authorized Signature for State:

Name	Title	Phone	E-mail
Kim McGourty	Public Transportation Manager	(208)-334-4475	Kim.McGourty@itd.idaho.gov
Signature and Date:			



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AGREEMENT CONDITIONS

GRANT AGREEMENT BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT AND

This Agreement is between the **Idaho Transportation Department** (hereinafter called the STATE) and **the City of Moscow** (hereinafter called the Subrecipient). The STATE and the Subrecipient are entering into this Agreement. This Agreement is effective when signed by both parties.

The 5339 Bus & Bus Facilities Infrastructure Investment Program (49 U.S.C. 5339) makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities.

WHEREAS the Governor of the State of Idaho has designated the Idaho Transportation Department to administer this grant;

The parties mutually agree as follows:

1. SCOPE OF WORK:

Assumption of Responsibility: The Subrecipient agrees to assume all responsibility for this Project. The Subrecipient further agrees to abide by the appropriate mutual covenants, promises, and representations included in the Federal Transit Administration (FTA) Master Agreement, with special emphasis on the sections pertaining to the particular funding source.

- 2. COMPLIANCE WITH LAWS AND REGULATIONS, FEDERAL CHANGES:** The Subrecipient agrees to comply with all applicable laws, regulations, and codes of the State of Idaho, the United States Government, and local governments. The Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most current FTA Master Agreement included with, and incorporated into, this overall Grant Agreement, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to comply shall constitute a material breach of this contract.

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/sample-fta-agreements>



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3. SUBRECIPIENT CAPACITY:

- A. Subrecipient Legal, Financial, and Managerial Capacity:** The Subrecipient assures that it has the necessary legal, financial, and managerial capability to apply for, receive, and disburse FTA funds awarded in this grant agreement. The Subrecipient also assures that it will implement and manage this project and project funds in keeping with the intent and provisions of the Subrecipient's grant application and the grant agreement.
- B. Subrecipient Legal Authority to Accept This Sub-Grant:** The Subrecipient certifies that it has the legal authority to accept grant funds for this project.
- C. Subrecipient Debarment/Suspension Certification:** the Subrecipient entity certifies, to the best of its knowledge and belief, that it and its principals:
- i. are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, per the U.S. General Services Administration (GSA) monthly "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," available on the GSA web site:

<http://www.sam.gov>
 - ii. have not, within the past three years, been convicted of or had a civil judgment against them for: a criminal offense or fraud in connection with obtaining, attempting to obtain, or performing a Federal, state, or local public transaction; a violation of Federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - iii. are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed in the paragraph above; and
 - iv. have not within the last three years had any Federal, state, or local public transaction terminated for cause or default.

If the Subrecipient later becomes aware of any information contradicting these Suspension/Debarment statements, it will promptly provide that to the State who will forward it to FTA.

If the Subrecipient cannot certify for all the Suspension/Debarment statements above, the Subrecipient shall so indicate in a transmittal letter or message of explanation, to be returned with the signed grant agreement (Per 49 CFR Part 29).



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- D. Administrative and Accounting Systems:** The Subrecipient certifies it has or will establish a proper accounting system, per generally accepted accounting principles (GAAP) and any Federal or State directives. It further agrees to administer the project, retain all project records, and grant access to project records and personnel as specified in the applicable Federal Uniform Guidance (2 CFR 200).

4. FEDERAL REQUIREMENTS

A. Buy America

For purchases over \$150,000, the Subrecipient agrees to comply with 49 CFR Parts 661 and 663, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. In regards to the purchase of vehicles, all materials and supplies purchased with these funds, will be manufactured in the United States and have:

FY 16 & FY17: more than 60% domestic content
FY18 & FY19: more than 65% domestic content
FY20 & beyond: more than 70% domestic content

The Subrecipient will provide the appropriate certification to verify this.

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Buy_America_Fact_Sheet.pdf

- B. Intelligent Transportation System (ITS) Architecture:** If this grant will be used to fully or partially fund acquisition of individual or systems of technologies that support ITS user services as defined in the "National ITS Architecture," the Subrecipient assures it will comply and require its contractors and its subrecipients to comply with all applicable requirements imposed by Section V Regional ITS Architecture and Section VI Project Implementation of the FTA National ITS Architecture Policy on Transit Projects to the extent required by FTA and the State.

http://www.ops.fhwa.dot.gov/its_arch_imp/policy.htm

- C. Charter Service Operations -** The Subrecipient agrees to only provide charter service with written consent from the STATE. If consent is given, the Subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of public transportation.

<http://www.gpo.gov/fdsys/granule/CFR-2012-title49-vol7/CFR-2012-title49-vol7-part604/content-detail.html>



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D. School Transportation:

- i. The Subrecipient assures that it will not engage in school bus operations exclusively for the transportation of students and school personnel, in competition with private school bus operators, per provisions of 49 CFR Part 605.

<http://www.gpo.gov/fdsys/granule/CFR-2011-title49-vol7/CFR-2011-title49-vol7-part605>

- ii. If the Subrecipient is a public transportation system, it may provide "School Tripper Service" that is regularly scheduled public transportation service open to the public but designed or modified to accommodate the needs of school students and personnel (must be open to the public, must serve regular transit stops, and must be shown on transit route schedules and maps) and schools signs may NOT be displayed on the vehicle.

E. Clean Water

- i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Subrecipient agrees to report each violation to the State, and understands, and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html

F. Clean Air

- i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Subrecipient agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html



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- G. Lobbying Prohibition:** None of the funds paid under this agreement shall be used for the purpose of lobbying activities before the Idaho State Legislature or the U.S. Congress.

If this grant is \$100,000 or more:

- i. the Subrecipient *certifies* that it has not and will not use Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award.
- ii. the Subrecipient assures that it will require its contractors and subcontractors each to report use of non-Federal funds for any of the lobbying activities for which use of Federal funds is prohibited, at the end of each calendar quarter on Federal Standard Form LLL (49 CFR Part 20), and that the Subrecipient will forward all these forms to the State.

<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html>

- H. Nondiscrimination Requirements:** The Subrecipient assures that no person in the United States will, on the basis of race, color, national origin, creed, sex, or age be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance from FTA or USDOT. The Subrecipient agrees to comply with all requirements of US DOT Civil Rights Act implementing regulations (49 CFR 21), and the Title VI Program Guidelines for Federal Transit Administration Recipients (FTA Circular 4702.1) and other applicable nondiscrimination directives.

http://www.fta.dot.gov/documents/Title_VI_Circular_4702.1A.pdf

- i. Per 49 USC 5332 (prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, USDOT implementing regulations (49 CFR 21), 42 USC 2000d (prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin)
- ii. The Subrecipient assures that project and project facility operations, as well as property acquisitions, will be in accordance with the civil rights requirements and understands that this assurance extends to its entire facility, to all facilities operated in connection with this project, and to property acquisitions. The Subrecipient assures:
 1. Its FTA-assisted benefits and related services are made available and are

1. Its FTA-assisted benefits and related services are made available and are



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equitably distributed without regard to race, color, creed, national origin, sex, age, or disability;

2. The level and quality of its FTA-assisted transit services are sufficient to provide equal access and mobility for any person without regard to race, color, creed, national origin, sex, or age;
 3. Opportunities to participate in the transit planning and decision making processes are provided to persons without regard to race, color, creed, national origin, sex, or age;
 4. Decisions on the location of transit services and facilities are made without regard to race, color, creed, national origin, sex, or age;
 5. Corrective and remedial action is taken to prevent discriminatory treatment of any user of services based on race, color, creed, national origin, sex, or age;
 6. Any contracts or sub agreements fully or partly funded through this project will contain language to extend civil rights assurances to contractors and subcontractors; and the Subrecipient will also include such language in any deeds and documents which record the transfer of real property, structures, and improvements.
- I. **Nondiscrimination on the Basis of Disability:** The Subrecipient assures that no person with a disability shall be, by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance. The Subrecipient assures it will comply with 49 CFR Parts 27, 37, 38, and 39, which implement the Americans with Disabilities Act (ADA) and amend Section 504 of Rehabilitation Act of 1973. The Subrecipient understands that it also has responsibilities under ADA in the areas of employment, public accommodations, and telecommunications.

<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html#1000>

The Subrecipient assures that any vehicle purchased or acquired through this project will be ADA accessible, except as exempted in by the State. If the Subrecipient is awarded funds to purchase a non-ADA vehicle for use in demand responsive service, the Subrecipient assures that this demand responsive service provides or will provide equivalent service to disabled persons that meet ADA requirements in keeping with 49 CFR 37.

The Subrecipient assures that *all* new or renovated facilities to be used for the provision of public transportation services will be ADA accessible, including facilities such as maintenance facilities, garages, building access facilities (sidewalks need curb cuts), etc.



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<http://www.gpo.gov/fdsys/pkg/CFR-2007-title28-vol1/content-detail.html>

The Subrecipient assures that any construction contract funded through this project will include ADA requirements.

J. Equal Employment Opportunities (EEO): The Subrecipient assures it will:

Treat employees or job applicants fairly, without regard to race, color, creed, national origin, sex, age, or disability;

Take affirmative action to ensure job applicants are employed and employees are treated without regard to race, color, creed, national origin, sex, or age (such action includes but is not limited to 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);

Post notices setting forth agency EEO policy in conspicuous places and make these available to employees and job applicants;

Assure that any contracts or sub-agreements fully or partly funded through this project will contain language to extend EEO assurances to contractors and subcontractors.

If the Subrecipient received \$1,000,000 or more of Federal assistance in the previous Federal fiscal year and had 50 or more public-transit-related employees, it agrees to submit to the State an EEO program, which meets FTA requirements.

K. Discrimination Complaints: The Subrecipient assures that it will notify the public that complaints of discrimination in the provision of transportation or transportation-related services or benefits may be filed with the State, FTA, or USDOT. The Subrecipient assures it will promptly report to the State any civil rights complaints it receives.

L. Disadvantaged Business Enterprises (DBE): The Subrecipient assures Disadvantaged Business Enterprises will have the maximum opportunity to compete for and perform contracts and subcontracts financed under this project, as specified in 49 CFR 26 and per the following:

- i. If the Subrecipient will purchase one or more transit vehicles (excluding unmodified mass-produced vans or unmodified pop-top vans), it assures that it will obtain from each transit vehicle manufacturer a TVM certification, to show that the manufacturer complies with DBE requirements.
- ii. The Subrecipient is subject to the State's DBE program filed with the Federal Highway Administration and the State's annual DBE goal with FTA. Additionally, the Subrecipient will report its DBE activity and results to the State semi-annually every year of the Subrecipient agreement.



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<http://www.itd.idaho.gov/ocr/index.aspx>

- iii. The Subrecipient assures it will not discriminate on the basis of race, religion, color, gender, age, marital status, ability, or national origin in implementation of the project, in award or performance of any third-party contract or sub-agreement supported with this grant, or in administration of its DBE program and 49 CFR 26. If the State receives a complaint regarding discrimination by the Subrecipient, the Subrecipient will cooperate fully in the investigation of the complaint by the State.

<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html>

Technical assistance pertaining to DBE is available at the following link or at (208)-334-8567. <http://www.itd.idaho.gov/ocr/index.aspx>

- M. Audits:** The Subrecipient certifies that it will be audited annually as required by the Federal Single Audit Act Amendments of 1996 (per 2 CFR 200). The Subrecipient recognizes FTA's, USDOT's, and the State's authority to monitor project activities, to conduct reviews and inspections, and to conduct additional audits in keeping with 2 CFR 200, to verify compliance with grant requirements and assurances. The Subrecipient agrees to make the necessary records available to any of the above parties upon request.

http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2013

- N. Commercial Driver's License (CDL) Requirement:** The Subrecipient, if not a recipient of Section 5311 funds, assures that if it operates a vehicle that requires a CDL, including a vehicle capable of transporting 16 or more persons (including the driver), will have a USDOT Federal Motor Carrier Safety Administration drug and alcohol testing program.

<http://www.fmcsa.dot.gov/overview-drug-and-alcohol-rules>

- O. Drug and Alcohol Testing:** If this grant is funded by either Section 5309, 5311, or 5339 the Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, and ITD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process. The Subrecipient agrees further to submit the Management Information System (MIS) reports to the State annually, as requested by the State.

<https://damis.dot.gov/Login/Login.asp>



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P. Employee Protections, Public Transportation Employee Protective Arrangements: The Subrecipient agrees to comply with the applicable transit employee protective requirements as follows:

- i. **Standard Public Transportation Employee Protective Arrangements** - If this grant is funded by either Section 5309 or Section 5316, to the extent that the Project involves public transportation operations and to the extent required by Federal law, the Subrecipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto. The Subrecipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement for the Project.
- ii. **Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5311** - The Subrecipient agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of the Grant Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto.

Q. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the State to be in violation of the FTA terms and conditions.

http://www.fta.dot.gov/laws/circulars/leg_reg_4063.html

R. Conflicts of Interest Prohibited: The Subrecipient certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of personal or organizational conflict of interest or of being motivated by desires for personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. STATE REQUIREMENTS:

A. Indemnification and Insurance: In this section, "Subrecipient" includes the



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Subrecipient's employees, agents, and contractors.

The Subrecipient agrees to indemnify, hold harmless, and defend the State of Idaho, its officers, agents, and employees from and against any claim of or liability for error, omission, or negligent act of the Subrecipient arising out of the Subrecipient's assumption of the responsibilities for the Project set forth in this agreement.

The Subrecipient is not required to indemnify the State of Idaho for a claim of or liability for the independent negligence of the State. If there is a claim or liability for joint negligent error or omission of the Subrecipient and the independent negligence of the State, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than in the State's selection, administration, monitoring, or controlling of the Subrecipient.

Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved. Moreover, all of the rights, defenses, or protections provided in Idaho Code and or in the Idaho Administrative Procedural Rules are expressly reserved.

B. Independent Contractor Status

Unless otherwise expressly stated, vendors and/or non-state entities acting pursuant to this grant shall be that of an independent contractor and not that of an agent or employee of the state. Such parties shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Furthermore, such parties shall indemnify the State and hold it harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of the party's failure to pay such taxes, fees or contributions.

The Subrecipient shall maintain the policies of insurance listed below, to cover losses that may be incurred as a result of the operation and maintenance of project vehicles and/or equipment throughout their period of required use or as a result of other activities under this agreement.

Where specific limits are shown, they shall be the minimum acceptable limits. If the Subrecipient's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

- i. **Automobile Liability:** a minimum coverage of \$500,000 combined single limit per occurrence. The policy shall provide all damage arising out of personal injury to or destruction of property in any one occurrence on any revenue vehicle not covered



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by 49 CFR Part 387.

The policy shall name the Idaho Transportation Department as "loss payee" of the property damage portion of the policy.

The Subrecipient shall provide *certificate of insurance to the State, annually* and at other times if requested. Each certificate must provide for a 30-day prior notice of cancellation, non-renewal, or material change of conditions.

The Subrecipient shall use any insurance proceeds relating to items purchased under this grant to repair or replace the covered item(s) that has been damaged, destroyed or stolen or; where specific items are not involved, to cover other liability related to this grant project. The title to any replacement vehicle must show the State of Idaho as lien holder.

- C. Performance Requirement:** The failure of the State to insist upon strict performance by the Subrecipient of any provision or covenant in this Agreement, in any one or more instances, may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement cannot be enforced or relied upon by the Subrecipient unless the waiver is in writing and signed on behalf of the State.

6. TERMINATION PROVISIONS:

- A. Failure to Perform:** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and if after notification by the State of such failure or violation, the Subrecipient fails to take proper corrective action within a reasonable amount of time, the State shall have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof. Such notice shall be given at least 15 days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, construction materials, and any construction completed by the Subrecipient under this Agreement shall, at the option of the State, become the State's property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed. Failure to adhere to Project Schedule and any reporting requirements may be deemed by the State to be a "failure to perform" and may result in the loss of the award, at the option of the State.
- B. Convenience Termination:** If, due to changed circumstances, the State or the Subrecipient wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least 15 days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other



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materials as described in the Failure to Perform paragraph above shall, at the option of the State, become the State's property. If the Agreement is terminated as provided herein, the Subrecipient shall be reimbursed for actual expenses not otherwise reimbursed under this Agreement which were incurred by the Subrecipient during the contract period and which are directly attributable to the Subrecipient's performance of this Agreement. The State shall also reimburse the Subrecipient for any costs properly incurred by the Subrecipient in honoring convenience termination clauses in its Agreements with its contractors as long as these clauses conform to the standard convenience termination clause used by the State for similar types of contracts.

7. NONCOMPLIANCE; DISPUTES; REMEDIES

- A. Recovery of Funds:** In the event of a default or violation of the terms of this Agreement, the State is entitled to recover all or part of the project funds paid to the Subrecipient. If Subrecipient does not promptly remit the funds in response to a demand, the State may collect the debt by:
- Making an administrative offset against payments that would be due under other grant awards or appropriations,
 - Withholding advance payments that would otherwise be due,
 - Instituting civil action, or
 - Taking any other action permitted by law.

All remedies conferred on the State by this Agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the State's option.

- B. Enforcement:** The State may take one or more actions in the event Subrecipient fails to comply with the terms of the award. Upon written notification explaining the basis of the action, the State may suspend the grant pending corrective action or terminate the grant. The State may impose conditions requiring correction of noncompliance or deficiency. If conditions are imposed, the State will inform Subrecipient of the conditions and corrective action sought, the reason for imposition, and the time allowed for completing corrective actions.
- C. Rights and Remedies:** The duties and obligations imposed by the Agreement and accompanying documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the State or Subrecipient shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

8. GRANT REQUIREMENTS:

- A. Billing Procedure and Reimbursements:** The Subrecipient agrees to formally request



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reimbursement by submitting to the State an itemized invoice(s) for allowable project costs. Each invoice shall clearly identify each cost being billed and shall be in a format acceptable to or specified by the State, with supporting documentation of cost and payment as required below, and other documentation as may be required by the State.

B. Requests for reimbursement must be submitted based on the following timeline:

Monthly Billing Schedule		
Period Beginning	Period Ending	Billing Due By
October 1 st	October 31 st	December 31 st
November 1 st	November 30 th	January 31 st
December 1 st	December 31 st	February 28 th
January 1 st	January 31 st	March 31 st
February 1 st	February 28 th	April 30 th
March 1 st	March 31 st	May 31 st
April 1 st	April 30 th	June 30 th
May 1 st	May 31 st	July 31 st
June 1 st	June 30 th	August 31 st
July 1 st	July 31 st	September 30 th
August 1 st	August 31 st	October 31 st
September 1 st	September 30 th	November 30 th

Invoices for operating, vehicles, equipment, or facilities shall be accompanied by documentation of the formal obligations or expenses incurred, as well as the source of the match. Supporting documentation shall be copies of vendor invoices, unless alternate documentation accompanied by a viable written explanation is acceptable to the State. Supporting documentation must clearly tie to the itemized costs on the invoice (annotations to facilitate easy review are encouraged). For vehicles, other documents related to the vehicle purchase are also required prior to payments. Please reference the ITD Capital Site for the Vehicle Reimbursement Packet.

http://itd.idaho.gov/public_transportation/cap_grant_program.html

The State reserves the right to mandate alternate or specialized billing procedures in any of the following instances:

- when a particular project is split-funded (includes grant funds from more than one source), or;
- when irregular documentation or special timing is needed by the State for some other reason.

Such alternate procedures may be issued separately, but will be provided to the Subrecipient in writing.

Payments may be withheld if the quarterly report(s) have not been received as



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required.

Final billing must be submitted within 60 days of the termination date listed on this grant agreement or as amended.

The State shall reimburse funds to meet formal obligations or expenses only with satisfactory documentation. If required documentation is determined to be incomplete, incorrect, and/or in conflict with the scope of the project, the Subrecipient will be notified that payment of project funds is being withheld until the incomplete, incorrect, and/or conflicting items are resolved to the State's satisfaction.

- C. **Local Match Available:** If this grant is for a vehicle(s) and/or equipment, the Subrecipient has or will have the required local cash match for the project by the time of delivery. If this grant is for other items, the local match will be met as grant funds are spent.
- D. **Operating and Maintenance Funds Available:** The Subrecipient, by the time of vehicle and/or equipment delivery, will have or have guarantee of funds necessary to operate and maintain the project vehicle and/or equipment in safe, clean, and mechanically sound condition through the required period of performance (useful life). The State reserves the right to require transfer of the vehicle and/or equipment to another entity if the Subrecipient fails to meet this requirement.
- E. **Indirect Costs:** If a federally approved indirect cost rate is negotiated between the subrecipient and the Federal government, this rate must be used. If no such rate exists, the subrecipient may either negotiate a rate with the pass-through entity and the subrecipient (in compliance with this part), or elect the de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f), if eligible.
- F. **Vehicle and Equipment Maintenance Requirements:** The Subrecipient agrees to develop a written maintenance program and assures that it assumes responsibility to maintain and operate the vehicles and/or equipment obtained under this project at a high level of cleanliness, safety, and mechanical soundness, following at a minimum, the original equipment manufacturers' (OEM) recommended maintenance and inspection procedures and schedules, for at least the useful life of each item, to retain warranties and meet life expectancy of the items. The Subrecipient further assures that it will maintain ADA accessibility features in good working order, removing vehicles with nonworking accessibility features from service and repairing them within 5 days. The Subrecipient agrees to document all maintenance completed and all maintenance expenditures. The State and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance.
- G. **Vehicle and Equipment Use and Disposition:** Use and disposition of project vehicles and equipment shall be subject to restrictions set forth by the State.

The Subrecipient assures that it will not lease or contract the operation of project



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vehicles without prior written approval from the State.

If a vehicle or equipment purchased with these funds can no longer meet project needs, the Subrecipient agrees to notify the State, indicate its condition, and follow the State's instructions.

H. Reports: The Subrecipient is required to submit quarterly reports in a format specified or provided by the State, per instructions provided by the State. The Subrecipient will certify the accuracy of each report.

I. A grantee must submit quarterly reports under the following schedule:

Quarterly Schedule		
Period Beginning	Period Ending	Report Due By
January 1 st	March 31 st	May 31 st
April 1 st	June 30 th	August 31 st
July 1 st	September 30 th	November 30 th
October 1 st	December 31 st	February 28 th

J. Capital Inventory and Agency Profile: The Subrecipient agrees to participate fully in the inventory of publicly funded vehicles, transportation equipment, and transportation-related facilities and other transportation related data.

K. Changes and Amendments: The Subrecipient shall not execute any amendment or change order to this Agreement without the prior written concurrence of the State. This Agreement may only be modified or amended by a written agreement signed by both parties.

L. Reimbursement of Grant Funds: Within sixty (60) days of issuance of a final audit report to the State or, if no audit is required, then within sixty days after acceptance by the State that the Subrecipient has met the requirements of this grant agreement, the Subrecipient's remaining grant balance will return to the State.

M. Travel Requirements: Subrecipient must follow State of Idaho travel guidelines for reimbursement or your agency's travel rules, whichever is more restrictive.

N. Program Fraud and False or Fraudulent Statements and Related Acts: The Subrecipient certifies that any statement it has made, it makes, it may make, or causes to be made about this grant project is or will be true and accurate. Provision of untrue or inaccurate information may constitute fraud.

9. ASSIGNMENT OF WORK TO THIRD PARTIES:



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- A. State Consent Required:** No portion of work to be performed under this agreement shall be assigned by the Subrecipient to any third party without written consent of the State.
- B. No Federal or State of Idaho Government Obligation to Third Parties:** The Subrecipient agrees that the Federal and State governments have no liability under this agreement. The Subrecipient assures that it will include language in any contract under this agreement that states the Federal and State governments have no liability under the contract and require the contractor to include language to this effect in any subcontract, except if the Subrecipient has specific written consent from the Federal and/or State governments that it/they will accept liability.
- C. Subcontracting Rules:** In the event the Subrecipient subcontracts any work covered by this Agreement, the Subrecipient shall require compliance by its subcontractors with applicable provisions, statutes or regulations governing their legal responsibilities in public contracts.

In addition, the Subrecipient shall require compliance with all Federal, State, and local laws and regulations and include required Federal clauses in contracts and purchase orders.

10. Procurement Requirements:

All procurements for contracted services (complementary paratransit, cabs, etc.) must go through a bidding process.

A. Procurement System:

- i. The Subrecipient,** assures it has or will establish a procurement system in compliance with FTA procurement requirements in FTA Circular 4220.1 third party contracting requirements as well as any other implementing requirements of Federal, State, or local government, including:
 1. a five-year limitation on rolling stock;
 2. requirement for full and open competition;
 3. a prohibition against geographic preferences;
 4. the use of Brooks Act procedures for procurement of architectural engineering services if the state has not adopted a statute governing procurement of such services;
<http://www.acec.org/advocacy/committees/brooks.cfm>
 5. inclusion in its contracts all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required by FTA Circular 4220.1;
 6. inclusion in its subcontracts and sub agreements all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required in FTA Circular 4220.1;
 7. written protest procedures;



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8. ethical standards of conduct;
9. use of appropriate procurement method.

http://www.fta.dot.gov/documents/FTA_Circular_4220.1F.pdf

- B. Required Provision in Procurement Notices:** The following required provision shall be included in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance: "Statement of Financial Assistance: This Procurement is subject to a financial assistance grant agreement between the State of Idaho and the U.S. Department of Transportation."

- C. Procurement Requirements:** Subrecipient will follow the following procurement guidelines:

Micro Purchase: \$1-\$3500 - Follow FTA procurement rules. The SUBRECIPIENT may acquire property and services valued at less than \$3,000 without obtaining competitive quotations. SUBRECIPIENT shall maintain documentation reflecting that the price paid was fair and reasonable. Note: Davis-Bacon prevailing wage requirements will apply to construction contracts exceeding \$2,000.

Small Purchase: \$3,501-\$9,999 - Follow FTA procurement rules. The SUBRECIPIENT may acquire property and services valued at \$3,001-\$9,999 by obtaining three or more price or rate quotations. SUBRECIPIENT shall maintain documentation reflecting that the price paid was fair and reasonable.

Medium Purchase: \$10,001-\$99,999 - Follow STATE procurement rules. The SUBRECIPIENT may acquire property and services valued at \$10,001-\$99,999 by following the STATE Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044.

Large Purchase: \$100,000 or more - Follow STATE procurement rules. The SUBRECIPIENT may acquire property and services valued at \$100,000 or more by following the STATE Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044. Sealed bids are required

- D. Bus and Van Testing:** The Subrecipient will comply with FTA bus testing requirements applicable to heavy-duty large and small buses; medium-duty buses; light-duty mid-size buses; and light-duty small buses, cutaways, or modified vans (does not apply to unmodified mass-produced vans). If testing is not required, the Subrecipient will instead obtain the manufacturer's certification that the vehicle is exempt from FTA bus testing requirements and also obtain a list of recent purchasers of the vehicle (with contact information), to aid evaluation prior to vendor selection.

<http://www.gpo.gov/fdsys/pkg/CFR-2005-title49-vol1/content-detail.html>



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- i. For Equipment Purchases - The Subrecipient will provide the same equipment specifications to each prospective vendor and seek at least three bids or price quotes. The Subrecipient will submit price quotes or bids received to the State with its preferred vendor selection noted, for State approval to purchase. For more information see FTA Best Practices Procurement Manual, http://www.fta.dot.gov/grants/13054_6037.html.

E. Pre-Award and Post-Delivery Review of New Vehicles: The Subrecipient assures it will conduct a pre-award and/or post-delivery reviews for all new vehicles purchased under this project, as specified below. The Subrecipient assures it will conduct these reviews per the formats and instructions provided by the State. Pre-Award Reviews must be submitted to the State for approval

F. Vehicle Identification Numbers to State: The Subrecipient will provide each vehicle's identification number (VIN) to the State with the first payment invoice for the particular vehicle.

G. Titles to Vehicles/Equipment & Liens:

- i. Title to Project equipment other than vehicles shall rest with the Subrecipient.
- ii. The Subrecipient hereby agrees that the State of Idaho is lien holder for each vehicle purchased under this Project. The Subrecipient shall arrange with the Idaho Division of Motor Vehicles (DMV) to issue the certificate of title in the name of the Subrecipient with the State of Idaho Transportation Department as lien holder. The Subrecipient shall arrange with DMV to send the original title to the State's Public Transportation Office for this project.
- iii. The State will hold a lien on the title of any vehicle purchased under this project. The Subrecipient may request a clear title after the vehicle reaches its useful life.
- iv. The Subrecipient gives the State Power of Attorney limited to applying for a Vehicle Title from the Idaho Division of Motor Vehicles and to requesting the Idaho Division of Motor Vehicles remove the State's lien from the vehicle title.

CERTIFICATION REGARDING FEDERAL LOBBYING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress



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in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

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

Signature of Authorizing Official:

Date:

Fiscal year 2016 Project Budget Request			
Subrecipient	City of Moscow		
Agreement Term	October 1, 2016-December 31, 2018		
Contact Name	Allsa Anderson		
Address	PO Box 9203, 206 East Third Street Moscow, ID 83843		
Phone Number	208-883-7600		
Grant	Capital 80/20		
	Total	Federal	Match
5339	\$ 36,562.50	\$ 29,250.00	\$ 7,312.50
Total Project Cost	Total Federal Request	Total Match Needed	
\$ 36,562.50	\$ 29,250.00	\$ 7,312.50	
Subrecipient Printed Name _____ Subrecipient Signature _____ Date _____			Scope of Work 5339 Capital funds to purchase bike sharrows and way-finding signage.



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Funding Program	5339 Bus & Bus Facilities Program
Term of Grant	October 1, 2016-September 30, 2018
Agreement Total	\$29,250

Subrecipient Organization Name	City of Moscow
Subrecipient Director or Equivalent	Alisa Anderson
Subrecipient Address	PO Box 9203, 206 East Third Street Moscow, ID 83843
Subrecipient Phone	208-883-7600
Subrecipient E-mail	aanderson@ci.moscow.id.us

Scope of Work:

5339 Capital funds to purchase and install bike sharrows and way-finding signage.

Responsible Individuals Signatures of Agreement

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, amendments, or representations, oral or written, not specified herein.

Authorized Signature for Subrecipient:

Name	Title	Phone	E-mail
Bill Lambert	Mayor	208-883-7600	aanderson@ci.moscow.id.us

Signature and Date:

Bill Lambert 12-21-17

Authorized Signature for State:

Name	Title	Phone	E-mail
Kim McGourty	PT Manager	208-334-4475	Kim.mcGourty@itd.idaho.gov

Signature and Date:

Kim McGourty 1-11-18

Public Transportation Office • 208 334-8822 • www.itd.idaho.gov

Fiscal Year 2016 Project Budget Request

ATTACHMENT A

Subrecipient	City of Moscow
Agreement Term	October 1, 2016-September 30, 2018
Contact Name	Alisa Anderson
Address	PO Box 9203, 206 East Third Street Moscow, ID 83843
Phone Number	208-883-7600

Grant	Capital 90/10		
	Total	Federal	Match
5339 Bike	\$ 32,500.00	\$ 29,250.00	\$ 3,250.00

Total Project Cost	Total Federal Request	Total Match Needed
\$ 32,500.00	\$ 29,250.00	\$ 3,250.00

Scope of Work

City of Moscow
Subrecipient Printed Name

Alisa Anderson
Subrecipient Signature

1/21/2017
Date

This scope of work for this project is for the purchase and installation of bike sharrows and way finding signage under the City of Moscow 2016 Bike Route and Facilities Plan.

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/20/2018**Title:** SCADA Replacement Project FY2017 - Change Order No. 1**Responsible Staff:** Les MacDonald

Information

DESCRIPTION: In July of 2017 the City published an advertisement for bids for the Supervisory Control And Data Acquisition (SCADA) Replacement Project - 2017 with an Engineer's Estimated cost of \$483,881.00. Only one bid, from Strom Electric, was received. The bid from Strom was presented to and awarded by City Council for \$357,000.00 with Staff authorization to approve change orders up to 10% of the contract amount.

When the SCADA Replacement Project was designed it included improvements at all the operational points of the system in order to bring a 1994 era system up to date. The existing SCADA system was starting to experience operational problems that were becoming more difficult to correct. Because a properly functioning SCADA system is such a critical part of the City's water system, the project design included all of the components that would supply the equipment replacement and programming to match the existing SCADA function.

In preparation for advertising the project for bidding a review was performed of the anticipated cost to complete all of the necessary improvements as designed. A determination was made that the bids would likely exceed the available project budget. Therefore, the quantity of components included in the project were reduced to a level anticipated to be within the project budget and that would still provide basic functionality even though not all components of the system were being replaced. The project bid came in significantly under the budget, which allows for some of the reduced component quantities to be increased in order to provide a more complete replacement project. The cost of the increase in the quantities of components exceeds the Staff authorization level of 10%, so the change order is being presented to the City Council for approval in accordance with City policy.

This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

STAFF RECOMMENDATION: Approve Change Order No. 1 for the SCADA Replacement Project.

ACTION: Approve Change Order No. 1 for the SCADA Replacement Project.

Necessary Resources/Impacts

(PERSONNEL) City staff will provide services including construction inspection and contract administration.

(FISCAL) Funds will be expended from Water Capital Energy Control & Supplies line item 320-320-70-770-62 and Sewer Capital Energy Control & Supplies line item 330-330-60-770-68.

Attachments

Strom Electric Change Proposal

SCADA ReplacementProject2017;StromElectric;ChangeOrder1(pm2)

Strom Electric

CHANGE PROPOSAL: 1

CITY OF MOSCOW SCADA

Proposal Description: April Time and Material

1. T&M changes to well #6 (see daily reports)

2. T&M changes to well #8 (see daily reports)

Material Item	Unit Type	Unit Quantity	Price	MATERIAL
WIRE #14 THHN CU	FT	379	\$0.18	\$68.22
WIRE #12 THHN CU	FT	75	\$0.28	\$20.63
EMT CONDUIT 1/2"	FT	20	\$0.59	\$11.84
EMT CONDUIT 1/2" CONN	EA	2	\$1.21	\$2.42
EMT CONDUIT 1/2" COUP	EA	1	\$1.36	\$1.36
EMT CONDUIT 1/2" STRAP	EA	3	\$1.36	\$4.07
EMT CONDUIT 3/4"	FT	30	\$1.01	\$30.24
EMT CONDUIT 3/4" CONN	EA	2	\$2.77	\$5.54
EMT CONDUIT 3/4" COUP	EA	1	\$2.77	\$2.77
EMT CONDUIT 3/4" STRAP	EA	2	\$1.67	\$3.34
EMT CONDUIT 1"	FT	21	\$1.91	\$40.07
EMT CONDUIT 1" CONN	EA	4	\$4.02	\$16.08
EMT CONDUIT 1" COUP	EA	2	\$4.78	\$9.55
EMT CONDUIT 1" STRAP	EA	3	\$2.20	\$6.59
RIGID COUPLING 1/2"	EA	1	\$5.76	\$5.76
BUSHING INSULATED 1"	EA	4	\$1.55	\$6.19
SEALTITE FLEX 1/2"	FT	3	\$1.94	\$5.83
SEALTITE FLEX 1/2" CONN STR	EA	3	\$4.60	\$13.79
SEALTITE FLEX 1/2" CONN 90	EA	1	\$6.71	\$6.71
SHALLOW UNISTRUT	FT	5	\$3.22	\$16.08
TB 30 AMP RATED	EA	12	\$3.00	\$36.00
TB DINRAIL STOP	EA	2	\$0.50	\$1.00
TB SOLID JUMPER	EA	6	\$3.00	\$18.00
Misc anchors, connectors, tape, etc.	LS	1	\$10.00	\$10.00
		0	\$0.00	\$0.00
Taurus Power & Controls	LS	1	\$2,205.50	\$2,205.50
(see attached dailys, and Taurus had \$280		0	\$0.00	\$0.00
charges for CAD drawings)		0	\$0.00	\$0.00

TOTAL	\$2,547.58
ID Tax	\$152.85

TOTAL LABOR	No. of Hours	Labor Rate	Total Labor
Electrician (Josh Orr / Foreman)	28.00	\$75.00	\$2,100.00

EQUIPMENT	No. Units	Use Units	Unit Costs	TOTAL COST
	0.00			\$0.00
				\$0.00

SUMMARY	
Total Material	\$2,700.43
Total Labor	\$2,100.00
Equipment	\$0.00
Additional Permit Fees	\$49.00
Subtotal	\$4,849.43
Bonding	\$121.24
TOTAL PRICE	\$4,970.67

Strom Electric

CHANGE PROPOSAL: 2

CITY OF MOSCOW SCADA

Proposal Description: Time and Material

1. T&M changes to well #2
2. T&M changes to well #3
3. Well #9 changes
4. NE & NW Reservoir

NOTE: Daily reports and Taurus Proposals are attached for your review.

Material Item	Unit Type	Unit Quantity	Price	MATERIAL
WIRE #14 THHN CU	FT	607	\$0.18	\$109.26
WIRE #12 THHN CU	FT	1340	\$0.28	\$368.50
WIRE #16/2 TWISTED SHIELDED	FT	1000	\$0.49	\$492.00
HEAT SHRINK LABELS	ROLL	3	\$42.14	\$126.43
CORD GRIP UF TYPE	EA	2	\$3.92	\$7.85
CORD GRIP .375 TO .5 SS WEAVE	EA	2	\$56.59	\$113.18
EMT CONDUIT 1/2"	FT	130	\$0.59	\$76.99
EMT CONDUIT 1/2" CONN	EA	22	\$1.21	\$26.66
EMT CONDUIT 1/2" COUP	EA	9	\$1.36	\$12.20
EMT CONDUIT 1/2" STRAP	EA	0	\$1.36	\$0.00
EMT CONDUIT 1/2" CONDULET	EA	2	\$13.33	\$26.66
EMT CONDUIT 3/4"	FT	105	\$1.01	\$105.84
EMT CONDUIT 3/4" CONN	EA	28	\$2.77	\$77.62
EMT CONDUIT 3/4" COUP	EA	7	\$2.77	\$19.40
EMT CONDUIT 3/4" STRAP	EA	0	\$1.67	\$0.00
EMT CONDUIT 3/4" LB CONDULET	EA	3	\$16.33	\$49.00
EMT CONDUIT 1"	FT	20	\$1.91	\$38.16
EMT CONDUIT 1" CONN	EA	0	\$4.02	\$0.00
EMT CONDUIT 1" COUP	EA	3	\$4.78	\$14.33
EMT CONDUIT 1" STRAP	EA	0	\$2.20	\$0.00
PVC CONDUIT 1" COUP	EA	1	\$0.47	\$0.47
PVC CONDUIT 1" TA	EA	1	\$0.71	\$0.71
PVC CONDUIT 3/4"	FT	40	\$0.43	\$17.28
PVC CONDUIT 3/4" TA	EA	1	\$0.54	\$0.54
PVC CONDUIT 3/4" COUP	EA	2	\$0.31	\$0.62
PVC CONDUIT 3/4" 90	EA	1	\$1.51	\$1.51
PVC CONDUIT 3/4" SCH 80	FT	10	\$0.90	\$9.00
RIGID STEEL CONDUIT 1/2"	FT	5	\$3.58	\$17.88
RIGID STEEL CONDUIT 1/2" FORM 7 LB	EA	1	\$24.32	\$24.32
KO SEAL 1/2"	EA	10	\$1.49	\$14.90
KO SEAL 3/4"	EA	13	\$1.73	\$22.46
KO SEAL 2"	EA	1	\$6.16	\$6.16
RIGID COUPLING 3/4"	EA	4	\$7.07	\$28.27
RIGID COUPLING 1/2"	EA	4	\$5.76	\$23.04
LOCKNUT 3/4"	EA	1	\$0.32	\$0.32
BUSHING INSULATED 3/4"	EA	1	\$1.55	\$1.55
BUSHING INSULATED 1"	EA	3	\$1.55	\$4.64
BUSHING REDUCING 3/4 TO 1/2	EA	12	\$2.18	\$26.21
UNISTRUT	FT	15	\$2.86	\$42.84
UNISTRUT STAINLESS	FT	10	\$7.32	\$73.20
STRUT STRAP 1/2"	EA	5	\$1.42	\$7.08
STRUT STRAP 3/4"	EA	5	\$1.72	\$8.58
STRUT STRAP 2"	EA	2	\$2.23	\$4.46
BOX WP 1G	EA	2	\$8.41	\$16.82
BOX WP 1G BLANK CVR	EA	2	\$2.75	\$5.50
BOX 4" SQUARE	EA	4	\$1.51	\$6.05
BOX 4" SQUARE BLANK CVR	EA	2	\$0.72	\$1.44
BOX 4" SQUARE RAISED CVR	EA	1	\$1.98	\$1.98
SEALTITE FLEX 1/2"	FT	60	\$1.94	\$116.64
SEALTITE FLEX 1/2" CONN STR	EA	16	\$6.50	\$104.06
SEALTITE FLEX 1/2" CONN 90	EA	6	\$9.00	\$54.00
SEALTITE FLEX 3/4"	FT	5	\$2.52	\$12.60
SEALTITE FLEX 3/4" CONN STR	EA	2	\$8.54	\$17.09
SEALTITE FLEX 3/4" CONN 90	EA	0	\$12.54	\$0.00

Attachment: Strom Electric Change Proposal (1793 : SCADA Replacement Project FY2017 - Change Order No. 1)

DIN RAIL	FT	10	\$0.97	\$9.70
TERMINAL BLOCK	EA	50	\$1.40	\$70.20
TB 30 AMP RATED	EA	0	\$3.00	\$0.00
TB DINRAIL STOP	EA	4	\$0.50	\$2.00
TB SOLID JUMPER	EA	26	\$3.00	\$78.00
RECEPTACLE DUPLEX 20A	EA	1	\$5.95	\$5.95
RELAY SOCKET 5 PIN	EA	2	\$10.20	\$20.40
COIL 120V	EA	2	\$15.84	\$31.68
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
Misc anchors, connectors, tape, etc.	LS	1	\$79.00	\$79.00
		0	\$0.00	\$0.00
Taurus Power & Controls - Well 3 RIO Panel	LS	1	\$7,475.60	\$7,475.60
Taurus Power & Controls - T&M Labor	LS	1	\$6,578.00	\$6,578.00
Taurus Power & Controls - Well 9 Analog Card	LS	1	\$1,245.17	\$1,245.17

TOTAL	\$17,932.02
ID Tax	\$1,075.92

TOTAL LABOR	No. of Hours	Labor Rate	Total Labor
Well 2/3 Electrician (Josh Orr / Foreman)	115.50	\$75.00	\$8,662.50
Well 2/3 Electrician Apprentice (Nick Slavin)	69.50	\$50.00	\$3,475.00
NE & NW Reservoir (Josh Orr / Foreman)	12.50	\$75.00	\$937.50
NE & NW Reservoir Apprentice (Dylan Goolsby)	8.00	\$50.00	\$400.00
Well 9 Electrician (Josh Orr / Foreman)	2.00	\$75.00	\$150.00
TOTAL HOURS	207.50		

EQUIPMENT	No. Units	Use Units	Unit Costs	TOTAL COST
BOBCAT TRENCHER	1.00	day	200.340	\$200.34
				\$200.34

SUMMARY	
Total Material	\$19,007.94
Total Labor	\$13,625.00
Equipment	\$200.34
Additional Permit Fees	\$344.00
Subtotal	\$33,177.28
Bonding	\$829.43
TOTAL PRICE	\$34,006.71

CHANGE ORDER NO. 1**Pursuant to the**

**CONSTRUCTION AGREEMENT
SCADA REPLACEMENT PROJECT
(PROJECT NO.: 117-016)
BETWEEN CITY OF MOSCOW, IDAHO
AND SSC ELECTRIC, INC. DBA STROM ELECTRIC**

Revised Work as Follows:

This Change Order consists of all the labor, equipment, materials, and incidentals associated with an increase of quantity of system components for the telemetry system connections, including the following:

1. Wells 2 and 3 - Remove all existing panels and junction boxes, connect variable frequency drives to SCADA system for complete control, install remote I/O panel with ether-net cable to eliminate excessive wiring and conduit from Well 2 to SCADA system located in filter building.
2. Wells 6 and 8 - Remove all existing panels and junction boxes, connect variable frequency drives to SCADA system for complete control. Connect SCADA system to the new Well 6 components.
3. Well 9 - Install analog input card to connect the locally displayed submersible motor temperature data and electrical motor starter information to SCADA system.
4. NW and NE Reservoirs - Install altitude valve position limit switches in valve pits and connect to SCADA system.
5. Filter Plant - Replace outdated wiring and controls for the existing chemical feed equipment connection to the SCADA system. Also includes rewiring required between the filter plant control panel and the SCADA system.

Background.

When the SCADA Replacement Project was designed, it included improvements at all the operational points of the system in order to bring a 1994 era system up to date. The existing SCADA system was starting to experience operational problems that were becoming more difficult to correct. Because a properly functioning SCADA system is such a critical part of the City's water system, the project design included all of the components that would supply the equipment replacement and programming to match the existing SCADA function.

In preparation for advertising the project for bidding, a review was performed of the anticipated cost to complete all of the necessary improvements as designed. A determination was made that the bids would likely exceed the available project budget. Therefore, the quantity of components included in the project were reduced to a level anticipated to be within the project budget and that would still provide basic functionality, even though not all components of the system were being replaced. City received one bid, and that project bid came in significantly under the budget, which allows for some of the reduced component quantities to be increased in order to provide a more complete replacement project.

The revised work includes replacing the old wiring that has failing insulation and unusable existing conduits in order to make connections to the SCADA system. Unused or abandoned feeders, components and fixtures also require removal.

Payment.

Payment to do the described work shall be time and materials (T & M) not to exceed the Change Order Amount of \$38,977.38, which is necessary for:

Wells 2, 3, 6, 8 and 9; NW and NE Reservoirs; and Filter Plant Additional Components Connection to SCADA.

Total Amount for this Change Order is not to exceed	\$ 38,977.38
Previous Contract Amount	<u>\$357,000.00</u>
Revised Contract Amount	\$395,977.38

Time for Completion.

An additional ninety (90) calendar days will be added to the original contract time specified in the Construction Agreement dated August 31, 2017, as part of this Change Order.

Total Contract Days Added to this Change Order	90
Previous Contract Days	<u>180</u>
Revised Contract Days	270

Except as expressly set forth in this Change Order, the Construction Agreement otherwise is unmodified and remains in full force and effect following this Change Order.

IN WITNESS WHEREOF, the Parties have executed this Change Order No. 1 as of the date last signed below.

CONTRACTOR

Strom Electric

CITY

City of Moscow

Lance Styer
Secretary

Les MacDonald
Public Works Director

Date

Date

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/20/2018**Title:** Third Street Interpretive Sign Project**Responsible Staff:** Michael Ray

Information

DESCRIPTION: The Historic Preservation Commission has undertaken a project to create interpretive signage for the larger institutional buildings along the Third Street corridor which are on the National Register of Historic Places. The buildings that have been identified are the 1912 Center, City Hall, Carnegie Library, and the Methodist Church. The interpretive signs are intended to be installed adjacent to the public sidewalk and convey important historical information about the buildings. The Commission has completed the design of the 1912 Center and City Hall signs as well as a custom ornamental base to be fabricated. There is \$2,500 budgeted in FY2018 and \$2,500 budgeted in FY2019 for the project and it is anticipated that an additional request will be needed in FY2020 to complete the project. The Commission has received a quote from FastSigns of Lewiston for fabrication of the sign faces and the bases. Based upon the quote received the Commission would be able to order one simple base, two custom bases, and two 1/2 inch thick sign faces, with the remaining two faces and one custom base to be budgeted for in FY2020. The first sign that is proposed to be installed at the end of the summer is the 1912 Center sign and the location for the sign is in a raised planter bed adjacent to the public sidewalk. Since the sign is proposed to be installed within a raised planter bed, only a simple base is needed and not the ornamental base. The City Hall sign is proposed to be installed in FY2019 and located adjacent to the sidewalk near the southern entrance. This was reviewed by the Administrative Committee on August 13, 2018 and recommended for approval.

STAFF RECOMMENDATION: Authorize the Historic Preservation Commission to proceed with ordering and installing the interpretive signs which have been budgeted in FY2018 and FY2019.

ACTION: Authorize the Historic Preservation Commission to proceed with ordering and installing the interpretive signs which have been budgeted in FY2018 and FY2019.

Necessary Resources/Impacts

Facilities - Sign Installation

Attachments

Project Budget and Bids
 1912 Center Sign Face
 1912 Center Sign Proposed Location
 City Hall Sign Face
 City Hall Sign Proposed Location

Historic Preservation Commission Interpretive Sign Project Budget

Phase 1: FY2018 - FY2019

Sign Type	Cost
1912 Center Sign	
.5" Panel w/ Single Post Base	\$ 1,144.56
City Hall Sign	
.5" Panel w/ Custom Base	\$ 2,189.72
Library Sign	
Custom Base	\$ 1,511.70
Total	\$ 4,845.98
50% Deposit	\$ 2,422.99
FY2018 Budget:	\$ 2,500.00
FY2019 Budget:	\$ 2,500.00

Phase 2: FY2020

Sign Type	Cost
Methodist Church Sign	
.5" Panel w/ Custom Base	\$ 2,189.72
Library Sign	
.5" Panel	\$ 678.02
Total	\$ 2,867.74
Future FY2020 Budget Request	\$ 2,900.00

**FASTSIGNS of Lewiston**

826 21st Street
 Lewiston, ID 83501
 ph: (208) 798-7979
 fax: (208) 798-1525
 Email: 594@fastsigns.com

Estimate**594 - 14186****Estimate Date:** 6/14/2018 2:47:32PM**Printed:** 6/14/2018 2:48:56PM

Customer: Moscow Historic Preservation Commission
Contact: Nels Reese **Customer:** 3620
Description: gr_Historic Interpretive Panel Signs
Sales Person: Gregory Raye
Clerk: Gregory Raye
ph: (208) 310-6576
email: dnels@uidaho.edu

Dear Nels:

Sincerely,

Gregory Raye
 Customer Service Rep

	Product	Qty	Sides	H x W	Unit Cost	Totals
1	Post & Panel Signage	1	1	24 x 36	\$926.00	\$926.00
	Description: .5" Exterior Panel Single Sided: Matte Finish Exterior use with single post pedestal.					
	Text: [customer provided graphic]					
2	Set Up Fee	1	1	1 x 1	\$50.00	\$50.00
	Description: Set up fee charge by vendor. No additional up-charge by FASTSIGNS					
	Color: White					

Notes:

Estimate good for 30 days.

Line Item Total:	\$976.00
Tax Exempt Amt:	\$110.00
Subtotal:	\$976.00
Shipping:	\$110.00
Taxes:	\$58.56
Total:	\$1,144.56

Deposit Required: \$1,144.56

Bill To: Moscow Historic Preservation Commission
 Nels Reese
 Moscow, ID 83843

Payment due upon order placement for orders under \$250.00. A 50% deposit required otherwise.

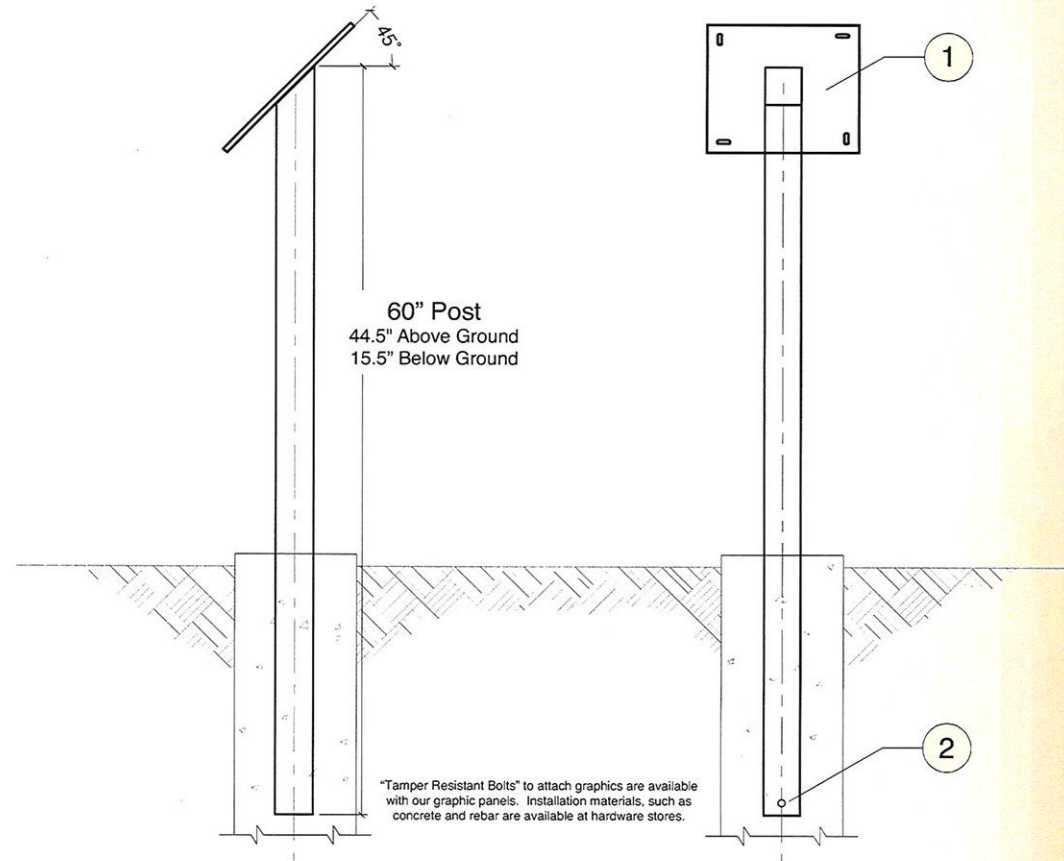
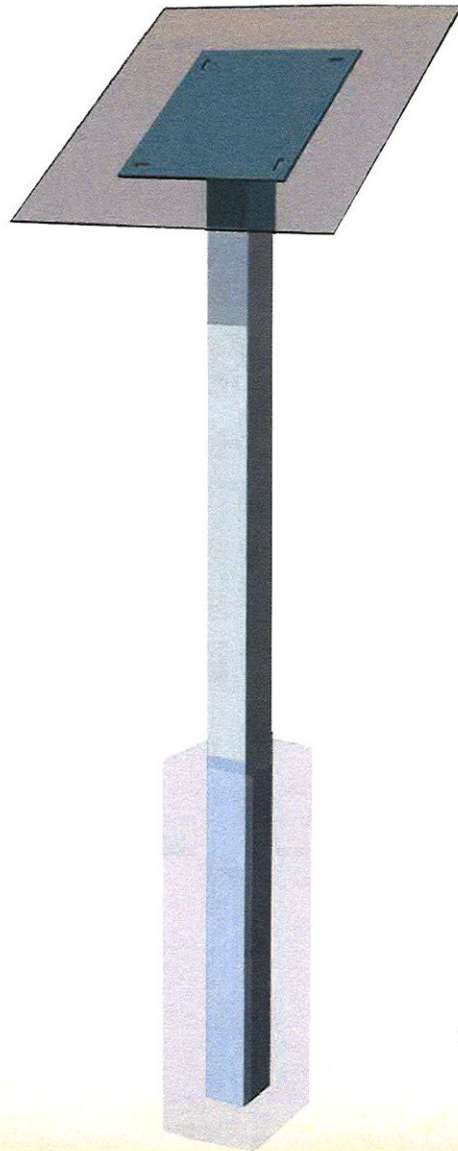
Received/Accepted By:

/ /

SINGLE POST PEDESTAL: In Ground

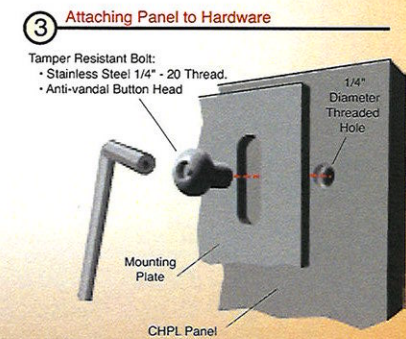
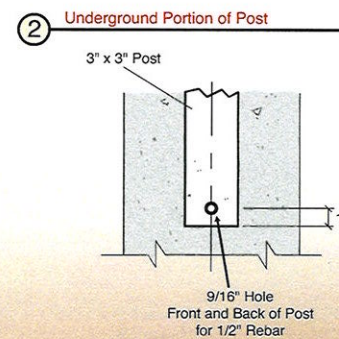
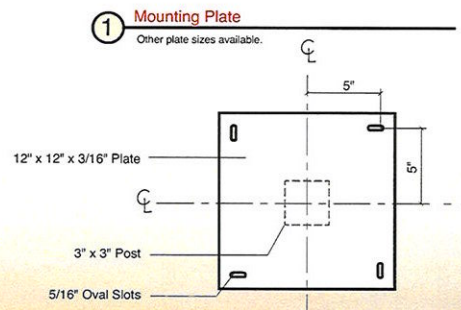
- Black Powder Coated Aluminum
- Custom Sizes and Colors Available

Part #: SPG1212



SIDE

FRONT



**FASTSIGNS of Lewiston**

826 21st Street
 Lewiston, ID 83501
 ph: (208) 798-7979
 fax: (208) 798-1525
 Email: 594@fastsigns.com

Estimate**594 - 14363****Estimate Date:** 7/12/2018 2:18:56PM**Printed:** 7/12/2018 2:23:18PM

Customer: Moscow Historic Preservation Commission
Contact: Nels Reese **Customer:** 3620
Description: gr_5" Historic Interpretive Panel with Ornamental Custom Base
Sales Person: Gregory Raye
Clerk: Gregory Raye

ph: (208) 310-6576

email: dnels@uidaho.edu

Dear Nels:

Sincerely,

Gregory Raye
 Customer Service Rep

	Product	Qty	Sides	H x W	Unit Cost	Totals
1	Post & Panel Signage	1	1	24 x 36	\$1,912.00	\$1,912.00
	Description: .5" Exterior Panel Single Sided: Matte Finish Exterior use with custom base.					
	Text: [customer provided graphic]					
2	Set Up Fee	1	1	1 x 1	\$50.00	\$50.00
	Description: Set up fee charge by vendor. No additional up-charge by FASTSIGNS					
	Color: White					
3	Design/Cust. Artwork	*	1	1 x 1	\$0.00	\$0.00
	Description: All clean up, scan or design changes in 15 minute increments. Proof revisions may incur additional time/cost.					

Notes:

Estimate good for 30 days.

Line Item Total:	\$1,962.00
Tax Exempt Amt:	\$110.00
Subtotal:	\$1,962.00
Shipping:	\$110.00
Taxes:	\$117.72
Total:	\$2,189.72

Deposit Required: \$2,189.72

Bill To: Moscow Historic Preservation Commission
 Nels Reese
 Moscow, ID 83843

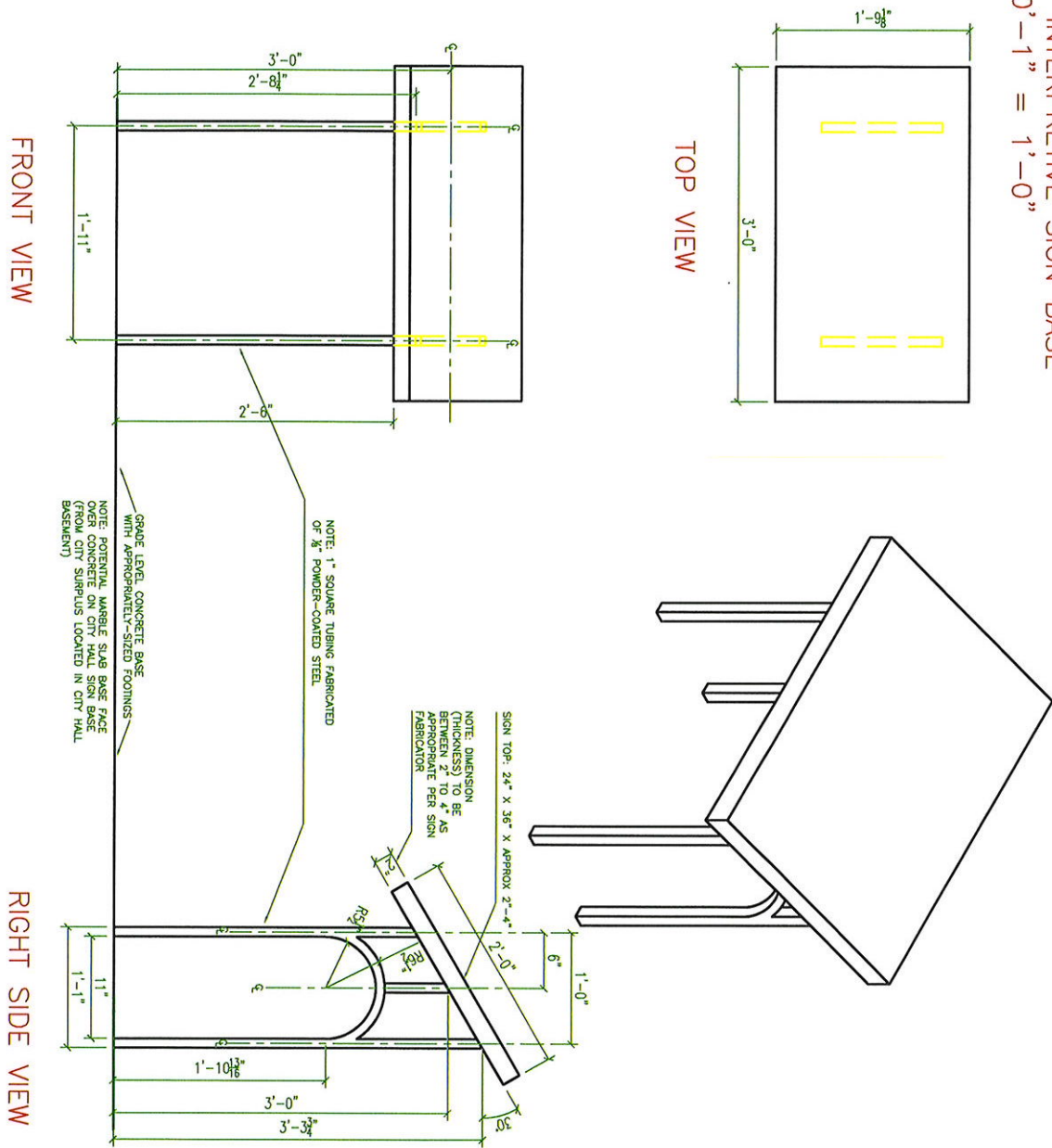
Payment due upon order placement for orders under \$250.00. A 50% deposit required otherwise.

Received/Accepted By:

/ /

MOSCOW INTERPRETIVE SIGN BASE

SCALE: 0'-1" = 1'-0"



BASE DESIGN FOR MOSCOW INTERPRETIVE SIGNS PROJECT

MOSCOW HISTORIC PRESERVATION COMMISSION
CITY OF MOSCOW
MOSCOW, IDAHO 83843

DRAWN BY: P. Overholtzer

1 st Rev. Sept. 3, 2017

**FASTSIGNS of Lewiston**

826 21st Street
 Lewiston, ID 83501
 ph: (208) 798-7979
 fax: (208) 798-1525
 Email: 594@fastsigns.com

Estimate**594 - 14315****Estimate Date:** 7/2/2018 4:30:46PM**Printed:** 7/2/2018 4:30:52PM

Customer: **Moscow Historic Preservation Commission** ph: (208) 310-6576
 Contact: Nels Reese Customer: 3620
 Description: gr_Historic Interpretive Panel Sign Custom Podium
 Sales Person: Gregory Raye
 Clerk: Gregory Raye email: dnels@uidaho.edu

Dear Nels:

Sincerely,

Gregory Raye
 Customer Service Rep

	Product	Qty	Sides	H x W	Unit Cost	Totals
1	Powder Coat	2	1	24 x 36	\$1,374.25	\$2,748.50
Text: [customer provided graphic]						

Notes:

Estimate good for 30 days.

Line Item Total:	\$2,748.50
Tax Exempt Amt:	\$110.00
Subtotal:	\$2,748.50
Shipping:	\$110.00
Taxes:	\$164.91
Total:	\$3,023.41

Deposit Required: \$3,023.41

Bill To: Moscow Historic Preservation Commission
 Nels Reese
 Moscow, ID 83843

Payment due upon order placement for orders
 under \$250.00. A 50% deposit required
 otherwise.

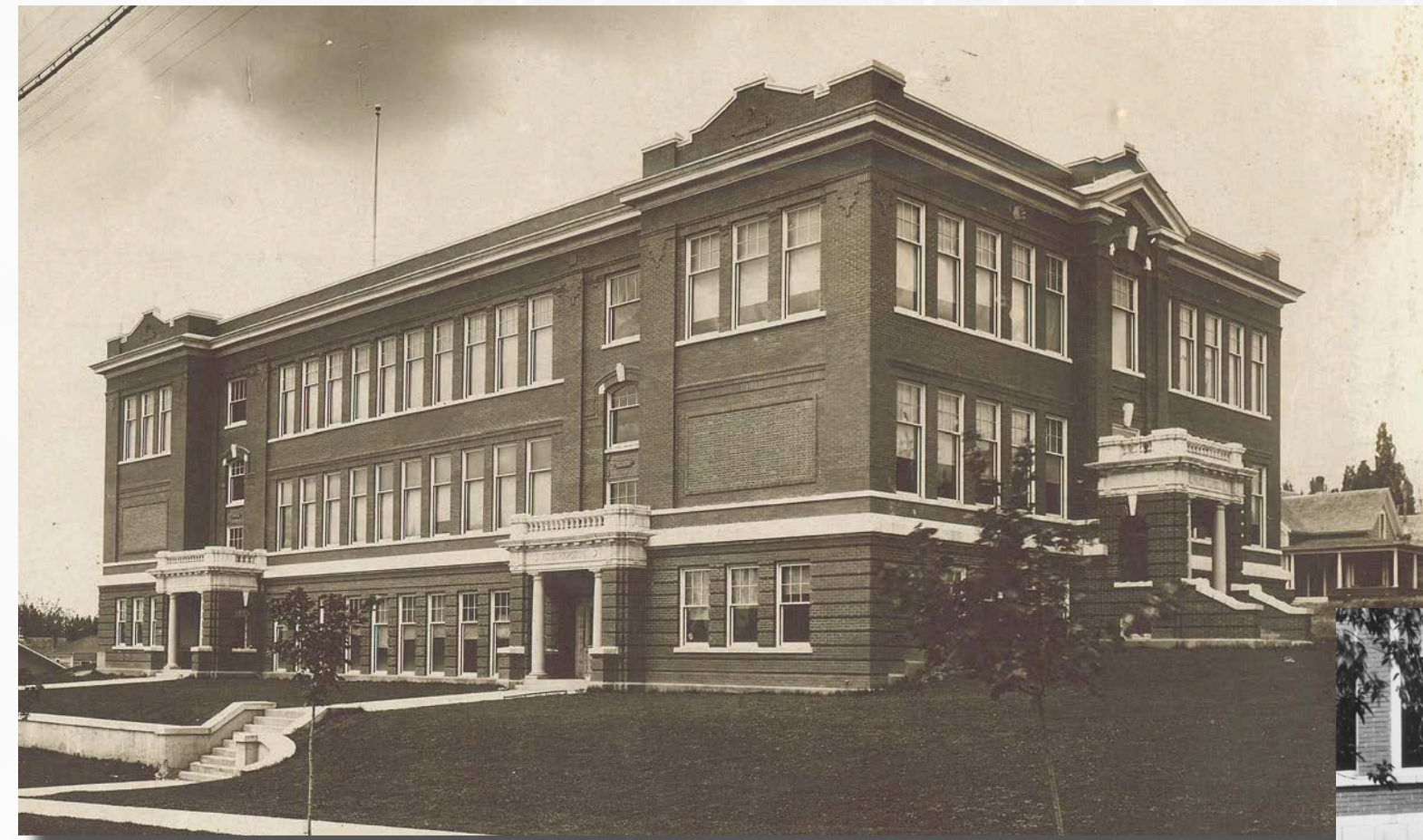
Received/Accepted By:

/ /

1912 Center

Moscow Embraces the Progressive Era

In response to the Progressive Era's call for reform in education, the Moscow School Board commissioned Spokane architect Clarence Hubbell to design the community's second high school. Dedicated in 1912, the school's neoclassical style architecture was both a symbol of the community's commitment to education and a source of pride.



Southeast view of the 1912 High School circa 1920



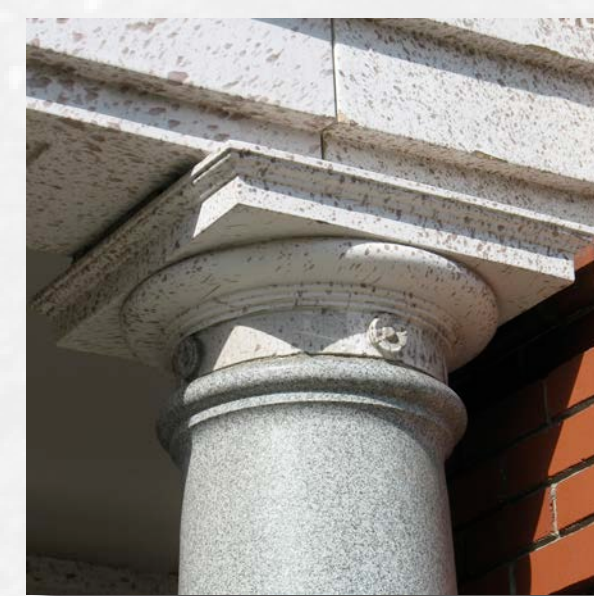
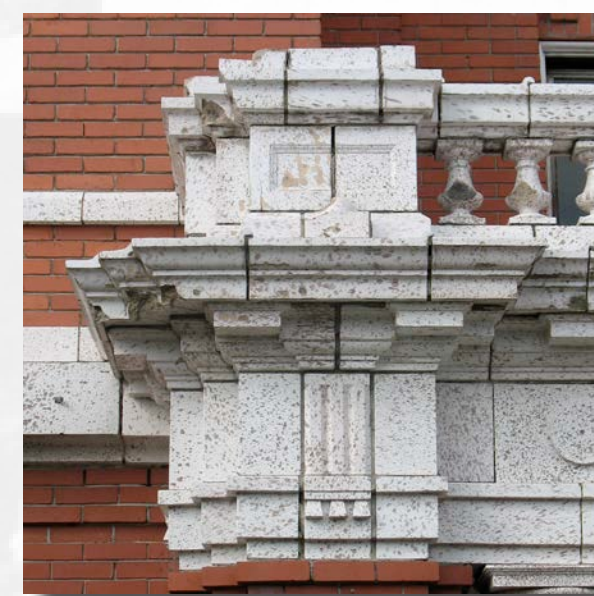
Old Clothes Day



Moscow High School Graduating Class, 1935

Hubbell took advantage of the school's siting on a promontory overlooking downtown to profile each of its brick and terra cotta facades. Four recessed entry porticos welcomed students from all neighborhoods.

Architectural Detail and Design



Terra cotta entablature and granite columns as designed by architect Clarence Hubbell

Dedication plaques located at each entrance heralded the community's civic aspirations to "train young people of the community for lives of usefulness and to the development of the highest ideals of manhood and womanhood."

Hubbell's design was a poster child for the Progressive Era's emphasis on expanded curriculum and safety through egress planning and use of fire resistant construction. Student well-being was supported by access to abundant daylight and natural ventilation. Classrooms featured walls of windows, glass transoms over doorways conveyed light into the school's spacious central hallways, and pyramidal skylights illuminated the third floor auditorium.



Dedication plaques mounted in south facing entry porticos



Donor sponsored replacement windows served as a fundraising strategy



Historic Preservation
Commission

A Sequence of Adaptive Uses

In 1938, a new high school was constructed across Third Street and the 1912 school was adapted for junior high education. Following construction of a new junior high school facility on D Street in 1959, the 1912 school was once again adapted to serve administrative office, teaching and storage needs. In 1993, the school board voted to relocate the district offices and vacate the building, placing its future in jeopardy.

Creating a Community Center

Throughout the 1990s, headlines and letters in local newspapers fueled a passionate debate. Should the abandoned building be

considered an icon or albatross? A search for the answer was informed by school district appointed committees, technical assessments, and design visualization studies by University of Idaho faculty and students.

Efforts to raise community awareness regarding the former school's architectural and historic significance began with securing its listing on the National Register of Historic Places in 1992. Local preservationists championed adapting the building for use as a community center, ultimately leading to its acquisition by the City of Moscow in 1998.

Thanks to widespread community support and on-going private fundraising by Heart of the Arts Inc., the former school is being restored to its former grandeur - room by room and floor by floor. Public and private events are regularly held on the 1912 Center's outdoor plaza and in handsomely rehabilitated classrooms.



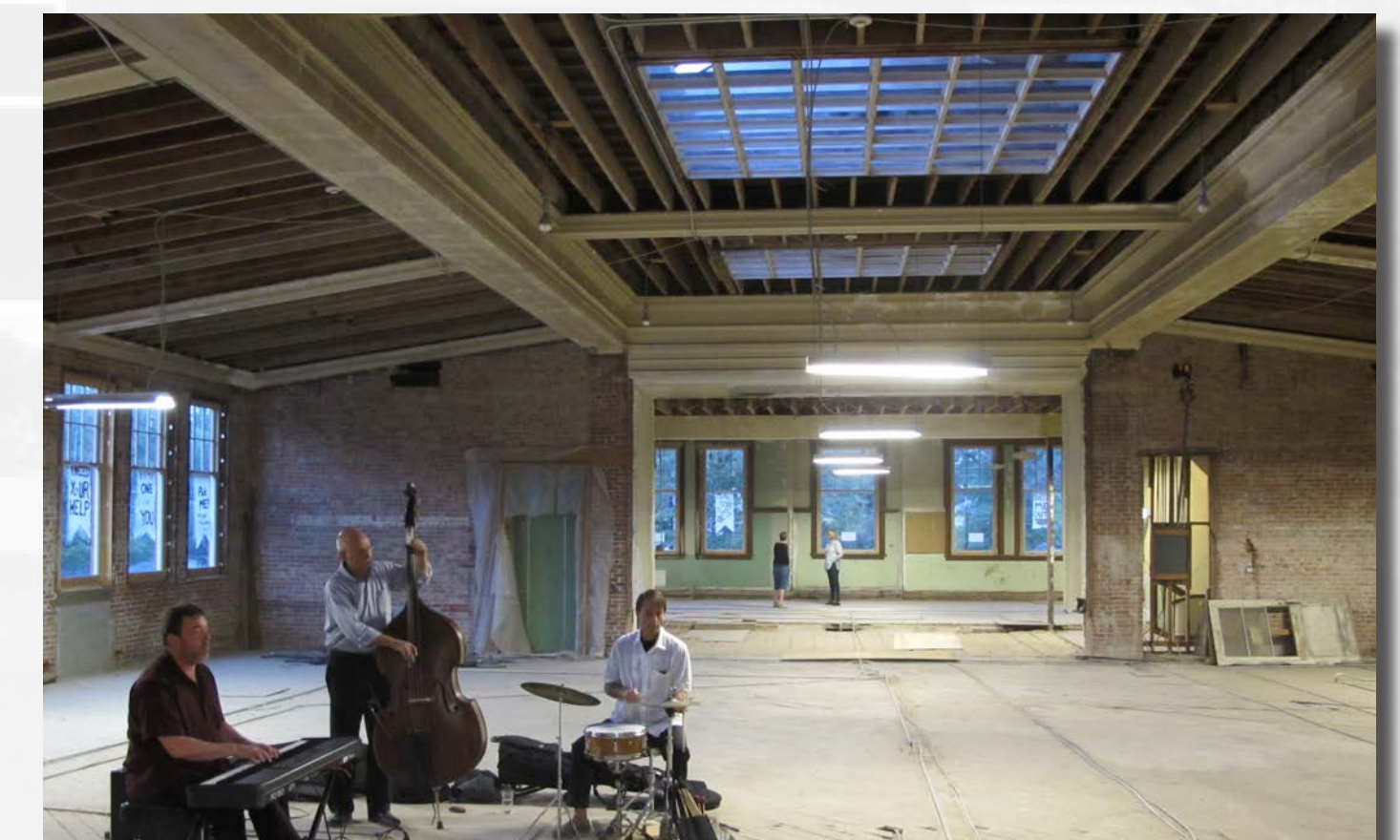
Construction of new plaza begins in 2001



Community members enjoy Border Highlanders on Pall Plaza



Senior Meal in 1912 Center's Great Room



Removal of dropped ceiling reveals skylights over the former third floor auditorium

Historic photos provided by Latah County Historical Society and contemporary photos provided by Moscow Historic Preservation Commission, Heart of the Arts, Inc., and Design West Architects

1912 Center Proposed Sign Location



Attachment: 1912 Center Sign Proposed Location (1772 : Third Street Interpretive Sign Project)

Moscow City Hall

Post Office as City Hall

The Moscow City Hall was constructed as Moscow's Federal Building and Post Office in 1910-11 during the Progressive Era when the federal government was expanding civic infrastructure to meet the needs of a rapidly growing country. After serving Moscow for sixty years, construction began in 1973 on a new Post Office just two blocks from this site, placing the future of this Renaissance Revival building in question. The City of Moscow purchased the building and by 1981 it was serving as a Community Center before being transformed into Moscow's City Hall in 1997.

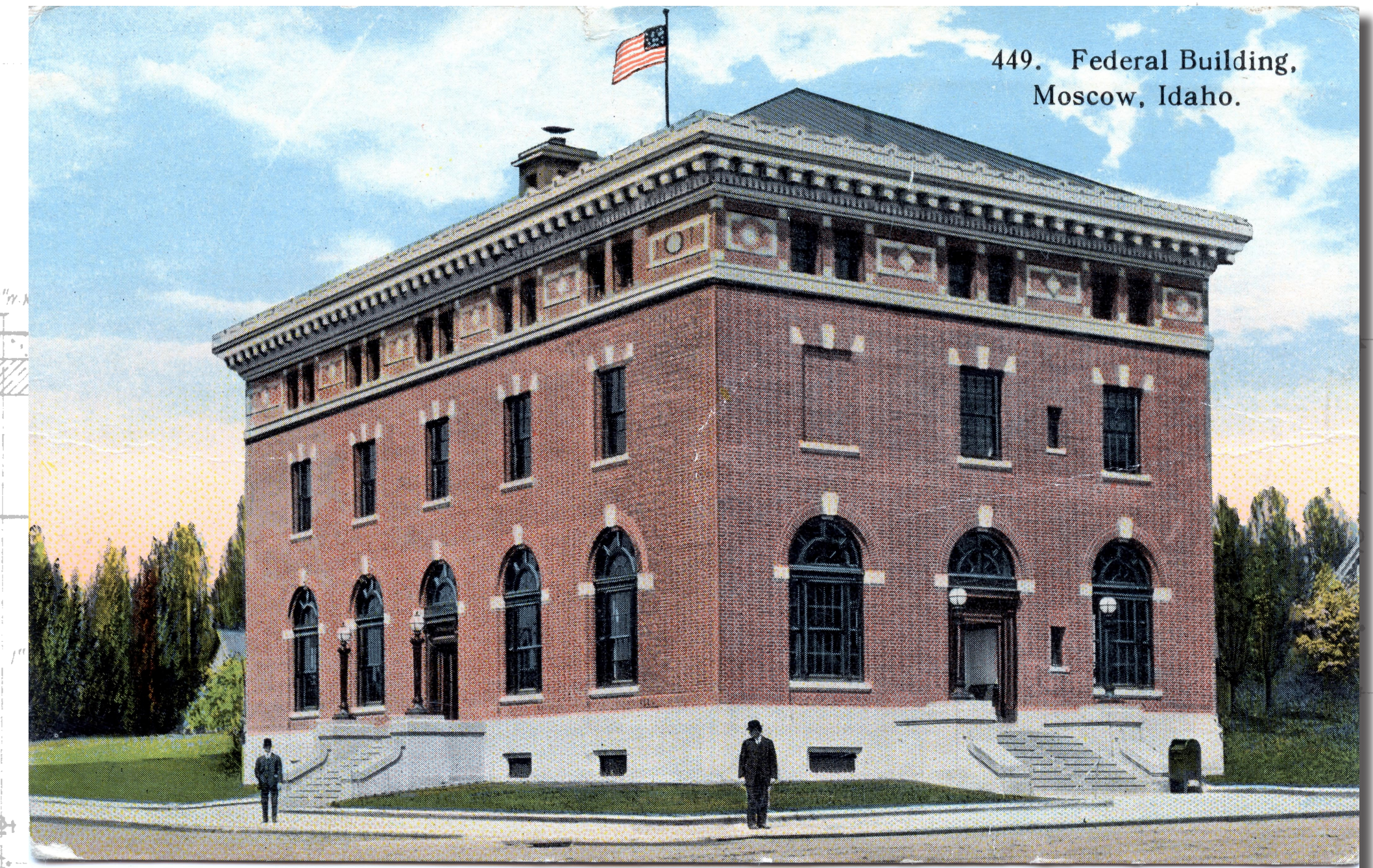


This three-story brick building was designed and constructed in a Neo-Renaissance style and is one of the finest examples of this in the State of Idaho. It was produced from the designs of the United States Treasury Department during the time James Knox Taylor was supervising architect. Mr. Taylor served under Presidents Cleveland, McKinley, Roosevelt and Taft, and built many public buildings in the United States including the Federal Post Offices in Boise, Lewiston and Walla Walla.

Like most of the major buildings in Moscow, the City Hall is constructed of red brick. However, the building is particularly notable as the brick work was done in a Flemish Bond, not seen in any other area building. A Scottish mason named Howard Buchanan was paid double wages to come to Moscow and execute the brickwork. He was reportedly so particular about brick selection and placement that he nearly bankrupted the building's contractor.



Moscow City Hall



The Beauty in the Details

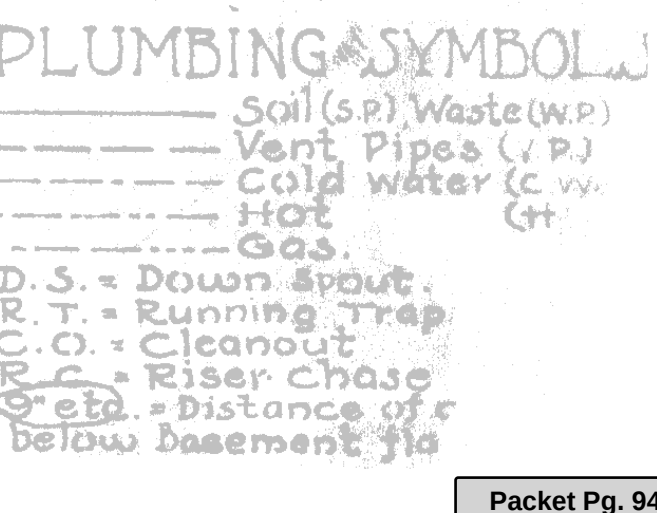
The three-story building is also richly appointed with ivory terra cotta decoration as well as an oversized sheet metal cornice. The interior of City Hall is much like it was when it was first constructed and the oak detailing in the building is the finest of any public building in Moscow. The elegant first floor lobby offers the citizens of Moscow a positive sense of the past as well as a quality testament to its current civic aspirations and responsibilities.

The City Hall was placed on the National Register of Historic Places in 1973 and today it is also listed as one of Idaho's One Hundred most important buildings along with Moscow's 1912 Building and the Moscow Latah County Public Library. It is listed as a Classic Building on the public website: <http://sah-archipedia.org>.

Today, Moscow's City Hall is home to the Mayor and City Supervisor as well as the Finance Department. It is also the home of the Third Street Gallery, which is open to the public daily and offers an ever-changing selection of fine art.



Historic Preservation
Commission



General Location of Proposed City Hall Sign



MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/20/2018**Title:** Moscow School District Agreement for School Resource Officer**Responsible Staff:** James Fry

Information

DESCRIPTION: The City of Moscow, through the Moscow Police Department, has been employing a School Resource Officer position for over 18 years to provide a law enforcement presence and additional resources to the District to assist in providing and maintaining a safe and healthy student environment. In the past the District has contributed \$2,000 per year to the City toward the School Resource Officer Program. Taking into account recent incidents of violence in schools across the nation the District has requested the City to provide an additional School Resource Officer.

The scope of the work provided by the School Resource officer will include but will not be limited to: visibility at school activities (when available) and on campus before school, after school and during lunch times; taking action when criminal acts occur (when available); and speaking to classrooms.

Beginning October 1, 2018 the City will no longer require a \$2,000 yearly contribution from the District for the first School Resource Officer position. Costs for a second School Resource Officer will be shared according to Exhibit A in the Memorandum of Understanding, providing 70% funding of the additional position for the first year, 85% the second year and 100% the third year and each subsequent year. If approved, the agreement shall commence on the first day of October, 2018 for a period of three years. This was reviewed and recommended for approval by the Administrative Committee on August 13, 2018.

STAFF RECOMMENDATION: Approve the Memorandum of Understanding for Professional Services between the City of Moscow, Idaho and the Moscow School District No. 281.

ACTION: Approve the Memorandum of Understanding for Professional Services between the City of Moscow, Idaho and the Moscow School District No. 281.

Necessary Resources/Impacts

N/A

Attachments

Professional Services Agreement-MSD(SRO)(2018)

MEMORANDUM OF UNDERSTANDING
FOR PROFESSIONAL SERVICES BETWEEN
CITY OF MOSCOW, IDAHO AND
MOSCOW SCHOOL DISTRICT NO. 281

THIS AGREEMENT FOR PROFESSIONAL SERVICES, dated this _____ day of _____, 2018, by and between the City of Moscow, Idaho, 206 East Third Street, Moscow, Idaho, 83843, a municipal corporation of the State of Idaho (hereinafter "City"), and Moscow School District No. 281, 650 North Cleveland, Moscow, Idaho, 83843 (hereinafter "MSD");

INTRODUCTION

WHEREAS, City, through the Moscow Police Department (hereinafter "MPD") has been employing a School Resource Officer (SRO) position for over eighteen (18) years to provide a law enforcement presence and additional resources at MSD in order to assist in providing and maintaining a safe and healthy student environment; and

WHEREAS, in the past, MSD has provided two thousand dollars (\$2,000) per year to the City as a contribution toward the current SRO program; and

WHEREAS, with recent incidents of violence in schools across the nation, MSD has requested City to provide an additional SRO position to support the efforts of MSD in maintaining an inclusive, comfortable and safe educational environment; and

WHEREAS, pursuant to MSD's request, and pursuant to this Agreement, City will hire an additional police officer to fill the position of a second SRO position to perform similar duties as the existing SRO, to include certain duties as set forth herein; and

WHEREAS, City will continue to bear the cost of the first SRO and MSD shall provide funding to City to support the second SRO position, as detailed herein; and

WHEREAS, it is deemed to be in the best interests of City to enter into this Agreement with MSD as hereinafter provided;

NOW, THEREFORE, City and MSD, in consideration of the mutual covenants and stipulations set out, do hereby agree as follows:

TERMS AND CONDITIONS OF MEMORANDUM OF UNDERSTANDING

- A. Term: Pursuant to the terms of this Agreement, City shall hire an additional police officer to fill the request of MSD for a second full time SRO. This Agreement shall commence on the first day of October, 2018 (the Commencement Date), and shall continue per the terms herein for a period of three (3) years, subject to renewal upon agreement by both Parties.
- B. Cost: City will no longer require a two thousand dollars (\$2,000) yearly contribution from MSD for the first SRO position. MSD shall commit to provide funding to support the second SRO position by reimbursing City on a schedule detailed on the chart attached as Exhibit "A".

- C. **Payment of Salaries and Costs:** MSD shall pay to City of Moscow, at the rate stated in the attached Exhibit “A”, to reimburse City for the work of the second SRO. Such payment shall be made in two (2) equal annual installments; the first shall be due the first day of October, and the second, the first day of April of each year this Agreement is in effect.
- D. **Scope of Work:** The SRO will be a sworn police officer of the MPD. In addition to the regular duties of a sworn police officer, the additional duties of the SRO are to be available to school staff and to provide education to classes regarding information pertinent to specific curriculum, as well as act as the key liaison between MPD and the MSD. This mission will be carried out in the following ways:
 - 1. Primary contact/liaison between MPD and MSD personnel.
 - 2. Visible at school activities, when available.
 - 3. Work with students who are at risk regarding attendance concerns.
 - 4. Speak to classrooms regarding a variety of subjects, upon staff request.
 - 5. Be visible around school campus before school, after school, and during lunch times.
 - 6. Take action when criminal acts occur, when available.
- E. **Uniform and Equipment:** The SRO will wear a standard MPD uniform. The SRO will be armed at all times while on duty.
- F. **Location and Assignment of Work:** The SRO will be primarily located in the Moscow Middle School and the Elementary Schools operated by MSD.
- G. **Standard Operating Procedures for the SRO:**
 - 1. The SRO shall strive to follow MSD policies and procedures related to law enforcement action within the schools, but is ultimately required to follow City personnel policy and MPD policy and procedures.
 - 2. The role of SRO to the MSD is two fold: (a) to function in the schools as a Law Enforcement Officer; and (b) to act as an information resource.
 - 3. The SRO will act as a liaison between MSD staff and MPD. It will be the duty of the SRO to help MSD staff with concerns or problems that might be law enforcement related. The SRO will do necessary research and involve appropriate personnel from MPD or the community to resolve concerns or problems brought up by MSD.
 - 4. With approval of the SRO’s Division Commander and the building principals, the SRO may attend the following functions in an on-duty, paid status:
 - a. PTA meetings;
 - b. Staff meetings;
 - c. Dances;
 - d. Sporting events;
 - e. Other school related events upon request by MSD or SRO.

MODIFICATION AND ASSIGNABILITY OF CONTRACT

This Agreement contains the entire agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained

herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto.

TERMINATION OF AGREEMENT

Termination for cause. If MSD ceases payment for SRO, City may terminate this Agreement in whole or in part at any time before the end of the three (3) year term. City will thereafter be entitled to receive payment for those services reasonably performed to the date of termination.

ADHERENCE TO LAW REQUIRED

All applicable Federal, State, and Local statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by City and/or MSD shall be deemed material and shall subject City and/or MSD to termination of this Agreement for cause.

JURISDICTION AND VENUE

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

INDEMNIFICATION

The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions, and those of its officers and employees acting within the course and scope of their employment.

LEGAL FEES

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

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

MSD:

CITY:

Greg Bailey, Superintendent
Moscow School District
650 North Cleveland Street
Moscow, Idaho 83843

Bill Lambert, Mayor
City of Moscow
206 East Third Street
Moscow, Idaho 83843

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

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

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

EXHIBIT "A"

MOSCOW SCHOOL DISTRICT / CITY OF MOSCOW**ESTIMATED SHARED COSTS FOR SECOND MPD SCHOOL RESOURCE OFFICER (ESTIMATE)**

	<i>2019 Year 1 (Step A)</i>	<i>2020 Year 2 (Step B)</i>	<i>2021 Year 3 (Step C)</i>	<i>2022 Year 4 (Step D)</i>	<i>2023 Year 5 (Step E)</i>	<i>2024 Year 6 (Step F)</i>	<i>2025 Year 7 (Step G)</i>
Wages*	51,002	51,728	53,539	55,413	57,352	59,360	61,437
Benefits**	30,186	31,092	32,025	32,986	33,976	34,995	36,045
Equipment***	3,019	***	***	***	***	***	***
Total	84,207	82,820	85,564	88,399	91,328	94,355	97,482
Moscow School District	58,945 (70%)	70,397 (85%)	85,564 (100%)	88,399 (100%)	91,328 (100%)	94,355 (100%)	97,482 (100%)
Moscow Police Department	25,262 (30%)	12,423 (15%)	0	0	0	0	0

* Includes COLA for 2019 only. Amounts for Years 2-7 per the City of Moscow Step and Grade System Progression Chart. COLA varies depending upon the application of the Consumer Price Index issued by the United States Bureau of Labor Statistics.

** 3.0% estimated increase for benefits each year. Actual adjustments vary annually.

*** Cost of equipment charged in the first year of Agreement. Costs of replacement/upgrades in subsequent years.

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/20/2018**Title:** Vandal Town Block Party Resolutions**Responsible Staff:** Jen Pfiffner

Information

DESCRIPTION: The City of Moscow, University of Idaho and Moscow Chamber of Commerce are hosting the annual Vandal Town Block Party September 7, 2018 in downtown Moscow. The event will welcome back students while celebrating our important community partnerships. The block party is held on Main Street and features live music and local vendors. Local businesses are provided the opportunity to join the Block Party by hosting beer/wine gardens in the Main Street area and through allowed expansion of permitted sidewalk cafés during the event. Both activities require resolutions as approved by the City Council.

Moscow City Code prohibits the possession of alcoholic beverages in public streets and/or public rights-of-way in the City of Moscow except in accordance with specific regulations adopted by Council by way of a Resolution. Staff has included a draft resolution to allow the vending of alcohol within Beer and/or Wine Gardens only during limited hours of the Event for Council consideration. Those hosting beer or wine gardens would need to apply for a catering permit with the City of Moscow in accordance with State Liquor regulations at a cost of \$20.00.

An establishment wishing to temporarily expand its sidewalk cafe for this event only is required to file an amended Sidewalk Cafe Licensed Area site plan to the City Clerk. Written permission from the neighboring business allowing the extension of another business's sidewalk café in front of their business must be included. For those establishments permitted to serve alcohol within their sidewalk cafe, an alcohol catering permit is also required.

This was reviewed and recommended for approval by the Administrative Committee on August 13, 2018.

STAFF RECOMMENDATION:

- A. Approve the attached resolution allowing beer/wine gardens during the 2018 Vandal Town Block Party.
- B. Approve the resolution allowing expansion of Sidewalk Cafés during the 2018 Vandal Town Block Party.

ACTION:

- A. Approve the attached resolution allowing beer/wine gardens during the 2018 Vandal Town Block Party.
- B. Approve the attached resolution allowing expansion of Sidewalk Cafés during the 2018 Vandal Town Block Party.

Necessary Resources/Impacts:

N/A

Attachments

VandalTownBlockPartyBeer-Wine(2018)(pm1)
SidewalkCafeAmendment;VandalTown2018(pm1)0

RESOLUTION NO. 2018 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE IN MOSCOW DOWNTOWN CENTRAL BUSINESS ZONING DISTRICT UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE SECTION 10-1-12; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL 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 Council by Resolution; and

WHEREAS, CITY and the Moscow Chamber of Commerce are sponsoring the Vandal Town Block Party September 7, 2018, in downtown Moscow; and

WHEREAS, Vandal Town Block Party (hereinafter "Event") is an event promoting the close connections between the University of Idaho, Moscow Chamber of Commerce, and CITY; and

WHEREAS, Council wishes to encourage and promote downtown businesses during the event; and

WHEREAS, Moscow Main Street between 2nd and 6th Streets in Moscow is a City Street (hereinafter "the Event Location"); 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 Event; and

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

WHEREAS, Council wishes to grant authority to appropriate CITY staff to approve catering permits for Beer and/or Wine Gardens for the Event; and

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

WHEREAS, Council believes the specific regulations herein balance the health and safety concerns of citizens, with the desire to promote downtown businesses; 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; and

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of any Beer and Wine Garden Sponsor permitted at 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 VANDAL TOWN BLOCK PARTY 2018:

Intent:

This Resolution is intended to allow appropriate CITY staff to approve catering permits for Beer and/or Wine Gardens in CITY streets or rights-of-way in Moscow's downtown Central Business Zoning District in appropriate locations approved by CITY staff for the sale and consumption of beer and wine only (and 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 Event. Other than as specifically provided herein, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution shall not establish precedent, nor shall it apply to any event other than the Event held on the 7th day of September, 2018 from 5:30 p.m. to 10:00 p.m. Set-up may begin at 3:00 p.m.; tear-down and clean-up may continue until 11:00 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Event at which the licensed vendor will sell alcohol, the Beer and/or Wine Garden Sponsor shall deliver to the City Clerk one (1) copy of written proof that the licensed vendor has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. CITY shall be named as an additional insured on the insurance policy of the licensed vendor.
3. No less than ten (10) days prior to the Event, the Beer and/or Wine Garden Sponsor shall deliver to the City Clerk the signed original of an agreement with CITY to defend, hold harmless and indemnify CITY, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Beer and/or Wine Garden Sponsor's use of the Event Location premises.
4. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of a Beer and/or Wine Garden Sponsor's 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/her designee to terminate all or part of any Beer and/or Wine Garden permitted for Event.

Vendor:

1. There shall be only one (1) licensed vendor of beer and/or wine at in the Beer and/or Wine Garden Sponsor's permitted area;
2. All beer and wine shall be sold only by a licensed vendor;
3. Every licensed vendor shall comply with all alcohol related laws and regulations, including, but not limited to, CITY's requirement of a catering 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 Event at which such licensed vendor shall sell alcoholic beverages;
5. CITY shall play no role in determining which vendor shall be selected to sell beer and/or wine in the Permitted Area during the Event described herein;
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 Event. These persons shall be clearly identified and shall be stationed within ten feet (10') of the sales and/or dispensing counter between 5:30 p.m. and 10:00 p.m. while alcoholic beverages are being sold and/or consumed;

Sales and Consumption:

1. No less than ten (10) days prior to the Event at which the licensed vendor will sell beer and/or wine, the Beer and/or Wine Garden Sponsor shall deliver to the City Clerk one (1) copy of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer/wine garden within the Street; (b) the barricade, sales and/or dispensing area, consumption area, entry and exit points; (c) identification checking station; and, if any, (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by the Moscow City Supervisor or designee, and by the Moscow Chief of Police or designee prior to the Event;
2. All beer and/or wine sales and consumption shall take place within the area designated by the Beer and/or Wine Garden Sponsor and as shown on the site map required by this Resolution;
3. The designated sales and service area(s) shall be physically separated from the rest of the Event Location by a barricade which is no less than forty four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map required by this Resolution. All sales, dispensing, service, and consumption shall take place inside the approved barricade area;
4. All food sales and service shall be located outside the approved barricade and have a space of no less than ten feet (10') between the approved barricade and food sales or service area;
5. No person shall be allowed to transport, purchase, consume or possess alcohol in the Permitted Area other than within the area designated for beer and/or wine sales and consumption as shown on the map required by this Resolution;
6. There shall be no more than one (1) entrance and one (1) exit to the area designated for beer and/or wine consumption, as shown on the map required by this Resolution;
7. All beer and/or wine shall be dispensed in and consumed from its original container or a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a nonalcoholic beverage;

8. Every occupant within the area(s) designated for beer and/or wine consumption shall provide identification to law enforcement officers or CITY employees who request it;
9. A sign shall be prominently posted at or near all entrances and exits to any area designated for beer and/or wine sales and/or consumption stating to the effect that no alcohol can be consumed within the Permitted Area unless it is purchased within such Permitted Area and that no person under twenty one (21) years of age may purchase, carry, or consume alcohol within the Permitted Area;
10. Beer and/or wine shall be sold only within the designated Beer and/or Wine Garden Sponsor's Permitted Area only between the hours of 5:30 p.m. and 10:00 p.m. on the 7th day of September, 2018;
11. Beer and/or wine shall be consumed only within the designated Beer and/or Wine Garden Sponsor's Permitted Area only between the hours of 5:30 p.m. and 10:00 p.m. on the 7th day of September, 2018, during the Event;
12. No person shall carry or consume an alcoholic beverage within the Beer and/or Wine Garden Sponsor's Permitted Area which is not purchased or dispensed from a licensed vendor at the Event and consumed within the approved consumption area. Consumption of alcohol not purchased within the Beer and/or Wine Garden Sponsor's Permitted Area and outside of the approved consumption area shall be considered a violation of CITY's open container Ordinance.

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 within Moscow for a period of no less than five (5) years.

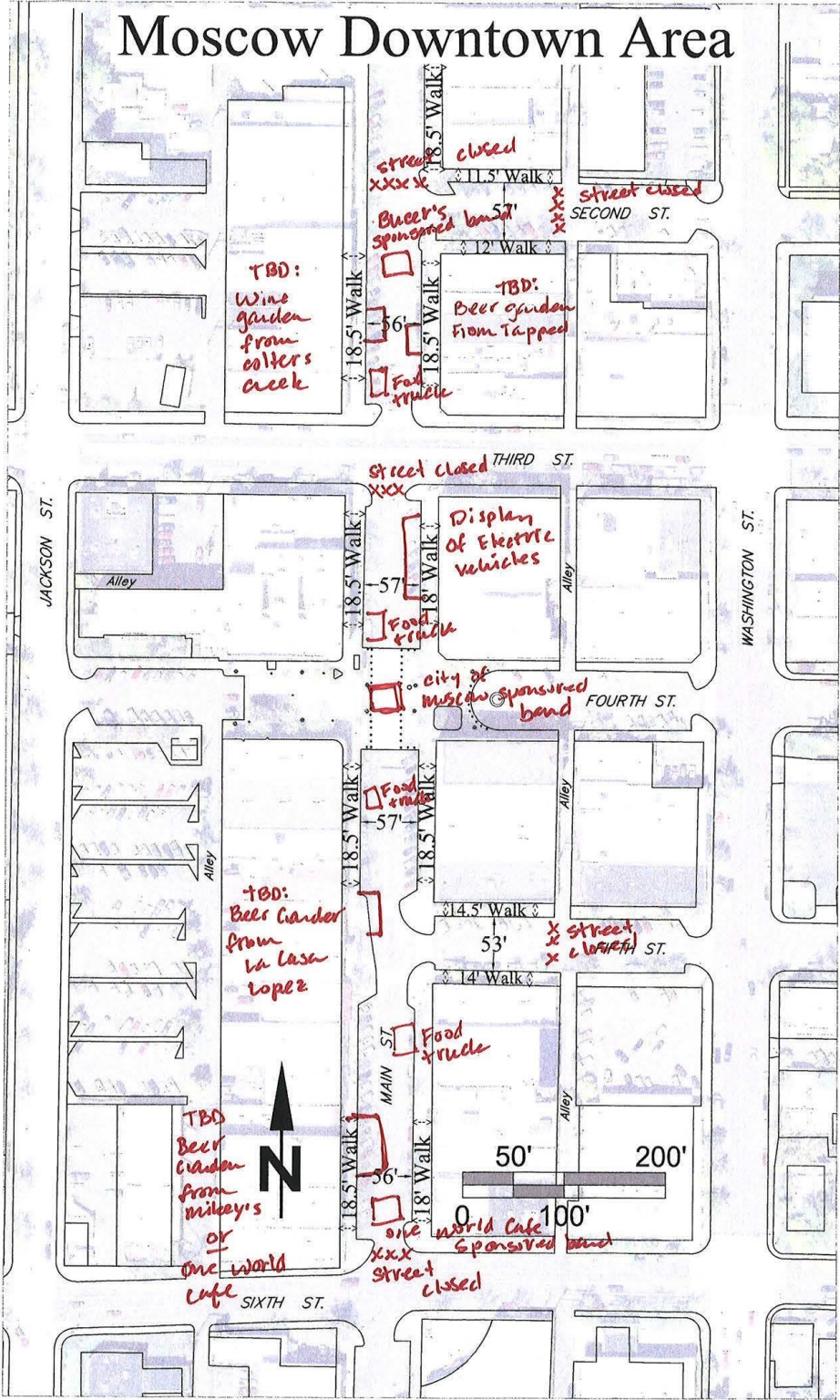
PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this _____ day of _____, 2018.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Attachment: VandalTownBlockPartyBeer-Wine(2018)(pm1) (1791 : Vandal Town Block Party Resolutions)



RESOLUTION NO. 2018 – __

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY EXPANSION OF SIDEWALK CAFÉS IN DOWNTOWN MOSCOW UNDER SPECIFIC REGULATIONS AND UNDER LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE § 9-12-6(D); PROVIDING THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, Moscow City Code § 9-12-6(D) limits the licensed area of a Sidewalk Café to no more than fifty percent (50%) of the unobstructed portion of the abutting sidewalk to the business; and

WHEREAS, the City of Moscow (hereinafter “CITY”) and the Moscow Chamber of Commerce are sponsoring the Vandal Town Block Party (hereinafter “Event”), September 7, 2018, in downtown Moscow; and

WHEREAS, Vandal Town Block Party is an event promoting the close connections between the University of Idaho, Moscow Chamber of Commerce, and CITY; and

WHEREAS, Council wishes to encourage and promote downtown businesses during the event; and

WHEREAS, Council wishes to allow licensed Sidewalk Cafés to expand their operations during the Event with any and all required permits as prescribed by law; and

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

WHEREAS, Council believes the specific regulations herein balance the health and safety concerns of citizens, with the desire to promote downtown businesses; and

WHEREAS, nothing contained within this Resolution is intended to waive other laws and regulations applicable to Sidewalk Cafés;

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

Specific regulations for the expansion of Sidewalk Cafés during the Event (Vandal Town Block Party) September 7, 2018.

Intent:

This Resolution is intended to allow the expansion of Sidewalk Café operations 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 day of this Event.

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.

This Resolution shall not establish precedent nor shall it apply to any event other than the permitted Event to be held on the 7th day of September, 2018.

Conditions of Sidewalk Café License:

1. A licensed Sidewalk Café operator, with written permission from an abutting business operator, and if said establishment serving alcohol obtains a proper catering permit, may expand the Sidewalk Café operation to include the unobstructed portion of the abutting sidewalk in front of the neighboring business, up to, but not including, the doorway to the neighboring business;
2. Any Sidewalk Café wishing to expand its Sidewalk Café business during the Event shall be required to file an amended Sidewalk Café Licensed Area Diagram to the City Clerk along with the written permission from the neighboring business allowing the extension of the area in front of the neighboring business;
3. Any Sidewalk Café establishment permitted to serve alcohol shall apply for, and pay for, a catering permit with CITY in accordance with State Alcohol Regulations;
4. Any Sidewalk Café establishment permitted to serve alcohol shall provide delineation of the Licensed Area, consisting of a non-permanent physical barrier such as a railing, potted plants, decorative chain, fence, rope or other physical barrier, as required and approved by CITY; and
5. 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 permits for a period of no less than five (5) years.

This Resolution shall become effective as of the ____ day of _____, 2018.

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

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/20/2018**Title:** Public Hearing: Proposed Rezone at 406 Baker Street**Responsible Staff:** Michael Ray

Information

DESCRIPTION: The applicant, Robert Peterson, is requesting to rezone a 32,569 square foot parcel located at 406 Baker Street. The parcel is currently zoned Neighborhood Business (NB) which the applicant is proposing to change to the Residential Office (RO) Zone. The Planning & Zoning Commission conducted a public hearing on July 11, 2018 and recommended approval of the rezone request.

STAFF RECOMMENDATION: After conducting public hearing and consideration of testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.

PROPOSED ACTIONS: After conducting the public hearing and consideration of testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or consider the Zoning Ordinance on first reading; or reject the Zoning Ordinance and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take such other action deemed appropriate.

Necessary Resources/Impacts:

N/A

Attachments

Public Hearing Notice
 Staff Report
 Application and Neighborhood Meeting Materials
 Ordinance
 P&Z RCS
 P&Z Minutes

NOTICE OF PUBLIC HEARING

Proposal for Rezone of Lot 1 Block 1 of the Peterson Second Addition to the City of Moscow:
LUP2018-0017

A public hearing at which you may be present and speak will be conducted by the Moscow City Council at which time the following proposition will be discussed for land generally shown on the vicinity map below:

A proposal to rezone the subject property from its current designation of Neighborhood Business (NB) Zone to Residential Office (RO) Zone.

The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Rezone on July 11, 2018 and recommended approval with no conditions.

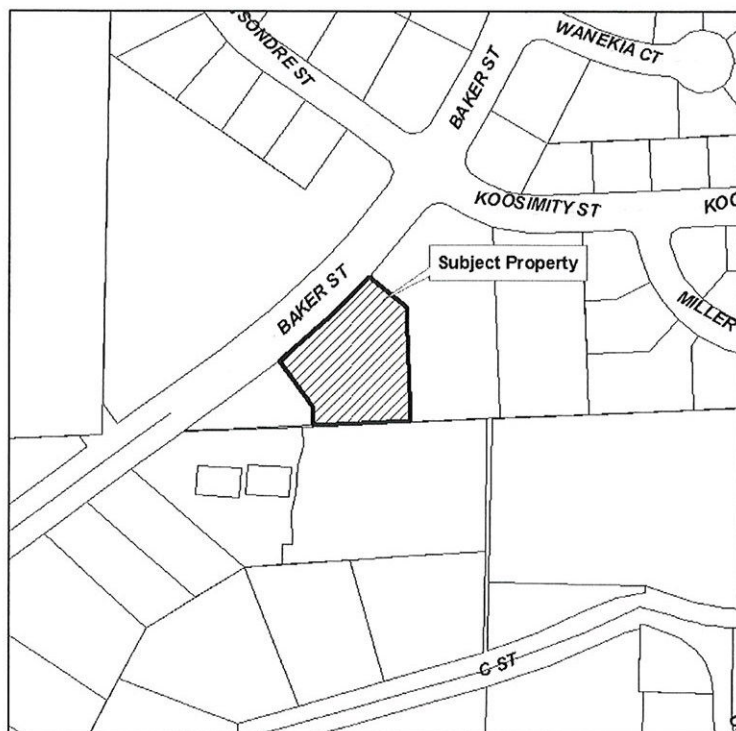
MEETING DATE: Monday, August 20, 2018

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

MEETING TIME: 7:00 p.m.

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

The file containing information on this matter is available for public review (an appointment may be necessary) at the Community Development Department located in the Paul Mann Building, 221 East Second Street, Moscow, Idaho. You may also call 883-7035 to get a meeting agenda, further information about the application, the public meeting process and/or to request a meeting with City Staff. Public participants desiring to submit textual materials (excluding petitions) to the decision-making board shall do so at least five (5) calendar working days in advance of the scheduled meeting to the Community Development Department. Additionally, you may obtain further information about the public hearing process and procedures on the City's Website at: <http://id-moscow.civicplus.com/593/Public-Hearing-Notices>



Laurie M. Hopkins, Moscow City Clerk

Anne Peterson

Anne Peterson, Deputy Clerk

Publish: Saturday, August 4, 2018

Attachment: Public Hearing Notice (1794 : Public Hearing: Proposed Rezone at 406 Baker Street)

CITY OF MOSCOW COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

Hearing Date: August 20, 2018

GENERAL INFORMATION

Hearing Body: City Council

Subject: Proposal for Rezone of Lot 1, Block 1 of the Peterson 2nd Addition to the City of Moscow from the Neighborhood Business (NB) Zone to the Residential Office (RO) Zone: LUP2018-0017.

Attachments:

1. Public Hearing Notice
2. Rezone Application
3. Neighborhood Meeting Materials

STAFF REVIEW

Proposal: The applicant, Robert Peterson, is requesting to rezone a 32,569 square foot parcel located at 406 Baker Street. The parcel is currently zoned Neighborhood Business (NB) which the applicant is proposing to change to the Residential Office (RO) Zone.



Aerial of Subject Property

Attachment: Staff Report (1794 : Public Hearing: Proposed Rezone at 406 Baker Street)

Site and Area Land Use: The subject property consists of a 32,569 square foot parcel that was platted in 2010 as part of the Peterson 2nd Subdivision. The subdivision consists of 110 lots, including 64 Moderate Density Residential (R-2) Zoned lots, 30 Medium Density Residential (R-3) Zoned lots, 15 Multiple Family Residential (R-4) Zoned lots, 1 Neighborhood Business (NB) Zoned lot, a 3-acre City park site, and a storm water detention pond. The R-4 lots provide for a continuation of the existing R-4 developments adjacent to Baker Street and transition to the R-3 and R-2 lots on the streets which extend from Baker Street along the perimeter of the subdivision.

The property is surrounded by the University of Idaho Dairy Farm to the west, multiple family residential to the south, and single family dwellings to the southeast and east. The Peterson 2nd Subdivision has not been constructed yet, and is currently in agricultural production.

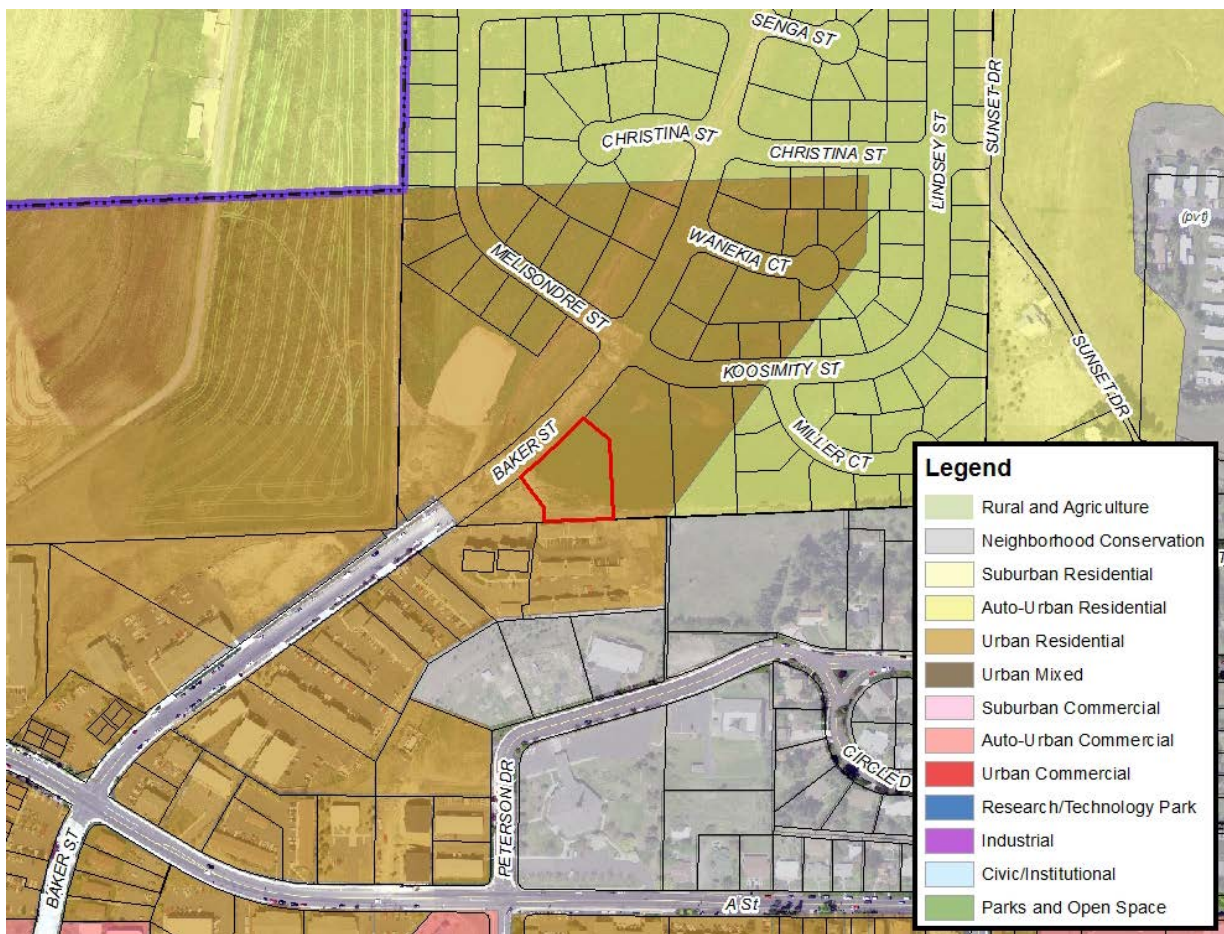
Comprehensive Plan Land Use Designation:

The entirety of the subject property is currently designated as Urban Residential (UR). According to the Comprehensive Plan, UR designated areas are,

“intended to allow higher intensity development, ranging from single-family neighborhoods to attached and multiple family residential uses at densities of 4 to 15 units per net acre. Areas appropriate for this designation include those located in close proximity to the City core, areas of commercial development, and areas adjacent or in close proximity to designated arterials. This designation can also be utilized to create and reinforce urban, single-family neighborhoods with alleys and rear garage access, similar to the near downtown neighborhoods. See Figure 2.12, Urban Residential Alley. A planned development built within an area of this designation should include a minimum of two housing types to achieve the allowable higher density. Lands designated as Urban Residential are generally appropriately zoned Medium Density Residential (R-3) or Multiple Family Residential (R-4).”

Properties to the west, south, and north are also designated as UR, while properties to the east are designated as Auto-Urban Residential (AU-R).

The subject property has property frontage on Baker Street which is currently designated as a collector street by the 2009 Comprehensive Plan.



Current Comprehensive Plan Land Use Designation

Zoning: The proposal is to rezone the subject property from its current designation of the Neighborhood Business (NB) to the Residential Office (RO) Zone. According to the Zoning Code the RO Zoning District is,

“A moderately intensive zone including both offices and high density housing. It serves as a transitional Zoning District between residential Zoning Districts and commercial or industrial Zoning Districts. The RO Zoning District is appropriately applied in the following circumstances:

1. *On the perimeter of commercial or industrial districts where they abut residential land uses;*
2. *Where transportation network use is greater than desirable for lower density residential uses;*
3. *Where landforms create sites which are reasonably accessible by transportation systems and which are buffered from nearby residential areas; and*
4. *Where the development patterns in a neighborhood will allow development of moderate intensity to occur without producing adverse visual impact or harm to the transportation network.*

Uses permitted within the RO Zone include single family dwellings, two family dwellings, twinhomes, townhouses, and multi-family dwellings. Also permitted are professional offices, bed and breakfasts, daycare facilities, and parking lots.



Current Zoning



Proposed Zoning

Water and Sewer: There are existing water and sewer mains within Baker Street which are of sufficient capacity to accommodate any future use that the RO Zone would allow on the subject property.

Access, Streets, Traffic: The subject property is located adjacent to Baker Street to the northwest, which is currently designated within the Thoroughfare Plan as a collector street. Since the Peterson 2nd Subdivision is not yet developed, the segment of Baker Street adjacent to the subject property is currently not constructed. When the extension of Baker Street is constructed it will contain a 38-foot-wide roadway with curb, gutter, 8-foot tree lawns, and 5 foot sidewalks on both sides of the street.

Other Issues: The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on May 23, 2018 to discuss the proposed rezone. All neighborhood meeting materials are attached.

Input from Other Agencies: None received.

RELEVANT CRITERIA & STANDARDS:**Rezone:**

1. The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.
2. The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.
3. The uses expected to occur as a result of the rezone will be compatible with the surrounding area.
4. The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.
5. The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities and services.

RECOMMENDATIONS:

The Planning & Zoning Commission conducted a public hearing on July 11, 2018 and recommended approval of the rezone request.

After conducting public hearing and consideration of testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.



**CITY OF MOSCOW
COMMUNITY DEVELOPMENT**
Ph: 208-883-7035
Fax: 208-883-7033
apeterson@ci.moscow.id.us

For City Use Only			
Date Received		5-25-18	
Dept	Fee Type	Fees	Paid
CD	Application Fee	\$770	52518
Receipt Number		LUP2018-0017	

APPLICATION FOR ZONING AMENDMENT

(Please type or print plainly with blue ink.)

GENERAL INFORMATION

1. Applicant

Name: Robert Peterson Telephone: 208-816-0321
2733 Sunset Drive, Lewiston, ID 83501
 (home address)

Relationship to affected property (please check one):

Owner ☒ Purchaser ☐ Lessee ☐ Other ☐ (explain below)

2. Owner of Affected Property (if other than applicant)

Name: _____ Telephone: _____

 (home address)

3. Location of Affected Property: 406 Baker Street

Legal Description: Peterson's Second Addition Block 1 Lot 1
 (subdivision) (block) (lot)

If described by Metes and Bounds, please attach deed on a separate sheet.

INFORMATION ON REQUESTED REZONE

4. Proposal: The applicant requests a rezone on the above-described property as follows:

From: NB - Neighborhood Business to: RO - Residential/Office
 (current zoning) (proposed zoning)

5. Reason: Applicant requests a rezone for the following reason(s): Applicant desires to rezone the lot to Residential Office to allow for more flexibility in the market, including high density residential use, but preserving the options for use as a professional office space.

6. Before the Moscow Planning and Zoning Commission can approve a zoning amendment request, the Commission must first make findings of compliance with the following five Relevant Criteria and Standards. Please indicate in the spaces provided below what you believe to be justification showing compliance with each item:

- A. The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.

The Comp Plan designation for the property is Urban Residential, which allows for higher density development, including high density residential, but is also located near commercial development, making the area compatible with the RO zone.
and professional services.

- B. The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.

The proposed rezone to RO would provide for logical and orderly location of land uses, community services and facilities.
The property is surrounded by high density residential use and zoned use. The proposed RO zone would allow use more consistent with the surrounding area but also allow for some professional office space.

- C. The uses expected to occur as a result of the rezone will be compatible with the surrounding area.

The uses allowed in the RO zone are more compatible with the surrounding areas than the existing NB zone since the RO zone allows for high density multi-family residential use. Applicant desires to retain some potential business/office use as originally intended for the mixed-use development but also allow for high density residential to be able to address more of the market demand.

- D. The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.

The lot is approx. 38,981+/- square feet and is surrounded by similar sized lots with the same high density residential use as is proposed by the new RO zone. The development that is proposed by the RO zone for this lot will not place an undue burden upon delivery of services provided by the City of Moscow, once the subdivision is fully developed.

- E. The size, type, and density of development expected to occur as a result of the rezone can be adequately served by existing transportation network, public facilities and services.

The property can be adequately served by the existing transportation network, public facilities and services once developed.

property. Any additional public facilities required to develop the property will be paid for by the developer.

The streets serving the property are maintained by the City.

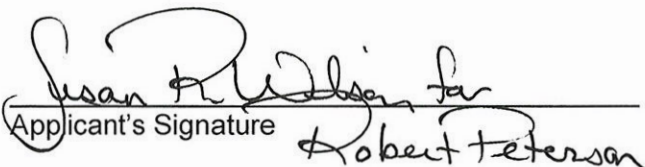
Notification: The Idaho Code requires that all property owners located within 300 feet of the affected property receive notification of the public hearing to be conducted by the Planning and Zoning Commission regarding any rezone request.

The Planning and Zoning Commission shall have the authority to require any additional information they consider necessary to render a fair decision and recommendation on a rezone request. The Commission may recommend and the City Council may require additional conditions and limitations as specified in Section 4-9-3C of the Moscow Code.

All questions addressed on this application and the application itself must be filed with the Moscow City Planner at least twenty-one (21) days prior to the hearing date. The applicant will be notified by the City as to the time and place of the hearing pertaining to this application. The applicant or his/her duly-appointed representative must be present at the public hearings held before both the Planning & Zoning Commission and the City Council.

The following materials must be included with this application:

1. A filing fee of \$770.00
2. If a legal description of the affected property is given by Metes and Bounds, a separate sheet containing that description.


Applicant's Signature

5-25-18
Date

Property Owner's Signature

Date

Meeting Minutes for Neighborhood Meeting Peterson Rezone Application NB-RO

The neighborhood meeting was held at 12:30/12:40 on May 23, 2018 at the 1912 Center.

Attached is a copy of the sign in sheet showing those who attended.

Susan Wilson, attorney for the Applicant was present.

Mr. Noel Blum was the sole participant and he had no objection to the rezone application.

Meeting adjourned at 12:50.

SUSAN R. WILSON

ATTORNEY AT LAW, PLLC

208 S. Main St. Ste 2, Moscow, ID 83843

Ph: 208-882-8060 ~ Fx: (866) 221-9397 ~ sw2@moscow.com

May 7, 2018

RE: Rezone of Lot 1, Block 1, Peterson Second Addition - Informational Meeting

Dear Neighbor,

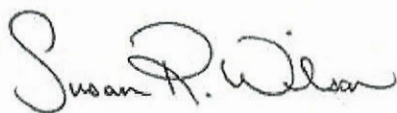
I represent Robert Peterson who desires to rezone his 38,981+/- square foot lot commonly known as 406 Baker Street, Moscow, Idaho (Block 1, Lot 1) located in Phase I of the Peterson Second Addition from Neighborhood Business to Residential Office.

Mr. Peterson is seeking the rezone because the Residential Office zone provides more market flexibility than the Neighborhood Business zone. The rezone of this lot is consistent and compatible with the surrounding uses. To the north and east of the lot are multiple family residential zoned undeveloped lots. To the south are multiple family residential dwelling units. To the west is an undeveloped parkland.

Pursuant to Section 10-7(B), Title 4 of the Moscow City Code, a neighborhood meeting must be held as a prerequisite to submittal of an application for rezone. The neighborhood meeting is intended to provide a forum which allows the landowner to present its application as well as neighbors an opportunity to comment on the application. The City of Moscow has provided us with your name and address as a property owner that is located within 600 feet of the property proposed to be rezoned and therefore require notification.

We invite you to learn more about this application at the neighborhood meeting, which will be held at the **1912 Center at 412 East Third Street** in Moscow in the Fiske Room, on **May 23, 2018, from 12:30 p.m. to 1:00 p.m.** Please feel free to contact me if you have any questions or concerns in the meantime, or if you are unable to attend and want to include your comments. I can be reached at 208-882-8060 or via email at sw2@moscow.com.

Kind regards,



Susan R. Wilson
Attorney at Law



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Bend along line to expose Pop-up Edge®Go to avery.com/templates
Use Avery Template 5160 I

5.c

CHURCH, LUTHERAN
1036 W A ST
MOSCOW ID 83843

UPPER COLUMBIA MISSION SOCIETY
3715 S GROVE RD
SPOKANE WA 99224

CS BLUM PROPERTIES 2 LLC
PO BOX 9780
MOSCOW ID 83843

BAKER ST LLC
5300 W LOON LANE
RATHDRUM ID 83858

BLACKKETTER, DENNIS O
1315 W PARK ST
BUTTE MT 59701

AC PROPERTIES 1 LLC
PO BOX 9780
MOSCOW ID 83843

EISINGER, JEFFREY C
PO BOX 8369
MOSCOW ID 83843

PAULSEN, ELIZABETH
936 W C ST
MOSCOW ID 83843

STORY, RODNEY R
906 W C ST
MOSCOW ID 83843

JETTE, CYNTHIA ANNE
928 W C ST
MOSCOW ID 83843

NELSON, PAUL W
259 CIRCLE DRIVE
MOSCOW ID 83843

SCHMIDT, DAN J
267 CIRCLE DRIVE
MOSCOW ID 83843

CHURCH, LUTHERAN
1036 W A ST
MOSCOW ID 83843

SMITHOUSEN LLC
PO BOX 8632
MOSCOW ID 83843

BLACKK COVE CONDOMINIUM LLC
1315 W PARK ST
BUTTE MT 59701

POXLEITNER, MARGARET JEANNE
238 SAWMILL RD
KEUTERVILLE ID 83522

DIRE, MACKENZIE
280 BAKER ST #102
MOSCOW ID 83843

FLETCHER, JEFFREY
760 TOULOUSE CT
HALF MOON BAY CA 94019

BUTTERFIELD, CORBY L
280 BAKER ST #202
MOSCOW ID 83843

SANDMEYER, JAKE DAVID
280 BAKER ST APT 301
MOSCOW ID 83843

FELTON, COOPER JEFFREY
280 BAKER ST #302
MOSCOW ID 83843

HAZELTINE, WALTER R
282 BAKER ST APT 101
MOSCOW ID 83843

BURTON, GREGORY SCOTT
282 BAKER ST #102
MOSCOW ID 83843

COLBERG, PATRICIA W/H
1606 PINE CONE RD
MOSCOW ID 83843

SHAHSAVAND, SHIRIN
282 BAKER ST #202
MOSCOW ID 83843

GERKEN, GEORGE K
282 BAKER ST APT 301
MOSCOW ID 83843

RUDOLPH, GARY ALLEN
860 CYPRUS CT NW
ISSAQUAH WA 98027

UNIVERSITY OF IDAHO REGENTS
C/O GERARD BILLINGTON
875 PERIMETER DR MS 3162
Moscow ID 83844-3162

PETERSON, ROBERT C
PO BOX 1744
LEWISTON ID 83501

ORDINANCE NO. 2018 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ZONING OF AN APPROXIMATELY THIRTY-NINE THOUSAND, THREE HUNDRED EIGHTY-SIX (39,386) SQUARE FEET OF PROPERTY, DESCRIBED IN SECTION 1 OF THIS ORDINANCE, AS RESIDENTIAL OFFICE (RO); 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.

WHEREAS, the lands described in Section 1 of this Ordinance are currently zoned Neighborhood Business (NB) within the City of Moscow; and

WHEREAS, the proposed change from Neighborhood Business (NB) to Residential Office (RO) is consistent with the underlying 2009 Comprehensive Plan Land Use Designation for Urban Residential (UR) use; and

WHEREAS, the proposed uses that would be allowed by the proposed zoning are consistent and compatible with the surrounding land uses, provide for the logical, orderly and efficient development of the subject property, and are consistent with the City of Moscow Comprehensive Plan; and

WHEREAS, on July 11, 2018, Moscow Planning and Zoning Commission held a duly noticed public hearing and recommended approval of zoning the subject property RO; and

WHEREAS, the Moscow City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on August 20, 2018;

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

SECTION 1: LEGAL DESCRIPTION.

This Ordinance shall apply to the following described lands in Moscow, Latah County, Idaho, to-wit:

Lot 1, Block 1, of Peterson 2nd Addition to the City of Moscow

Also including the eastern half of Baker Street right-of-way adjacent to the subject parcel as shown on attached Exhibit "A".

Containing 39,386 square feet (0.90 acres), more or less.

SECTION 2: ZONING. That the property described in Section 1 be and the same hereby is zoned Residential Office (RO); and, the City Engineer is hereby ordered to make the necessary amendments to the official maps of the City of Moscow which are on file at 221 East 2nd Street.

SECTION 3: 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.

SECTION 4: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of City of Moscow, Idaho Municipal Code, the definition contained within those portions of the Moscow Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

SECTION 5: 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 _____, 2018.

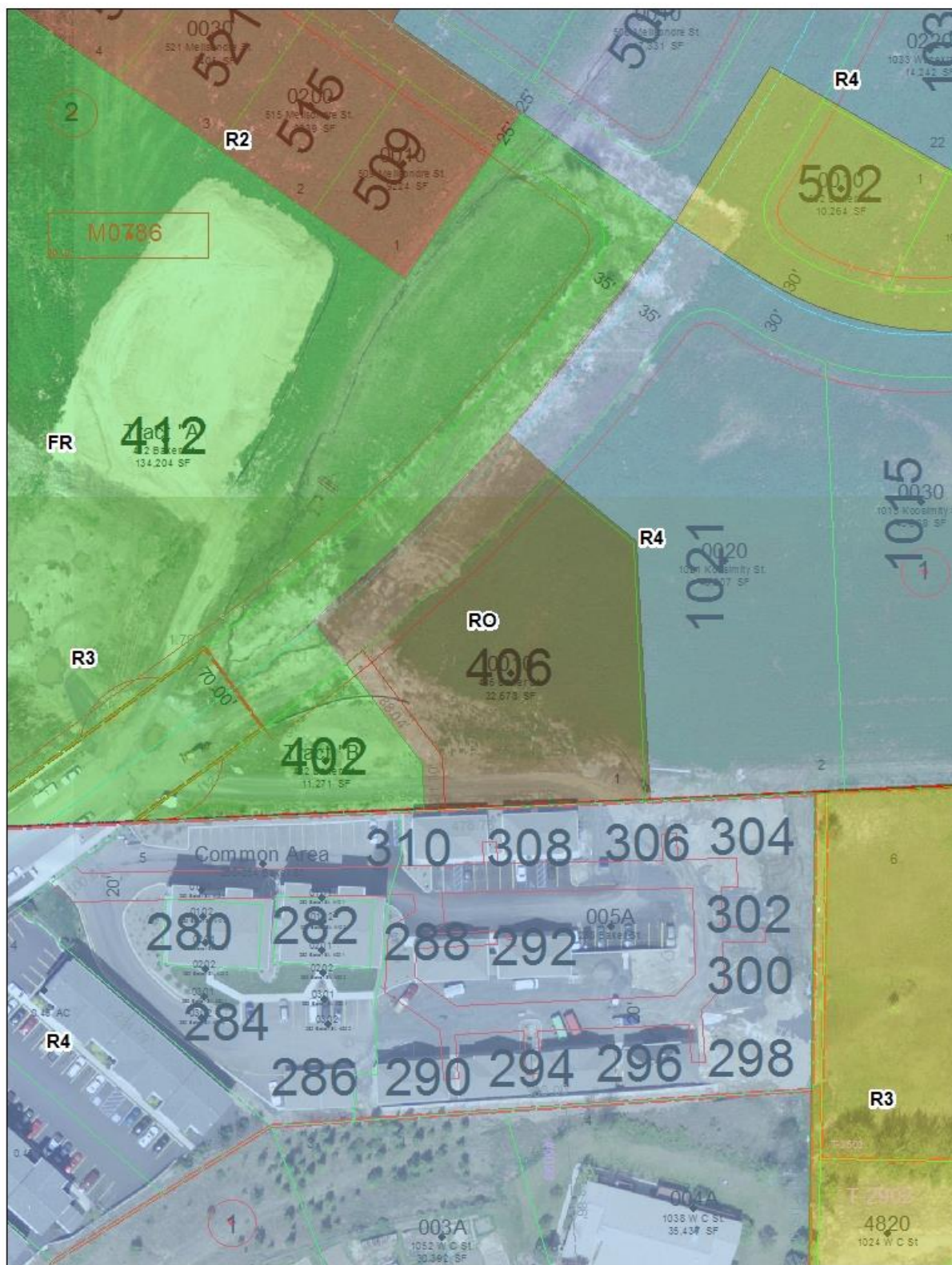
Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Attachment: Ordinance (1794 : Public Hearing: Proposed Rezone at 406 Baker Street)

EXHIBIT “A”



Attachment: Ordinance (1794 : Public Hearing: Proposed Rezone at 406 Baker Street)

**BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A PROPOSED REZONE OF A THIRTY-TWO THOUSAND FIVE HUNDRED AND SIXTY-NINE SQUARE FOOT (32,569 SF) PARCEL OF LAND LOCATED AT 406 BAKER STREET IN THE CITY OF MOSCOW.

WHEREAS, the applicant filed an application for Rezone on May 25, 2018; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on July 11, 2018; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented:

THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2009 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The applicant filed an application for rezoning on May 25, 2018 and requested that the subject property be rezoned from the Neighborhood Business (NB) Zone to the Residential Office (RO) Zone.
3. The subject property consists of a 32,569 square foot parcel that was platted in 2010 as part of the Peterson 2nd Subdivision.
4. The subdivision consists of 110 lots, including 64 Moderate Density Residential (R-2) Zoned lots, 30 Medium Density Residential (R-3) Zoned lots, 15 Multiple Family Residential (R-4) Zoned lots, 1 Neighborhood Business (NB) Zoned lot, a 3-acre City park site, and a storm water detention pond.
5. The property is surrounded by the University of Idaho Dairy Farm to the west, multiple family residential to the south, and single family dwellings to the southeast and east. The Peterson 2nd Subdivision has not been constructed yet, and is currently in agricultural production.
6. The entirety of the subject property is currently designated as Urban Residential (UR).

7. Properties to the west, south, and north are also designated as UR, while properties to the east are designated as Auto-Urban Residential (AU-R).
8. Urban Residential designated areas are,

“intended to allow higher intensity development, ranging from single-family neighborhoods to attached and multiple family residential uses at densities of 4 to 15 units per net acre. Areas appropriate for this designation include those located in close proximity to the City core, areas of commercial development, and areas adjacent or in close proximity to designated arterials. This designation can also be utilized to create and reinforce urban, single-family neighborhoods with alleys and rear garage access, similar to the near downtown neighborhoods. See Figure 2.12, Urban Residential Alley. A planned development built within an area of this designation should include a minimum of two housing types to achieve the allowable higher density. Lands designated as Urban Residential are generally appropriately zoned Medium Density Residential (R-3) or Multiple Family Residential (R-4).”
9. The subject property is currently zoned Neighborhood Business (NB) on the official Zoning Map as maintained by the City Engineer.
10. The proposal is to rezone the subject property from its current designation of the Neighborhood Business (NB) to the Residential Office (RO) Zone.
11. The Residential Office (RO) Zone is a moderately intensive zone including both offices and high density housing. It serves as a transitional Zoning District between residential Zoning Districts and commercial or industrial Zoning Districts.
12. The RO Zoning District is appropriately applied in the following circumstances:
 1. On the perimeter of commercial or industrial districts where they abut residential land uses;
 2. Where transportation network use is greater than desirable for lower density residential uses;
 3. Where landforms create sites which are reasonably accessible by transportation systems and which are buffered from nearby residential areas; and
 4. Where the development patterns in a neighborhood will allow development of moderate intensity to occur without producing adverse visual impact or harm to the transportation network
13. Uses permitted within the RO Zone include single family dwellings, two family dwellings, twinhomes, townhouses, and multi-family dwellings. Also permitted are professional offices, bed and breakfasts, daycare facilities, and parking lots.
14. There are existing water and sewer mains within Baker Street which are of sufficient capacity to accommodate any future use that the RO Zone would allow on the subject property.
15. The subject property is located adjacent to Baker Street to the northwest, which is currently designated within the Thoroughfare Plan as a collector street. Since the Peterson 2nd Subdivision is not yet developed, the segment of Baker Street adjacent to the subject property is currently not constructed. When the extension of Baker Street is constructed it will contain a 38-foot-wide roadway with curb, gutter, 8-foot tree lawns, and 5 foot sidewalks on both sides of the street.

16. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on May 23, 2018 to discuss the proposed rezone.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed zoning district is consistent and in conformance with the uses and densities designated within the 2009 Comprehensive Plan. The Urban Residential (UR) designation is intended to allow higher intensity development, ranging from single-family neighborhoods to attached and multiple family residential uses at densities of 4 to 15 units per net acre. The Residential Office (RO) Zone is consistent with the multi-family development that already exists in the area and will also allow for limited commercial services.
2. **The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.** The proposed RO Zone allows a wide range of residential uses and limited commercial services that would fit in with existing development in the area. The proposed zoning and uses are consistent with the surrounding area and will not unduly burden the neighborhood of public infrastructure.
3. **The uses expected to occur as a result of the rezone will be compatible with the surrounding area.** The proposed zoning is consistent with adjacent zoning districts and will create a logical and orderly zoning configuration for the subject area. The commercial services permitted are those where traffic generation, access requirements, impacts of lighting, neighborhood need for services, and noise production will be compatible with residential uses.
4. **The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.** The proposed zoning and uses are suitable for the area and will not unduly burden the neighborhood of public infrastructure. The relatively small size of the property and allowed uses are not expected to create any issues with delivery of services.
5. **The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities and services.** The subject property has property frontage on the future extension of Baker Street, which will be constructed to the collector street standard. There are currently sufficient and available public utility services to meet the needs of existing and future development. Public Works has previously determined that the existing water and sewer systems have adequate capacity to handle the demand of uses allowed within the RO Zone.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Moscow Planning and Zoning Commission recommends approval of rezoning the 32,569 square foot parcel of land

located at 406 Baker Street from the Neighborhood Business (NB) Zone to the Residential Office (RO) Zone.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW
this ____ day of _____, 2018.



Wendy McClure, Chair
Planning and Zoning Commission

Attachment: P&Z RCS (1794 : Public Hearing: Proposed Rezone at 406 Baker Street)

PLANNING & ZONING COMMISSION



Wendy McClure
Commission Chair

~Meeting Minutes~
July 11, 2018

Mike Ray
Staff Liaison

p&z@ci.moscow.id.us

208.883.7008

<http://id-moscow.civicplus.com/agendacenter>

The meeting was called to order at 7:00 PM.

MEMBERS PRESENT: Robb Parish, Vice Chair; Joel Hamilton, Wendy McClure (via phone), Mike Nelsen, Kurt Obermayr, Nels Reese, Victoria Seever, Dennis Wilson

MEMBERS ABSENT: Scott Gropp

ALSO IN ATTENDANCE: Mike Ray, Staff Liaison; Anne Zabala, Council Liaison; Anne Peterson, Deputy City Clerk

1. Approval of minutes from June 27, 2018

RESULT:	ACCEPTED BY ACCLAMATION
MOVER:	Hamilton
SECONDER:	Nelsen

2. Correspondence

Ray announced the North Idaho Planner's Mini Conference is scheduled for next Friday, 9:30-4:30, at the 1912 Center with a reception following at Colter's Creek Winery. Commissioners interested in attending should email Ray and he will take care of registrations.

Parish announced he and McClure plan to discuss another item at the end of the meeting.

3. Transportation Commission Meeting Report

Tomorrow's agenda items include a status update regarding the Third Street Bridge, parking changes near Gritman, and a presentation on bike ride-share programs. Hamilton said he will miss the next few meetings so recommended someone else from P&Z might want to attend in his place.

4. Public Comment

None.

5. Public Hearing: Proposal for Rezone of Lot 1, Block 1 of the Peterson Second Addition to the City of Moscow: LUP2018-0017

Ray presented the request for a rezone from Neighborhood Business to the Residential Office zoning district. He reviewed the subdivision's history. It was platted in 2010 but remains undeveloped and is currently in agricultural production. He listed the variety of residential uses allowed in the RO zone. Existing water and sewer mains are of sufficient capacity to accommodate any future use that the RO zone would allow. Staff recommended approval without conditions.

The public hearing opened at 7:13pm with testimony from the Applicant.

Susan Wilson, 208 S Main, Ste #2, testified for the property owner. She explained RO zoning would provide additional flexibility when and if the market supports development.

Parish declared the hearing closed at 7:14pm.

Seever asked for clarification on Criteria D within the application materials. Ray said city streets and all services will be extended to the area to serve the property.

Wilson moved to recommend approval of the Rezone request to City Council.

RESULT:	APPROVED BY ACCLAMATION [UNANIMOUS]
MOVER:	Wilson
SECONDER:	McClure

Obermayr moved to direct staff to prepare the Relevant Criteria and Standards.

RESULT:	APPROVED BY ACCLAMATION [UNANIMOUS]
MOVER:	Obermayr
SECONDER:	Nelsen

6. Approval of Reasoned Statements of Relevant Criteria and Standards for Property Currently addressed as 109 N Almon Street within the City of Moscow: LUP2018-0016

Hamilton moved approval of the RCS as presented by staff.

RESULT:	APPROVED BY ACCLAMATION [UNANIMOUS]
MOVER:	Hamilton
SECONDER:	Wilson

7. Approval of Reasoned Statements of Relevant Criteria and Standards for Property Currently addressed as 2324 South Highway 95 in the Area of City Impact - LUP2018-0010

Hamilton moved approval of the RCS as presented by staff.

RESULT:	APPROVED BY ACCLAMATION [UNANIMOUS]
MOVER:	Hamilton
SECONDER:	Reese

8. Review of Proposed Legacy Crossing District Plan Amendment

The City's adopted 2015 Strategic Plan the Council identified "deteriorated infrastructure in the downtown area" as a major challenge area, and during a joint meeting between the Council and Moscow Urban Renewal Agency, the expansion of the Legacy Crossing District to include Main Street was identified as a top priority, which would allow the Agency to partner with the City in downtown public improvements. The majority of the proposed amendment is boundary changes on the east side of Main Street to include sidewalks and City infrastructure. Ray provided background of the Legacy Crossing Urban Renewal District and explained the steps required by state statute prior to any District amendment. He explained the purpose of urban renewal districts in general and said the proposed documents comply with all required actions. Parish mentioned the success of the Alturas Urban Renewal District wherein tax increments funded the entire development of that area. Reese suggested an agenda item for a future meeting could be a more thorough explanation and review of how urban renewal districts work. Seever applauded the work of the MURA and the importance of increment funds to assist with infrastructure improvements. Obermayr expressed concern that Main Street redevelopment could affect the MURA budget such that it would impact other projects within the District. Ray explained all projects are governed by the MURA strategic plan, budgeting process, grant opportunities, and collaboration with the City. He also explained that participation agreements allow for developers to pay up-front costs and be reimbursed. Reese said since much of Main Street is in an Historic District, he wondered if that would affect its ability to be included in the renewal district. Ray said they were two different things. McClure said sometimes they are paired together for

project initiatives. Hamilton felt comfortable that the Amendment met the goals of the Comprehensive Plan, and considered the MURA and the Historic District as separate entities, with possibly some positive synergy. Seever noted that the City is already planning for Main Street improvements, and adding the area to the Legacy Crossing Renewal District will provide additional opportunities for the Agency to collaborate with the City in funding these improvements.

Seever moved to direct staff to draft a written recommendation to City Council that the Amended and Restated Legacy Crossing District Plan is in conformity with the Comprehensive Plan.

RESULT:	APPROVED BY ACCLAMATION [UNANIMOUS]
MOVER:	Seever
SECONDER:	Obermayr

9. Final Review of Draft Ordinance Amending Planned Unit Development Base Density, Rural Lot Access Requirements, Expiration of Certain Land Use Actions, and Public Notice Requirements
Commissioners had no further input or concerns. The amendment has been advertised for public hearing on July 25th.

10. Additional Correspondence

Parish announced that he, McClure and Ray had been discussing the Shared Readings concept and potentially changing it to a broader "Continuing Education" opportunity. They have targeted the August 22 meeting for an extra 45-60 minutes to discuss this idea and goal setting in general. Commissioners were asked to give these items some thought so they are prepared to participate in discussion.

The meeting adjourned at 8:10 p.m.



Wendy McClure, Chair

**BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A PROPOSED REZONE OF A THIRTEEN THOUSAND AND THIRTY-THREE SQUARE FOOT (13,033 SF) PARCEL OF LAND LOCATED AT 109 N ALMON STREET IN THE CITY OF MOSCOW.

WHEREAS, the applicant filed an application for Rezone on May 24, 2018; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on June 27, 2018; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented:

THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2009 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The applicant filed an application for rezoning on May 24, 2018 and requested that the subject property be rezoned from Multiple Family Residential (R-4) to the Neighborhood Business (NB) Zone.
3. The subject property consists of a 13,033 square foot parcel of land located on the southwest corner of 'A' Street and Almon Street.
4. The subject property was originally part of the Dumas Seed property and includes an existing building which is constructed of brick and was previously used as the original powerhouse building. The subject property was approved to be divided from the main Dumas Seed property by City Council on June 18, 2018.
5. The property is surrounded by a mixture of uses which include Gropp Heating, Air, and Electric to the east, self-storage unit development to the southeast, and St. John Hardware and Implement to the northeast. The surrounding properties to the north, west, and south contain a mixture of single family residential, multi-family residential, and two-family residential properties.

6. The entirety of the subject property is currently designated as Urban Mixed (UM).
7. Properties to the west, south, east, and northeast are also designated as UM, while properties to the north and northwest are designated as Neighborhood Conservation (NC).
8. Urban Mixed designated areas are,

“intended to provide for the infill development and adaptive re-use of areas that surround downtown. Within these areas, a rich mix of residential and limited commercial uses should be promoted through the development of small urban apartments, townhomes, and two to three story vertically mixed-use buildings. The urban mixed area should provide a pedestrian connection between the University of Idaho and downtown, and provide space for a variety of housing alternatives, niche retail, restaurants, artist studios, and personal and professional services. Off-street parking should be required, but the requirements should be reduced in this area due to the likely number of non-motorized travel the uses will attract.”
9. The subject property is currently zoned Multiple Family Residential (R-4) on the official Zoning Map as maintained by the City Engineer.
10. The proposal is to rezone the subject property from its current designation of the Multiple Family Residential (R-4) Zone to the Neighborhood Business (NB) Zone.
11. The Neighborhood Business (NB) Zone is the lowest intensity commercial Zoning District permitted within the City. It is intended to apply to areas of less than two (2) acres, where commercial services may be provided in convenient locations serving adjoining residential neighborhoods rather than the community as a whole. The commercial services permitted are those where traffic generation, access requirements, impacts of lighting, neighborhood need for services, and noise production will be compatible with residential uses.
12. The NB Zoning District is appropriately applied in the following circumstances:
 1. Where local commercial facilities will serve the everyday needs of a limited neighborhood area;
 2. Where activity levels associated with small scale office development can be accommodated or tolerated by surrounding land uses and existing public services;
 3. Where a neighborhood core is identified which is easily accessible by pedestrian or vehicular circulation; and
 4. Where such commercial development will result in minimal interference with residential uses in the vicinity of the NB Zoning District.
13. Uses permitted within the NB Zone include residential uses, retail sales, personal services, restaurants, professional offices, daycare facilities, churches, and community/neighborhood centers.
14. There are existing water and sewer mains within ‘A’ Street which are of sufficient capacity to accommodate any future use that the NB Zone would allow on the subject property.
15. The subject property is located adjacent to ‘A’ Street to the north, which is currently designated within the Thoroughfare Plan as a collector street. ‘A’ Street is developed as a 36 feet wide paved roadway on the segment adjacent to the subject property with no curb, gutter, and intermittent sidewalk on the south side of the street. On the north side is a sidewalk with intermittent curbing and tree lawn.

16. Almon Street is directly east of the subject property and is designated as a local neighborhood street. Portions of Almon Street are deteriorated and the paved roadway is 30 feet in width in this section. There are limited areas of sidewalk on the west side of the street and the curbing is missing in most locations.
17. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on May 23, 2018 to discuss the proposed rezone.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed zoning district is consistent and in conformance with the uses and densities designated within the 2009 Comprehensive Plan. The Urban Mixed (UM) is intended to provide for the infill development and adaptive re-use of areas that surround downtown. Within these areas, a rich mix of residential and limited commercial uses should be promoted. The Neighborhood Business (NB) Zone allows for the adaptive reuse of the former Dumas Seed property and will allow a mixture of commercial and residential that is consistent with the Comp Plan.
2. **The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.** The proposed NB Zone allows for commercial services in a convenient location that can serve the adjacent residential neighborhoods to the north, west, and south. The proposed zoning and uses are consistent with the surrounding area and will not unduly burden the neighborhood of public infrastructure.
3. **The uses expected to occur as a result of the rezone will be compatible with the surrounding area.** The proposed zoning is consistent with adjacent zoning districts and will create a logical and orderly zoning configuration for the subject area. The commercial services permitted are those where traffic generation, access requirements, impacts of lighting, neighborhood need for services, and noise production will be compatible with residential uses.
4. **The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.** The proposed zoning and uses are suitable for the area and will not unduly burden the neighborhood of public infrastructure. The relatively small size of the property and allowed uses are not expected to create any issues with delivery of services.
5. **The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities and services.** The subject property has property frontage on 'A' Street and Almon Street. There are currently sufficient and available public utility services to meet the needs of existing and future development. Public Works has previously determined that the existing water and sewer systems have adequate capacity to handle the demand of uses allowed within the NB Zone.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Moscow Planning and Zoning Commission recommends approval of rezoning the 13,033 square foot parcel of land located at 109 N Almon Street from the Multiple Family Residential (R-4) Zone to the Neighborhood Business (NB) Zone.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW
this 11th day of July, 2018.



Robb Parish, Vice Chair
Planning and Zoning Commission

Attachment: P&Z Minutes (1794 : Public Hearing: Proposed Rezone at 406 Baker Street)

**BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR THE REZONE OF A ONE POINT ZERO FOUR (1.04) ACRE AREA OF LAND LOCATED AT 2324 SOUTH HIGHWAY 95 WITHIN THE AREA OF CITY IMPACT OF THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Rezone in the Moscow Area of City Impact on April 25, 2018; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on June 27, 2018; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented by the applicant and the opponents:

THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 1999 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, the Moscow Area of City Impact Agreement, and other applicable development regulations.
2. Per the Moscow Area of City Impact Agreement with Latah County, the Moscow Planning and Zoning Commission is to conduct one hearing and forward a recommendation on to Latah County.
3. The subject property is a one point zero four (1.04) acre area of land generally located at 2324 S Highway 95 within the Area of City Impact.
4. The subject property is currently undeveloped and primarily surrounded by agricultural lands to the north, east, and south that are within the Area of City Impact.
5. Across the South Fork of the Palouse River to the northeast is Fountains Industrial Park and a runway for crop dusting operations. Across Highway 95 to the west is the current City Limits boundary and properties that are primarily commercial but do include some residential. Bonkerz children's play center is located to the west, CHS Primeland agricultural is located to the southwest, and Dale's Boat Service along with single family dwellings are located to the northwest.
6. The subject property is designated as Light Industrial upon the 1999 City of Moscow Comprehensive Plan Land Use Map.

7. According to the 1999 Comprehensive Plan, the Light Industrial designated areas,

“Light Industrial uses have been designated for four areas-the northern area which is located along A Street between Line and Almon Streets; the central area along the railroad tracks from Sixth to Logan Streets; the southern area east of US Highway 95 at the extreme southern edge of the city; and the eastern area south of Highway 8 at the eastern edge of the city.”

“The southern area, as well as the two industrial areas in the county, has immediate access to US Highway 95 whether or not a bypass is built. This area is the best location within the city for highway transport between Moscow and Lewiston and would be appropriate for general industry and warehousing operations.”
8. The subject property is located in Latah County within the Area of City Impact and the applicant is proposing to rezone the property to the Motor Business (MB) Zone.
9. The subject property and adjacent properties to the north, south, and east are currently zoned Agriculture/Forestry (AF). Properties across Highway 95 to the west with the City Limits are primarily zoned Motor Business (MB) with the exception of CHS Primeland which is currently zoned Industrial (I).
10. According to the City of Moscow Zoning Code, the purpose of the MB Zoning District is to,

“provide for the location and grouping of compatible uses having similar operation as they involve enterprises which depend primarily on the transient motor vehicle-based trade. By concentrating such uses the City intends to increase public convenience when utilizing such services and, within the regulation, to allow such activities to render the maximum service.”
12. Uses permitted within the MB Zone include retail enterprises, offices, eating and drinking establishments, printing and publishing houses, religious institutions, residential uses, hotels and motels, off-street parking facilities, kennels, storage facilities, laundromats, and light manufacturing.
13. The City generally encourages annexation of properties that are adjacent to the existing City Limits boundary and are able to be served by City utility services. The City has an existing annexation policy (Resolution 2007-01) which states that property located adjacent to the City shall be annexed when either of the following occurs:
 1. The property is completely surrounded by the City. The City Council in its discretion upon application of the property owner may consider an exemption from this policy where the property is used exclusively for agricultural purposes and there are no structures on or associated with the property or with the exclusive agricultural use. Any construction or placement of a structure of any nature, installation of a well or a sewer system, or like development on any portion of a property exempted under this subsection shall require annexation of the entire exempted property.
 2. The property is served by City water and/or City sewer and the property has a structure located on it or associated with it.

14. The Commission finds that the proposed rezone of the subject property does not meet the City's annexation policy for requiring annexation. The City limits boundary is in close proximity, being across Highway 95 to the west, but the property is not completely surrounded by the City as is required within the policy. The primary issue is the lack of readily available sewer service in the area, which ends north of the Highway 95 bridge over the South Fork of the Palouse River. The small size of the property and limited utility demand also factor into the decision on whether to recommend annexation.
15. Based upon these factors, the Commission finds that a condition be placed upon the rezone request that the applicant enter into a development agreement to consent to annexation at the time utility services are fully available to the subject property.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed preliminary plat is consistent with the underlying 1999 Comprehensive Plan Land Use Designations of Light Industrial and the 2009 Comprehensive Plan Land Use Designation of Auto-Urban Commercial (AU-C).
2. **The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.** The proposed MB Zone provides for a continuation of the MB Zone to the west and is consistent with the surrounding Industrial (I) Zone.
3. **The uses expected to occur as a result of the rezone will be compatible with the surrounding area.** The proposed zoning is consistent with adjacent zoning districts and will create a logical and orderly zoning configuration for the subject area. The adjacent properties in all directions are all primarily commercial except for a few residential properties located within the MB Zone on the west side of Highway 95.
4. **The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.** The proposed zoning and uses are suitable for the area and will not unduly burden the neighborhood of public infrastructure.
5. **The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities and services.** The subject property has street access via Highway 95. Currently there is insufficient public utility services in the area and the Commission finds that at the time utility services are fully available to the subject property that the property shall be annexed at that time.

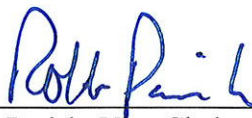
III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the rezone request for the one point zero four (1.04) acre property to Latah County with the following condition:

1. The applicant enter into a development agreement to consent to annexation at the time utility services are fully available to the subject property.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this

11th day of July, 2018.



Robb Parish, Vice Chair
Planning and Zoning Commission

Attachment: P&Z Minutes (1794 : Public Hearing: Proposed Rezone at 406 Baker Street)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/20/2018**Title:** Public Hearing: Amendment of Title 4, Chapters 4, 7, 8, and 10 of M.C.C. Regarding Various Zoning Code Amendments**Responsible Staff:** Michael Ray

Information

DESCRIPTION: The Planning and Zoning Commission has been working over the past few months on minor revisions to various sections of the Zoning Code within Title 4, Chapters 4, 7, 8, and 10. The proposed amendments pertain to Planned Unit Developments, lot frontage and access requirements, expiration periods for certain land use actions, and public notice requirements. The Commission conducted a public hearing on this proposed ordinance on July 25, 2018 and unanimously recommended approval to City Council. This was reviewed by the Administrative Committee on August 13, 2018.

STAFF RECOMMENDATION: Conduct the public hearing and upon consideration of testimony presented, 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.

PROPOSED ACTIONS: Conduct the public hearing and upon consideration of testimony presented, 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 such other action deemed appropriate.

Necessary Resources/Impacts:

N/A

Attachments

Proposed Ordinance
 Staff Memo
 PZ Minutes
 Public Hearing Notice

ORDINANCE NO. 2018 -

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 4, CHAPTERS 4, 7, 8, AND 10; PROVIDING FOR THE INSERTION OF MISSING BASE DENSITY REQUIREMENTS FOR PLANNED UNIT DEVELOPMENTS; PROVIDING FOR ACCESS REQUIREMENTS FOR RURAL ZONING DISTRICTS; PROVIDING FOR THE AMENDMENT OF THE EXPIRATION AND EXTENSION PERIODS FOR CERTAIN LAND USE ACTIONS; PROVIDING FOR THE AMENDMENT OF THE TIME PERIOD FOR PUBLIC NOTICE REQUIREMENTS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE 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, there are currently zoning districts which do not have stated residential base densities for Planned Unit Developments and City wishes to create base densities for the missing districts; and

WHEREAS, City wishes to amend the lot access and frontage requirements for rural zoning districts to accommodate the larger lots which are contained within those districts; and

WHEREAS, the existing expiration periods for certain land use actions has presented challenges, especially to larger projects; and

WHEREAS, City wishes to amend the expiration period of certain land use actions to allow for more time to start projects as well as allowing options for applying for extensions to the time period; and

WHEREAS, the existing thirty (30) day public notice period for certain land use actions is excessive and City wishes to reduce the period to fifteen (15) days to be consistent with State Law; and

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 4, Chapter 4 be amended as follows:

...

Sec. 4-5. Access to Lots and Buildings.

Except as provided below, every lot shall abut a public street right-of-way (other than an alley) for a minimum distance of forty feet (40').

1. Lots on cul-de-sacs and vehicle turnarounds shall abut a public street right-of-way for a minimum distance of twenty feet (20').

2. Approved flag lots shall abut a public street right-of-way for a minimum distance of twenty feet (20'), and the flagpole portion of flag lots shall not exceed one hundred fifty feet (150') in length and shall not be less than twenty feet (20') in width at any point.

3. Approved twinhome lots shall abut a public street right-of-way for a minimum distance of twenty feet (20'). Approved townhouse lots shall abut a public street right-of-way for a minimum distance equal to the minimum lot width of the applicable Zoning District.

4. Legal lots of record that have been approved by the City Council prior to the adoption of this Zoning Code and which do not abut a public street right-of-way shall be excepted from this requirement where sufficient permanent legal access is available (via public right-of-way, private access easement, or other legal means) to provide safe and convenient access for servicing, fire protection, and required off-street parking.

5. Lots within the Agriculture/Forestry (AF), Farm Ranch (FR), and Suburban Residential (SR) Zoning Districts where access is provided by a permanent access easement of no less than twenty feet (20') in width at any point.

6. Flag poles and access easements within the Agriculture/Forestry (AF), Farm Ranch (FR), and Suburban Residential (SR) Zoning Districts may be greater than one hundred fifty feet (150') in length as long as sufficient Fire Department access is provided.

...

SECTION 2: That Moscow City Code Title 4, Chapter 7 be amended as follows:

...

Sec. 7-2. PUD Review - General Administration.

A. Eligibility. Planned Unit Developments are only permitted within the AF, FR, SR, R-1, R-2, R-3, R-4, RO, NB, MB, and GB Zoning Districts. Since the purpose of the Neighborhood Business (NB) Zoning District is to provide commercial services which serve adjacent residential neighborhoods, and PUD proposed within the NB Zone shall incorporate at least one (1) commercial use located along the primary street frontage.

BA. Stages of PUD Review. Review of a proposed Planned Unit Development or of major modifications to an approved PUD shall consist of three (3) steps: an initial Pre-application Meeting, a Preliminary PUD Review, and Final PUD Review. With the concurrence of the Zoning Administrator, an applicant may combine the PUD Review Hearing with the hearings required for associated subdivision applications or zoning district changes.

CB. Neighborhood Meeting. Following the Pre-Application Meeting, every application submittal for a PUD shall be preceded by a neighborhood meeting, conducted in accordance with this Code, to provide the opportunity for neighboring land owners and residents to meet with the applicant to review and provide comments on the proposed PUD.

DC. Application and Fees. An application for PUD on a form provided by the City, including five (5) copies of the required supplemental PUD application contents listed in this Chapter, shall be made to the City Zoning Administrator for any PUD application made pursuant to this Chapter.

ED. Public Hearings. Public hearing provided for herein shall comply with the notice and hearing procedures contained in Idaho Code Section 67-6509, and Chapter 10 of this Zoning Code.

FE. PUD Application Types. A PUD application which does not include nor require a concurrent subdivision plat application shall be processed and considered a Type 1 PUD application and shall be subject to the Type 1 Quasi-judicial hearing procedures of this Code and the Planning and Zoning Commission shall have the final approval authority upon the PUD application. A

PUD application which does include a concurrent subdivision plat application shall be processed and considered a Type 2 PUD application and shall be subject to the Type 2 Quasi-judicial hearing procedures of this Code and the City Council shall have the final approval authority upon the PUD application.

• • •

Sec. 7-6. Residential PUD Density.

The residential density of a PUD shall not exceed the density established by this Section. The permitted number of dwelling units shall be the sum of the base density and any bonus density multiplied by the total acreage of the PUD.

The total acreage of the PUD shall include any area dedicated to the public or preserved as public open space or public easement within the PUD. In calculating any PUD residential density, any fraction of a whole number shall not be permitted as a dwelling unit.

A. Base Density. The base density for Zoning Districts shall be as follows:

Base Density By Zoning District.

AF	0.10 dwelling units/acre
FR	0.29 dwelling units/acre
SR	0.9 dwelling units/acre
R-1	3.5 dwelling units/acre
R-2	4.8 dwelling units/acre
R-3	9.5 dwelling units/acre
R-4	24.0 dwelling units/acre
<u>RO</u>	<u>24.0 dwelling units/acre</u>
<u>NB</u>	<u>24.0 dwelling units/acre</u>
MB	24.0 dwelling units/acre
GB	24.0 dwelling units/acre

Any lot upon which a detached single family dwelling is proposed shall not have a lot size limitation, except as required for purposes of the adopted City Building Code or as limited by the overall density permitted by the underlying Zoning District in addition to bonuses achieved through the PUD process regulations for the underlying zoning district, or as imposed by the Planning and Zoning Commission as a condition of PUD approval.

- B. Required Building Setbacks. Building setbacks from property lines required by an underlying Zoning District shall not be applicable for PUD developments, except to/from the property line(s) serving as the outer boundary of the PUD, unless imposed and justified as part of the PUD approval or where such is required by the City Building Code. Front and rear yard setbacks to/from property lines serving as the outer boundary of the PUD may be modified or waived as part of the PUD approval.
- C. Bonus Allowances. The permitted residential density for a PUD shall be the base density plus any bonus percentage of the base density as granted by the Planning and Zoning Commission or the Council. For all Zoning Districts, the maximum bonus percentage for any proposed PUD shall not exceed fifty percent (50%) of the respective base density. The allowance of a use or housing type not allowed as a permitted use in the underlying Zoning District may be granted as a PUD bonus, provided that such use is justified through the bonus categories of this Chapter and because of the nature and location of the proposed PUD. Where there is a conflict between maximum allowable bonus percentages, the most restrictive shall

apply. The applicant shall provide sufficient plan detail and/or other written supporting information to justify any requested bonus density or request to allow any land use or housing type not otherwise permitted by the underlying Zoning District.

Bonuses may be awarded to a proposed PUD where they are found to conform to one (1) or more of the following categories:

1. Provision of Common Open Space.

Bonuses may be awarded for providing functional, common open space, which may be in the form of natural areas, floodplains, wetlands, stands of trees or other natural vegetation or riparian areas, playgrounds, active or passive recreational areas, internal pedestrian and/or bike paths and similar areas. Up to a ten percent (10%) maximum bonus may be awarded if at least twenty percent (20%) of the proposed PUD area is devoted for functional common open space, in excess of any open space required elsewhere in this Code.

2. Provision of Mixed Housing Types and/or Land Uses.⚠

Up to a maximum ten percent~~age~~ (10%) bonus may be awarded for providing a mix of housing types and/or uses. Any combination of single family, duplex, multiple family residences, and/or commercial, institutional or civic uses may qualify. Zero lot line, townhouse, or row house housing consisting of one (1) or two (2) story horizontally attached dwelling units, each having its own entrance and its own front and rear yard and intended for individual ownership, may also be included in this category of bonus allowances.

Housing types not explicitly permitted by the underlying Zoning District shall be limited to a maximum of thirty-three percent (33%) of the total number of dwelling units in the PUD development. The percent~~age~~ of said housing types permitted in the PUD development may be increased to a maximum of fifty percent (50%) where the PUD proposal successfully incorporates at least three (3) other bonus categories.

Land Uses not permitted in the underlying Zoning District shall be limited to twenty percent (20%) maximum of the total Gross Floor Area (GFA) of the PUD development. However, the percentage of said GFA may be increased to a maximum of thirty-three percent (33%) where the proposal successfully incorporates at least three (3) other bonus categories.

3. Maintenance of Existing Land Contours, Vegetation, or other Special Site Features.

Bonuses may be awarded for proposals which are considerate of and sensitive to the existence of significant amounts of slopes in excess of twenty percent (20%), wetlands, drainages, ponds. Consideration shall be given to the minimization of excavations, fills, retaining walls, and removal of natural vegetative cover and other physical alterations to the site.

Lands which already have been significantly graded or where natural vegetation has been removed within five (5) years previous to the date of the PUD application are not eligible for this bonus. Bonuses will be awarded based on the amount of site disturbance including whether there is minimal or slight disturbance; whether there is excavation other than for structural foundations; whether streets follow contours of the land; amount of grading; and whether there is removal of natural vegetation. Up to a ten percent (10%) bonus may be awarded under this category.

4. Provision of Major Recreational Facilities and/or Neighborhood Gathering Spaces.⚠

Bonuses may be awarded for the provision of major recreational facilities and/or neighborhood gathering spaces, either public or private, such as ball courts, swimming pools, playgrounds, exercise rooms, or similar facilities. For each one percent (1%) of total project

cost devoted to recreational facilities, a two percent (2%) bonus may be awarded, up to a maximum of six percent (6%).

5. Sustainable Development.

Projects which utilize building and/or development techniques which promote the health and preservation of the environment, as specified herein, and are developed under the Moscow Green Building Program, may receive a bonus of up to a maximum bonus of fifteen percent (15%) of the base density allowed for the PUD project.

a. Energy Conservation: Up to a six percent (6%) bonus may be awarded for PUD developments which reduce or conserve energy usage. Provision of building design, orientation, methods and equipment which are energy efficient, including solar access consideration, may earn bonuses for the PUD project. Application of such methods may receive a two percent (2%) bonus and include provision of insulation in outside walls which exceed the Code's R-value requirements, installation of Energy Star windows and Energy Star rated HVAC systems. Energy efficient equipment shall include fixtures, controls and appliances that have an Energy Star approval. Use of such equipment may also earn a two percent (2%) bonus. A project can also earn an additional two percent (2%) bonus for using a renewable electricity generation system such as solar panels or wind generated power.

b. Materials and Resources: Projects which minimize material use and waste, and which use products that are environmentally friendly may receive up to a six percent (6%) bonus. Construction of smaller homes (as defined by LEED or its equivalent) and which utilize material efficient framing methods may earn a two percent (2%) bonus. Use of local materials and/or environmentally preferred products may earn a bonus of up to two percent (2%), ~~dependant~~-dependent on a product or manufacturer's label that indicates the place of manufacture is within five hundred (500) miles of the City of Moscow, or is approved as environmentally friendly. Projects which minimize construction waste through material efficient methods and/or by using on-site recycling receptacles for construction materials may receive a two percent (2%) bonus.

c. Indoor Environmental Quality: Bonuses may be awarded up to eight percent (8%) of the base density for PUD projects which make an extended effort to improve the on-going indoor environment. Provision of outside air ventilation, exhaust vents, air distribution systems and HVAC air filters that exceed requirements of any applicable Code are eligible for a two percent (2%) bonus. Installation of permanent walk-off mats and central vacuums help to mitigate dirt and dust and may be awarded a two percent (2%) bonus. Homes should be protected from car emissions by tightly sealing walls between the garage and the home, providing an exhaust fan linked to the overhead door, and not locating air handling equipment in the garage; such provisions may be awarded a bonus of two percent (2%). Not providing a garage may satisfy any bonus given for mitigating car exhaust in a garage. The use of finishing products, such as paint or carpeting, which minimize or eliminate toxic fumes that are common in standard products, may be awarded up to an additional two percent (2%) bonus.

d. Provision of Alternative Mode Transportation Features: Features which accommodate alternative mode transportation or promote decrease in automobile usage or traffic, such as bus shelters, turnouts, alternative fuel vehicle support facilities, car pool lots, pedestrian paths, bike racks, etc. may be awarded up to a two (2%) percent bonus.

e. Water Saving Features: A bonus may be awarded for inclusion of a storm water reuse system, xeriscaping or other water saving development features which are not otherwise

required by the Code. Such other water saving features may include those which are sensitive to or which promote aquifer recharge. A total bonus of up to ten percent (10%) may only be awarded if both storm water reuse (five percent [5%] maximum bonus) and xeriscaping (five percent [5%] maximum bonus) are incorporated into the development. A detailed written statement and/or plan shall be provided by the applicant to justify a bonus under this category.

6. Provision of Street, Pedestrian and Bicycle Path Connectivity.

Bonuses may be awarded for increasing pedestrian, bicycle and/or vehicular connectivity between the proposed development and existing and/or future neighborhoods. To be awarded the bonus, such connectivity shall be in excess of adopted City policy and standards.

Connectivity shall promote neighborhood connectivity without overwhelming any particular street, bicycle or pedestrian path, or neighborhood. Examples of such connectivity include reduced block length, provision of alleys, extremely limited cul-de-sac utilization, provision of pedestrian and or bicycle paths, and provision of traditional “grid pattern” street system. A maximum ten percent (10%) bonus may be awarded under this category.

7. Landscaping Plan.

A five percent (5%) maximum bonus may be awarded if the applicant provides a landscaping plan that is significantly in excess of the minimum landscaping otherwise required by the Zoning Code and that it would provide significantly greater benefit to the PUD site or the neighborhood.

8. Provision of Low and/or Moderate Income Housing.

Up to a maximum fifteen percent (15%) bonus may be awarded for providing low income, moderate income, and/or fair market rate housing units which make up a minimum of twenty percent (20%) of the total number of housing units in the PUD. For purposes of this Chapter, low and moderate income and fair market rate housing shall generally mean that which meets the quality and pricing requirements set by HUD and the Idaho Housing and Finance Association.

9. Other Functional or Aesthetic Development Features.

Other qualifying development features which are designed to visually complement or visually preserve the natural environment, especially scenic views, through use of appropriate materials may include, but are not limited to, architectural variety, building mass and height softening features, building location with regard to lot lines (staggered setbacks), the provision of alley access and scenic view corridor preservation for the benefit of others, recessed, side or rear loading garages, and the arrangement of parking such that it is not located within the required front nor street side yard or such that it is located behind or underneath the building(s) and not readily visible from the street. Locating the parking behind or below structures shall warrant a higher bonus than locating the parking outside of the required front and street side yard, where it is visible from the street. The maximum bonus under this category will be up to ten percent (10%).

...

SECTION 3: That Moscow City Code Title 4, Chapter 8 be amended as follows:

...

Sec. 8-3. Variances.

A. Procedures.

1. A written application for a variance indicating the section(s) of this Zoning Code for which a variance is sought and stating the grounds on which it is requested shall be submitted

to the Zoning Administrator at least sixteen (16) days before the hearing at which the matter will be considered by the Board of Adjustment or the Planning and Zoning Commission.

2. The Board of Adjustment or the Planning and Zoning Commission shall hold a hearing on the application not less than sixteen (16) days and not more than sixty (60) days from receipt of application by the Zoning Administrator and shall provide notice to adjoining property owners and an opportunity to be heard in accordance with the Idaho Code and this Code.

3. The hearing shall be a Type 1 Quasi-Judicial Hearing pursuant to Section 4-10-4 of this Code.

B. Relevant Criteria and Standards. Approval or denial of a variance application shall be based upon the following criteria:

1. The applicant has demonstrated that special conditions and/or circumstances exist which are peculiar to the property (such as size, shape, topography or location) which are not applicable to other property similarly situated in the same zoning district.

2. The applicant has demonstrated that, because of the afore-mentioned special conditions of the property, application of the provisions of this Zoning Code would impose undue hardship and would deprive the property owner of rights commonly enjoyed by owners of other property similarly situated in the same zoning district under the terms of this Zoning Code.

3. Granting of the variance will not be in conflict with the public interest or injurious to property or persons in the vicinity of the subject property.

C. Reasoned Statement in Writing. Approval or denial of variance application shall be in writing and shall be accompanied by a reasoned statement that explains the criteria and standards considered by the Board of Adjustment or by the Planning and Zoning Commission to be relevant, the relevant contested facts relied upon, and explains the rationale for the decision based upon the Comprehensive Plan, the Idaho Code, this Code, the U.S. Constitution and the facts in the record. The reasoned statement herein may be in the form of minutes when such minutes are adopted by the Board of Adjustment or by the Planning and Zoning Commission or may be in the form of a separate written document formally adopted by the Board of Adjustment or by the Planning and Zoning Commission. In every case, a reasoned statement shall be adopted by the Board or by the Commission not more than twenty-one (21) days following the date of approval or denial of the variance application.

D. Conditions of Approval. In granting any variance, the Board of Adjustment or the Planning and Zoning Commission may prescribe appropriate conditions and safeguards that enable the Board or the Commission to approve the variance application and ensure the variance is consistent with the purposes, and intents of this Zoning Code.

E. Use Variances. With respect to uses of land, buildings and other structures, this Zoning Code is declared to be a definition of the public interest by the Council, and the spirit of this Zoning Code will not be observed by any variance which permits a use not permitted in the zoning district involved, or any use expressly or by implication prohibited, by the terms of this Zoning Code in said zoning district. Therefore, under no circumstances shall the Board of Adjustment or the Planning and Zoning Commission grant a variance to permit a use not permitted in the zoning district involved, or any use expressly or by implication prohibited, by the terms of this Zoning Code, in said zoning district.

F. Final Decision. A decision of the Board of Adjustment or of the Planning and Zoning Commission, granting or denying a variance, shall become final upon the date of adoption of a written reasoned statement in the official records of the Board of Adjustment or of the

Planning and Zoning Commission or when the Board or the Commission shall find that making the decision effective immediately is necessary for the preservation of property and/or personal rights and shall so certify on the record, whichever comes first in time. A decision of the Board of Adjustment or of the Planning and Zoning Commission shall be final, subject to appeal of the decision to the Council pursuant to this Code.

G. Compliance.:

1. In the event of failure to comply with the plans approved by the Board of Adjustment or by the Planning and Zoning Commission, or with any conditions imposed upon the variance, such permit shall thereupon be immediately revoked and shall automatically be null and void.
2. Where plans are submitted as part of the application for a variance, modifications of the original plans may be required by the Board of Adjustment or by the Planning and Zoning Commission as a condition of approval.
3. Where plans approved by the Board of Adjustment or by the Planning and Zoning Commission are modified following such approval, such plan modifications must be determined by City staff to be in substantial conformance with the plans approved by the Board or the Commission. If plan modifications are not in substantial conformance, the plan modifications must be resubmitted to the Board or to the Commission for an additional public hearing as an amendment to the variance application.

H. RevocationsTerm of Approval. The term of approval of a variance shall not exceed two (2) years from the date of the final decision, unless otherwise approved by the Board of Adjustment. The approval shall expire if the holder of the permit has not completed one (1) or more of the following actions prior to the expiration date:

1. Acquired construction permits and commenced placement of permanent footings and infrastructure; or
2. Commenced the use.

I. Extension of Approval Term. The Zoning Administrator may grant one (1) two (2) year extension to an unexpired variance, upon written request of the applicant. Extensions of variances shall also extend any associated zoning approvals such as variances. Prior to the expiration of the two (2) year approval term granted by the Zoning Administrator, the applicant may request an additional time extension from the Board of Adjustment which shall be considered as a regular agenda item. In determining whether to grant the extension request, and the amount of time for which the extension shall be valid, the Board shall take the following factors into consideration:

1. Whether there have been significant amendments to the Comprehensive Plan or Zoning Ordinance which will affect the conditional use permit; or
 2. Whether there have been significant land use changes in the vicinity which would adversely impact the project or be adversely impacted by the project; or
 3. Whether community facilities and services remain adequate to serve the project.
- Should the Board of Adjustment decide not to grant the extension request, then the Variance shall be null and void and the applicant will be required to start from the beginning of the Variance process. If a building permit or occupancy permit pertaining to the variance is not obtained for the subject property within one (1) year from the date of the Board of Adjustment's final decision, such variance shall be immediately revoked and shall be automatically null and void.

• • •

Sec. 8-4. Conditional Uses.

A. Procedures.

1. A written application for a Conditional Use Permit indicating the section of this Zoning Code under which the permit is sought and stating the grounds on which it is requested shall be submitted at least twenty-one (21) days before the hearing at which the request is to be considered by the Board of Adjustment.
2. The Zoning Administrator shall hold a hearing on the conditional use permit application not less than twenty-one (21) days and not more than sixty (60) days from the receipt of the application by the Zoning Administrator, giving notice in accordance with Idaho Code Section 67-6512.
3. The public hearing shall be a Type 1 Quasi-Judicial Hearing pursuant to Section 4-10-4 of this Code.
4. Prior to granting a Conditional Use Permit, studies may be required of the social, economic, fiscal, and environmental effects of the proposed conditional use.

B. Relevant Criteria and Standards. Approval or denial of a Conditional Use Permit application shall be based upon the following criteria:

1. The proposed use is a conditionally permitted use within the Zoning District.
2. The character of the proposed use will be in harmony with the neighborhood and surrounding land uses.
3. The proposed use as approved, or as approved with conditions, will not generate nuisances that would be injurious or detrimental to adjoining properties or the neighborhood (including, but not limited to, noise, dust, glare, vibrations, odors, and the like).
4. The location, design, and size of the proposed use will be adequately served by existing streets, public facilities and services.
5. The proposed use will not endanger the public health or safety if located where proposed.
6. The proposed use meets all applicable development standards of the Zoning Code.
7. The proposed use will not be in conflict with the Comprehensive Plan.

C. Reasoned Statement in Writing. Approval or denial of a Conditional Use Permit application shall be in writing and shall be accompanied by a reasoned statement that explains the criteria and standards considered by the Board of Adjustment to be relevant, the relevant contested facts relied upon, and explains the rationale for the decision based upon the Comprehensive Plan, the Idaho Code, this Code, the U.S. Constitution and the facts in the record. The reasoned statement herein may be in the form of minutes when such minutes are adopted by the Board of Adjustment or may be in the form of a separate written document formally adopted by the Board of Adjustment. In every case, a reasoned statement shall be adopted by the Board not more than twenty-one (21) days following the date of approval or denial of the Conditional Use Permit application.

D. Conditions of Approval. The Board of Adjustment may impose conditions including, but not limited to, those (1) minimizing adverse impact on other development; (2) controlling the sequence and timing of development; (3) controlling the duration of development; (4) assuring that development is maintained properly; (5) designating the exact location and nature of development; (6) requiring the provision for on-site or off-site public facilities or services; (7) requiring more restrictive standards than those generally required in an ordinance; and/or (8) requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.

- E. No Precedent or Transfer. A Conditional Use Permit shall not be considered as establishing a binding precedent to grant other Conditional Use Permits. A Conditional Use Permit is not transferable from one (1) parcel of land to another.
- F. Final Decision. A decision of the Board of Adjustment, granting or denying a Conditional Use Permit shall become final upon the date of adoption of a written reasoned statement in the official records of the Board of Adjustment or when the Board of Adjustment shall find that making the decision effective immediately is necessary for the preservation of property and/or personal rights and shall so certify on the record, whichever comes first in time. A decision of the Board of Adjustment shall be final, subject to appeal of decision to the Council pursuant to this Code.
- G. Compliance.
1. In the event of failure to comply with the plans approved by the Board of Adjustment, or with any conditions imposed upon the Conditional Use Permit, such permit shall thereupon be immediately revoked and shall automatically be null and void.
 2. Where plans are submitted as part of the application for a Conditional Use Permit, modifications of the original plans may be required by the Board of Adjustment as a condition of approval.
 3. Where plans approved by the Board of Adjustment are modified following such approval, such plan modifications must be determined by City Staff to be in substantial conformance with the plans approved by the Board. If plan modifications are not in substantial conformance, the plan modifications must be resubmitted to the Board for an additional public hearing as an amendment to the Conditional Use Permit application.
- H. Term of Approval. The term of approval of a Conditional Use Permit shall not exceed two (2) years from the date of the final decision unless otherwise approved by the Board of Adjustment. The approval shall expire if the holder of the permit has not completed one (1) or more of the following actions prior to the expiration date:
1. Acquired construction permits and commenced placement of permanent footings and infrastructure; or
 2. Commenced the use.
- I. Extension of Approval Term. The Zoning Administrator may grant one (1) two (2) year extension to an unexpired Conditional Use Permit upon written request of the applicant. Extensions of Conditional Use Permits shall also extend any associated zoning approvals such as variances. Prior to the expiration of the two (2) year approval term granted by the Zoning Administrator, the applicant may request an additional time extension from the Board of Adjustment which shall be considered as a regular agenda item. In determining whether to grant the extension request and the amount of time for which the extension shall be valid, the Board shall take the following factors into consideration:
1. Whether there have been significant amendments to the Comprehensive Plan or Zoning Ordinance which will affect the conditional use permit; or
 2. Whether there have been significant land use changes in the vicinity which would adversely impact the project or be adversely impacted by the project; or
 3. Whether community facilities and services remain adequate to serve the project.
- Should the Board of Adjustment decide not to grant the extension request, the Conditional Use Permit shall be null and void and the applicant will be required to start from the beginning of the Conditional Use Permit process.

J. Revocation. If the use and/or occupancy for which the conditional use permit is approved ceases for a period of twenty-four (24) consecutive months, unless otherwise provided for in the Conditional Use Permit, the Conditional Use Permit shall be immediately revoked and shall be automatically null and void.

Revocations: If a building permit and/or occupancy permit pertaining to the Conditional Use Permit is not obtained for the subject property of the Conditional Use Permit within one (1) year from the date of the Board of Adjustment's final decision, such Conditional Use Permit shall be immediately revoked and shall be automatically null and void. If the use and/or occupancy for which a conditional use permit is approved ceases for a period of twelve (12) consecutive months, unless otherwise provided for in the Conditional Use Permit, then the Conditional Use Permit shall be immediately revoked and shall be automatically null and void.

Sec. 8-5. — Special Uses.

A. Procedures:

1. — A written application for a Special Use Permit indicating the section of this Zoning Code under which the permit is sought and stating the grounds on which it is requested shall be submitted at least twenty one (21) days before the hearing at which the request is to be considered by the Board of Adjustment.

2. — The Zoning Administrator shall hold a hearing on the special use permit application not less than twenty one (21) days and not more than sixty (60) days from the receipt of the application by the Zoning Administrator, giving notice in accordance with Idaho Code Section 67-6512.

3. — The public hearing shall be a Type 1 Quasi-Judicial Hearing pursuant to Section 4-10-4 of this Code.

4. — Prior to granting a Special Use Permit, studies may be required of the social, economic, fiscal, and environmental effects of the proposed use.

B. Relevant Criteria and Standards. Approval or denial of a Special Use Permit application shall be based upon the following criteria:

1. — The proposed use is a specially permitted use within the Zoning District.

2. — The character of the proposed use will be in harmony with the neighborhood and surrounding land uses.

3. — The proposed use as approved, or as approved with conditions, will not generate nuisances that would be injurious or detrimental to adjoining properties or the neighborhood (including, but not limited to, noise, dust, glare, vibrations, odors, and the like).

4. — The location, design, and size of the proposed use will be adequately served by existing streets, public facilities and services.

5. — The proposed use will not endanger the public health or safety if located where proposed.

6. — The proposed use meets all applicable development standards of the Zoning Code.

7. — The proposed use will not be in conflict with the Comprehensive Plan.

C. Reasoned Statement in Writing. Approval or denial of Special Use Permit application shall be in writing, and shall be accompanied by a reasoned statement that explains the criteria and standards considered by the Board of Adjustment to be relevant, the relevant contested facts relied upon, and explains the rationale for the decision based upon the Comprehensive Plan, the Idaho Code, this Code, the U.S. Constitution and the facts in the record. The reasoned statement herein may be in the form of minutes when such minutes are adopted by the Board of Adjustment or may be in the form of a separate written document formally adopted by the

~~Board of Adjustment. In every case, a reasoned statement shall be adopted by the Board not more than twenty-one (21) days following the date of approval or denial of the Special Use Permit application.~~

- ~~D. Conditions of approval: The Board of Adjustment may impose conditions including, but not limited to, those (1) minimizing adverse impact on other development; (2) controlling the sequence and timing of development; (3) controlling the duration of development; (4) assuring that development is maintained properly; (5) designating the exact location and nature of development; (6) requiring the provision for on-site or off-site public facilities or services; (7) requiring more restrictive standards than those generally required in an ordinance; and/or (8) requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.~~
- ~~E. No Precedent or Transfer: A Special Use Permit shall not be considered as establishing a binding precedent to grant other Special Use Permits. A Special Use Permit is not transferable from one (1) parcel of land to another.~~
- ~~F. Final Decision: A decision of the Board of Adjustment granting or denying a Special Use Permit shall become final upon the date of adoption of a reasoned statement in the official records of the Board of Adjustment, or when the Board of Adjustment shall find that making the decision effective immediately is necessary for the preservation of property and/or personal rights and shall so certify on the record, whichever comes first in time. A decision of the Board of Adjustment shall be final, subject to appeal of decision to the Council pursuant to this Code.~~
- ~~G. Compliance:~~
- ~~1. In the event of failure to comply with the plans approved by the Board of Adjustment, or with any conditions imposed upon the Special Use Permit, the permit shall be immediately revoked and shall be automatically null and void.~~
 - ~~2. Where plans are submitted and approved as part of the application for a Special Use Permit, modifications of the original plans may be required by the Board as a condition of approval.~~
 - ~~3. Where plans approved by the Board of Adjustment are modified following such approval, such plan modifications must be determined by City Staff to be in substantial conformance with the plans approved by the Board of Adjustment. If plan modifications are not in substantial conformance, the plan modifications must be resubmitted to the Board of Adjustment for an additional public hearing as an amendment to the Special Use Permit application.~~
- ~~H. Revocations: If a building permit and/or Certificate of Occupancy pertaining to the Special Use Permit is not obtained for the subject property of the Special Use Permit within one (1) year from the date of the Board of Adjustment's final decision, the Special Use Permit shall be immediately revoked and shall be automatically null and void. If the use and/or occupancy for which the special use permit is approved ceases for a period of twelve (12) consecutive months, unless otherwise provided for in the Special Use Permit, then the Special Use Permit shall be immediately revoked and shall be automatically null and void.~~

...

SECTION 4: That Moscow City Code Title 4, Chapter 10 be amended as follows:

...

Sec. 10-7: The Neighborhood Meeting.

A. Purpose.

The purpose of the neighborhood meeting is to allow the developer to present the proposal to neighbors and other members of the public prior to the formal public hearing so that the parties can discuss and consider neighborhood impacts, mitigation, design and construction elements, and the like. A further purpose is to allow developers to have related applications considered concurrently by the hearing bodies.

B. When required.

1. A neighborhood meeting shall be required for each of the land use matters below. Where the applicant desires to file more than one (1) application involving the same project and/or property and desires all related applications to be considered within the same hearing, one (1) neighborhood meeting shall be necessary.

2. A neighborhood meeting shall be required as a pre-requisite to filing of an application with the City for the following land use matters:

- a. Annexation;
- b. Request to amend Comprehensive Plan Map land use designation;
- c. Request to amend Zoning District;
- d. Preliminary Plat;
- e. Planned Unit Development; or
- f. Any combination of the foregoing.

C. Notice of meeting.

1. Notice of the neighborhood meeting shall be given to all property owners of record within six hundred feet (600') of the subject property. Such notice shall be provided at least fourteen (14) days before the first neighborhood meeting regarding the subject property. Notice of the neighborhood meeting shall be made by mail to the current or last known address of the property owners of record. Property owners of record shall be determined by review of records in the possession of Latah County. Alternatively, the City may provide a list of property owners to the applicant upon receipt by City of the proper request form and the appropriate fee.

2. Notice shall include a vicinity map, the general nature of the proposal, the size of the land, the number of lots/dwelling units, the date, time and location of the meeting, and the name, address, telephone number and email address of a contact person.

The neighborhood meeting shall be set at a date, time, and place reasonably calculated to facilitate the attendance of the property owners required to receive notice. Evening meetings during the work week are encouraged.

D. Format.

1. General.

The applicant or applicant's representative shall chair and conduct the meeting according to orderly procedures. The Chair should provide the participants in the neighborhood meeting a fair chance to be heard. The Chair will have the authority to recognize participants in the meeting and to maintain order in the conduct of the neighborhood meeting. Formal rules of evidence will not apply during the neighborhood meeting but the Chair may limit the duration of comments or presentation where necessary to give the broadest number of participants the opportunity to express their views.

2. Order.

The neighborhood meeting shall generally be conducted in the following order; however, the meeting should not be so formal that it precludes or unduly limits participation by those in attendance nor should it be so unruly that information gathering and exchange cannot occur:

- a. Opening of the meeting and a call to order;¹⁵
- b. Introduction of the proposal/project by the applicant and/or the applicant's representatives;¹⁵
- c. Public comments in support of the application;¹⁵
- d. Public comments in opposition of the application;¹⁵
- e. Questions and/or other public testimony;¹⁵
- f. A response of the applicant (if desired by applicant);¹⁵
- g. Any related business; ~~and;~~
- h. Close of the neighborhood meeting.

3. Other.

Conduct by all participating in the neighborhood meeting should be respectful, should avoid personal attack, and should be directed toward gathering and exchanging information regarding the proposal(s).

E. Scope.

Each neighborhood meeting shall be conducted so that those in attendance can discuss the project/proposal which is the subject of the application(s) to be filed. Where more than one (1) application is to be considered in the same public hearing, the meeting shall include discussion of all related matters. For example, where there is to be a submittal for a rezoning along with a preliminary plat, both shall be thoroughly discussed in the neighborhood meeting.

F. Submission of neighborhood meeting materials to City.

1. Time to submit materials.

Neighborhood meeting materials required to be submitted pursuant to this Chapter shall be submitted with the application(s) and relevant fee(s).

2. Materials to be submitted.

The following shall be submitted to the City with the original filing of the land use application(s) and shall constitute part of such land use application(s):

- a. Time, date and location of the neighborhood meeting;¹⁵
- b. Names and addresses of property owners to whom notice was sent;¹⁵
- c. Names and addresses of all attendees;¹⁵
- d. Summary of comments, suggestions and discussion;¹⁵
- e. Applicant's response to comments, suggestions and discussion, including any modifications made or intended to be made to the project proposal/application as a result of the neighborhood meeting comments; ~~and;~~
- f. Materials utilized or submitted (including plans, proposals, designs, power point presentations, maps, handouts, petitions, letters, studies, etc.) shall be submitted with the application for the related project(s).

A verbatim transcript is not required nor is a video and/or audio tape (unless the applicant wishes to submit it). The summary of comments, suggestions and discussion should be extensive enough to allow the reader to understand what occurred.

G. Notice of hearing.

Following receipt by City staff of the required submittals, notice of a public hearing on the related application(s) shall be scheduled before the Planning and Zoning Commission. Notice of such public hearing shall take place not less than ~~thirty-five~~ (3015) days prior to the required public hearing before the Planning and Zoning Commission pursuant to this Code and City policy.

...

SECTION 5: 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. The remaining sections of Title 4 shall be in full force and effect.

SECTION 6: EFFECT ON OTHER ORDINANCES. 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.

SECTION 7: 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 _____, 2018.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Memo

To: Mayor and City Council
From: Mike Ray, AICP, Planning Manager
Date: July 27, 2018
Re: Amendment of Title 4, Chapters 4, 7, 8, 10 of Moscow City Code Regarding Various Zoning Code Amendments

The Planning and Zoning Commission has been working over the past few months on minor revisions to various sections of the Zoning Code within Chapters 4, 7, 8, and 10. The amendments pertain to Planned Unit Developments, lot frontage and access requirements, expiration periods for certain land use actions, and public notice requirements which are discussed in more detail below.

Access to Lots and Buildings:

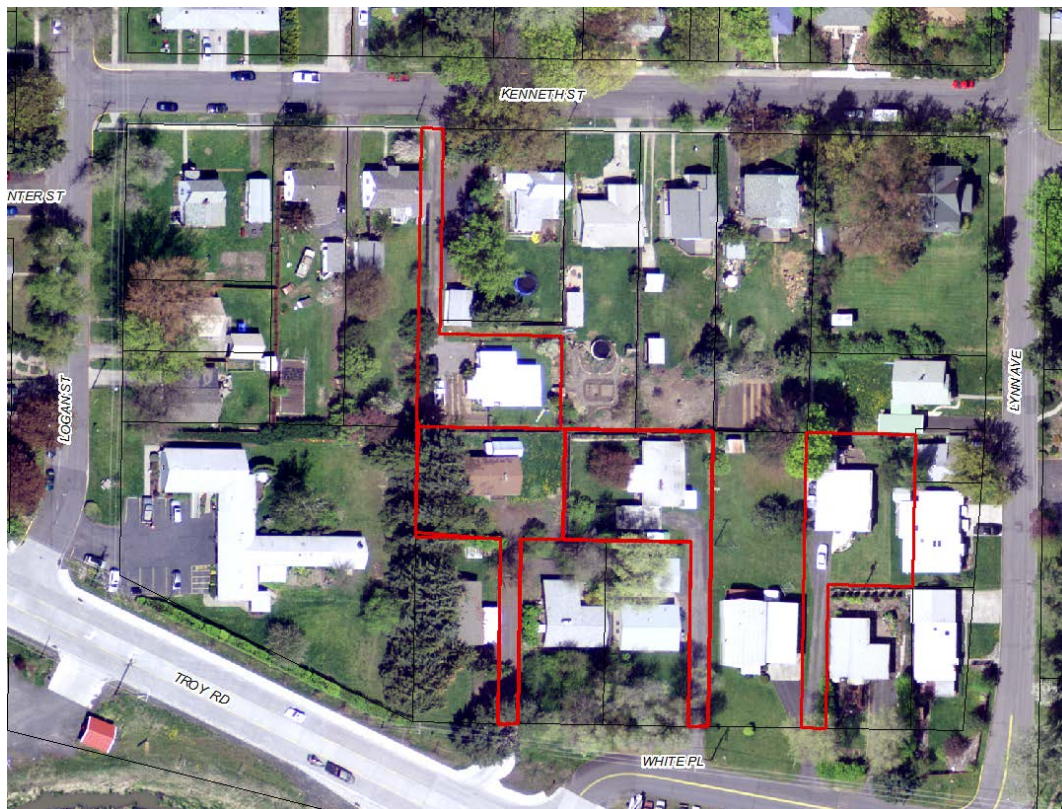
Section 4-5 of the Zoning Code currently contains the requirement that every lot shall abut a public street right-of-way (other than an alley) for a minimum distance of 40 feet with some exceptions. The current exceptions that are listed within the section include lots on cul-de-sacs, flag lots, twinhome lots, townhouse lots, and lots which don't abut a public street right-of-way which were previously approved by City Council.

The current allowance for flag lots specifies that the lot is required to have a flagpole portion of at least 20 feet in width and no more than 150 feet in length. This requirement was likely derived from the International Fire Code, which requires lots to provide Fire Department access. When an access drive exceeds 150 feet in length there is a fire truck turnaround that is typically required. On urban lots within the City, there is often not enough area on the property to be able to satisfy the dimensional requirements of a fire truck turnaround. However, on some of the more rural lots within the City that are within zoning districts which have lots sizes which are an acre or more in area, there is room to accommodate turnarounds.

There are a certain areas of the City such as North Polk Extension where the lots were divided to meet lot frontage requirements and many of those lots have exceptionally deep lot depths. These properties are left with a large area at the rear of the lots which has no way of being divided and developed because of the flagpole restrictions. To alleviate this issue, Staff is proposing to insert two new exceptions at the end of the *Access to Lots and Buildings* section. The first proposed exception is to allow lots within the Agriculture/Forestry (AF), Farm Ranch (FR), and Suburban Residential (SR) Zoning Districts to be accessed by a permanent access easement of no less than

twenty feet in width at any point. The second exception is that flag poles and access easements within the Agriculture/Forestry (AF), Farm Ranch (FR), and Suburban Residential (SR) Zoning Districts may be greater than one hundred fifty feet (150') in length as long as sufficient Fire Department access is provided.

This amendment would allow for the creation of additional building lots upon those areas of the City with large lots that are more rural in character. The first image below is an example of some of the flag lots within an urban area of the City utilizing the current flagpole standard and the second image is the area of North Polk Extension where the properties have an exceptionally long depth.



Urban Development of Flag Lots (flagpole portions are no longer than 150 feet)



Lot Configurations Along North Polk Extension (red lines represent a distance of 150 feet from the street)

Planned Unit Developments (PUDs):

After a developer made an inquiry regarding a PUD for a property located within the Neighborhood Business (NB) Zone, it was discovered that there currently is no residential base density for the NB Zone. Upon further examination, there is also nowhere within the PUD chapter that describes which zones are eligible for PUDs. Staff and the Commission reviewed the zoning districts which weren't listed within the residential PUD section and identified the following zones:

- Residential Office (RO)
- Neighborhood Business (NB)
- Research, Technology and Office (RTO)
- Central Business (CB)
- Industrial (I)
- Urban Mixed Commercial (UMC)

In review of the currently unlisted zoning districts, all of the zones appear to be commercial in nature. When the PUD ordinance was originally developed, it was likely during a period when residential uses within commercial zones were limited. Since that time there have been more allowances of residential uses within commercial zones such as residential uses allowed as a permitted use above or behind commercial uses in most zones. Therefore, with the inclusion of the mixture of residential uses within the commercial zones comes the potential for residential PUDs within those zones. In review of the six zones which are currently unlisted, the RO and NB Zones are the most appropriate to add in Staff's opinion. The RTO Zone currently does not

allow residential uses and the Industrial Zone allows for only one dwelling as an accessory use. The CB and UMC Zones as they exist currently, essentially allow for everything that you would go through a PUD process to achieve. There are currently no setback requirements, no parking requirements or a 50% reduction, residential uses are permitted above or behind commercial uses, and residential uses on the ground floor require a Conditional Use Permit (CUP). Therefore, Staff is proposing to insert the RO and NB Zones to the residential base density list and assign 24 dwelling units/acre as the base density, which is the same as other comparable zones. The other aspect of the amendment is to add a section to the beginning of the PUD chapter which clearly states which zones are eligible for PUDs. During discussions with the Planning and Zoning Commission on this section, the Commission wanted the insertion of a statement regarding the incorporation of at least one commercial use located along the primary street frontage. The Commission wanted to highlight the importance that the NB Zone serves in providing pockets of commercial services to surrounding neighborhoods.

Expiration Periods for Certain Land Use Actions:

Chapter 8 is the portion of the Zoning Code which addresses appeals, variances, conditional uses, and special uses. Within each section includes subsections for Procedures, Relevant Criteria and Standards, Reasoned Statement in Writing, Conditions of Approval, No Precedent or Transfer, Final Decision, Compliance, and Revocations. The section that addresses special use permits is being eliminated entirely since the Use Table code amendment, Ordinance 2018-07, consolidated conditional uses and special uses into just conditional uses.

The portion of Chapter 8 that has historically presented challenges for applicants has been the revocations section of the conditional use permit and variance sections. This section pertains to the expiration of the land use action if a building permit is not issued within a year of approval of the action. Some of the larger institutional projects such as schools, churches, public service facilities, and multi-family residential projects have had challenges in the past for meeting this timeframe. Often times, the substantial investment in construction plans, fundraising, and property acquisition happens after the project has received approval through the conditional use permit process since it's uncertain whether the project will be approved or not. For larger projects, one year is not an exceptionally long period of time.

The Commission researched the expiration periods of a number of other jurisdictions in Idaho including Boise, Coeur d'Alene, Meridian, and Lewiston as part of this amendment. It was discovered that most other jurisdictions had a two-year expiration period and that there was also the ability to administratively extend the approval period by another two years. The Commission determined that similar to the other jurisdictions, a two-year approval period that could be extended upon request of the Zoning Administrator by another two years was reasonable. The Commission also wanted the ability for an extension if the initial two-year period and the extension period were close to expiring. This second extension is reviewed by the original decision making body, the Board of Adjustment, and it would not be a public hearing unless there are factors that have changed since the initial approval. The proposed language would give examples of what those factors are which include:

1. Whether there have been significant amendments to the Comprehensive Plan or Zoning Ordinance which will affect the conditional use permit; or
2. Whether there have been significant land use changes in the vicinity which would adversely impact the project or be adversely impacted by the project; or
3. Whether community facilities and services remain adequate to serve the project.

Public Hearing Notice Requirements:

Currently within the Zoning Code there are public hearing notice requirements which vary depending on the land use action. Annexations, Comprehensive Plan Land Use Designation Amendments, Rezones, Preliminary Plats, and PUDs essentially follow the same public hearing process. The entire process generally takes about 4 months to accomplish currently and is described below:

- Neighborhood Meeting
 - Notice all property owners within 600'
 - 14 day notice
- Public Hearing before P&Z
 - Notice all property owners within 600'
 - 30 day notice
 - Posted on-site 7 days in advance of meeting
- Public Hearing before City Council
 - Notice all property owners within 600'
 - 15 day notice
 - Posted on-site 7 days in advance of meeting

The neighborhood meeting process is not a state code requirement and is something that most other jurisdictions do not currently require. The neighborhood meeting is a meeting that the applicant is required to conduct which Staff does not participate in. The purpose of the meeting is for the applicant to meet with property owners in the area to discuss their proposal and to have a discussion and answer any questions that they may have. The applicant is required to have a sign-in sheet and take minutes of what was discussed at the meeting.

After the neighborhood meeting is conducted the applicant then submits all of the neighborhood meeting materials along with the land use application and supplemental materials. The application is then scheduled for public hearing before Planning and Zoning Commission and there is currently a 30-day notice requirement. The 30-day notice requirement is double of what is required by state code, which is only 15-day notice. It has been Staff's experience that the 30-day notice requirement has been excessive and that it may be having the opposite effect since people that are notified may be more likely to forget a meeting that is over a month away. Staff generally takes a week to review the application for completeness prior to sending out notice and would have ample time to complete staff reports if the period was reduced to 15 days.

After Planning and Zoning conducts the hearing a recommendation is forwarded on to City Council and the application is scheduled for public hearing with a 15-day notice requirement. With three opportunities for notification and public input over an

approximately four-month period, the Planning and Zoning Commission is proposing to reduce the current 30-day notice requirement to 15 days for hearings before the Commission.

The Commission conducted a public hearing on this proposed ordinance on July 25, 2018 and unanimously recommended approval to City Council. The proposed ordinance has been scheduled for a public hearing before City Council at the Council's upcoming August 20, 2018 meeting.

PLANNING & ZONING COMMISSION



Wendy McClure
Commission Chair

~Meeting Minutes~
July 25, 2018

Mike Ray
Staff Liaison

p&z@ci.moscow.id.us

<http://id-moscow.civicplus.com/agendacenter>

208.883.7008

The meeting was called to order at 7:03 PM.

MEMBERS PRESENT: Wendy McClure, Chair; Robb Parish (via phone), Kurt Obermayr, Victoria Seever, Dennis Wilson (via phone)

MEMBERS ABSENT: Scott Gropp, Joel Hamilton, Mike Nelsen, Nels Reese

ALSO IN ATTENDANCE: Mike Ray, Staff Liaison; Anne Zabala, Council Liaison; Anne Peterson, Deputy City Clerk

1. Approval of minutes from July 11, 2018

RESULT:	ACCEPTED BY ACCLAMATION (UNANIMOUS)
MOVER:	Obermayr
SECONDER:	Seever

2. Correspondence

None.

3. Transportation Commission Meeting Report

No report due to Hamilton's absence.

4. Public Comment

None.

5. Public Hearing: Legislative Hearing Providing for the Amendment of Title 4, Chapters 6, 7, 8, and 10 of Moscow City Code Regarding Various Zoning Code Amendments

Ray announced the legislative hearing is for proposed zoning code amendments previously reviewed and discussed by the Commission which provide for the insertion of missing planned unit development base densities, the allowance of properties in rural zoning districts to have different lot frontage and access requirements, amendment of the expiration and extension periods for certain land use action, and the amendment of the time period for public notice requirements. Staff recommended approval of the proposed amendments.

Obermayr asked if all neighborhood meetings are posted to the City website. Ray said the applicant conducts those so the City isn't involved. The applicant must notify everyone who owns property within 600 feet, which is the same group of residents the City notifies when the matter goes to public hearing. The City posts public hearing notices on the City website, on the subject property, and in the local newspaper.

The public hearing opened at 7:20pm.

David Hall, 1334 Wallen Road, thought Variances and CUP extensions of more than one year was too long, and he thought the Board should consider all three factors rather than just any one of the factors. Ray explained the “or” language between the factors was intentional so the Board could deny an extension if any one of the three factors exists. Hall was opposed to shortening the hearing notice requirement to 15 days because people could be out of town and miss the meeting. Hall’s comments are attached in their entirety for the record.

The public hearing closed at 7:30pm.

Commissioners discussed the notice periods at length and decided there are multiple opportunities for citizens to make their opinions known. The proposed change in notice timelines provides sufficient time while also streamlining the entire process somewhat for applicants. Obermayr moved to recommend approval of the Ordinance with the corrections and clarifications as discussed.

RESULT:	APPROVED BY ACCLAMATION [UNANIMOUS]
MOVER:	Obermayr
SECONDER:	Seever

6. Approval of Reasoned Statements of Relevant Criteria and Standards for Property at Lot 1, Block 1 of the Peterson Second Addition to the City of Moscow: LUP2018-0017

There were no questions or discussion. Wilson moved approval of the RCS as presented by staff.

RESULT:	APPROVED BY ACCLAMATION [UNANIMOUS]
MOVER:	Parish
SECONDER:	Seever

7. Approval of Reasoned Statements of Relevant Criteria and Standards for the Proposed Legacy Crossing District Plan Amendment

McClure asked about the fee-in-lieu-of parking language and Ray said that came from a recommendation in the Comprehensive Plan but is not in practice at this time. Obermayr moved approval of the RCS with correction of two scrivener errors.

RESULT:	APPROVED BY ACCLAMATION [UNANIMOUS]
MOVER:	Obermayr
SECONDER:	Seever

8. Other Business

McClure reported that the Planning conference she, Reese and Seever attended last week was quite informative. Seever said she appreciated the vision shown in Lewiston’s plan for development along the levee which, like Legacy Crossing, is attempting to bring new uses to a former industrial area.

McClure reminded Commissioners that the August 8th meeting has been cancelled and the August 22nd meeting will include a goal-setting discussion.

Obermayr wanted to discuss the Neighborhood Business zoning district. He wondered how often a business is expressly intended for a specific neighborhood, or whether that zoning designation was perhaps a redundancy. Ray said it served an important purpose in identifying commercial nodes outside the City core and highway corridors. He said as the City grows farther to the east it will be increasingly important to have that zoning opportunity so people won’t have to drive as far for commercial amenities, because it provides the opportunity for commercial activity in areas where large swaths of motor business wouldn’t be desired. Obermayr was satisfied with that explanation but considered the terminology inaccurate. Seever surmised that people assume the term “Neighborhood Business” means something much more intensive than the types of businesses that are actually allowed in the zone. McClure noted there has often been push-back from neighbors who don’t want any commercial activity near their neighborhoods, so there’s a balance

between what people want in their immediate locale vs. what's in the comprehensive plan as being best for the entire community. Ray pointed out that Moscow's small scale tends to make neighborhood businesses community-wide businesses anyway.

The meeting adjourned at 8:01 p.m.

Wendy McClure, Chair

ORDINANCE NO. 2018 -

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 4, CHAPTERS 6, 7, 8, 10; PROVIDING FOR THE INSERTION OF MISSING BASE DENSITY REQUIREMENTS FOR PLANNED UNIT DEVELOPMENTS; PROVIDING FOR ACCESS REQUIREMENTS FOR RURAL ZONING DISTRICTS; PROVIDING FOR THE AMENDMENT OF THE EXPIRATION AND EXTENSION PERIODS FOR CERTAIN LAND USE ACTIONS; PROVIDING FOR THE AMENDMENT OF THE TIME PERIOD FOR PUBLIC NOTICE REQUIREMENTS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE 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, there are currently zoning districts which don't have stated residential base densities for Planned Unit Developments and the City wishes to create base densities for the missing districts; and

WHEREAS, the City wishes to amend the lot access and frontage requirements for rural zoning districts to accommodate the larger lots which are contained within those districts; and

WHEREAS, the existing expiration periods for certain land use actions has presented challenges, especially to larger projects; and

WHEREAS, the City wishes to amend the expiration period of certain land use actions to allow for more time to start projects as well as allowing options for applying for extensions to the time period; and

WHEREAS, the existing 30-day public notice period for certain land use actions is excessive and the City wishes to reduce the period to 15 days to be consistent with State Law; and

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 4, Chapter 6 be amended as follows:

Sec. 6-3. Access to Lots and Buildings.

Except as provided below, every lot shall abut a public street right-of-way (other than an alley) for a minimum distance of forty feet (40').

1. Lots on cul-de-sacs and vehicle turnarounds shall abut a public street right-of-way for a minimum distance of twenty feet (20').
2. Approved flag lots shall abut a public street right-of-way for a minimum distance of twenty feet (20'), and the flagpole portion of flag lots shall not exceed one hundred fifty feet (150') in length and shall not be less than twenty feet (20') in width at any point.

compar
#6
below

3. Approved twinhome lots shall abut a public street right-of-way for a minimum distance of twenty feet (20'). Approved townhouse lots shall abut a public street right-of-way for a minimum distance equal to the minimum lot width of the applicable Zoning District.

4. Legal lots of record that have been approved by the City Council prior to the adoption of this Zoning Code and which do not abut a public street right-of-way shall be excepted from this requirement where sufficient permanent legal access is available (via public right-of-way, private access easement, or other legal means) to provide safe and convenient access for servicing, fire protection, and required off-street parking.

5. Lots within the Agriculture/Forestry (AF), Farm Ranch (FR), and Suburban Residential (SR) Zoning Districts where access is provided by a permanent access easement of no less than twenty feet (20') in width at any point.

6. Flag poles and access easements within the Agriculture/Forestry (AF), Farm Ranch (FR), and Suburban Residential (SR) Zoning Districts may be greater than one hundred fifty feet (150') in length as long as sufficient Fire Department access is provided.

NOT A SENTENCE
Compare 2 above

SECTION 2: That Moscow City Code Title 4, Chapter 7 be amended as follows:

Sec. 7-2. PUD Review - General Administration.

A. Eligibility: Planned Unit Developments are only permitted within the AF, FR, SR, R-1, R-2, R-3, R-4, RO, NB, MB, and GB Zoning Districts. Since the purpose of the Neighborhood Business (NB) Zoning District is to provide commercial services which serve adjacent residential neighborhoods, and PUD proposed within the NB Zone shall incorporate at least one (1) commercial use located along the primary street frontage.

* Because

BA. Stages of PUD Review: Review of a proposed Planned Unit Development or of major modifications to an approved PUD shall consist of three (3) steps: an initial Pre-application Meeting, a Preliminary PUD Review, and Final PUD Review. With the concurrence of the Zoning Administrator, an applicant may combine the PUD Review Hearing with the hearings required for associated subdivision applications or zoning district changes.

CB. Neighborhood Meeting: Following the Pre-Application Meeting, every application submittal for a PUD shall be preceded by a neighborhood meeting, conducted in accordance with this Code, to provide the opportunity for neighboring land owners and residents to meet with the applicant to review and provide comments on the proposed PUD.

DC. Application and Fees: An application for PUD on a form provided by the City, including five (5) copies of the required supplemental PUD application contents listed in this Chapter, shall be made to the City Zoning Administrator for any PUD application made pursuant to this Chapter.

ED. Public Hearings: Public hearing provided for herein shall comply with the notice and hearing procedures contained in Idaho Code Section 67-6509, and Chapter 10 of this Zoning Code.

FE. PUD Application Types: A PUD application which does not include nor require a concurrent subdivision plat application shall be processed and considered a Type 1 PUD application and shall be subject to the Type 1 Quasi-Judicial Hearing procedures of this Code and the Planning and Zoning Commission shall have the final approval authority upon the PUD application. A PUD application which does include a concurrent subdivision plat application shall be processed and considered a Type 2 PUD application and shall be subject to the Type 2 Quasi-

-all caps
None is below

5. Sustainable Development.

Projects which utilize building and/or development techniques which promote the health and preservation of the environment, as specified herein, and are developed under the Moscow Green Building Program, may receive a bonus of up to a maximum bonus of fifteen percent (15%) of the base density allowed for the PUD project.

a. **Energy Conservation:** Up to a six percent (6%) bonus may be awarded for PUD developments which reduce or conserve energy usage. Provision of building design, orientation, methods and equipment which are energy efficient, including solar access consideration, may earn bonuses for the PUD project. Application of such methods may receive a two percent (2%) bonus and include provision of insulation in outside walls which exceed the Code's R-value requirements, installation of Energy Star windows and Energy Star rated HVAC systems. Energy efficient equipment shall include fixtures, controls and appliances that have an Energy Star approval. Use of such equipment may also earn a two percent (2%) bonus. A project can also earn an additional two percent (2%) bonus for using a renewable electricity generation system such as solar panels or wind generated power.

b. **Materials and Resources:** Projects which minimize material use and waste, and which use products that are environmentally friendly may receive up to a six percent (6%) bonus. Construction of smaller homes (as defined by LEED or its equivalent) and which utilize material efficient framing methods may earn a two percent (2%) bonus. Use of local materials and/or environmentally preferred products may earn a bonus of up to two percent (2%), dependant-dependent on a product or manufacturer's label that indicates the place of manufacture is within five hundred (500) miles of the City of Moscow, or is approved as environmentally friendly. Projects which minimize construction waste through material efficient methods and/or by using on-site recycling receptacles for construction materials may receive a two percent (2%) bonus.

c. **Indoor Environmental Quality:** Bonuses may be awarded up to eight percent (8%) of the base density for PUD projects which make an extended effort to improve the on-going indoor environment. Provision of outside air ventilation, exhaust vents, air distribution systems and HVAC air filters that exceed requirements of any applicable Code are eligible for a two percent (2%) bonus. Installation of permanent walk-off mats and central vacuums help to mitigate dirt and dust and may be awarded a two percent (2%) bonus. Homes should be protected from car emissions by tightly sealing walls between the garage and the home, providing an exhaust fan linked to the overhead door, and not locating air handling equipment in the garage; such provisions may be awarded a bonus of two percent (2%). Not providing a garage may satisfy any bonus given for mitigating car exhaust in a garage. The use of finishing products, such as paint or carpeting, which minimize or eliminate toxic fumes that are common in standard products, may be awarded up to an additional two percent (2%) bonus.

d. **Provision of Alternative Mode Transportation Features:** Features which accommodate alternative mode transportation or promote decrease in automobile usage or traffic, such as bus shelters, turnouts, alternative fuel vehicle support facilities, car pool lots, pedestrian paths, bike racks, etc. may be awarded up to a two (2%) percent bonus.

e. **Water Saving Features:** A bonus may be awarded for inclusion of a storm water reuse system, xeriscaping or other water saving development features which are not otherwise required by the Code. Such other water saving features may include those which are sensitive to or which promote aquifer recharge. A ~~total~~ bonus of up to ten percent (10%) may only be

ONLY
 * awarded if both storm water reuse (five percent [5%] maximum bonus) and xeriscaping (five percent [5%] maximum bonus) are incorporated into the development. A detailed written statement and/or plan shall be provided by the applicant to justify a bonus under this category.

6. Provision of Street, Pedestrian and Bicycle Path Connectivity.

Bonuses may be awarded for increasing pedestrian, bicycle and/or vehicular connectivity between the proposed development and existing and/or future neighborhoods. To be awarded the bonus, such connectivity shall be in excess of adopted City policy and standards.

Connectivity shall promote neighborhood connectivity without overwhelming any particular street, bicycle or pedestrian path, or neighborhood. Examples of such connectivity include reduced block length, provision of alleys, extremely limited cul-de-sac utilization, provision of pedestrian and or bicycle paths, and provision of traditional "grid pattern" street system. A maximum ten percent (10%) bonus may be awarded under this category.

7. Landscaping Plan.

"it" A five percent (5%) maximum bonus may be awarded if the applicant provides a landscaping plan that is significantly in excess of the minimum landscaping otherwise required by the Zoning Code and that it would provide significantly greater benefit to the PUD site or the neighborhood.

8. Provision of Low and/or Moderate Income Housing.

Up to a maximum fifteen percent (15%) bonus may be awarded for providing low income, moderate income, and/or fair market rate housing units which make up a minimum of twenty percent (20%) of the total number of housing units in the PUD. For purposes of this Chapter, low and moderate income and fair market rate housing shall generally mean that which meets the quality and pricing requirements set by HUD and the Idaho Housing and Finance Association.

9. Other Functional or Aesthetic Development Features.

which Other qualifying development features which are designed to visually complement or visually preserve the natural environment, especially scenic views, through use of appropriate materials may include, but are not limited to, architectural variety, building mass and height softening features, building location with regard to lot lines (staggered setbacks), the provision of alley access and scenic view corridor preservation for the benefit of others, recessed, side or rear loading garages, and the arrangement of parking such that it is not located within the required front nor street side yard or such that it is located behind or underneath the building(s) and not readily visible from the street. Locating the parking behind or below structures shall warrant a higher bonus than locating the parking outside of the required front and street side yard, where it is visible from the street. The maximum bonus under this category will be up *to*

to ten percent (10%).

...
SECTION 3: That Moscow City Code Title 4, Chapter 8 be amended as follows:

...
Sec. 8-3. Variances.

A. Procedures:

1. A written application for a variance indicating the section(s) of this Zoning Code for which a variance is sought and stating the grounds on which it is requested shall be submitted to the Zoning Administrator at least sixteen (16) days before the hearing at which the matter will be considered by the Board of Adjustment or the Planning and Zoning Commission.

2. The Board of Adjustment or the Planning and Zoning Commission shall hold a hearing on the application not less than sixteen (16) days and not more than sixty (60) days from receipt of application by the Zoning Administrator and shall provide notice to adjoining property owners and an opportunity to be heard in accordance with the Idaho Code and this Code.
 3. The hearing shall be a Type 1 Quasi-Judicial Hearing pursuant to Section 4-10-4 of this Code.
- B. Relevant Criteria and Standards. Approval or denial of a variance application shall be based upon the following criteria:
1. The applicant has demonstrated that special conditions and/or circumstances exist which are peculiar to the property (such as size, shape, topography or location) which are not applicable to other property similarly situated in the same zoning district.
 2. The applicant has demonstrated that, because of the afore-mentioned special conditions of the property, application of the provisions of this Zoning Code would impose undue hardship and would deprive the property owner of rights commonly enjoyed by owners of other property similarly situated in the same zoning district under the terms of this Zoning Code.
 3. Granting of the variance will not be in conflict with the public interest or injurious to property or persons in the vicinity of the subject property.
- C. Reasoned Statement in Writing. Approval or denial of variance application shall be in writing and shall be accompanied by a reasoned statement that explains the criteria and standards considered by the Board of Adjustment or by the Planning and Zoning Commission to be relevant, the relevant contested facts relied upon, and explains the rationale for the decision based upon the Comprehensive Plan, the Idaho Code, this Code, the U.S. Constitution and the facts in the record. The reasoned statement herein may be in the form of minutes when such minutes are adopted by the Board of Adjustment or by the Planning and Zoning Commission or may be in the form of a separate written document formally adopted by the Board of Adjustment or by the Planning and Zoning Commission. In every case, a reasoned statement shall be adopted by the Board or by the Commission not more than twenty-one (21) days following the date of approval or denial of the variance application.
- D. Conditions of Approval: In granting any variance, the Board of Adjustment or the Planning and Zoning Commission may prescribe appropriate conditions and safeguards that enable the Board or the Commission to approve the variance application and ensure the variance is consistent with the purposes, and intents of this Zoning Code.
- E. Use Variances: With respect to uses of land, buildings and other structures, this Zoning Code is declared to be a definition of the public interest by the Council, and the spirit of this Zoning Code will not be observed by any variance which permits a use not permitted in the zoning district involved, or any use expressly or by implication prohibited, by the terms of this Zoning Code in said zoning district. Therefore, under no circumstances shall the Board of Adjustment or the Planning and Zoning Commission grant a variance to permit a use not permitted in the zoning district involved, or any use expressly or by implication prohibited, by the terms of this Zoning Code, in said zoning district.
- F. Final Decision: A decision of the Board of Adjustment or of the Planning and Zoning Commission, granting or denying a variance, shall become final upon the date of adoption of a written reasoned statement in the official records of the Board of Adjustment or of the Planning and Zoning Commission or when the Board or the Commission shall find that making the decision effective immediately is necessary for the preservation of property and/or personal

rights and shall so certify on the record, whichever comes first in time. A decision of the Board of Adjustment or of the Planning and Zoning Commission shall be final, subject to appeal of the decision to the Council pursuant to this Code.

G. Compliance:

1. In the event of failure to comply with the plans approved by the Board of Adjustment or by the Planning and Zoning Commission, or with any conditions imposed upon the variance, such permit shall thereupon be immediately revoked and shall automatically be null and void.
2. Where plans are submitted as part of the application for a variance, modifications of the original plans may be required by the Board of Adjustment or by the Planning and Zoning Commission as a condition of approval.
3. Where plans approved by the Board of Adjustment or by the Planning and Zoning Commission are modified following such approval, such plan modifications must be determined by City staff to be in substantial conformance with the plans approved by the Board or the Commission. If plan modifications are not in substantial conformance, the plan modifications must be resubmitted to the Board or to the Commission for an additional public hearing as an amendment to the variance application.

H. Revocations Term of Approval: The term of approval of a variance shall not exceed two (2) years from the date of the final decision, unless otherwise approved by the Board of Adjustment. The approval shall expire if the holder of the permit has not completed one (1) or more of the following actions prior to the expiration date:

1. Acquired construction permits and commenced placement of permanent footings and infrastructure; or
2. Commenced the use.

I. Extension of Approval Term: The Zoning Administrator may grant one (1) two (2) year extension to an unexpired variance, upon written request of the applicant. Extensions of variances shall also extend any associated zoning approvals such as variances. Prior to the expiration of the two (2) year approval term granted by the Zoning Administrator, the applicant may request an additional time extension from the Board of Adjustment which shall be considered as a regular agenda item. In determining whether to grant the extension request, and the amount of time for which the extension shall be valid, the Board shall take the following factors into consideration:

1. Whether there have been significant amendments to the Comprehensive Plan or Zoning Ordinance which will affect the conditional use permit; or
 2. Whether there have been significant land use changes in the vicinity which would adversely impact the project or be adversely impacted by the project; or
 3. Whether community facilities and services remain adequate to serve the project.
- Should the Board of Adjustment decide not to grant the extension request, then the Variance shall be null and void and the applicant will be required to start from the beginning of the Variance process. If a building permit or occupancy permit pertaining to the variance is not obtained for the subject property within one (1) year from the date of the Board of Adjustment's final decision, such variance shall be immediately revoked and shall be automatically null and void.

...
Sec. 8-4. Conditional Uses.

A. Procedures:

Make clear which extension request - first.

what determines decision as to whether to grant first extension request?

Shouldn't all 3 be considered? ("And")

1. A written application for a Conditional Use Permit indicating the section of this Zoning Code under which the permit is sought and stating the grounds on which it is requested shall be submitted at least twenty-one (21) days before the hearing at which the request is to be considered by the Board of Adjustment.
 2. The Zoning Administrator shall hold a hearing on the conditional use permit application not less than twenty-one (21) days and not more than sixty (60) days from the receipt of the application by the Zoning Administrator, giving notice in accordance with Idaho Code Section 67-6512.
 3. The public hearing shall be a Type 1 Quasi-Judicial Hearing pursuant to Section 4-10-4 of this Code.
 4. Prior to granting a Conditional Use Permit, studies may be required of the social, economic, fiscal, and environmental effects of the proposed conditional use.
- B. Relevant Criteria and Standards. Approval or denial of a Conditional Use Permit application shall be based upon the following criteria:
1. The proposed use is a conditionally permitted use within the Zoning District.
 2. The character of the proposed use will be in harmony with the neighborhood and surrounding land uses.
 3. The proposed use as approved, or as approved with conditions, will not generate nuisances that would be injurious or detrimental to adjoining properties or the neighborhood (including, but not limited to, noise, dust, glare, vibrations, odors, and the like).
 4. The location, design, and size of the proposed use will be adequately served by existing streets, public facilities and services.
 5. The proposed use will not endanger the public health or safety if located where proposed.
 6. The proposed use meets all applicable development standards of the Zoning Code.
 7. The proposed use will not be in conflict with the Comprehensive Plan.
- C. Reasoned Statement in Writing. Approval or denial of a Conditional Use Permit application shall be in writing and shall be accompanied by a reasoned statement that explains the criteria and standards considered by the Board of Adjustment to be relevant, the relevant contested facts relied upon, and explains the rationale for the decision based upon the Comprehensive Plan, the Idaho Code, this Code, the U.S. Constitution and the facts in the record. The reasoned statement herein may be in the form of minutes when such minutes are adopted by the Board of Adjustment or may be in the form of a separate written document formally adopted by the Board of Adjustment. In every case, a reasoned statement shall be adopted by the Board not more than twenty-one (21) days following the date of approval or denial of the Conditional Use Permit application.
- D. Conditions of Approval: The Board of Adjustment may impose conditions including, but not limited to, those (1) minimizing adverse impact on other development; (2) controlling the sequence and timing of development; (3) controlling the duration of development; (4) assuring that development is maintained properly; (5) designating the exact location and nature of development; (6) requiring the provision for on-site or off-site public facilities or services; (7) requiring more restrictive standards than those generally required in an ordinance; and/or (8) requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.

- E. No Precedent or Transfer: A Conditional Use Permit shall not be considered as establishing a binding precedent to grant other Conditional Use Permits. A Conditional Use Permit is not transferable from one (1) parcel of land to another.
- F. Final Decision: A decision of the Board of Adjustment, granting or denying a Conditional Use Permit shall become final upon the date of adoption of a written reasoned statement in the official records of the Board of Adjustment or when the Board of Adjustment shall find that making the decision effective immediately is necessary for the preservation of property and/or personal rights and shall so certify on the record, whichever comes first in time. A decision of the Board of Adjustment shall be final, subject to appeal of decision to the Council pursuant to this Code.
- G. Compliance:
1. In the event of failure to comply with the plans approved by the Board of Adjustment, or with any conditions imposed upon the Conditional Use Permit, such permit shall thereupon be immediately revoked and shall automatically be null and void.
 2. Where plans are submitted as part of the application for a Conditional Use Permit, modifications of the original plans may be required by the Board of Adjustment as a condition of approval.
 3. Where plans approved by the Board of Adjustment are modified following such approval, such plan modifications must be determined by City Staff to be in substantial conformance with the plans approved by the Board. If plan modifications are not in substantial conformance, the plan modifications must be resubmitted to the Board for an additional public hearing as an amendment to the Conditional Use Permit application.
- H. Term of Approval: The term of approval of a Conditional Use Permit shall not exceed two (2) years from the date of the final decision unless otherwise approved by the Board of Adjustment. The approval shall expire if the holder of the permit has not completed one (1) or more of the following actions prior to the expiration date:
1. Acquired construction permits and commenced placement of permanent footings and infrastructure; or
 2. Commenced the use.
- I. Extension of Approval Term: The Zoning Administrator may grant one (1) two (2) year extension to an unexpired Conditional Use Permit upon written request of the applicant. Extensions of Conditional Use Permits shall also extend any associated zoning approvals such as variances. Prior to the expiration of the two (2) year approval term granted by the Zoning Administrator, the applicant may request an additional time extension from the Board of Adjustment which shall be considered as a regular agenda item. In determining whether to grant the extension request and the amount of time for which the extension shall be valid, the Board shall take the following factors into consideration:
1. Whether there have been significant amendments to the Comprehensive Plan or Zoning Ordinance which will affect the conditional use permit; or
 2. Whether there have been significant land use changes in the vicinity which would adversely impact the project or be adversely impacted by the project; or
 3. Whether community facilities and services remain adequate to serve the project.
- Should the Board of Adjustment decide not to grant the extension request, the Conditional Use Permit shall be null and void and the applicant will be required to start from the beginning of the Conditional Use Permit process.

as with
variance
"and"
+
clarity on
which extension request

A. Purpose.

The purpose of the neighborhood meeting is to allow the developer to present the proposal to neighbors and other members of the public prior to the formal public hearing so that the parties can discuss and consider neighborhood impacts, mitigation, design and construction elements, and the like. A further purpose is to allow developers to have related applications considered concurrently by the hearing bodies.

B. When required.

1. A neighborhood meeting shall be required for each of the land use matters below. Where the applicant desires to file more than one (1) application involving the same project and/or property and desires all related applications to be considered within the same hearing, one (1) neighborhood meeting shall be necessary.

2. A neighborhood meeting shall be required as a pre-requisite to filing of an application with the City for the following land use matters:

- a. Annexation,
- b. Request to amend Comprehensive Plan Map land use designation,
- c. Request to amend Zoning District,
- d. Preliminary Plat,
- e. Planned Unit Development, or
- f. Any combination of the foregoing.

C. Notice of meeting.

1. Notice of the neighborhood meeting shall be given to all property owners of record within six hundred feet (600') of the subject property. Such notice shall be provided at least fourteen (14) days before the first neighborhood meeting regarding the subject property. Notice of the neighborhood meeting shall be made by mail to the current or last known address of the property owners of record. Property owners of record shall be determined by review of records in the possession of Latah County. Alternatively, the City may provide a list of property owners to the applicant upon receipt by City of the proper request form and the appropriate fee.

2. Notice shall include a vicinity map, the general nature of the proposal, the size of the land, the number of lots/dwelling units, the date, time and location of the meeting, and the name, address, telephone number and email address of a contact person.

The neighborhood meeting shall be set at a date, time, and place reasonably calculated to facilitate the attendance of the property owners required to receive notice. Evening meetings during the work week are encouraged.

D. Format.

1. General.

The applicant or applicant's representative shall chair and conduct the meeting according to orderly procedures. The Chair should provide the participants in the neighborhood meeting a fair chance to be heard. The Chair will have the authority to recognize participants in the meeting and to maintain order in the conduct of the neighborhood meeting. Formal rules of evidence will not apply during the neighborhood meeting but the Chair may limit the duration of comments or presentation where necessary to give the broadest number of participants the opportunity to express their views.

2. Order.

The neighborhood meeting shall generally be conducted in the following order; however, the meeting should not be so formal that it precludes or unduly limits participation by those in attendance nor should it be so unruly that information gathering and exchange cannot occur:

- a. Opening of the meeting and a call to order,
- b. Introduction of the proposal/project by the applicant and/or the applicant's representatives,
- c. Public comments in support of the application,
- d. Public comments in opposition of the application,
- e. Questions and/or other public testimony,
- f. A response of the applicant (if desired by applicant),
- g. Any related business,
- h. Close of the neighborhood meeting.

3. Other.

Conduct by all participating in the neighborhood meeting should be respectful, should avoid personal attack, and should be directed toward gathering and exchanging information regarding the proposal(s).

E. Scope.

Each neighborhood meeting shall be conducted so that those in attendance can discuss the project/proposal which is the subject of the application(s) to be filed. Where more than one (1) application is to be considered in the same public hearing, the meeting shall include discussion of all related matters. For example, where there is to be a submittal for a rezoning along with a preliminary plat, both shall be thoroughly discussed in the neighborhood meeting.

F. Submission of neighborhood meeting materials to City.

1. Time to submit materials.

Neighborhood meeting materials required to be submitted pursuant to this Chapter shall be submitted with the application(s) and relevant fee(s).

2. Materials to be submitted.

The following shall be submitted to the City with the original filing of the land use application(s) and shall constitute part of such land use application(s):

- a. Time, date and location of the neighborhood meeting,
- b. Names and addresses of property owners to whom notice was sent,
- c. Names and addresses of all attendees,
- d. Summary of comments, suggestions and discussion,
- e. Applicant's response to comments, suggestions and discussion, including any modifications made or intended to be made to the project proposal/application as a result of the neighborhood meeting comments,

f. Materials utilized or submitted (including plans, proposals, designs, power point presentations, maps, handouts, petitions, letters, studies, etc.) shall be submitted with the application for the related project(s).

A verbatim transcript is not required nor is a video and/or audio tape (unless the applicant wishes to submit it). The summary of comments, suggestions and discussion should be extensive enough to allow the reader to understand what occurred.

G. Notice of hearing.

Following receipt by City staff of the required submittals, notice of a public hearing on the related application(s) shall be scheduled before the Planning and Zoning Commission. Notice of such public hearing shall take place not less than thirty-five (3015) days prior to the required public hearing before the Planning and Zoning Commission pursuant to this Code and City policy.

* Keep at 30 days
people's schedules +
it can be a significant change

NOTICE OF PUBLIC HEARING

Legislative Hearing Providing for the Amendment of Title 4, Chapters 4, 7, 8, and 10 of Moscow City Code Regarding Various Zoning Code Amendments.

A public hearing at which you may be present and speak will be conducted before City of Moscow City Council at which time the following proposals will be considered:

1. Legislative Hearing Providing for the Amendment of Title 4, Chapters 4, 7, 8, and 10 of Moscow City Code to Provide for the Insertion of Missing Planned Unit Development Base Densities; Provide for the Allowance of Properties in Rural Zoning Districts to Have Different Lot Frontage and Access Requirements; Provide for the Amendment of the Expiration and Extension Periods for Certain Land Use Actions; and Provide for the Amendment of the Time Period for Public Notice Requirements.

The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed ordinance on July 25, 2018 and recommended approval with no conditions.

HEARING DATE: Monday, August 20, 2018

HEARING LOCATION: Council Chambers on the Second Floor of Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 7:00 p.m.

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

The file containing information on this matter is available for public review at the Community Development Department located in the Paul Mann Building at 221 East Second Street, Moscow, Idaho. Call 883-7035 to get a meeting agenda and further information about the matter.

Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at: www.ci.moscow.id.us/505/Public-Hearing-Notices

Laurie M. Hopkins, City Clerk


Anne Peterson, Deputy City Clerk

Publish: Saturday, August 4, 2018

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/20/2018**Title:** Public Hearing: Open Budget for Fiscal Year 2017-2018 (FY2018)**Responsible Staff:** Gary J. Riedner

Information

DESCRIPTION: The State of Idaho provides a process for cities to amend the original budget appropriation ordinance in accordance with Title 50-1003 of the Idaho Code. Staff is proposing to amend Ordinance 2017-07 due to federal, state and local grant awards, contributions and donations within the Recreation and Culture Fund, the Pumper Fire Truck, computer purchases, street maintenance and other projects. The proposed appropriation change is \$2,019,967. The Administrative Committee reviewed the ordinance on August 13, 2018.

STAFF RECOMMENDATION: Conduct the public hearing upon the Ordinance amending the FY2018 City of Moscow Annual Appropriation Ordinance and upon consideration of testimony presented 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.

PROPOSED ACTIONS: Conduct the public hearing upon the Ordinance amending the FY2018 City of Moscow Annual Appropriation Ordinance and upon consideration of testimony presented 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 action deemed appropriate.

Necessary Resources/Impacts:

N/A

Attachments

FY2018 Open Budget Memo
 Budget Revisions 2018
 NOTICE OF PUBLIC HEARING-amended budget2018
 Ordinance 2018- Open Budget FY2018



MEMORANDUM

To: Gary J. Riedner, City Supervisor/Acting Finance Director
From: Sarah L. Banks, Assistant Finance Director
C: Mayor & City Council
Date: August 6, 2018
Re: Open Budget FY2018

This year there are fourteen changes totaling \$2,019,967 recommended for the FY2018 open budget process. These recommended changes are in anticipation of the public hearing scheduled for August 20, 2018.

General Fund:

In FY2018, the Police Department will receive \$10,000 in grant funds to Purchase Child Passenger Safety Seats. We will receipt these grants in General Fund Federal Grants (101-000-00-431-01) and expense them from Police Operations Reimbursable Grant Supplies (101-072-20-632-02).

Street Fund:

In FY2018, the City will receive \$42,100 in grants for emergency repair/response efforts associated with the 2017/2018 winter weather impacts. We will receipt these grants in Street Federal Grant- Disaster Assistance (105-000-00-431-11). Expenses \$36,000 will come out of Street Maintenance (105-150-40-632-74), and \$6,100 Street Storm Drainage (105-150-40-632-76).

Recreation & Culture Fund:

In FY2018, the Arts Department received unanticipated donations and grants for the City's Community Public Art Projects. The Moscow Public Library committed \$13,806 towards the library's public art project, which was \$10,000 over the anticipated donation of \$3,806. We receipted this \$10,000 donation in Recreation & Culture Contributions and Donations (120-000-00-476-11) and expensed it out of Arts Community Public Art (120-200-30-642-25).

The Idaho Commission of the Arts granted the City of Moscow Entry Track funds totaling \$8,832 for the City's Community Public Arts Projects. We receipted these two separate grants in Recreation & Culture Federal Grant Revenue (120-000-00-431-01). We expensed \$954 out of Arts Community Public Art (120-200-30-642-25), \$2,000 out of Arts Professional Services (120-200-30-642-10), \$3,481 out of Arts Third Street Art Gallery (120-200-30-632-13) and \$2,397 out of Arts Department Supplies (120-200-30-632-40).

Fleet Fund:

In FY2017, the City replaced Unit #526 1993 Pierce Lance Fire Truck with a new Pierce Saber Pumper Fire Truck (\$515,000). The Pumper Fire Truck was ordered, but not received until FY2018. There are two revenue sources for this purchase. The revenue \$515,000 will come from Fleet Beginning Fund Balance (290-000-00-900-01). We expensed the Pumper Fire Truck from Fleet Vehicles Public Safety (290-130-20-770-75).

In FY2018, the Water Department replaced Unit #123 1997 Pacific Tec Power Vac with a new Vacuum Unit. The revenue source for this purchase, \$37,000, came from Fleet Beginning Fund Balance (290-000-00-900-01) and was expensed from Fleet Vehicles – Water (290-130-70-770-75).

Information Systems Fund:

In FY2018, the IS Department purchased \$98,519.22 of computers that were budgeted for FY2017. The revenue source for these unanticipated purchases is Information Systems (IS) Beginning Fund Balance (295-000-00-900-01). Each computer was expensed from the corresponding departments Minor Equipment line within the IS Fund.

- 295-135-10-690-10 \$27,015.83
- 295-135-20-690-10 \$23,832.40
- 295-135-30-690-10 \$12,997.36
- 295-135-40-690-10 \$2,948.58
- 295-135-50-690-10 \$2,269.21
- 295-135-60-690-10 \$3,265.73
- 295-135-70-690-10 \$18,849.45
- 295-135-10-690-15 \$7,340.66

Capital Projects Fund & Hamilton:

In FY2018, the City had three capital projects funded, almost entirely, by unanticipated grant revenues:

1. The City made improvements to the Third Street corridor between Washington St. and Mountain View Rd. We received grant revenues of \$250,000 and receipted them into Capital Projects State Grant Revenues (350-000-00-434-00). The improvement expenses came out of Streets Capital Projects Third St. (350-150-40-770-32).
2. The City made unanticipated Multimodal Improvements of \$178,700. The revenue for these improvements came from two places. We received grant revenues of \$144,050 and receipted them into Streets Capital Projects – Federal Grant – MTI Grow America (350-000-00-431-40). The remaining revenue \$34,650 will come from Capital Projects Beginning Fund Balance (350-000-00-900-01). These Multimodal Improvement expenses will come out of Streets Capital Projects – Multimodal Improvements Project (350-150-40-770-75).

3. The City had unanticipated Pavement Management and Slurry Seal projects of \$477,050. We received grant revenues of \$477,450 and receipted them into Capital Projects State Grant Revenues (350-000-00-434-00). The expenses came out of Streets Capital Projects Pavement Program (350-150-40-770-80).

In FY2018, the City bid the 1912 Center Re-roofing Project. The total expense related to the Re-roofing project was \$266,560. The Heart of the Arts donated \$64,300 towards the project and the revenue was receipted into Parks & Recreation Capital Projects – Donations – Parks & Recreation (350-000-00-476-21). The remaining revenue \$202,260 came from Capital Projects Beginning Fund Balance (350-000-00-900-01). The project was expensed from Parks & Recreation Capital Projects – Building Improvements (350-165-30-770-72).

In FY2018, the Parks & Recreation Department made unanticipated improvements to several Moscow city playgrounds totaling \$102,303. There are three revenue sources for these improvements. Per City Council approval, we will take \$23,503 from Hamilton beginning fund balance (380-000-00-900-01). Bill Parks and Moscow High School Buddy Club donated a total of \$30,000 that we receipted in Parks & Recreation Capital Projects – Donations – Parks & Recreation (350-000-00-476-21). The remaining \$48,800 is coming from Capital Projects Beginning Fund Balance (350-000-00-900-01). We expensed the playground improvements from Parks & Recreation Capital Projects – Playground Equipment (350-165-30-770-76).

BUDGET REVISIONS DETAIL 2018

Explanation

This year there are fourteen changes totaling \$2,019,967 recommended for the FY2018 open budget process. These recommended changes are in anticipation of the public hearing scheduled for August 20, 2018.

General Fund

Revenue

General Fund Federal Grants (1)	\$10,000
Total unanticipated and unallocated revenues	<u>\$10,000</u>

Total Proposed General Fund Use of Funds:

General Fund:

Police Operations Reimbursable Grant Supplies (1)	\$10,000
Total General Fund Proposed Uses	<u>\$10,000</u>

In FY2018, the Police Department will receive \$10,000 in grant funds to Purchase Child Passenger Safety Seats. We will receipt these grants in General Fund Federal Grants (101-000-00-431-01) and expense them from Police Operations Reimbursable Grant Supplies (101-072-20-632-02).

Street Fund

Revenue

Street Federal Grant- Disaster Assistance (1)	\$ 42,100
Total unanticipated and unallocated revenues	<u>\$ 42,100</u>

Total Proposed Street Fund Use of Funds:

Street Fund:

Storm Drainage (1)	\$6,100
Street Maintenance (1)	\$36,000
Total Street Fund Proposed Uses	<u>\$ 42,100</u>

In FY2018, the City will receive \$42,100 in grants for emergency repair/response efforts associated with the 2017/2018 winter weather impacts. We will receipt these grants in Street Federal Grant- Disaster Assistance (105-000-00-431-11). Expenses \$36,000 will come out of Street Maintenance (105-150-40-632-74), and \$6,100 Street Storm Drainage (105-150-40-632-76).

Recreation & Culture Fund:

Revenue

Recreation & Culture Contributions and Donations (1)	\$10,000
Federal Grant Revenue (2)	\$8,832
Total unanticipated and unallocated revenues	<u>\$18,832</u>

Total Proposed Recreation & Culture Use of Funds:

Recreation & Culture Fund:

Arts Community Public Art (1, 2)	\$10,954
Arts Professional Services (2)	\$2,000
Arts Third Street Art Gallery (2)	\$3,481

Arts Department Supplies (2)	\$2,397
Total Recreation & Culture Fund Proposed Uses	<u>\$18,832</u>

In FY2018, the Arts Department received unanticipated donations and grants for the City's Community Public Art Projects. The Moscow Public Library committed \$13,806 towards the library's public art project, which was \$10,000 over the anticipated donation of \$3,806. We receipted this \$10,000 donation in Recreation & Culture Contributions and Donations (120-000-00-476-11) and expensed it out of Arts Community Public Art (120-200-30-642-25).

The Idaho Commission of the Arts granted the City of Moscow Entry Track funds totaling \$8,832 for the City's Community Public Arts Projects. We receipted these two separate grants in Recreation & Culture Federal Grant Revenue (120-000-00-431-01). We expensed \$954 out of Arts Community Public Art (120-200-30-642-25), \$2,000 out of Arts Professional Services (120-200-30-642-10), \$3,481 out of Arts Third Street Art Gallery (120-200-30-632-13) and \$2,397 out of Arts Department Supplies (120-200-30-632-40).

Fleet Fund **Revenues**

Fleet Beginning Fund Balance (1, 2)	\$ 552,000
Total Fleet Resources	<u>\$ 552,000</u>

Total Fleet Proposed Use of Funds:

Fleet Vehicles Public Safety (1)	\$ 515,000
Fleet Vehicles - Water (2)	\$ 37,000
Total Fleet Fund Uses	<u>\$ 552,000</u>

In FY2017, the City replaced Unit #526 1993 Pierce Lance Fire Truck with a new Pierce Saber Pumper Fire Truck (\$515,000). The City ordered the Pumper Fire Truck in FY2017, but did not receive it until FY2018. There are two revenue sources for this purchase. The revenue \$515,000 will come from Fleet Beginning Fund Balance (290-000-00-900-01). We expensed the Pumper Fire Truck from Fleet Vehicles Public Safety (290-130-20-770-75).

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Information Systems Fund **Revenues**

Information Systems Beginning Fund Balance (1)	\$98,519
Total IS Fund Resources	<u>\$98,519</u>

Total Information System Proposed Use of Funds:

IS Minor Equipment - General Government	\$27,016
IS Minor Equipment - Public Safety	\$23,832
IS Minor Equipment - Recreation & Culture	\$12,997
IS Minor Equipment - Streets	\$2,949
IS Minor Equipment - Sanitation	\$2,269
IS Minor Equipment - Sewer	\$3,266

IS Minor Equipment – Water	\$18,849
IS Minor Equipment – Information Systems	\$7,341
Total IS Fund Uses	<u>\$98,519</u>

In FY2018, the IS Department purchased \$98,519.22 of computers that were budgeted for FY2017. The revenue source for these unanticipated purchases is Information Systems (IS) Beginning Fund Balance (295-000-00-900-01). Each computer was expensed from the corresponding departments Minor Equipment line within the IS Fund.

- 295-135-10-690-10 \$27,015.83
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- 295-135-70-690-10 \$18,849.45
- 295-135-10-690-15 \$7,340.66

Hamilton Fund **Revenues**

<u>Hamilton Fund</u>	
Beginning Fund Balance (1)	\$ 23,503
Total Hamilton Resources	<u>\$ 23,503</u>

Total Proposed Hamilton Use of Funds:

Transfer To: Capital Projects (1)	<u>\$ 23,503</u>
<u>Total Hamilton Fund Uses:</u>	<u>\$ 23,503</u>

Capital Projects Fund **Revenues**

Capital Projects State Grant Revenues (1, 3)	\$727,450
Federal Grant – MTI Grow America (2)	\$144,050
Parks & Recreation Capital Projects – Donations – Parks & Rec (4, 5)	\$94,300
Capital Projects Beginning Fund Balance (2, 4, 5)	\$285,710
Transfer In: Hamilton (5)	<u>\$23,503</u>
Total Capital Projects Resources	<u>\$1,275,013</u>

Total Proposed Use of Capital Projects Funds

Streets Capital Projects Third St. (1)	\$250,000
Streets Capital Projects – Multimodal Improvements Project (2)	\$178,700
Streets Capital Projects Pavement Program (3)	\$477,450
Parks & Recreation Capital Projects – Building Improvements (4)	\$266,560
Capital Projects Parks & Rec Playground Equipment (5)	<u>\$102,303</u>
<u>Total Capital Projects Fund Uses:</u>	<u>\$1,275,013</u>

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**NOTICE OF PUBLIC HEARING
PROPOSED AMENDED BUDGET
FOR FISCAL YEAR 2017-2018 (FY2018)
CITY OF MOSCOW, IDAHO**

A PUBLIC HEARING, PURSUANT TO IDAHO CODE SECTION 50-1002, for consideration of amending the budget for the Fiscal Year that begins October 1, 2017 and ends September 30, 2018, will be held in the City Hall Council Chambers, 206 East 3rd Street, Moscow, Idaho, on **Monday, August 20, 2018 at 7:00 p.m.** for the purpose of considering and amending the budget and making amended appropriations to funds for the stated fiscal year, at which time any taxpayer may appear and show cause, if any, why such Proposed Appropriations Ordinance Amendment should or should not be adopted. City Hall is accessible to persons with disabilities. Anyone desiring accommodations for disabilities, please call the City Clerk's office, (208) 883-7015, at least 48 hours prior to the public hearing. The proposed Amended Budget for FY2018 is shown below.

	FY2018 ORIGINAL BUDGET	AMENDED BUDGET	FY2018 FINAL BUDGET
General Fund			
General Government	\$ 7,359,742	\$ 0	\$ 7,359,742
Public Safety	<u>7,874,537</u>	<u>10,000</u>	<u>7,884,537</u>
TOTAL	<u>\$15,234,279</u>	<u>\$ 10,000</u>	<u>\$15,244,279</u>
 STREET FUND	 <u>\$ 3,332,922</u>	 <u>\$ 42,100</u>	 <u>\$ 3,375,022</u>
 TRANSIT CENTER FUND	 <u>\$ 142,682</u>	 <u>\$ 0</u>	 <u>\$ 142,682</u>
 Culture & Recreation			
Parks & Recreation Fund	\$ 2,602,887		\$ 2,602,887
MSDCP	178,168		178,168
1912 Center Fund	106,100		106,100
Art Fund	290,750	\$ 18,832	309,582
Hamilton Trust Fund	<u>229,000</u>	<u>23,503</u>	<u>252,503</u>
Total	<u>\$ 3,406,905</u>	<u>\$ 42,335</u>	<u>\$ 3,449,240</u>
 Water Fund	 <u>\$ 5,801,630</u>	 <u>\$ 0</u>	 <u>\$ 5,801,630</u>
 Sewer Fund	 <u>\$ 8,505,336</u>	 <u>\$ 0</u>	 <u>\$ 8,505,336</u>
 Sanitation Fund	 <u>\$ 5,658,874</u>	 <u>\$ 0</u>	 <u>\$ 5,658,874</u>
 Fleet Management Fund	 <u>\$ 1,795,342</u>	 <u>\$552,000</u>	 <u>\$ 2,347,342</u>
 Information Systems Fund	 <u>\$ 1,598,026</u>	 <u>\$ 98,519</u>	 <u>\$ 1,696,545</u>

Capital Projects Funds

Water Capital Projects Fund	\$ 7,434,164		\$ 7,434,164
Sewer Capital Projects Fund	6,733,433		6,733,433
Sanitation Capital Projects Fund	4,842,984		4,842,984
Capital Projects Fund	4,955,720	\$ 1,275,013	6,230,733
LID Construction Fund	<u>177,000</u>		<u>177,000</u>
Total Capital Construction Funds	\$24,143,301	\$ 1,275,013	\$25,418,314

Debt Service Fund

General Obligation Debt Fund	\$10,247,422		\$10,247,422
Special Assessments Fund	<u>30,000</u>		<u>30,000</u>
Total Debt Service Funds	<u>\$10,277,422</u>	\$ <u>0</u>	<u>\$10,277,422</u>

GRAND TOTAL	<u>\$79,896,719</u>	<u>\$ 2,019,967</u>	<u>\$81,916,686</u>
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GARY J. RIEDNER
CITY OF MOSCOW ACTING FINANCE DIRECTOR

PUBLISH: August 11, 2018 and August 18, 2018

Attachment: NOTICE OF PUBLIC HEARING-amended budget2018 (1792 : Public Hearing: Open Budget for Fiscal Year 2017-2018 (FY2018))

ORDINANCE NO. 2018 – ____

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING ORDINANCE NO. 2017-07, THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; TO APPROPRIATE MONIES IN THE SUM OF EIGHTY ONE MILLION NINE HUNDRED SIXTEEN THOUSAND SIX HUNDRED EIGHTY SIX DOLLARS (\$81,916,686); PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MOSCOW IDAHO AS FOLLOWS:

SECTION 1: That Ordinance No. 2017-07, the Appropriation Ordinance for the City of Moscow, Idaho, for the fiscal year commencing October 1, 2017 and ending September 30, 2018, be and the same is hereby amended as follows:

	FY2018 ORIGINAL BUDGET	AMENDED BUDGET	FY2018 FINAL BUDGET
General Fund			
General Government	\$ 7,359,742	\$ 0	\$ 7,359,742
Public Safety	<u>7,874,537</u>	<u>10,000</u>	<u>7,884,537</u>
TOTAL	<u>\$15,234,279</u>	<u>\$ 10,000</u>	<u>\$15,244,279</u>
 STREET FUND	 <u>\$ 3,332,922</u>	 <u>\$ 42,100</u>	 <u>\$ 3,375,022</u>
 TRANSIT CENTER FUND	 <u>\$ 142,682</u>	 <u>\$ 0</u>	 <u>\$ 142,682</u>
 Culture & Recreation			
Parks & Recreation Fund	\$ 2,602,887		\$ 2,602,887
MSDCP	178,168		178,168
1912 Center Fund	106,100		106,100
Art Fund	290,750	\$ 18,832	309,582
Hamilton Trust Fund	<u>229,000</u>	<u>23,503</u>	<u>252,503</u>
Total	<u>\$ 3,406,905</u>	<u>\$ 42,335</u>	<u>\$ 3,449,240</u>
 Water Fund	 <u>\$ 5,801,630</u>	 <u>\$ 0</u>	 <u>\$ 5,801,630</u>
 Sewer Fund	 <u>\$ 8,505,336</u>	 <u>\$ 0</u>	 <u>\$ 8,505,336</u>
 Sanitation Fund	 <u>\$ 5,658,874</u>	 <u>\$ 0</u>	 <u>\$ 5,658,874</u>
 Fleet Management Fund	 <u>\$ 1,795,342</u>	 <u>\$552,000</u>	 <u>\$ 2,347,342</u>

Information Systems Fund	\$ <u>1,598,026</u>	\$ <u>98,519</u>	\$ <u>1,696,545</u>
Capital Projects Funds			
Water Capital Projects Fund	\$ 7,434,164		\$ 7,434,164
Sewer Capital Projects Fund	6,733,433		6,733,433
Sanitation Capital Projects Fund	4,842,984		4,842,984
Capital Projects Fund	4,955,720	\$ 1,275,013	6,230,733
LID Construction Fund	<u>177,000</u>		<u>177,000</u>
Total Capital Construction Funds	\$24,143,301	\$ 1,275,013	\$25,418,314
Debt Service Fund			
General Obligation Debt Fund	\$10,247,422		\$10,247,422
Special Assessments Fund	<u>30,000</u>		<u>30,000</u>
Total Debt Service Funds	\$10,277,422	\$ <u>0</u>	\$10,277,422
GRAND TOTAL	\$79,896,719	\$ <u>2,019,967</u>	\$81,916,686

SECTION 2: 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.

SECTION 3: EFFECTIVE: This Ordinance shall be in full force and effect from and after its passage, approval and the publication according to law.

THIS ORDINANCE was passed under suspension of the rules. A roll call vote was duly taken and this Ordinance was duly enacted as an ordinance of the City of Moscow at a regular meeting of the City Council held August 20, 2018.

APPROVED by the Mayor this ____ day of August, 2018.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

MOSCOW CITY COUNCIL AGENDA

Meeting Date: 08/20/2018

Title: Single Stream Curbside Recycling Program Modification

Responsible Staff: Tim Davis

Information

DESCRIPTION: For the last several decades, China has served as the end market for roughly half of the world's recyclables. Beginning in July of 2017, the Chinese government imposed a new regulation known as "National Sword 2017" and "Blue Sky 2018" which severely restricts the import of low grade and contaminated recyclables. The policy includes a 0.5% allowable contamination rate, which will be very difficult, if not impossible to reach. The new restrictions have caused worldwide impacts to recycling markets. The west coast, where much of Moscow's recycling is marketed, has been particularly impacted due to the reliance on Chinese markets. These restrictions have effectively flooded the domestic markets and driven the recycling material markets to historic lows. In some cases, the Material Recovery Facilities (MRFs) are increasing processing fees, slowing down the through put and hiring more staff for additional shifts in an effort to meet these new standards. Many MRFs are also charging exorbitant fees for low grade materials that in many cases are ending up in landfills. These low grade materials are collected in local single stream programs and sent to MRFs with the expectation of being recycled, but ultimately end up being landfilled due to lack of domestic markets. The cost to the City of Moscow for collecting these low grade recyclables, which at one time generated revenue, has increased to over \$200 per ton, roughly four times more than had they been disposed of at the local level. Moscow Recycling has just recently received notice, with no warning, that Republic Services, our current MRF provider, is raising single stream processing fees from \$77.00 per ton to \$95.00 per ton and to expect another rate hike raising rates to over \$100 per ton in September.

To maintain the economic viability of the single stream curbside recycling program in Moscow, we must adapt to these dramatic shifts to the world and domestic markets. Staff is seeking City Council authorization to make modifications the single stream recycling program. Immediate and necessary changes will include concentrating our focus on collecting high quality, marketable materials rather than expanded lists of marginal, low grade and difficult to market materials. Staff is proposing to scale back the acceptable items currently being collected in Moscow's single stream recycling program by eliminating (code 3-7) plastics, all plastic bags, aluminum foil and foil trays, pots and pans, shredded paper and aseptic packaging commonly used for juice and broth.

Changes of this level will require an extensive education effort. Staff has had ongoing meetings with LSI/Moscow Recycling regarding this education effort. We plan to assemble an information packet to be delivered door to door by LSI/Moscow Recycling staff to all Moscow utility customers. This effort will also allow LSI/Moscow Recycling staff to speak directly with many customers to explain the changes and answer questions. LSI/Moscow Recycling Outreach Coordinator will also make a presence at the Farmers Market and Latah County Fair to further educate interested customers of these changes. Staff will prepare an article explaining the changes for the Fall Edition of the Talkin' Trash Newsletter to be distributed in September and include information in an upcoming utility bill insert. LSI plans to paint over the existing placard listing current acceptable items on the lids of single stream recycling carts to assist in lessening confusion.

Staff has also been working closely with LSI/Moscow Recycling to explore alternative MRF options from what is currently being used. There are a number of MRFs operating in the Seattle/Tacoma/Portland/Vancouver and Spokane areas. We will be monitoring MRF rates on a monthly basis in an effort to secure the most favorable rates for Moscow. The MRF processing rates and commodity markets have been somewhat of a moving target and by most predictions, will remain that way for the foreseeable future. By implementing the elimination of commodities mentioned above from the single stream recycling, it will afford Moscow better rates from the MRFs that we have spoken to. When the MRFs do a bale break and characterization of materials included, the less amount of low grade materials in the mix create a higher value and marketability. This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

STAFF RECOMMENDATION: Authorize staff to modify the single stream curbside recycling program as presented.

PROPOSED ACTIONS: Authorize staff to modify the single stream curbside recycling program as presented; or take other action deemed appropriate.

Necessary Resources/Impacts

Sanitation Fund

Attachments

SS Recycling Memo 080318
WA ECOLOGY BMP COMMINGLED RECYCLING



City of Moscow

Memo

To: Gary Riedner, City Supervisor

From: Tim Davis, Sanitation Operations Manager

Date: 8/3/2018

Re: Single Stream Curbside Recycling Program

For the last several decades, China has served as the end market for roughly half of the world's recyclables. Beginning in July of 2017, the Chinese government imposed a new regulation known as "National Sword 2017" and "Blue Sky 2018" which severely restricts the import of low grade and contaminated recyclables. The policy includes a 0.5% allowable contamination rate, which will be very difficult, if not impossible to reach. The new restrictions have caused worldwide impacts to recycling markets. The west coast, where much of Moscow's recycling is marketed, has been particularly impacted due to the reliance on Chinese markets. These restrictions have effectively flooded the domestic markets and driven the recycling material markets to historic lows. In some cases, the Material Recovery Facilities (MRFs) are increasing processing fees, slowing down the through put and hiring more staff for additional shifts in an effort to meet these new standards. Many MRFs are also charging exorbitant fees for low grade materials that in many cases are ending up in landfills. These low grade materials are collected in local single stream programs and sent to MRFs with the expectation of being recycled, but ultimately end up being landfilled due to lack of domestic markets. The cost to the City of Moscow for collecting these low grade recyclables, which at one time generated revenue, has increased to over \$200 per ton, roughly four times more than had they been disposed of at the local level. Moscow Recycling has just recently received notice, with no warning, that Republic Services, our current MRF provider, is raising single stream processing fees from \$77.00 per ton to \$95.00 per ton and to expect another rate hike raising rates to over \$100 per ton in September.

To maintain the economic viability of the single stream curbside recycling program in Moscow, we must adapt to these dramatic shifts to the world and domestic markets. As a result, staff will propose to City Council modifications to the single stream recycling program. Immediate and necessary changes proposed will include concentrating our focus on collecting high quality, marketable materials rather than expanded lists of marginal, low grade and difficult to market materials. Staff is proposing to scale back the acceptable items currently being collected in Moscow's single stream recycling program by eliminating (code 3-7) plastics, all plastic bags, aluminum foil and foil trays, pots and pans, shredded paper and aseptic packaging commonly used for juice and broth. Changes to the program, however subtle, will require an extensive public

education effort. Staff has had ongoing meetings with LSI/Moscow Recycling regarding this education effort. We plan to assemble an information packet to be delivered door to door by LSI/Moscow Recycling staff to all Moscow utility customers. This effort will also allow LSI/Moscow Recycling staff to speak directly with many customers to explain the changes and answer questions. LSI/Moscow Recycling Outreach Coordinator will also make a presence at the Farmers Market and Latah County Fair to further educate interested customers of these changes. Staff will prepare an article explaining the changes for the Fall Edition of the Talkin' Trash Newsletter to be distributed in September and include information in an upcoming utility bill insert. LSI plans to paint over the existing placard listing current acceptable items on the lids of single stream recycling carts to assist in lessening confusion.

Staff has also been working closely with LSI/Moscow Recycling to explore alternative MRF options from what is currently being used. There are a number of MRFs operating in the Seattle/Tacoma/Portland/Vancouver and Spokane areas. We will be monitoring MRF rates on a monthly basis in an effort to secure the most favorable rates for Moscow. The MRF processing rates and commodity markets have been somewhat of a moving target and by most predictions, will remain that way for the foreseeable future. By implementing the elimination of commodities mentioned above from the single stream recycling, it will afford Moscow better rates from the MRFs that we have spoken to. When the MRFs do a bale break and characterization of materials included, the least amount of low grade materials in the mix create a higher value and marketability.

Best Management Practices: Commingled Residential Recycling



Due to recent changes in recycling markets, curbside commingled recycling programs may need to be updated to ensure the best use of recyclable materials collected at the curb.

This guide provides best management practices (BMPs) on what recyclables to include in curbside programs and why. These BMPs were developed based on research and input from stakeholders throughout the recycling process – local governments, collectors, material recovery facilities, and end-users. This document is intended for use by local governments and recycling collection companies who design and provide recycling services to residents and businesses.

Commingled curbside recycling

Commingled recycling – also known as mixed or single-stream recycling – require that residents place all recyclables into one bin at the curb. The materials in the bin are picked up by a recycling company and brought to a material recovery facility (MRF). The MRF sorts the material into individual commodity streams such as glass, paper, plastics, and metals.

Commingled recycling has increased in popularity because it is easy for residential customers to put all their recyclables in one cart, costs cities less money, and increases recycling collection rates.

However, due to confusion about what is recyclable and what is not, residents often contaminate recyclable material by placing garbage and other non-recyclable items in the commingled bin. In some cases, accepted materials can even cross-contaminate other recyclables in the bin.

Ecology has been working with stakeholders to track contamination issues for many years, and has published two studies:

- [Optimizing the Commingled Recycling Systems in Northwest Washington](#)
- [Beyond the Curb - Tracking the Commingled Residential Recyclables from Southwest WA](#)

High levels of contamination in commingled recycling programs have led to challenges in finding end markets for collected materials.

Solid Waste Management Program

Recent changes in recycling regulations

Beginning in July 2017, the Chinese government imposed a new regulation – known as “National Sword 2017” and “Blue Sky 2018.” These regulations restrict the import of low-grade and contaminated recyclables.

China accepted more than 50 percent of the world's exported recyclables for almost two decades. While recyclable material fuels China's industries, contamination in the imported material has caused high levels of waste and environmental pollution.

China's new regulation started with restrictions on the importation of 24 materials including low-grade post-consumer plastics (codes 3-7) and unsorted paper (mixed waste paper). The list of restricted materials may increase in 2018 and 2019. The policy includes a strict 0.5 percent limit on the amount of contamination allowed for other imported recyclables. In addition, China severely limited the number of import licenses issued for recyclable materials.

The new restrictions have caused worldwide impacts in recycling markets. The west coast and Washington state are particularly impacted due to the reliance on Chinese markets because of the close proximity, relatively low cost, and ease of shipping recyclable materials to China.

Reconsidering curbside recycling programs

In response to the dramatic shift in markets, local municipalities should reconsider what is accepted in commingled curbside recycling programs. Focus should be placed on collecting high quality materials instead of large quantities of marginal materials.

Deciding your acceptance list

When deciding on your acceptance list, work closely with your MRF to get answers to these questions:

- What material grade and specifications does it meet? Are there markets for these specifications?
- Will this material be sorted at the MRF from other materials so it is “mill ready” and doesn't require further sorting to remove contaminants?
- Where is this material going after it leaves the MRF? Are there viable end markets for this material?
- Is this material really getting recycled – meaning, is it manufactured into new products? Can you get documentation that the materials are really getting recycled?
- How does the material impact other material streams? If it is mixed into other streams, is it a contaminant that needs to be thrown away (an out-throw)? Is it forbidden in the material stream because it causes problems in processing (prohibitive)?

If your answers to these questions suggest the materials are not readily recycled or negatively impact the quality of other materials in the recycling system, do not add them to your materials acceptance list.

Solid Waste Management Program



Yes ✓ Include in your commingled cart

Paper (including office and notebook paper, newspaper, phone directories, mail, catalogues, magazines, and cereal or cracker boxes)

Why? Paper is compatible with commingled collection and processing systems. Local and export end-use markets use recycled paper to create mixed or corrugated paper grades.

BMP: Paper should be clean and dry. No shredded paper.

Corrugated cardboard

Why? Cardboard is compatible with commingled collection and processing systems. There are strong local and export end-use markets for these materials.

BMP: Cardboard boxes should be clean, dry, and flattened. Discourage setting cardboard outside of the bin where it is exposed to rain and moisture.

Plastic bottles and jugs (clear, colored, and natural)

Why? Bottles and jugs (usually PET (#1) and HDPE (#2)) are compatible with commingled collection and processing systems. There are strong local and export end-use markets for these materials.

BMP: Refer to the shape of the bottle or jug to determine if the item is recyclable, instead of relying on the resin number.

Steel and aluminum cans

Why? Cans are compatible with commingled collection and processing systems. Local end-use markets recycle cans into scrap steel or used beverage container grades.

BMP: Do not crush cans. Lids from steel cans should remain attached or securely placed within the can and squeezed to keep them from falling out. Loose metal lids should be thrown away, as they are commonly missorted into paper bales and cause safety hazards for employees.

Solid Waste Management Program

No! Do not include in your commingled cart

Plastic bags and film

Why? Plastic bags and film wrap around MRF machinery. This costs MRFs time and labor to cut plastic film off equipment and causes safety hazards for employees. Plastic bags and film are one of the biggest problem at MRFs.

BMP: Return plastic bags to participating retail stores. Consider implementing [Wrap Recycling Action Program \(WRAP\)](#), a national public awareness and outreach initiative by the American Chemistry County, for plastic wraps, bags, and flexible packaging recycling.

Shredded paper

Why? Shredded paper falls through the processing system at the MRF and ends up as garbage. Shredded paper contaminates other recyclable materials.

BMP: Take shredded paper to shred events in your community or throw in the garbage. Limit shredding paper – only shred paper with sensitive information instead of whole documents.

Food-soiled or greasy paper

Why? Greasy or food soiled paper is considered a contaminant in paper markets. Items contaminated with food can mold and attract vectors such as rats.

BMP: Put greasy and food-soiled paper in the garbage.

Pizza boxes

Why? Pizza boxes are typically contaminated with food and grease. Items contaminated with food can mold and attract vectors such as rats.

BMP: Put pizza boxes in the garbage.

Wet cardboard and paper

Why? Wet cardboard and paper can mold or dry into hard, unrecyclable blocks of fiber. Water and moisture is considered a contaminant.

BMP: Keep cardboard and paper dry. Put wet cardboard and paper in the garbage.

Plastic cups, trays, and clamshells

Why? Plastic drinking cups, trays, and clamshells are easily flattened in the collection and processing system, ending up mixed in with paper and not recycled. They often are contaminated with food. Different plastic grades melt at different temperatures. In addition, they often have added stickers that are difficult to remove and incompatible with the recycling process.

BMP: Put plastic cups, trays, and clamshells in the garbage.

Scrap metal and pots and pans

Why? Metal pots and pans can cause damage to MRF equipment. Scrap metal can cause safety hazards in collection and processing systems.

BMP: Take scrap metal to metal recycling locations.

Solid Waste Management Program

Aluminum foil and trays

Why? Aluminum trays and foil burn up during processing because they melt at lower temperatures than aluminum cans. They have no value in the recycling system. This material also ends up contaminating paper bales, as it is easily flattened and can move through the processing system like paper. Aluminum is usually contaminated with food as well.

BMP: Throw aluminum foil and trays in garbage.

Textiles

Why? Clothing and textiles can wrap around MRF machinery and contaminate material streams.

BMP: Donate to charity organizations. Some charities participate in local programs such as [Threadcycle](#) where old and worn out clothing and textiles are reused or recycled.

Use caution before including in your commingled cart

Talk with your hauler, MRF, and end-users to decide if the following materials should be included in your commingled recycling cart.

Glass

Why? Glass breaks in curbside bins and at MRFs. Domestic paper mills cannot use paper from commingled recycling programs because it is contaminated with broken glass. Broken glass causes damage to paper processing machinery and degrades the value of paper fiber. In addition, glass is heavy and expensive to transport for processing. Glass collected in commingled systems has limited uses and often ends up as road fill and alternative daily cover in landfills.

BMP: Collect glass separately from other materials. This prevents broken glass from contaminating paper fiber. Send glass to a secondary processor, when possible.

Paper cups, cartons, and aseptic containers (unless separated by MRF for specific markets)

Why? Paper products that hold liquids (polycoated paper cups, cartons, and aseptic containers) do not break down in water and contaminate paper at kraft paper mills. Cartons are prohibited in mixed paper bales by Chinese import regulations. These products are usually contaminated with food and liquids as well.

BMP: Sort cups, cartons, and aseptic containers into separate bales, if specialized end markets are available. Require MRFs to provide documentation regarding end-market availability.

Frozen and refrigerated food boxes (wet-strength paperboard)

Why? Paper products intended to be frozen or refrigerated (wet-strength) do not break down in water and contaminate paper at kraft paper mills.

BMP: Collect only if end markets are available. Rinse and sort with cartons and aseptic containers.

Paper egg and berry cartons

Why? Due to possible food contamination, paper egg and berry cartons in paper bales are prohibited by Chinese customs. They are also made from low quality paper fiber and have limited end-markets.

BMP: Collect only if end markets are available.

Solid Waste Management Program

Plastic caps and lids

Why? Most – but not all – MRFs can process plastic bottles with caps left on allowing them to “follow the bottle” through the MRF. Check with your MRF before promoting “caps on.” If the caps and lids are not attached to the bottle, they contaminate paper or end up as garbage. Lids from dairy tubs should be discarded.

BMP: If your MRF approves, keep plastic caps on empty bottles. Put all other lids in the garbage.

Other plastics

Why? Optical sorters commonly sort plastic containers incorrectly (i.e. PS or PVC plastic containers are sorted as PET). MRFs that use hand sorters instead of, or in addition to optical sorters may be able to process PS or PVC containers. Larger plastics such as lawn furniture and kids toys are difficult to collect at the curb and may be too big for some MRF conveyor belts. Conversely, small items such as bottles smaller than 8oz can fall through the processing system, can contaminate other sorted materials, and may not be recovered. These plastics do not have reliable end-markets.

BMP: Check if your MRF can handle these materials. Require that plastics are sorted by resin type into market-ready bales. Instead of a mixed plastic (#3-7 bale), sort plastics into separate market-ready bales, including low-density polyethylene (#4 LDPE), polypropylene (PP, #5) and polystyrene (PS, #6 not expanded). Require documentation from MRFs that plastics will be sorted by specific resin types into “mill ready” bales. Require documentation that the plastics were sold and delivered to viable end-markets.

Metal aerosol cans

Why? Since aerosol cans are pressurized, they can threaten the safety of MRF facility staff. Full or partly full cans contain hazardous chemicals, so it is important they be disposed of properly.

BMP: Take full or partly full aerosol cans to county household hazardous waste facilities. Check if your MRF can handle empty aerosol cans.

Following these best management practices and focusing on collecting high quality materials should lead to less contamination and more real recycling, where materials are clean, marketable and can be used as feedstocks to create new products.

Contact information

Alli Kingfisher

(509) 329-3448

Alli.kingfisher@ecy.wa.gov

Special accommodations

To request ADA accommodation including materials in a format for the visually impaired, call Ecology at 360-407-6707 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TTY at 877-833-6341.

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/20/2018**Title:** Third Street Corridor Multimodal Improvements - Phase I Bid Results**Responsible Staff:** Les MacDonald

Information

DESCRIPTION: The City published an advertisement for bids on July 28, 2018 for the Third Street Corridor Multimodal Improvements - Phase I project. The base bid for this project phase includes the installation of approximately 1,650 linear feet of sidewalk, 25 pedestrian ramps, 5 bulb-outs, concrete curb, driveway approaches, retaining walls, stormwater pipe and catch basins on Third St from Hayes St to Mountain View Rd. The base bid also includes the installation of school zone flashing beacons around Moscow High School and Lena Whitmore Elementary and pedestrian hybrid beacons at the Third St and Mountain View Rd pedestrian crossing. An "Add Alternate Bid" was included for the installation of two raised crosswalks and associated work items at the intersections of Third St & Monroe St and Third St and Cleveland St.

The total Engineer's estimate for the project was \$445,829.88, which consisted of \$357,709.88 for the base bid and \$88,120.00 for the Add Alternate bid.

Bid opening for the project took place on August 14, 2018, at which one bid was received. McCall's Classic construction was the apparent low bidder on the project, with bids of \$388,813.13 for the base project and \$92,235.25 for the raised crosswalks alternative. A complete bid tabulation is attached.

STAFF RECOMMENDATION: Accept the low bid from McCall's Classic Construction, award the contract for base bid only in the amount of \$388,813.13, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS: Accept the low bid from McCall's Classic Construction, award the contract for base bid only in the amount of \$388,813.13, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount; reject the bid; or take other such action deemed appropriate.

Necessary Resources/Impacts

(PERSONNEL) City staff will administer the construction contract and inspection

08/20/18	350.150.40.770.32 · Fed Grant Third Street LHSIP	\$250,000.00
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Children Pedestrian Safety Grant

08/20/18	350.150.40.770.80 · Pavement Management Program	\$113,813.13
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08/20/18	350.150.40.770.73 · Capital Projects Sidewalk Improvements	\$25,000.00
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Total: \$388,813.13

Attachments

Third Street Corridor Multimodal Improvements Phase I - Bid Tabulation
Construction Agreement

Third Street Corridor Multimodal Improvements - Phase I
Bids Opened 8/14/2018

Base Bid

Item No.	Item Description	Qty.	Unit	Price	Total
1	Mobilization	1	L.S.	\$32,500.00	\$32,500.00
2	Excavation	256	C.Y	\$30.00	\$7,680.00
3	Remove / Dispose of Bituminous Surface	190	S.Y.	\$25.00	\$4,750.00
4	Remove / Dispose of Concrete Sidewalk	395	S.Y.	\$30.00	\$11,850.00
5	Remove / Dispose of Concrete Curb	750	L.F.	\$10.00	\$7,500.00
6	Remove / Dispose of Concrete Driveway Approach	203	S.Y.	\$25.00	\$5,075.00
7	Remove / Dispose of Drainage Structure	3	EA.	\$1,500.00	\$4,500.00
8	Remove, Dispose, Relocate Misc. Vegetation	1	L.S.	\$5,000.00	\$5,000.00
9	Catch Basin	10	EA.	\$2,500.00	\$25,000.00
10	8-Inch Storm Sewer Pipe (Class D Backfill)	155	L.F.	\$60.00	\$9,300.00
11	Concrete Curb Type "A"	750	L.F.	\$20.00	\$15,000.00
12	Concrete Curb and Gutter Type "B"	50	L.F.	\$25.00	\$1,250.00
13	Concrete Rolled Curb Type "C"	30	L.F.	\$25.00	\$750.00
14	Concrete Sidewalk	825	S.Y.	\$55.00	\$45,375.00
15	Reinforced Concrete Sidewalk	100	S.Y.	\$75.00	\$7,500.00
16	Pedestrian Curb Ramp	25	EA.	\$2,000.00	\$50,000.00
17	Reinforced Driveway Approach	226	S.Y.	\$75.00	\$16,950.00
18	Segmental Block Wall	390	S.F.F	\$35.00	\$13,650.00
19	Hot Mix Asphalt Patching	40	TON	\$300.00	\$12,000.00
20	Inlet Protection	11	EA.	\$100.00	\$1,100.00
21	Adjust Utilities	1	EA.	\$500.00	\$500.00
22	Plastic Crosswalk Line	432	S.F.	\$15.00	\$6,480.00
23	Plastic Stop Line (12" wide)	25	S.F.	\$15.00	\$375.00
24	Tubular Markers	10	EA.	\$200.00	\$2,000.00
25	Remove and Reset Signs	6	EA.	\$300.00	\$1,800.00
26	School Zone Flashing Beacon Installation	1	L.S.	\$10,000.00	\$10,000.00
27	Pedestrian Hybrid Beacon Installation	1	L.S.	\$15,000.00	\$15,000.00
28	Owner Provided Equipment Use Fee	1	L.S.	\$2,324.88	\$2,324.88
29	Misc. Landscaping & Surface Restoration	1	L.S.	\$10,000.00	\$10,000.00
30	Traffic Control	1	L.S.	\$12,500.00	\$12,500.00
31	Construction Surveying & Staking	1	L.S.	\$20,000.00	\$20,000.00
TOTAL =				\$357,709.88	

Engineers Estimate

Bid From:

Price	Total
\$30,000.00	\$30,000.00
\$45.00	\$11,520.00
\$24.50	\$4,655.00
\$32.75	\$12,936.25
\$8.50	\$6,375.00
\$38.50	\$7,815.50
\$2,200.00	\$6,600.00
\$2,500.00	\$2,500.00
\$2,600.00	\$26,000.00
\$68.00	\$10,540.00
\$20.00	\$15,000.00
\$50.00	\$2,500.00
\$40.00	\$1,200.00
\$49.50	\$40,837.50
\$58.50	\$5,850.00
\$3,500.00	\$87,500.00
\$63.00	\$14,238.00
\$32.50	\$12,675.00
\$280.00	\$11,200.00
\$120.00	\$1,320.00
\$500.00	\$500.00
\$18.00	\$7,776.00
\$22.00	\$550.00
\$400.00	\$4,000.00
\$400.00	\$2,400.00
\$5,000.00	\$5,000.00
\$2,500.00	\$2,500.00
\$2,324.88	\$2,324.88
\$12,500.00	\$12,500.00
\$15,000.00	\$15,000.00
\$25,000.00	\$25,000.00
TOTAL =	\$388,813.13

Alternative Bid #1 - Raised Crosswalks				Engineers Estimate		McCall's Classic Construction	
Item No.	Item Description	Qty.	Unit	Price	Total	Price	Total
1	Mobilization	1	L.S.	\$11,500.00	\$11,500.00	\$14,000.00	\$14,000.00
2	Excavation	27	C.Y	\$30.00	\$810.00	\$45.00	\$1,215.00
3	Remove / Dispose of Bituminous Surface	208	S.Y.	\$25.00	\$5,200.00	\$24.50	\$5,096.00
4	Remove / Dispose of Concrete Sidewalk	48	S.Y.	\$30.00	\$1,440.00	\$32.75	\$1,572.00
5	Remove / Dispose of Concrete Curb	100	L.F.	\$10.00	\$1,000.00	\$8.50	\$850.00
6	Remove / Dispose of Concrete Driveway Approach	7	S.Y.	\$25.00	\$175.00	\$38.50	\$269.50
7	Remove / Dispose of Drainage Structure	2	EA.	\$1,500.00	\$3,000.00	\$2,200.00	\$4,400.00
9	Catch Basin	5	EA.	\$2,500.00	\$12,500.00	\$2,600.00	\$13,000.00
10	8-Inch Storm Sewer Pipe (Class D Backfill)	73	L.F.	\$60.00	\$4,380.00	\$68.00	\$4,964.00
11	Concrete Curb Type "A"	100	L.F.	\$20.00	\$2,000.00	\$20.00	\$2,000.00
14	Concrete Sidewalk	75	S.Y.	\$55.00	\$4,125.00	\$49.50	\$3,712.50
16	Pedestrian Curb Ramp	4	EA.	\$2,000.00	\$8,000.00	\$3,500.00	\$14,000.00
19	Hot Mix Asphalt Patching	11	TON	\$300.00	\$3,300.00	\$280.00	\$3,080.00
20	Inlet Protection	4	EA.	\$100.00	\$400.00	\$120.00	\$480.00
22	Plastic Crosswalk Line	216	S.F.	\$15.00	\$3,240.00	\$17.50	\$3,780.00
24	Tubular Markers	2	EA.	\$200.00	\$400.00	\$350.00	\$700.00
25	Remove and Reset Signs	1	EA.	\$300.00	\$300.00	\$400.00	\$400.00
32a	Reinforced Concrete Raised Crosswalk	155	S.Y.	\$70.00	\$10,850.00	\$58.50	\$9,067.50
32b	Asphalt Raised Crosswalk	155	S.Y.	\$100.00	\$15,500.00	\$62.25	\$9,648.75
				TOTAL =	\$88,120.00	TOTAL =	\$92,235.25

CONSTRUCTION AGREEMENT
FOR THIRD STREET CORRIDOR MULTIMODAL IMPROVEMENTS – PHASE I
BETWEEN CITY OF MOSCOW, IDAHO
AND MCCALL’S CLASSIC CONSTRUCTION, INC.

THIS CONSTRUCTION AGREEMENT FOR THIRD STREET CORRIDOR MULTIMODAL IMPROVEMENTS – PHASE I BETWEEN CITY OF MOSCOW, IDAHO AND MCCALL’S CLASSIC CONSTRUCTION, INC. (hereinafter “Agreement”), dated this ____ day of _____, 2018, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and McCall’s Classic Construction, Inc., 945 Beachview Boulevard, Clarkston, Washington, 99403 (hereinafter "CONTRACTOR");

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY, extended through a "Solicitation for Bids", CONTRACTOR submitted a proposal containing an offer invited by said solicitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive bid; and

WHEREAS, CITY has accepted CONTRACTOR’s bid;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

ARTICLE 1.
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through five (5), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: Third Street Corridor Multimodal Improvements – Phase I
City of Moscow Project No. 106-018
3. Bid/Proposal of CONTRACTOR, dated August 14, 2018, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds and Insurance Certificates, physically attached to this Agreement;
6. One Addendum issued prior to opening of bids;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the General Conditions.

ARTICLE 2. WORK

CONTRACTOR shall complete the entire work as specified, indicated, and required under the Contract Documents contained herein under Article 1., for CITY project (hereinafter “Project”) titled:

“Third Street Corridor Multimodal Improvements – Phase I”

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or before November 2, 2018. The work shall be completed within Sixty (60) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Three Hundred Eighty-Eight Thousand Eight Hundred Thirteen and 13/100 Dollars (\$388,813.13) for Base Bid, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Three Hundred Eighty-Eight Thousand Eight Hundred Thirteen and 13/100 Dollars (\$388,813.13) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

The Parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR's employees, agents, representatives or subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgements for damages, or any injuries or damages received or sustained by any person, persons, or property and losses, and expenses, and other

costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the Project Engineer/Engineer and CITY.

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10. ADHERENCE TO LAW REQUIRED

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

ARTICLE 11. EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section shall include, but not be

limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12. LEGAL FEES

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

ARTICLE 13. JURISDICTION AND VENUE

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

ARTICLE 14. SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into the Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

ARTICLE 15. COMMUNICATIONS

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following addresses:

Contractor:	McCall's Classic Construction, Inc.	City:	City Engineer
	945 Beachview Boulevard		City of Moscow
	Clarkston, Washington 99403		206 East Third Street
			P O Box 9203
			Moscow, Idaho 83843

ARTICLE 16. APPROPRIATIONS AND APPROVAL

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

ARTICLE 17.
APPROVAL REQUIRED

This Agreement shall not become effective or binding until approved by the City of Moscow.

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

Contractor: McCall's Classic Construction, Inc.

City: City of Moscow, Idaho

By: _____

Bill Lambert, Mayor

ATTEST:

By: _____

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2018, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for McCall's Classic Construction, Inc.

(seal)

Notary Public residing at: _____
My commission expires: _____

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/20/2018**Title:** Discussion Regarding Educational Institutions in the Central Business District**Responsible Staff:** Bill Belknap

Information

DESCRIPTION: During the recent Zoning Code update that was passed by the Council on May 21st, questions were raised by Council regarding the allowance of Educational Institutions (colleges and universities) within the Central Business (CB) Zoning District. The City Council approved the Zoning Code amendment as presented, but requested that the Administrative Committee continue the discussion regarding the allowance of educational uses within the CB Zoning District. Staff will provide a presentation upon the history of the CB Zone and the 2005 City Code amendment that addressed educational uses including schools, commercial schools and educational institutions within the City's Commercial Zoning Districts and seek further Council direction.

STAFF RECOMMENDATION: Receive report and provide Staff further direction.

PROPOSED ACTIONS: Receive report and provide Staff further direction.

Necessary Resources/Impacts

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

Attachments
