

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, June 24, 2019

3:00 PM

Council Chambers
206 E. Third St.

REGULAR AGENDA

1. Approval of June 10, 2019 Public Works / Finance Committee Minutes (ACTION ITEM)
- Caylee Birge

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes, amend minutes, or provide staff further direction.

2. Sanitary Sewer Service To Appaloosa Court (ACTION ITEM) - Bob Buvel / Tyler Palmer

The Appaloosa Trailer Court is located on the Old Pullman Highway outside of the Moscow city limits. The property currently contains approximately 66 mobile home spaces. The Idaho Department of Environmental Quality (DEQ) has notified the owner of the property that the septic system currently serving the trailer court is out of compliance with DEQ wastewater treatment regulations. In an effort to bring the property into compliance, the owner Mr. Rusty Olps, is proposing a plan to connect the property's sanitary sewer system to the City of Moscow's sewer system by constructing approximately 4,000 feet of sewer main across University of Idaho property. Should the City agree to serve the property, Mr. Olps is also requesting that he only be charged sanitary sewer general facility charges for only the 44 slots that are currently occupied and that the City of Moscow standard charge of double the normal monthly rates for properties outside city limits be reduced to one and a half times the monthly rate. It should be noted that Mr. Olps is not requesting annexation of the property.

PROPOSED ACTIONS: Consider request of Rusty Olps to be allowed to connect the existing Appaloosa Mobile Home Court to the City's sanitary sewer system and provide direction on the following items: 1. Will Serve Letter: Provide direction to staff to issue a Will-Serve letter for the Appaloosa Mobile Home Court without annexation; Provide direction to issue a Will-Serve letter for the Appaloosa Mobile Home Court upon the condition of annexation; or provide staff further direction. 2. Future Property Use Restriction: Require the property owner to enter development agreement restricting the use of the proposed sewer service to that of the existing mobile home development, and that any further development or redevelopment must be approved by the City Council; provide sanitary sewer service with no restrictions; or provide staff further direction. 3. General Facilities Charges: Require the payment of General Facilities Charges (GFC) for all occupied spaces and enter into an agreement with the owner to pay the then current GFC fees at that time that any future dwelling units are installed upon the current vacant spaces; Required the owner to pay GFCs for all 66 available spaces; or provide staff further direction. 4. Monthly Sewer Service Fees: Direct staff to establish a special sewer service rate of 150% of the in-City service rates to be applied to the Appaloosa Mobile Home

Court; Direct Staff to charge the current out-of-City rate of 200% of the in-City rate to the Appaloosa Mobile Home Court; or provide staff further direction.

3. Indian Hills 9th Phase 2 Design Standard Variance (ACTION ITEM) - Bob Buvel

The City of Moscow executed a Development Agreement with Indian Hills Trading Company, LLC on July 31, 2018. The agreement requires the developer to construct the standard public improvements along the Myrtle Street right-of-way. The improvements are expected to be constructed by October 31, 2019. Public Works received a request from the developer for a variance from the requirement that sidewalks be installed on both sides of Myrtle Street, and that they be required to construct sidewalk along the west side only. The development agreement for Indian Hills 8th Addition included a clause allowing deferment of the Myrtle Street public improvements. Similarly, the development agreement for Indian Hills 9th Addition, executed on July 31, 2018 restated the condition. Design standards for all City streets have long required the installation of sidewalk on both sides of the street. Staff has determined that no special conditions exist peculiar to the property that merit approval of the variance.

PROPOSED ACTIONS: Recommend denial of the variance request and require Indian Hills Trading Company to install sidewalks on both sides of Myrtle Street in accordance with City standards and the development agreement, or recommend approval of the variance request, or provide staff further direction.

4. State/Local Agreement – Project Development – 3rd Street Safety Improvements Phase 1 (ACTION ITEM) Alisa Anderson / Nate Suhr

In 2017 the City applied for a grant through the Local Highway Technical Assistance Council (LHTAC) under the Local Highway Safety Improvement Program (LHSIP) which managed by LHTAC on behalf of the Idaho Transportation Department (ITD). The City has been awarded \$388,246 in federal funds requiring a 7.34% match of \$30,754 with total project costs estimated at \$419,000. The project is located on Third Street from Lieualen Street to 150' east of Lilly Street. The project will include installation of LED luminaries to increase night-time visibility, replacement of sidewalk, curb, and gutter while eliminating unused existing driveways. The Moscow Urban Renewal Agency will also contribute to the project in assisting with funding for the luminaries as part of their goal to improve infrastructure amenities within the Legacy Crossing District. An aerial map is attached to this report showing the location of the Phase 1 proposed improvements. The City has received a State/Local Agreement from ITD for Project Development of Phase I of this project which is attached to this report requiring a \$2,000 deposit for incidental services referred to in the Agreement. Funds to pay the 7.34% match are including in the FY2019 and proposed FY2020 budgets transferred from the 6th Street Pedestrian Improvements LHSIP project which has been deferred to be bid with this project scheduled for construction in FY2021.

PROPOSED ACTIONS: Recommend approval of the State/Local Agreement (Project Development) and corresponding Resolution, Project No. A020(483) 3rd Street Safety Improvements Phase 1, Moscow, Latah County, Key No. 20483, or provide staff further direction.

5. State/Local Agreement – Project Development – 3rd Street Safety Improvements Phase 2 (ACTION ITEM) Alisa Anderson/Nate Suhr

In 2018 the City applied for a grant through the Local Highway Technical Assistance Council (LHTAC) under the Local Highway Safety Improvement Program (LHSIP) which managed by LHTAC on behalf of the Idaho Transportation Department (ITD). The City has been awarded \$285,393 in federal funds requiring a 7.34% match of \$22,607 with total project costs estimated at \$308,000. The project is located on Third Street 150' east of Lieualen Street to Jackson Street. The project will include installation of LED luminaries to increase night-time visibility, replacement of sidewalk, curb, and gutter while eliminating unused existing driveways. The Moscow Urban Renewal Agency will also contribute to the project in assisting with funding for the luminaries as part of their goal to improve infrastructure amenities within the Legacy Crossing District. An aerial map is attached to this report showing the location of the Phase 2 proposed improvements. The City has received a State/Local Agreement from ITD for Project Development of Phase 2 of this project which is attached to this report requiring a \$2,000 deposit for incidental services referred to in the Agreement. Funds to pay the 7.34% match are including in the FY2019 and proposed FY2020 budgets transferred from the 6th Street Pedestrian Improvements LHSIP project which has been deferred to be bid with this project scheduled for construction in FY2021.

PROPOSED ACTIONS: Recommend approval of the State/Local Agreement (Project Development) and corresponding Resolution, Project No. A021(997) 3rd Street Safety Improvements Phase 2, Moscow, Latah County, Key No. 21997, or provide staff further direction.

REPORTS

Police Grants Update – Alisa Anderson / Roger Lanier / Eric Warner

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.

COMMITTEE STAFF REPORT

DATE: Monday, June 24, 2019



RESPONSIBLE STAFF

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Approval of June 10, 2019 Public Works / Finance Committee Minutes (ACTION ITEM) - Caylee Birge

DESCRIPTION

STAFF RECOMMENDATION

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve minutes, amend minutes, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. minPWF20190610

Public Works / Finance Committee



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, June 10, 2019

3:00 PM

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

REGULAR AGENDA

The meeting was called to order at 3:00 p.m.

PRESENT: Art Bettge, Gina Taruscio, Brandy Sullivan

ABSENT: Jim Boland

STAFF: Mayor Bill Lambert, Jen Pfiffner, Sarah Banks, Mia Bautista, Leah Carlson, Bill Belknap, Caylee Birge

1. Approval of May 28, 2019 Public Works / Finance Committee Minutes (ACTION ITEM) - Caylee Birge

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes, amend minutes, or provide staff further direction.
The minutes were approved as presented.

2. Disbursement Report May 2019 (ACTION ITEM) - Sarah Banks

Staff will present the Accounts Payable Report for the month ending May, 2019.

ACTION: Sign the Disbursements Report for the month of May, 2019.

Banks presented the disbursement report. Major expenditures included the property for the new police facility, Lola Clyde playground equipment, Whitcom contract, and two vehicles for Parks and Recreation. The Committee signed the report.

3. Public Meeting: Proposed Lot Division in an area generally located east of the intersection of Southview Avenue and Alice Street (ACTION ITEM) - Leah Carlson

The applicant, Thompson Family Limited Partnership, is requesting a lot division in an area generally located east of the intersection of Southview Avenue and Alice Street. The existing lot is approximately 281,003 sf or 6.45 acres in size. The applicant is proposing to create three new lots of approximately 9,600 sf, 9,650 sf, and 11,273 sf in size, leaving a remainder lot of 250,480 sf. The applicant intends to create the three lots for future development of single-family residential homes. On June 3, 2019, City Council approved a rezone of the property from Agriculture/Forestry (AF) Zoning District to Low-Density, Single-Family Residential Zoning District (R-1). Within the R-1 Zoning District, lots require a minimum lot size of 9,600 sf and a minimum lot width of 80 feet. The three proposed lots meet these requirements. There are currently no buildings on the subject property. Per City policies, property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date.

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

Carlson presented item as written above. The Committee recommended approval and that it be placed on the Council consent agenda.

ADJOURN

3:06

DRAFT

COMMITTEE STAFF REPORT

DATE: Monday, June 24, 2019



RESPONSIBLE STAFF

Bob Buvel, Tyler Palmer, Deputy Director - Operations

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Sanitary Sewer Service To Appaloosa Court (ACTION ITEM) - Bob Buvel / Tyler Palmer

DESCRIPTION

The Appaloosa Trailer Court is located on the Old Pullman Highway outside of the Moscow city limits. The property currently contains approximately 66 mobile home spaces. The Idaho Department of Environmental Quality (DEQ) has notified the owner of the property that the septic system currently serving the trailer court is out of compliance with DEQ wastewater treatment regulations. In an effort to bring the property into compliance, the owner Mr. Rusty Olps, is proposing a plan to connect the property's sanitary sewer system to the City of Moscow's sewer system by constructing approximately 4,000 feet of sewer main across University of Idaho property. Should the City agree to serve the property, Mr. Olps is also requesting that he only be charged sanitary sewer general facility charges for only the 44 slots that are currently occupied and that the City of Moscow standard charge of double the normal monthly rates for properties outside city limits be reduced to one and a half times the monthly rate. It should be noted that Mr. Olps is not requesting annexation of the property.

STAFF RECOMMENDATION

Consider request of Rusty Olps to be allowed to connect the existing Appaloosa Mobile Home Court to the City's sanitary sewer system and provide direction on the following items:

1. Will Serve Letter: Provide direction to staff to issue a Will-Serve letter for the Appaloosa Mobile Home Court without annexation; Provide direction to issue a Will-Serve letter for the Appaloosa Mobile Home Court upon the condition of annexation; or provide staff further direction.
2. Future Property Use Restriction: Require the property owner to enter development agreement restricting the use of the proposed sewer service to that of the existing mobile home development, and that any further development or redevelopment must be approved by the City Council; provide sanitary sewer service with no restrictions; or provide staff further direction.
3. General Facilities Charges: Require the payment of General Facilities Charges (GFC) for all occupied spaces and enter into an agreement with the owner to pay the then current GFC fees at that time that any future dwelling units are installed upon the current vacant spaces; Required the owner to pay GFCs for all 66 available spaces; or provide staff further direction.
4. Monthly Sewer Service Fees: Direct staff to establish a special sewer service rate of 150% of the in-City service rates to be applied to the Appaloosa Mobile Home Court; Direct Staff to charge the current out-of-City rate of 200% of the in-City rate to the Appaloosa Mobile Home Court; or provide staff further direction.

PROPOSED ACTIONS

PROPOSED ACTIONS: Consider request of Rusty Olps to be allowed to connect the existing

Appaloosa Mobile Home Court to the City's sanitary sewer system and provide direction on the following items:

1. Will Serve Letter: Provide direction to staff to issue a Will-Serve letter for the Appaloosa Mobile Home Court without annexation; Provide direction to issue a Will-Serve letter for the Appaloosa Mobile Home Court upon the condition of annexation; or provide staff further direction.
2. Future Property Use Restriction: Require the property owner to enter development agreement restricting the use of the proposed sewer service to that of the existing mobile home development, and that any further development or redevelopment must be approved by the City Council; provide sanitary sewer service with no restrictions; or provide staff further direction.
3. General Facilities Charges: Require the payment of General Facilities Charges (GFC) for all occupied spaces and enter into an agreement with the owner to pay the then current GFC fees at that time that any future dwelling units are installed upon the current vacant spaces; Required the owner to pay GFCs for all 66 available spaces; or provide staff further direction.
4. Monthly Sewer Service Fees: Direct staff to establish a special sewer service rate of 150% of the in-City service rates to be applied to the Appaloosa Mobile Home Court; Direct Staff to charge the current out-of-City rate of 200% of the in-City rate to the Appaloosa Mobile Home Court; or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Appaloosa City Fees Request
2. City Supervisor Memo Reardung Appaloosa Request for Sewer
3. Appaloosa Court Preliminary Engineering Overview of Sewer Route
4. Appaloosa Aerial Map

Rusty Olps

931 Harold St. Moscow, ID 83843

Phone: 208.301.4029

E-Mail: rdolpsjr@gmail.com

Date: June 18, 2019

Mr. Buvel, Mr. Riedner, and to To Those Whom It May Concern:

I've had the pleasure of working with city and county staff on solutions near term and long term for the mobile home park formerly and justifiably referred to as "The Pit" which I purchased in August of 2016 for simple investment purposes. The sewer discharge dilemma precipitating this conversation was completely unanticipated by me. I found out about the problem in 2017. For two years, I've been worrying, planning, and spending time and money towards the development of a solution to this problem.

I have two clear options to address this disastrous sewer problem.

The first option is to default on my loan and walk away. This would be relatively cheap and very easy, and frankly, very tempting.

The second option is to redeem this fiasco by pouring several hundred thousand dollars into the park in order to fix the sewer and pay facility fees and then turn around and develop the property with an investment of several million dollars into truly affordable real housing. This may be modular, stick-framed, and/or mobile units, all currently buildable by right within the current R4 zoning and all affordable by state definitions.

I'm choosing this riskier, arguably more noble second option. And I would appreciate your participation by considering the following requests in this endeavor:

1. First, I do not seek annexation.
2. I would like to keep Appaloosa Court in the county, and I would like to pay full facility fees of \$2400 per tap *for active sites*.
3. Since there is no ready mechanism to charge city facility fees to my county sewer taps, I'd like to request that the tap fees be charged once to the entire park for the duration of the park's existence. Here's the formula I would suggest: I currently have 44 homes hooked up to my sewer system. I would appreciate facility fees be charged at the rate of 44 times the \$2400 required per dwelling unit for a total charge of \$105,600 payable by the end of the year.

4. I request monthly fees be charged to the park ownership at the rate of 44 times one and a half times the city's normal fees in lieu of the city's normal double charge. This helps keep monthly charges lower than the double rate normally required, but higher than the city's normal charges.

5. I would ask that the city note my intention to improve the affordable housing options in our region, but consider the park as it is. A great deal of money and time will be required to fulfill my long-term vision and the care of my current tenants is of immanent importance, regardless.

Sincere thanks for your time and consideration,

A handwritten signature in black ink, appearing to read "Rusty Olps". The signature is fluid and cursive, with a small flourish at the end.

Rusty Olps for Appaloosa Court LLC. and the Appaloosa Court Tenants

MEMORANDUM



To: Public Works/Finance Committee

From: Gary J. Riedner, City Supervisor

Date: June 21, 2019

Re: Request for Will-Serve Letter by Rusty Olps for Sewer Service to Appaloosa Court

Rusty Olps, the owner of Appaloosa Mobile Home Court, located on the old Moscow-Pullman Highway just east of the University of Idaho Kibbie Dome has submitted a request for a Will-Serve letter from the City for sewer service outside of the City limits. A Will-Serve letter, if issued by the City, indicates that the City is willing to accept and process sewage from Appaloosa.

There are several issues for the City Council to address in this request, prior to authorizing a Will-Serve letter:

Background

Several years ago a stormwater quality study by the University of Idaho discovered highly contaminated surface water being released from the Appaloosa Trailer Court. The University filed a complaint with DEQ and DEQ determined the Appaloosa Court system was the source of an unpermitted discharge. Mr. Olps indicates that the current sewage-treatment lagoons are discharging sewage onto the property of the University of Idaho and that limitations of adequate space and challenges of topography prevent him from replacing or upgrading the private sewage treatment system. The Idaho Department of Environmental Quality is requiring Appaloosa to acquire a discharge permit and bring the system into compliance in order for the mobile home court to continue operations.

Mr. Olps indicates that his request is intended to address the current failure of Appaloosa Court's failed sewage-treatment system, but he also suggests that he is considering the potential redevelopment of the current Appaloosa Court trailer court site with possible "modular, stick-framed, and/or mobile units, all currently buildable within the current R4 zoning and all affordable by state definitions." It is presumed that Mr. Olps would utilize the proposed authorization to discharge to the City's sewer system to service any proposed redevelopment of the site.

Capacity and Capability to Serve

Moscow's sewage treatment facility has the capacity for the additional flow that this development will generate. The facility was designed for 4.0 mgd average daily flow and a peak flow of 10 mgd. Our present average daily flow (yearly avg.) is 1.98 mgd and our present highest ever peak flow measured was 10.56 mgd during a large hydrologic event. Our sanitary sewer comprehensive plan was adopted in 2011. This development currently consisting of 44 residential mobile homes will contribute approximately an additional 0.0131 mgd average daily flow.

Mr. Olps represents that he has access across the University of Idaho's property to install the necessary pipe to convey the sewage from Appaloosa's location to the City's Water Reclamation and Reuse Facility (WRRF). Mr. Olps' design engineer has laid out a preliminary route through the University of Idaho property and indicates that the University of Idaho will not entertain finalizing a route for the sewer line through University property unless the City of Moscow first agrees to provide sanitary service to Appaloosa Court.

Serving Property Outside of City Limits

Typically requests for water and/or sewer service outside of the City limits involve individual residential properties which are experiencing issues with failure of their systems, normally involving health endangerment issues. These requests are processed by the Public Works Director, who applies the City Council's policies in making decisions whether or not to grant such service. Prior to granting such service, the property owners are required to either consent to annexation by the City if it is appropriate, or to sign a document stating that they will not oppose annexation when it is deemed appropriate by the City. The decision to require annexation is made in conformance with Resolution 2007-01.

Appaloosa's situation is radically different from proposals to provide services outside City limits to individual residences. Currently Appaloosa contains 44 occupied spaces, and has capacity for a total of 66 spaces. The situation is similar to services that would be provided to a sewer district, such as the Southeast Moscow Sewer District, which serves multiple residences. Because of this issue, staff is seeking City Council action regarding the application.

Resolution 95-16 relating to provision of water and sewer services to customers outside of the City limits states:

- 4. The City of Moscow may make City sewer and/or water services available, on a temporary basis, to properties located outside the City limits where an existing sewer or water system does not meet Idaho Department of Health or EPA standards and might pose a serious health problem, under the following conditions:*
 - A. That any subsequent development within the area served be constructed to applicable City standards.*
 - B. That property owners not oppose annexation when the property becomes eligible for annexation.*
 - C. That appropriate fees be established to cover operation, maintenance, and expansion costs of the facilities.*
- 5. Water and sewer services provided pursuant to this resolution must be specifically requested by a property owner.*
- 6. The following policies apply with respect to water/sewer extension costs to residential development:*
 - A. All improvements within a subdivision are the responsibility of the subdivider.*
 - B. For necessary off-site improvements, the subdivider will extend City water/sewer lines to the development.*

- C. The City reserves the right to oversize, at City expense, the water and/or sewer lines required of a developer to properly service the development.*
- D. Sewer lift stations required for a sanitary sewer operations will be the responsibility of the developer.*
- E. The City of Moscow reserves the right to assess individual water and/or sewer connection fees to help fund oversizing costs.*

Annexation

Resolution 95-16 requires that a property owner not oppose annexation to the City in order to receive sewer service outside of the City limits. Mr. Olps previously inquired regarding the potential of the City annexing Appaloosa Mobile Home Court, and City staff conducted a review of the property in conformance with City Resolutions.

Resolution 2007-01, relating to annexation of properties outside the City limits states:

- 3. The City of Moscow will consider annexation whenever the property owner requests annexation but will not automatically annex. Decision regarding annexation will be evaluated on the ability of the City to provide public services, including but not limited to, water, sewer, police, fire, parks and recreation, and planning and zoning, in an efficient manner that would not result in the eroding of service levels enjoyed throughout the City.*
- 4. Costs relating to the extension of City water and/or sewer services to annexed properties shall be based on the provisions of Resolution No. 95-16.*
- 5. Any annexation shall include all portions of highway, street or road rights-of-way located within or adjacent to the property being annexed.*

Appaloosa is adjacent to City limits. It is accessed by a road located within and served by the North Latah Highway District. The road is paved, but otherwise not constructed to City standards. The City's annexation policy requires that the adjacent road also be annexed. Appaloosa is remote from the City's water and sewer system infrastructure. There nearest location of City water main is at the WRRF, a distance of approximately 3,000 feet, and that main is fed by the University system. As Appaloosa is not designed and constructed to the City's mobile home park standards, police and fire access is impeded. Staff's recommendation to the City Council is that the City not annex Appaloosa because of the difficulty and great expense to provide water and sewer services, as well as the logistical challenges of providing emergency services to the site.

Further, Resolution 95-16 requires that subsequent development within the area receiving the service be constructed to current City standards, which would likely represent increased costs to the developer, while the City would be faced with providing code compliance services to a mobile home park that is not constructed to City standards.

Rates and Fees

Resolution 2018-15 (the City's annual fee resolution) dictates the charges for both rates to be paid by properties outside of the City limits which receive water and sewer services, and General Facilities Charges (GFCs):

Monthly Sewer Service Rates

2. *Trailer homes (per unit) defined as multiple units served by a common meter (like a mobile home park) - 37.00*

Water Service Rates

- B. *Water and Sewer rate charge for water and sewer furnished outside the boundaries of the City - 200% of the minimum service charge and water rate charge.*

General Facilities Charge

3. *Trailer 2,410.00 + 29.00/PFU over 20*

Mr. Olps has requested to be charged GFC's for 44 slots that are currently occupied and that the City of Moscow policy of charging double monthly rates for properties outside City limits be reduced to one and a half times the monthly rate.

Resolution 2018-15 provides the schedule of charges for the requested service outside the City limits. As previously stated, currently Appaloosa contains 44 occupied spaces, and has capacity for a total of 66 spaces. Utilizing these numbers, the cost of GFC's for current occupancy would be \$106,040.00 (44 spaces x \$2,410.00), while GFC's for total capacity would be \$159,060.00 (66 spaces x \$2,410.00).

The requested reduced monthly sewer service charges of 150% of the in city rate for the current occupancy would be \$2,442.00 (44 spaces x \$55.50), while monthly sewer service charges for total capacity at the out of city established rate of 200% of the in city rate would be \$4884.00 (66 spaces x \$74.00).

If City Council approves charges for only the occupied sites, Staff believes that we can establish a procedure with Latah County through the mobile home installation permit process to collect GFC fees and update sewer service billing to the owner at that time.

Staff is seeking for direction from City Council on the following issues:

1. Will the City approve the issuance of a Will-Serve letter to provide sewer service to Appaloosa Mobile Home Court for the existing uses currently on the site?

Staff believes that provided that Mr. Olps is able to convey the sewage from the mobile park to a suitable point of service, the City is able to accommodate the requested service. Staff is supportive of accommodating the requested service for the purpose of assisting with avoiding the displacement of the current residents of the park who may have limited alternative housing options available to them.

2. If the City approves the issuance of a Will-Serve letter to provide sewer service to Appaloosa Mobile Home Court for the existing uses on the site, will the City allow such sewer service to continue to any proposed redevelopment of the site?

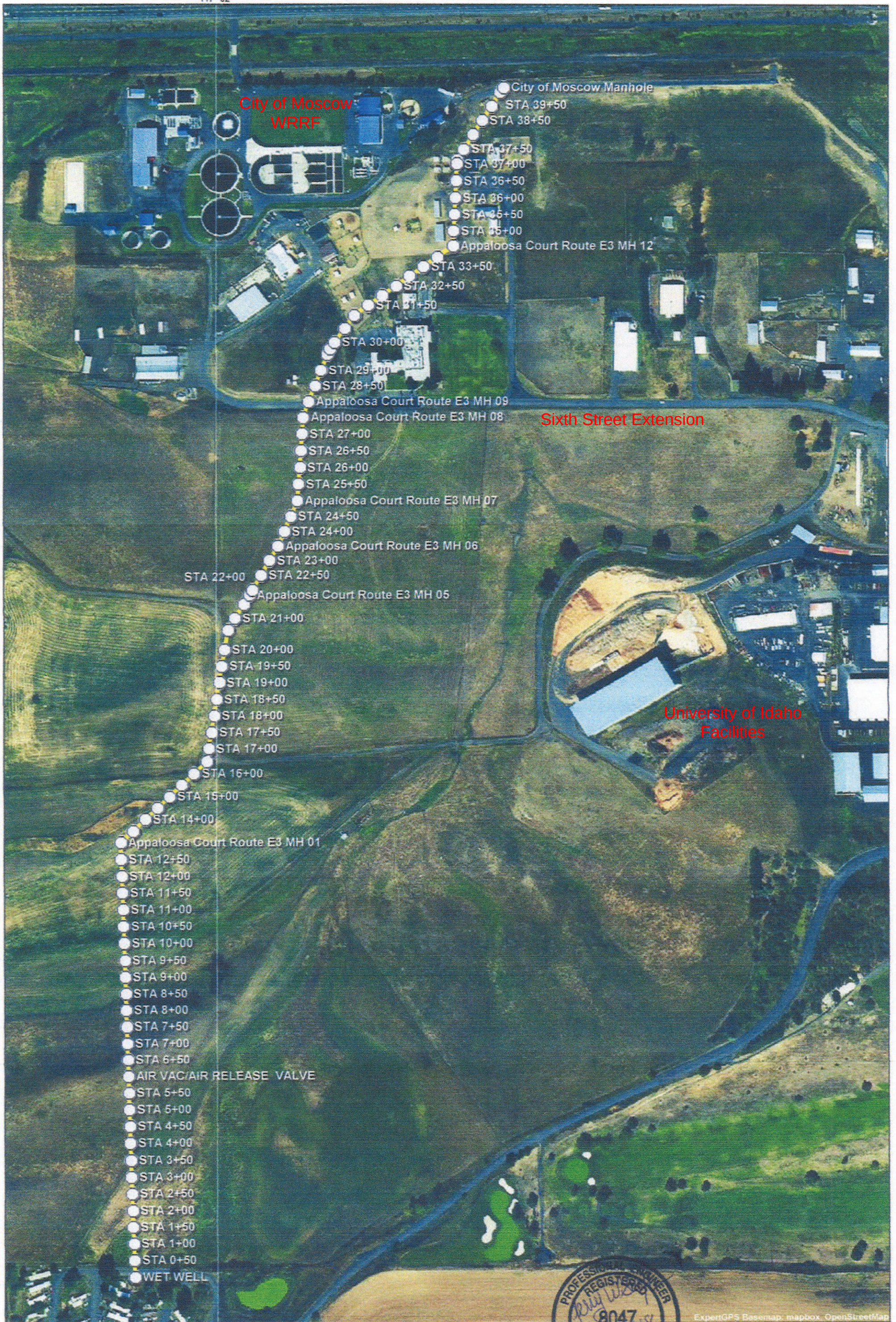
Staff believes that the purpose of allowing service to the property is to assist in avoiding the displacement of the current residents of the park and not to spur or support further development of the property as the property cannot be easily served with all necessary public services. As such, Staff would recommend that the City require the owner to enter into a development agreement restricting the use of the proposed sewer service to that of the existing mobile home development, and that any further development or redevelopment must be approved by the City.

3. Will the City require annexation as a condition of service, or require Mr. Olps to execute a letter stating that he would not oppose annexation in the future if the City wished to annex Appaloosa Mobile Home Court?

Staff does not believe annexation of the property is in the City's best interest at this time due to the difficulty in providing all municipal services to the property. In accordance with City policies, Staff does recommend that the recommended development agreement include a "no protest" provision.

4. Will the City approve Mr. Olps' request to be charged of occupied sites only and a reduction from the double sewer service rates mandated by Resolution 2018-15 to a monthly rate of one and a half times the normal monthly rate?

As discussed above, the service to the mobile home park with multiple units that is to be provided via a private main to a point of service that is located in very close proximity to the WWRF. This is somewhat similar to the agreements that the City has had with current and prior water and sewer districts which have historically been served at the in-city rates with more modest surcharges. Additionally, the double sewer service rate has historically been utilized as an incentive for property owners to annex their property in order to benefit from City Services. In this instance, annexation may not be in the City's best interest at this time and it may be appropriate to consider a less punitive rate given the circumstances surrounding the request.





University of Idaho

University of Idaho Facilities

Golf Course Sink

University of Idaho Golf Course

City Limits

Appaloosa Court

Existing Wet Well

Old Pullman Hwy

COMMITTEE STAFF REPORT

DATE: Monday, June 24, 2019



RESPONSIBLE STAFF

Bob Buvel

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Indian Hills 9th Phase 2 Design Standard Variance (ACTION ITEM) - Bob Buvel

DESCRIPTION

The City of Moscow executed a Development Agreement with Indian Hills Trading Company, LLC on July 31st of 2018. The agreement requires the developer to construct the standard public improvements along the Myrtle Street right-of-way from Southview Avenue to Palouse River Drive. The improvements are expected to be constructed by October 31st of this year.

Public works has recently received a request from the developer for a variance from the requirement that sidewalks be installed on both sides of Myrtle Street, and that they instead be allowed to reduce their development cost by only constructing the walk along the west side. Myrtle Street was platted within the Indian Hills 8th Addition Plat as a local street with a 60' wide right of way. The development agreement for Indian Hills 8th Addition included a clause allowing deferment of the Myrtle Street public improvements as follows:

"DEVELOPER agrees that CITY shall allow for the deferment of the otherwise-required construction of that portion of Myrtle Street which is located within the boundaries of the Indian Hills 8th Addition and that no building permits shall be issued for or upon DEVELOPER's remaining property situated between the current location of US-95 and the subject portion of Myrtle Street until such time as such portion of Myrtle Street is constructed by DEVELOPER and accepted by CITY."

Similarly, the development agreement for Indian Hills 9th Addition, executed on July 31st of 2018 restated the condition as:

"DEVELOPER agrees that no building permits shall be issued for or upon Lot 1, Lot 2, or Lot 3 of Block 2 until such time as the portion of Myrtle Street, which is located within the boundaries of the Indian Hills 8th Addition, has been constructed by DEVELOPER and accepted by CITY."

Design standards for all City streets have long required the installation of sidewalk on both sides of the street. Staff has determined that no special conditions exist peculiar to the property that merit approval of the variance.

STAFF RECOMMENDATION

Recommend denial of the variance request and require Indian Hills Trading Company to install sidewalks on both sides of Myrtle Street in accordance with City standards and the development agreement.

PROPOSED ACTIONS

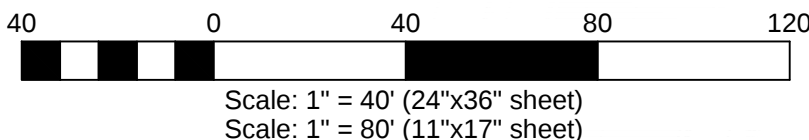
PROPOSED ACTIONS: Recommend denial of the variance request and require Indian Hills Trading Company to install sidewalks on both sides of Myrtle Street in accordance with City standards and the development agreement, or recommend approval of the variance request, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. IH9p2 C4.1
2. Executed Development Agreement Indian Hills 9th 7.31.18
3. Indian Hills 9th Phase 2 Variance Request



INDIAN HILLS 9TH ADDITION - (PHASE II) MYRTLE STREET
MYRTLE STREET PLAN & PROFILE
INDIAN HILLS TRADING COMPANY, LLC
MOSCOW, IDAHO

SHEET

**DEVELOPMENT AGREEMENT
BETWEEN INDIAN HILLS TRADING COMPANY, L.L.C.,
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN INDIAN HILLS TRADING COMPANY, L.L.C., AND THE CITY OF MOSCOW, IDAHO is entered into this 31st day of July, 2018, by and between Indian Hills Trading Company, L.L.C., an Idaho Limited Liability Company, P O Box 106, Ritzville, Washington, 99169 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY");

WITNESSETH:

WHEREAS, DEVELOPER desires to develop property to be known as Indian Hills 9th Addition subdivision in the City of Moscow, Latah County, Idaho; and

WHEREAS, DEVELOPER understands that improvements required herein are standards required pursuant to Moscow City Code Title 5, Chapter 1 and are authorized by Idaho Code Sections 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that, without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the subdivision development on the ability of CITY to deliver services, without compromising quality of such service delivery to current City residents, or without imposing substantial additional costs upon current City residents to accommodate the proposed subdivision; and

WHEREAS, CITY desires to ensure that public improvements, consisting of water mains, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices, and sidewalks are constructed; and

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to the Moscow City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this Agreement; and

WHEREAS, DEVELOPER enters into this Agreement of DEVELOPER's own free will and accord, without coercion, without inducement, and at DEVELOPER's request; and

WHEREAS, DEVELOPER has read this Agreement, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this Agreement and prior to signing it;

NOW, THEREFORE, DEVELOPER and CITY hereby agree as follows:

I. PROPERTY AFFECTED:

This Agreement affects property to be known as Indian Hills Ninth Addition Subdivision within the City of Moscow, Latah County, Idaho, more particularly described as follows:

BLOCK 1 BOUNDARY DESCRIPTION

A tract of land located in the Southwest quarter of Section 17, T. 39 N., R. 5 W., B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follows; Commencing at the Southwest corner of Section 17 running thence along the centerline of Palouse River Drive S 89°30'24" E 281.31 feet to a point; thence N 0°29'36" E 30.00 feet to a point on the northerly right-of-way line of said Palouse River rive; thence N 89°30'24" W 116.48 feet; thence N 1°02'00" W 489.73 feet; thence N 70°00'00" W 369.83 feet to a point on the easterly right-of-way line of Highway 95; thence along said right-of-way line N 21°11'10" E 134.11 feet; thence continuing along said right-of-way line which is a curve to the left having a central angle of 1°45'35", a radius of 3007.75 feet and chord length of 92.37 feet, bearing N 20°18'23" E to a point; thence continuing along said right-of-way line which is a curve to the left having a central angle of 4°23'58", a radius of 3007.75 feet and chord length of 230.89 feet, bearing N 17°13'37" E to a point on the southerly right-of-way line of Southview Avenue; thence N 14°27'21" E 60.00 feet to a point on the southerly right-of-way line of Southview Avenue, also being on the easterly right-of-way line of said Highway 95, and THE TRUE POINT OF BEGINNING for this description; thence continuing along said Highway 95 right-of-way line which is a curve to the left having a central angle of 3°33'36", a radius of 3007.75 feet and chord length of 186.85 feet, bearing N 12°06'15" E; thence S 89°58'49" E 418.79 feet to a point on the northwesterly boundary line of Indian Hills 8th Addition; thence continuing along said boundary line S 0°47'43" W 60.97 feet; thence continuing along said boundary line which is a curve to the left having a central angle of 66°25'19", a radius of 100.00 feet and a chord length of 109.54 feet, bearing S 34°00'22" W; thence continuing along said boundary line S 0°47'43" W 93.93 feet; thence continuing along said boundary line which is a curve to the right having a central angle of 1°52'20", a radius of 270.00 feet and a chord length of 8.82 feet, bearing S 1°43'53" W; thence continuing along said boundary line which is a curve to the right having a central angle of 101°32'13", a radius of 20.00 feet, and a chord length of 30.98 feet bearing S 53°26'10" W to a point on the northerly right-of-way line of said Southview Avenue; thence continuing along said right-of-way line N 75°47'44" W 368.46 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 2.06 acres more or less.

BLOCK 2 BOUNDARY DESCRIPTION

A tract of land located in the Southwest quarter of Section 17, T. 39 N., R. 5 W., B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follows; Commencing at the Southwest corner of Section 17 running thence along the centerline of Palouse River Drive S 89°30'24" E 281.31 feet to a point; thence N 0°29'36" E 30.00 feet to a point on the northerly right-of-way line of said Palouse River Drive and THE TRUE POINT OF BEGINNING for this description; thence N 89°30'24" W 116.48 feet; thence N 1°02'00" W 489.73 feet; thence N 70°00'00" W 369.83 feet to a point on the easterly right-of-way line of Highway 95; thence along said right-of-way line N 21°11'10" E 134.11 feet; thence continuing along said right-of-way line which is a curve to the left having a central angle of 1°45'35", a radius of 3007.75 feet and chord length of 92.37 feet, bearing N 20°18'23" E to a point; thence continuing along said right-of-way line which is a curve to the left having a central angle of 4°23'58", a radius of 3007.75 feet and chord length of 230.89 feet, bearing N 17°13'37" E to a point on the southerly right-of-way line of Southview Avenue; thence continuing along said right-of-way line S 75°47'44" E 373.78 feet; thence continuing along said right-of-way line which is a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet, and chord length of 28.28 feet bearing S 30°47'44" E to a point on the westerly right-of-way line of Myrtle Street; thence continuing along said right-of-way line S 14°12'16" W 114.46 feet; thence continuing along said right-of-way line which is a curve to the left having a central angle of 15°13'10", a radius of 530.00 feet, and a chord length of 140.37 feet bearing S 6°35'41" E; thence continuing along said right-of-way line S 1°00'54" E 652.67 feet; thence continuing along said right-of-way line which is a curve to the right having a central angle of 91°30'30", a radius of 20.00 feet, and chord length of 28.65 feet bearing S 44°44'21" W to a point on the northerly right-of-way line of said Palouse River Drive; thence continuing along said right-of-way line S 0°29'36" W 9.99 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 6.21 acres more or less.

BLOCKS 3 & 4 BOUNDARY DESCRIPTION

A tract of land located in the Southwest quarter of Section 17, T. 39 N., R. 5 W., B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follows; Commencing at the Southwest corner of Section 17 running thence along the centerline of Palouse River Drive S 89°30'24" E 1441.13 feet to a 2" aluminum centerline monument; thence N 00°29'36" E 40.00 feet to a point on the northerly right-of-way line of said Palouse River Drive also being the southeast corner of Lot 1, Block 3 and the boundary of Indian Hills 8th Addition; thence continuing along said boundary N 1°00'54"

W 254.36 feet along the easterly line of said Lot 1, Block 3 to the northeasterly corner of said lot; thence S 89°30'24" E 202.37 feet to the TRUE POINT OF BEGINNING for this description; thence N 15°11'59" E 267.99 feet; thence N 72°04'12" W 363.70 feet; thence N 78°00'34" W 100.88 feet to a point on the easterly right-of-way line of Nursery Street, also being the easterly boundary of said Indian Hills 8th Addition; thence continuing 60.56 feet along said boundary line which is a curve to the left having a central angle of 10°30'50", a radius of 330.00 feet, and a chord length of 60.47 feet bearing N 13°25'35" W; thence continuing 31.05 feet along said boundary line which is a curve to the right having a central angle of 88°57'44", a radius of 20.00 feet, and a chord length of 28.03 feet bearing N 25°47'52" E to a point on the southerly right-of-way line of Southview Avenue; thence continuing along said right-of-way line N 70°16'43" E 10.00 feet to a point on the easterly boundary line of said Indian Hills 8th Addition; thence continuing along said boundary line N 19°43'17" W 60.00 feet to a point on the northerly right-of-way line of said Southview Avenue; thence continuing along said right-of-way line S 70°16'43" W 94.55 feet; thence continuing 202.05 feet along said right-of-way line which is a curve to the right having a central angle of 26°36'47", a radius of 435.00 feet, and a chord length of 200.24 feet bearing S 83°35'07" W to a point on the easterly boundary of said Indian Hills 8th Addition; thence continuing along said boundary line N 11°46'11" E 81.07 feet to a point on the southerly boundary line of Indian Hills 7th Addition; thence continuing along said boundary line N 85°57'42" E 75.00 feet; thence continuing along said boundary line N 70°24'43" E 119.39 feet; thence continuing along said boundary line N 60°14'56" E 110.00 feet; thence continuing along said boundary line N 74°38'16" E 102.42 feet; thence continuing along said boundary line S 81°30'21" E 117.17 feet; thence continuing along said boundary line S 61°56'24" E 225.73 feet; thence continuing along said boundary line S 67°12'04" E 330.00 feet; thence continuing along said boundary line S 72°09'24" E 123.79 feet to a point on the westerly right-of-way line of Alice Street; thence continuing along said boundary line S 89°43'04" E 60.00 feet to a point on the easterly right-of-way line of Alice Street, said point also being on the westerly boundary line of Indian Hills 2nd Addition; thence S 00°16'56" W 402.44 feet; thence N 89°30'24" W 518.14 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 8.84 acres more or less.

II. PUBLIC IMPROVEMENTS:

DEVELOPER agrees to install, at DEVELOPER's expense, within the subdivision, public improvements and appurtenances required by Moscow City Code Sections 5-1-4 and 5-1-5, including, but not limited to, water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include stop signs, street signs, etc.), and sidewalks; all in accordance with CITY

Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans.

DEVELOPER agrees that no building permits shall be issued for or upon Lot 1, Lot 2 or Lot 3 of Block 2 until such time as the portion of Myrtle Street, which is located within the boundaries of the Indian Hills 8th Addition, has been constructed by DEVELOPER and accepted by CITY.

III. TERM:

This Agreement shall remain in full force and effect in accordance with all of its terms and conditions as follows:

- A. Until all public improvements have been completed and accepted by CITY; and
- B. Until the warranty period for public improvements has expired; and
- C. Until all development fees, as required and assessed by CITY, have been paid in full.

IV. CITY'S COVENANT:

CITY shall issue building permits to DEVELOPER's property only after the following have occurred:

- A. Payment of all applicable developmental fees required and assessed by CITY; and
- B. CITY has determined that the construction of all required public improvements is complete or after adequate security, as described in Moscow City Code Section 5-1-10 and as described in Sections VI, VII and VIII herein, has been provided to ensure construction and warranty repairs of the required public improvements; and
- C. Compliance with applicable CITY permit issuance requirements.

V. DEVELOPER'S COVENANT:

- A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY standards, during and under the terms of this Agreement; and
- B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction.

- C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twelve (12) months from the date of the issuance of the first building permit in the development; and
- D. If DEVELOPER fails to complete installation of the required public improvements within twelve (12) months from the date of the issuance of the first building permit, to CITY standards and as per the approved plans, CITY shall revoke occupancy of the entire development and shall revoke any applicable permit issued to DEVELOPER by CITY.

VI. SECURITY FOR IMPROVEMENTS:

In lieu of DEVELOPER's construction and installation of all public improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Section 5-1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's development. If DEVELOPER fails to complete installation of the public improvements as required by CITY within twelve (12) months from the date of the issuance of the first building permit in the development, CITY may attach the security and cause the improvements to be made or CITY may cause improvements to be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement. Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY:

DEVELOPER agrees to provide security for the public improvements in the amount to be determined by the City Engineer. This security shall be in the form of cash, construction bond, irrevocable letter of credit from a certified bank or financial institution, or such other form of security acceptable to CITY. Such security shall be provided to CITY prior to the issuance of building permits by CITY. The security must be effective for a minimum period of one (1) year from the date of the issuance of the first building permit in the development. If this security is in the form of an irrevocable letter of credit or bond, the secured improvements shall be constructed at least ninety (90) days prior to the expiration date of the security. If the public improvements identified and described in Section II are not completed within twelve (12) months from the issuance of the first building permit in the development, CITY may claim the security and complete the said improvements. The amount of the security may, from time to time, be modified as deemed appropriate by the City Engineer as conditions warrant.

If for any reason the security for such improvements shall be withdrawn by DEVELOPER or the security or financial institution, or the value or terms thereof shall be compromised in any way, CITY shall immediately cease issuing building permits and shall revoke any

building permits and/or occupancy permits issued pursuant to the terms contained herein, and further, DEVELOPER shall hold CITY harmless for any and all causes of action or damages alleged to have been sustained because of the revocation of such building permits. If any building permits and/or occupancy permits are revoked pursuant to this Section, such building permits and/or occupancy permits shall be re-issued upon receipt by CITY of new or additional security as required herein.

VIII. WARRANTY

- A. All required public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).
- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.
- C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the City Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or shall name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.
- D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.
- E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION:

The parkland dedication requirement for the Indian Hills 9th Addition to the City of Moscow, Idaho was fulfilled via The Parkland Exchange Agreement 2018-020 which was approved by the Moscow City Council on April 2nd, 2018.

- X. PHASING: No phasing has been requested for this development.

XI. AS-CONSTRUCTED DRAWINGS:

DEVELOPER agrees to furnish, prior to acceptance by CITY of the public improvements as required herein, one (1) set of complete, mylar, final as-constructed drawings for the public improvements described herein, unless such requirement is waived by the City Engineer.

XII. FAILURE TO COMPLY:

DEVELOPER agrees to pay all expenses incurred by CITY in enforcing this Agreement.

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER:

This Agreement shall be binding upon the heirs, executors, administrators, and assignees of the Parties, and subsequent purchasers of and/or within the property described herein.

XIV. OCCUPANCY:

DEVELOPER agrees that no person shall be allowed to occupy any part of the development for any purpose until the described public improvements are completed and accepted by CITY for maintenance or as otherwise provided for by a subsequent development agreement between the Parties.

XV. VENUE AND ATTORNEY FEES:

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah.

XVI. MODIFICATION:

DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties.

XVII. COVENANTS TO RUN WITH LAND:

This Agreement shall run with the land affected hereby, as shall all covenants contained herein, and shall be to the benefit of CITY, its successors and assigns. This Agreement shall be recorded with the Latah County Recorder.

XVIII. NOTICES:

Any notice required or called for by this Agreement shall be deemed served upon the Party to whom it is sent when delivered by certified United States mail to the following addresses:

DEVELOPER

Indian Hills Trading Company, L.L.C.
P O Box 106
Ritzville, WA 99169
Attn: Sally Powers
Phone: (509) 659-0274

CITY

City of Moscow, Idaho
Bill Lambert, Mayor
P O Box 9203
Moscow, ID 83843
Phone: (208) 883-7000
Facsimile: (208) 883-7018

XIX. UNDERSTANDING:

DEVELOPER has read and understood this Agreement and agrees with the contents and conditions thereof. DEVELOPER understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement. Specifically, DEVELOPER has had the opportunity to avail itself of legal counsel and of other counsel before entering into this Agreement and before signing it, and hereby enters into it knowingly, voluntarily, willingly, and without inducement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

DEVELOPER:

Indian Hills Trading Company, L.L.C.

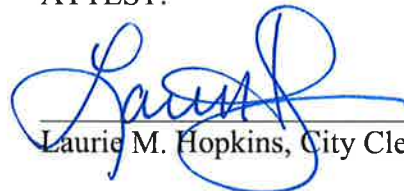

Sally Powers, Member/Manager

CITY:

City of Moscow, Idaho


Bill Lambert, Mayor

ATTEST:


Laurie M. Hopkins, City Clerk

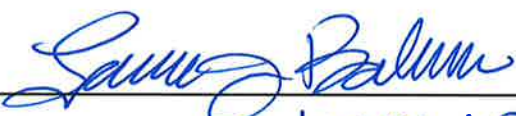
STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 16th day of July, 2018, before me, the undersigned, a Notary in and for said State, personally appeared Sally Powers known to me to be the Manager of Indian Hills Trading Company, L.L.C., the Idaho limited liability company whose name is subscribed to the foregoing and acknowledged to me she executed the same for and in behalf of said company, as its duly authorized agent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein above written.

(seal)

Notary Public
State of Washington
Laura J Baker
Commission Expires
08-04-2020


NOTARY PUBLIC LAURA J. BAKER
Residing at ISSAQUAH WA
My Commission EXP 8/4/2020



City of Moscow

221 E Second St
Moscow ID 83843
Phone (208) 883-7022
Fax (208) 883-7033

Permit Number: ENG2018-0031

FEES / RECEIPT

Date: Friday, July 20, 2018

OWNER: INDIAN HILLS TRADING CO INC
C/O SALLY POWERS
PO BOX 106
RITZVILLE, WA 99169
(509) 659-0274

Type: Engineering

Water Meter Size:

Site Address:

FEE SUMMARY

Date	Description	Fee Amount	Paid	Balance Due
05/15/2018	PUD/Subdivision/Plat Review	\$988.00	(\$988.00)	\$0.00
05/17/2018	Public Improvement Review	\$995.00	(\$995.00)	\$0.00
05/22/2018	Engineering Inspection	\$11,178.95	(\$11,178.95)	\$0.00
06/15/2018	Security	\$0.00	\$0.00	\$0.00
07/11/2018	Security	\$3,600.00	(\$3,600.00)	\$0.00
Total Due:		\$16,761.95	(\$16,761.95)	\$0.00

NOTICE: Fee charges at submittal are partial payments only. Final fees will be assessed after review of plans and other project data is completed.

PAYMENT TRANSACTIONS

DATE	RECEIPT #	METHOD	PAYEE/COMMENT	AMOUNT
06/15/2018	REC009805	CHECK - 1229	SALLY POWERS / Security for Erosion and Sediment Control	(\$3,480.00)
		105-000-00-220-00	Security	(\$3,480.00)
06/15/2018	REC009806	VOID	/ Entered on wrong permit.	\$3,480.00
		105-000-00-220-00	Security	\$3,480.00
07/20/2018	REC010042	CHECK	SALLY POWERS / 1003	(\$16,761.95)
		101-000-00-421-18	Engineering Inspection	(\$11,178.95)
		101-000-00-421-18	Public Improvement Review	(\$995.00)
		101-000-00-421-18	PUD/Subdivision/Plat Review	(\$988.00)
		105-000-00-220-00	Security	(\$3,600.00)

Indian Hills Trading Co, LLC

May 30, 2019

Bob Buvel, P.E. Staff Engineer City of Moscow
221 East 2nd Street
Moscow, ID 83843

Re: Indian Hills 9th Addition; Myrtle Street Approval

Dear Bob;

Indian Hills Trading Company, LLC (IHTC) has submitted Myrtle Street construction drawings to the City of Moscow (City) for approval, and are hereby requesting a variance in conjunction with this approval. Specifically, the sidewalk located on the east side of Myrtle, not be required to be installed as part of this project. While we understand the City's construction requirements, approval of this variance request will not significantly reduce the functionality and usability of Myrtle Street.

This variance request sidewalk would be installed on the side of the Campus Crest project, where a significant slope exists (see attached drawing C4.1 by HEDCO dated 3/1/2019). Access and usability of this sidewalk section will be limited; existing sidewalks and the new sidewalk to be installed on the west side of Myrtle provide substantial pedestrian connectivity and already achieve a high walkability factor for the area.

When the Campus Crest project was originally developed, the Myrtle Street location was originally seen as an alley or service road, not a full city street with sidewalks. Otherwise a portion of these improvements would have been required to be installed when the Campus Crest project was developed. While we understand plans can change over time, the change to a full City street puts additional burden on IHTC that was not originally anticipated, and the deletion of this sidewalk section will provide a partial relief of this burden.

We look forward to your positive response to this variance request.

Sincerely,

On behalf of Indian Hills Trading Company, LLC



John Powers

Cc Jack Hammond, HEDCO, Inc

COMMITTEE STAFF REPORT

DATE: Monday, June 24, 2019



RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Nate Suhr, Senior Engineering Technician

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

State/Local Agreement – Project Development – 3rd Street Safety Improvements Phase 1 (ACTION ITEM) Alisa Anderson / Nate Suhr

DESCRIPTION

In 2017 the City applied for a grant through the Local Highway Technical Assistance Council (LHTAC) under the Local Highway Safety Improvement Program (LHSIP) which is managed by LHTAC on behalf of the Idaho Transportation Department (ITD). This program is federally funded and is aimed at reducing Fatal and Serious Injury crashes on local roadway systems. LHSIP funds can be used for a variety of safety related projects that reduce the amount of crashes in a single area or system-wide projects that are based on improving safety in the proposed project area.

The City has been awarded \$388,245 in federal funds requiring a 7.34% match of \$30,755 with total project costs estimated at \$419,000. The project is located on Third Street (aka Hwy. 8) From Lieualen Street to 150' east of Lilly Street. The project will include installation of LED luminaries to increase night-time visibility, replacement of sidewalk, curb, and gutter while eliminating unused existing driveways. The Moscow Urban Renewal Agency will also contribute to the project in assisting with funding for the luminaries as part of their goal to improve infrastructure amenities within the Legacy Crossing District. An aerial map is attached to this report showing the location of the Phase 1 proposed improvements.

The City has received a State/Local Agreement from ITD for Project Development of Phase I of this project which is attached to this report requiring a \$2,000 deposit for incidental services referred to in the Agreement. Funds to pay the 7.34% match are including in the FY2019 and proposed FY2020 budgets transferred from the 6th Street Pedestrian Improvements LHSIP project which has been deferred to be bid with this project which is scheduled for construction in FY2021.

A Resolution has also been prepared as part of the State/Local Agreement.

STAFF RECOMMENDATION

Recommend approval of the State/Local Agreement (Project Development) and corresponding Resolution, Project No. A020(483) 3rd Street Safety Improvements Phase 1, Moscow, Latah County, Key No. 20483.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the State/Local Agreement (Project Development) and corresponding Resolution, Project No. A020(483) 3rd Street Safety Improvements Phase 1, Moscow,

Latah County, Key No. 20483, or provide staff further direction.

FISCAL IMPACT

\$30,755 or 7.34% in matching funds in Capital Projects Budgets for FY2019 and proposed FY2020.

PERSONNEL IMPACT

ATTACHMENTS

1. 20483 State Local Agreement Project Development PH1
2. 3rdStLHSIPPhase1.2.Diagram
3. PH 1 Resolution

**STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)
PROJECT NO. A020(483)
3RD ST SAFETY IMPRV PH1, MOSCOW
LATAH COUNTY
KEY NO. 20483**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF MOSCOW, acting by and through its Board of Commissioners, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program the Local Highway Safety Improvement Program (LHSIP) Project with Key No. 20483, described as a replacement of curb, pedestrian ramps, sidewalk, and installation of additional roadway lighting. Project development is to be performed by Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

NOTE: Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current **estimated** funding is as follows:
 - a. **Project Development - \$61,000**
 - (PE-\$2,000, PL-\$10,000, PC-\$49,000)
 - b. **Right-of-Way - \$0**
 - c. **Utilities - \$0**
 - d. **Construction Engineering - \$61,000**
 - (CE-\$2,000, CL-\$10,000, CC-\$49,000)
 - e. **Construction - \$297,000**
 - f. **Total Estimated Project Costs - \$419,000**
3. The Sponsor's match for this project will be provided as follows:
 - a. Cash in the amount of 7.34 percent of the entire project (current **estimate** \$30,754.60);
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.
6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.

7. If the project is terminated by the Sponsor prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
8. Sufficient Appropriation. It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
 - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
 - d. Provide a hearing officer to conduct a formal public hearing as necessary.

- e. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate.
 - f. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - g. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
 - h. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - i. Print and assemble plans, special provisions, specifications and contracts.
 - j. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
- 2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
 - 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
 - 4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
 - 5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **TWO THOUSAND DOLLARS (\$2,000)**, estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3.
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for and hold a formal public hearing if required in accordance with the Idaho Open Meetings Law.
6. If requested by a utility company, hold hearings before the City Council or Board of Commissioners. The Sponsor will issue orders to the utilities.
7. Right of Way
 - a. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
 - b. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project unless the property value meets the requirements in Idaho Code Section 54-4105(5) and 49 CFR 24.102.

- c. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
- d. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
- e. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
- f. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
- g. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
- h. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.

- i. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
8. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
9. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
10. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
11. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.

12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
13. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Engineering Products and Plans Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Moscow.

IDAHO TRANSPORTATION DEPARTMENT

Engineering Products and Plans
Division Administrator

ATTEST:

CITY OF MOSCOW

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

hm:20483 SLAPD.docx

ATTACHMENT 1

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI

compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17



Scope of Proposed Third Street Improvements

Phase 1: Lieuellen Street to 150 Feet East of Lilly Street

Phase 2: 150 Feet East of Lilly Street to Jackson Street

RESOLUTION NO. 2019 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENTER INTO AN AGREEMENT FOR PROJECT DEVELOPMENT OF THE 3RD STREET SAFETY IMPROVEMENTS, PHASE 1; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the Idaho Transportation Department (hereinafter "ITD") has submitted State/Local Agreement (Project Development) Project No. A020(483), 3rd Street Safety Improvements, Phase 1, Latah County, Key No. 20483 (hereinafter "Agreement") stating obligations of ITD and the City of Moscow (hereinafter "City") for the development of information, and described as a replacement of curb, pedestrian ramps, sidewalk, and installation of additional roadway lighting; and

WHEREAS, Project Development is to be performed by Consultant Engineers. The purpose of the Agreement is to set out the terms and conditions to accomplish the project development phase; by securing services of a consultant for project development services which must follow the process outlined in the ITD Guidelines for Public Agency Projects; and

WHEREAS, ITD is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by ITD involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, ITD can only pay for work associated with the State Highway system; and

WHEREAS, City is fully responsible for its share of Project costs;

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

That the Agreement for Federal Aid Highway Project A020 (483), to develop 3rd Street Safety Improvements, Phase 1 is hereby approved;

That the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of City; and

That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

That this Resolution shall become effective as of the ____ day of July, 2019.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of July, 2019.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE STAFF REPORT

DATE: Monday, June 24, 2019



RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Nate Suhr, Senior Engineering Technician

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

State/Local Agreement – Project Development – 3rd Street Safety Improvements Phase 2 (ACTION ITEM) Alisa Anderson/Nate Suhr

DESCRIPTION

In 2018 the City applied for a grant through the Local Highway Technical Assistance Council (LHTAC) under the Local Highway Safety Improvement Program (LHSIP) which is managed by LHTAC on behalf of the Idaho Transportation Department (ITD). This program is federally funded and is aimed at reducing Fatal and Serious Injury crashes on roadway systems. LHSIP funds can be used for a variety of safety related projects that reduce the amount of crashes in a single or systemic area that is based on improving safety in the proposed project area. The City has been awarded \$285,000 in federal funds requiring a 7.34% match of \$22,607 with total project costs estimated at \$308,000. The project is located on Third Street (aka Hwy. 8) 150' east of Lieuallen Street to Jackson Street. The project will include installation of LED luminaries to increase night-time visibility, replacement of sidewalk, curb, and gutter while eliminating unused existing driveways. The Moscow Urban Renewal Agency will also contribute to the project in assisting with funding for the luminaries as part of their goal to improve infrastructure amenities within the Legacy Crossing District. An aerial map is attached to this report showing the location of the Phase 2 proposed improvements.

The City has received a State/Local Agreement from ITD for Project Development of Phase 2 of this project which is attached to this report requiring a \$2,000 deposit for incidental services referred to in the Agreement. Funds to pay the 7.34% match are including in the FY2019 and proposed FY2020 budgets transferred from the 6th Street Pedestrian Improvements LHSIP project which has been deferred to be bid with this project which is scheduled for construction in FY2021.

A Resolution has also been prepared as part of the State/Local Agreement.

STAFF RECOMMENDATION

Recommend approval of the State/Local Agreement (Project Development) and corresponding Resolution, Project No. A021(997) 3rd Street Safety Improvements Phase 2, Moscow, Latah County, Key No. 21997.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the State/Local Agreement (Project Development) and corresponding Resolution, Project No. A021(997) 3rd Street Safety Improvements Phase 2, Moscow, Latah County, Key No. 21997, or provide staff further direction.

FISCAL IMPACT

\$22,607 or 7.34% in matching funds in Capital Projects Budgets for FY2019 and proposed FY2020.

PERSONNEL IMPACT

ATTACHMENTS

1. 21997 State Local Agreement Project Development PH2
2. 3rdStLHSIPPhase1.2.Diagram
3. PH 2 Resolution

**STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)
PROJECT NO. A021(997)
3RD ST SAFETY IMPRV PH2, MOSCOW
LATAH COUNTY
KEY NO. 21997**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF MOSCOW, acting by and through its Board of Commissioners, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program the Local Highway Safety Improvement Program (LHSIP) Project with Key No. 21997, described as remove and replace concrete sidewalk, upgrade ADA pedestrian ramps, install curb and gutter, install LED Luminaires and install four high visibility thermoplastic crosswalks. Project development is to be performed by Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

NOTE: Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current **estimated** funding is as follows:
 - a. **Project Development - \$44,000**
 - (PE-\$2,000, PL-\$10,000, PC-\$32,000)
 - b. **Right-of-Way - \$0**
 - c. **Utilities - \$0**
 - d. **Construction Engineering - \$55,000**
 - (CE-\$2,000, CL-\$10,000, CC-\$43,000)
 - e. **Construction - \$209,000**
 - f. **Total Estimated Project Costs - \$308,000**
3. The Sponsor's match for this project will be provided as follows:
 - a. Cash in the amount of 7.34 percent of the entire project (current **estimate** \$22,607);
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.
6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.

7. If the project is terminated by the Sponsor prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
8. Sufficient Appropriation. It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
 - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
 - d. Provide a hearing officer to conduct a formal public hearing as necessary.

- e. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate.
 - f. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - g. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
 - h. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - i. Print and assemble plans, special provisions, specifications and contracts.
 - j. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
- 2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
 - 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
 - 4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
 - 5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **TWO THOUSAND DOLLARS (\$2,000)**, estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3.
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for and hold a formal public hearing if required in accordance with the Idaho Open Meetings Law.
6. If requested by a utility company, hold hearings before the City Council or Board of Commissioners. The Sponsor will issue orders to the utilities.
7. Right of Way
 - a. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
 - b. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project unless the property value meets the requirements in Idaho Code Section 54-4105(5) and 49 CFR 24.102.
 - c. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.

- d. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
- e. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
- f. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
- g. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
- h. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
- i. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.

8. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
9. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
10. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
11. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

13. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Engineering Products and Plans Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Idaho Falls.

IDAHO TRANSPORTATION DEPARTMENT

Engineering Products and Plans
Division Administrator

ATTEST:

CITY OF MOSCOW

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

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ATTACHMENT 1

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI

compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17



Scope of Proposed Third Street Improvements

Phase 1: Lieuellen Street to 150 Feet East of Lilly Street

Phase 2: 150 Feet East of Lilly Street to Jackson Street

RESOLUTION NO. 2019 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENTER INTO AN AGREEMENT FOR PROJECT DEVELOPMENT OF THE 3RD STREET SAFETY IMPROVEMENTS, PHASE 2; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the Idaho Transportation Department (hereinafter "ITD") has submitted State/Local Agreement (Project Development) Project No. A021 (997), 3rd Street Safety Improvements, Phase 2, Latah County, Key No. 21997 (hereinafter "Agreement") stating obligations of ITD and the City of Moscow (hereinafter "City") for the development of information, and described as a replacement of curb, pedestrian ramps, sidewalk, and installation of additional roadway lighting; and

WHEREAS, Project Development is to be performed by Consultant Engineers. The purpose of the Agreement is to set out the terms and conditions to accomplish the project development phase; by securing services of a consultant for project development services which must follow the process outlined in the ITD Guidelines for Public Agency Projects; and

WHEREAS, ITD is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by ITD involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, ITD can only pay for work associated with the State Highway system; and

WHEREAS, City is fully responsible for its share of Project costs;

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

That the Agreement for Federal Aid Highway Project A021 (997), to develop 3rd Street Safety Improvements, Phase 2 is hereby approved;

That the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of City; and

That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

That this Resolution shall become effective as of the ____ day of July, 2019.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of July, 2019.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk