

Administrative Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, November 25,
2019

4:00 PM

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

REGULAR AGENDA

1. Approval of the September 23, 2019 Administrative Committee Minutes (ACTION ITEM) - Laurie Hopkins

Minutes presented for approval.

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

2. Approval of the November 11, 2019 Administrative Committee Minutes (ACTION ITEM) - Caylee Birge

Minutes presented for approval.

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

3. Professional Services Agreement for Construction Engineering and Inspection on the A Street Stage II Federal-Aid Project - Scott Bontrager

The Idaho Transportation Department (ITD), through the Local Highway Technical Assistance Council (LHTAC), funded a federal-aid project in FY2019 to improve segments of 'A' Street and Line Street. The project will completely reconstruct 'A' Street from 350 ft east of Peterson Drive to 200 feet east of Home Street, and Line Street from the Pullman Highway north through its current intersection with 'A' Street/Circle Drive. Circle Drive will be modified to include a cul-de-sac terminus north of 'A' Street. The project will include replacement of the existing road sections, retaining walls, sidewalks, water system upgrades, and sewer conveyance system upgrades. The construction contract for the project was awarded by the Idaho Transportation Board to Motley & Motley of Pullman, Washington in the amount of \$3,839,913.55. A request for qualifications was issued by the Idaho Transportation Department for construction engineering and inspection on September 4, 2019, and seven qualified engineering firms responded by the September 25th deadline. A five-person panel (two LHTAC engineers and three City Staff) independently rated the statements of qualification and a consensus was reached on the selection of Civil Science, Inc. of Twin Falls, Idaho. The attached professional services agreement between the City of Moscow and Civil Science, Inc. was negotiated on Tuesday, November 12, 2019 in the amount of \$637,182.00. This amount equates to 16.59% of the construction contract amount, which both the LHTAC and City Staff deem reasonable for contract administration and construction inspection on a federal-aid project of this complexity. The agreement has been reviewed and approved by the City Attorney.

PROPOSED ACTIONS: Recommend approval of the agreement and forward to City Council with recommendation to authorize Mayor's signature, or provide staff further direction.

4. Ordinance Amending Title 4, Chapter 6, Regarding Covered Parking Space Requirements and Miniature Golf Parking Requirements (ACTION ITEM) - Mike Ray

The Planning and Zoning Commission is proposing two amendments to the Off-Street Parking section of the Zoning Code. The first amendment pertains to eliminating the current covered parking requirements for single-family and two-family dwellings. The second amendment is regarding a proposal to amend the off-street parking requirements for miniature golf facilities. On October 23, 2019, the Commission conducted a public hearing upon the proposed ordinance and recommended approval to City Council. The proposed ordinance has been scheduled for a public hearing before City Council at the Council's upcoming December 2, 2019 meeting.

PROPOSED ACTIONS: Recommend forwarding the proposed ordinance for public hearing at the City Council December 2, 2019 meeting; or provide staff further direction.

5. Ordinance Amending Title 4, Chapter 3, Regarding Accessory Dwelling Unit Minimum Lot Size and Utility Requirements (ACTION ITEM) - Mike Ray

On April 6, 2015, City Council approved Ordinance 2015-06 which permitted Accessory Dwelling Units (ADUs) in all residential zones and also established certain development standards. Since the ADU ordinance has been approved, there have been eight ADUs that have been constructed throughout the City. Staff has encountered a number of circumstances over the last four years with lots in older areas of town that have been ineligible for ADUs because of the minimum lot size requirement. Therefore, the Planning and Zoning Commission is proposing to eliminate the minimum lot size requirement to allow greater opportunities for all residential properties to have the option of developing ADUs. Additionally, the Commission is also proposing to amend the limitations on the use table to allow ADUs to have separate electric and water meters. On August 28, 2019, the Commission conducted a public hearing upon the minimum lot size amendment and on October 23, 2019, the Commission conducted a public hearing upon the limitations on use table amendment and recommended approval of both to the City Council. The proposed ordinance has been scheduled for a public hearing before City Council at the Council's upcoming December 2, 2019 meeting.

PROPOSED ACTIONS: Recommend forwarding the proposed ordinance for public hearing at the City Council December 2, 2019 meeting; or provide staff further direction.

REPORTS

Review of Finalist Proposals for Public Art Project at C & Main Streets – Megan Cherry

ADJOURN

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

Administrative Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday,
September 23, 2019**

4:30 PM

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

REGULAR AGENDA

The meeting was called to order at 4:30 p.m.

PRESENT: Kathryn Bonzo, Brandy Sullivan, Gina Taruscio
OTHERS: Art Bettge, Council Member
STAFF: Gary J. Riedner, Mia Vowels, Bill Belknap, Tyler Palmer, Jen Pfiffner, Laurie M. Hopkins

1. Approval of the August 26, 2019 Administrative 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. Management Structure Reorganization (ACTION ITEM) – Gary J. Riedner

As City Council has been advised, the Mayor has directed the City Supervisor to evaluate the current City operational management structure in terms of efficiency and optimal service. The City Supervisor has completed that review and has researched various alternative management structures which have proven to be effective and which provide increased customer service. The attached memo describes the structure that has been approved by the Mayor and which has been reviewed by City Council leadership. As outlined in the memo, the reassignment of duties of existing managers will require some modifications to City code, which will be reviewed during the presentation.

PROPOSED ACTIONS: Receive report of revised management structure and direct staff to prepare modifications to City code for implementation, or provide staff further direction.

Riedner introduced the item explaining the new organization would have no reduction on authority of the Mayor or Council positions. With the current structure, the City Supervisor has approximately 16 employees reporting to him and with projects and other work, it is difficult to meet regularly with each of them. The revised organizational structure includes three deputies, creating a bit more functionality and puts the departments more in line with the funds. Police, Fire, Legal, Finance and Administration remain under the City Supervisor. Deputy City Supervisor of Community Planning and Design Group encompasses Building, Planning, Engineering, Grants and Moscow Urban Renewal Agency (MURA). Deputy City Supervisor of Public Works and Services Group includes Public Utility Sewer, Public Utility Water, Environmental Services, Street/Storm, Fleet and Sanitation. Deputy City Supervisor of Recreation, Culture and Employee Services

encompasses Information Systems (IS), Parks and Recreation (P&R), Arts, Community Events and Human Resources (HR). HR Director will transition to a manager position in the new year, after processes are audited and streamlined. Moscow Volunteer Fire Department (MVFD) is shown in a different color on the organizational chart as the City does not manage the organization. The new organization will take advantage of efficiencies. Managers will have more interaction with group leaders and a more executive approach to planning and projects. With this proposed change, the City Code would need to be changed. The Public Works (PW) Director, Community Development Director and HR Director Ordinances would need to be repealed. Staff is still discussing whether to include Deputy City Supervisors in the City Code. The Administrative Assistant to the PW Director is revised to a Capital Project Administrative Assistant to assist staff in developing the capital improvement program. This will allow engineers to spend more time on their projects. Staff anticipates that this can be completed in the budget that was appropriated. There is a realignment of positions and job title changes but no new positions. Group leaders meet weekly with the City Supervisor. The workload won't reduce but will allow others to step in and be more efficient with resources. The new organization will have less chain of command and more collaboration. The next step is to present to Council on October 7, 2019 with review of ordinances. Staff is reviewing the entire City Code so that any position that is repealed is updated to the new title. Committee consensus is to review the proposed reorganization and ordinances at the October 7 2019 Council meeting.

ADJOURN

The meeting closed at 5:18 p.m.

Administrative Committee



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

**Tuesday, November 12,
2019**

4:30 PM

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

The meeting was called to order at 4:35 p.m.

PRESENT: Kathryn Bonzo, Brandy Sullivan, Gina Taruscio
OTHER: Mayor Bill Lambert
STAFF: Gary J. Riedner, Mia Bautista, Brian Nickerson, Caylee Birge

REGULAR AGENDA

1. Approval of the September 23, 2019 Administrative Committee Minutes (ACTION ITEM) - Laurie Hopkins

Minutes presented for approval.

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

2. Memorandum of Understanding with Moscow Rural Fire District (ACTION ITEM) – Gary J. Riedner / Brian Nickerson

The Moscow Rural Fire District (MRFD), the Moscow Volunteer Fire Department (MVFD) and the City of Moscow have worked together for many decades, without a formal agreement. The MRFD is a Fire Protection District and shares many of the same volunteers as the MVFD. The Moscow Fire Chief also serves as the Chief of the MRFD, providing fire command and administrative support services to the MRFD. Both the MRFD and the City of Moscow provide mutual support to the other entity in times of need. The City and the Commissioners of the MRFD desire to memorialize the relationship through the attached Memorandum of Understanding for Council consideration.

PROPOSED ACTIONS: Recommend approval of the Memorandum of Understanding between the City of Moscow and the Moscow Rural Fire District, or provide staff further direction.

Riedner introduced the item as written above. The City and the Moscow Rural Fire District (MRFD) have worked together since the fire district was formed. Moscow's fire chief has acted as the MRFD chief as well. The rural commissioners wanted to have a job description for the chief however that was thought to be inappropriate since his position is through the City. This Memorandum of Understanding (MOU) formalizes past practice. There is a long history of assisting one another and sharing equipment. The City manages the MRFD's records. The 911 system has been provided to the rural district without charge, and will now begin paying for the service. The MOU will be reviewed annually for cost and every five years for services. The Committee recommended approval and that it be placed on the Council consent agenda.

REPORTS

ERP Software Update – Gary J. Riedner

Riedner explained the desire for an Enterprise Resource Planning (ERP) software. The current financial software, Springbrook, isn't keeping up with the City needs. Currently, electronic and credit card payment convenience fees are paid by City funds and Springbrook does not have the ability to add a charge to the customer in their software. There are other services that could provide a way to add a charge to the bill but are not user or customer friendly. Staff would like to go out for request for proposals for new software. The cost will be approximately \$350,000. Funding has been identified in the enterprise funds at \$80,000 each and \$120,000 from the General Fund. Staff would like to advertise for bids as soon as possible since the City is at year end. After a successful negotiated contract is complete, implementation and migration can be done January to March after audit and prior to budget preparation beginning. The Committee directed staff to proceed with the process.

ADJOURN

The meeting was closed at 4:52 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, November 25, 2019



RESPONSIBLE STAFF

Scott Bontrager, Assistant City Engineer

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Professional Services Agreement for Construction Engineering and Inspection on the A Street Stage II Federal-Aid Project - Scott Bontrager

DESCRIPTION

The Idaho Transportation Department (ITD), through the Local Highway Technical Assistance Council (LHTAC), funded a federal-aid project in FY2019 to improve segments of 'A' Street and Line Street. The project will completely reconstruct 'A' Street from 350 ft east of Peterson Drive to 200 feet east of Home Street, and Line Street from the Pullman Highway north through its current intersection with 'A' Street/Circle Drive. Circle Drive will be modified to include a cul-de-sac terminus north of 'A' Street. The project will include replacement of the existing road sections, retaining walls, sidewalks, water system upgrades, and sewer conveyance system upgrades.

The construction contract for the project was awarded by the Idaho Transportation Board to Motley & Motley of Pullman, Washington in the amount of \$3,839,913.55. A request for qualifications was issued by the Idaho Transportation Department for construction engineering and inspection on September 4, 2019, and seven qualified engineering firms responded by the September 25th deadline. A five-person panel (two LHTAC engineers and three City Staff) independently rated the statements of qualification and a consensus was reached on the selection of Civil Science, Inc. of Twin Falls, Idaho.

The attached professional services agreement between the City of Moscow and Civil Science, Inc. was negotiated on Tuesday, November 12, 2019 in the amount of \$637,182.00. This amount equates to 16.59% of the construction contract amount, which both the LHTAC and City Staff deem reasonable for contract administration and construction inspection on a federal-aid project of this complexity. The agreement has been reviewed and approved by the City Attorney.

STAFF RECOMMENDATION

Recommend approval of the agreement and forward to full council with recommendation to authorize Mayor's signature.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the agreement and forward to full council with recommendation to authorize Mayor's signature, or provide staff further direction.

FISCAL IMPACT

The negotiated CE&I Contract is within the limits of the existing approved project funding.

PERSONNEL IMPACT

ATTACHMENTS

1. 22160 LPA CE_I Signed by Civil Science
2. 22160 Negotiated Manhour Estimate (1)

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number 95403

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF MOSCOW, whose address is PO Box 9203 Moscow ID 838431703, hereinafter called the "Sponsor," and CIVIL SCIENCE, INC., whose address is 376 Falls Avenue, Twin Falls, ID, 83301, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: A STREET, MOSCOW, STG 2 (CN only)
PROJECT NO: A022(160)
KEY NO: 22160

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants:
ALLWEST TESTING & ENGINEERING, INC.

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Megan Kautz, Resident Engineer, LHTAC; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

- a. **Attachment No. 1A** is the Consultant Agreement Specifications which are applicable to agreements.
- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1A.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

V. TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **2/28/2021**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

- A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.
- B. Compensation Amount
 1. Not-To-Exceed Amount: **\$637,182.00**
 2. Additional Services Amount: **\$0.00**
 3. Total Agreement Amount: **\$637,182.00**
- C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.

- D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$200,000.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

CIVIL SCIENCE, INC.
Consultant

CITY OF MOSCOW
Sponsor

By: _____

By: _____

Title: Vice President

Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

ATTACHMENT NO. 1A

CONSULTANT AGREEMENT SPECIFICATIONS Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

I. DEFINITIONS

1. **Administrator:** Person directly responsible for administering a consultant agreement on behalf of the State or a Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list all work tasks, their durations, negotiated milestones and their dates, and all State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total agreement amount paid based on factors established in the agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State believe necessary for the satisfactory completion of the agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance,

Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **State:** Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".
17. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31 and be supported by audit accepted by the State.

II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction – Subsections 105.10 and 111, and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

III. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer this agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, and acceptable fulfillment of this Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all work performed by the State or their representatives.

IV. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or subconsultants capable of and devoted to the successful accomplishment of work to be performed under this agreement. The specific individuals or subconsultants listed in the agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal

V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each

Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

VI. DIRECT COST

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

VII. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount for which the PSA represents. The State assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator of the need for the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement amount is lump sum, unit cost, or cost plus fixed fee amount for the negotiated services and an additional services amount is set up for possible extra work not contemplated in original scope of work. For the Consultant to receive payment for any work under the additional services amount of this Agreement, said work must be performed under a PSA issued by the State. Should the State request that the Consultant perform additional services, then the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

VIII. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

Each progress report shall list billings by PSA number and reference milestones.

IX. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted by the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made, based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost less the fixed fee for the work satisfactorily completed for each billing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made including Fixed_Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements> .

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the milestones identified.
5. Payments to Subconsultants

Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the consultant receives from the State, in accordance with 49 CFR, Part 26. The consultant shall return retainage

payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

X. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

- b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency or the State, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project. This includes employees who leave the Consultant's employment.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the State.

- a. Increase in the work required by the State due to unforeseen circumstances.
- b. Revision in the work required by the State subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the State.
- d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of State order for nonperformance a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the State will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the State and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

- a. Extensions of time may be granted for the following reasons:
 - i. Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
 - ii. Additional work ordered in writing by the State.
- b. Extensions of time will not be granted for the following reasons:
 - i. Underestimating complexity of work.
 - ii. Redoing work rejected by the State.

5. TERMINATION

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.
- d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to the Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for arbitration. Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

7. ACCEPTANCE OF WORK

- a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State's notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.

If the Consultant discovers errors or omissions in its work, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the agreement.

The Consultant's liability for damages incurred by the State due to negligent acts, errors or omissions by the Consultant in its work shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, the Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. INDEMNITY

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 2012; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 2012.

10. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

Regarding workers' compensation insurance, the consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

11. LEGAL COMPLIANCE

The Consultant at all times shall observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

12. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

13. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

14. PATENTS

The Consultant shall hold and save the State and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, or copyright.

15. NON-DISCRIMINATION ASSURANCES

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 will 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).

16. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

18. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

19. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

CONSTRUCTION ENGINEERING, INSPECTION, & SAMPLING (CEI&S) SERVICES

PROJECT NO.: A022(160)

KEY NO.: 22160

DATE: NOVEMBER, 2019

This scope of work is to provide Construction Engineering, Inspection, & Sampling (CEI&S) Services to include contract administration, inspection, materials sampling, and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer, for construction of the “A” Street, Moscow, Stage 2 project located in Moscow, Idaho. Civil Science, Inc. (CONSULTANT) will provide the LHTAC with experienced management, construction administration, and inspection personnel. ALLWEST Testing & Engineering (SUBCONSULTANT) will provide experienced materials sampling & testing inspection personnel. Through this contract, CONSULTANT will inspect and document to ITD standards, the activities associated with the project to the level necessary to administer the contract.

The following tasks represent the individual services that are to be provided by CONSULTANT under this agreement:

PRIMARY TASKS:

1. **Construction Administration** – CONSULTANT will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project to ensure the project is accepted by the LHTAC, the ITD and the Federal Highway Administration (FHWA). The following sub-tasks represent a partial list of those activities necessary to administer the contract.

- 1.1 Submittal Log & Minimum Testing Requirements (MTR's) – CONSULTANT will develop a list of required submittals for the project prior to start of construction and will also track and maintain a log of shop drawings and submittals; as well as encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported. CONSULTANT will also develop the MTR list for the project prior to start of construction. This information will be used to track the materials testing required on the project and coordination of the testing lab responsible for processing of samples and reporting results.

Performance Assumptions:

- i. Minimum Testing Requirements (MTR's) will be prepared for review and approval of the LHTAC Resident Engineer prior to the start of construction.
 - 1.2 Pre-construction Walkthrough – CONSULTANT will facilitate a pre-construction plan-in-hand walkthrough with the City of Moscow, the LHTAC, and Utilities prior to construction to identify any issues or changes in the project design prior to construction.
 - 1.3 Pre-construction Conference – CONSULTANT will facilitate the Pre-construction Conference including forms and exhibits provided by or coordinated with the LHTAC.

Performance Assumptions:

- i. Coordinate and perform one (1) conference with the City of Moscow, the LHTAC, the Contractor, Utilities, and other applicable parties.
 - ii. Prepare and distribute one (1) set of pre-con meeting minutes.
 - 1.4 Labor Compliance – The Contractor’s and Sub-contractor’s certified payroll wage rates will be verified, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews.
- Performance Assumptions:
- i. Maintain filing system for certified payrolls and EEO compliance reports using ITD 2002 and ITD 2016 forms and notify contractors on incorrect classification, pay scales, etc.
 - ii. Conduct labor interviews (ITD 2014), complete CUF interviews (ITD 1701) for all DBE firms, and notify contractors on incorrect classification, pay scales, etc.
 - iii. Maintain records in compliance with Title VI requirements.
- 1.5 Civil Rights Compliance – Consultant and Contractor personnel will be monitored for civil rights compliance. The LHTAC Resident Engineer will be notified of instances of non-compliance.
- Performance Assumptions:
- i. Inspect Project Board for required Civil Rights and EEO Compliance Postings.
- 1.6 Filing & Records Verification – Project files will be posted to ProjectWise and maintained on a weekly basis. Electronic copies of importance or requested information will be readily available to the LHTAC Resident Engineer on ProjectWise. An on-going process of periodic checks of the files will occur during the project to ensure that all records are being accurately kept and the filing system is up to date.

Performance Assumptions:

- i. Maintain project filing system electronically using ProjectWise and review and verify the project in AASHTOWare Project Construction.
- ii. Address periodic review comments.
- iii. Maintain all correspondence documents electronically in ProjectWise. Do not submit hard copy correspondence to the LHTAC.
- iv. Post contract bid item testing and certification documentation to ProjectWise. CONSULTANT will post material test reports within 24 hours of receiving documentation.
- v. Post QASP testing results- CONSULTANT will post Quality Assurance Special Provision test reports into the ITD QASP spreadsheet for calculation of incentives including bonus/deduct. The QASP spreadsheet will generate Pay Factor and F&T results for transmittal to contractors.
- vi. Post AASHTOWare Entries – CONSULTANT will enter AASHTOWare entries for the project pay estimates from field diaries and pay item documents. Check pay item quantities against MTR’s to assure quantities posted have appropriate certifications and test reports. AASHTOWare Daily Work Reports (DWR’s) will only identify a chargeable or non-chargeable day.

- 1.7 Progress Estimate Preparation – For each scheduled progress estimate, Pay Item Reports (ITD 2780) will be prepared and presented to the LHTAC Resident Engineer that identifies the quantity to be paid and how the quantity was measured or determined. Each pay item report should include payment justification in the form of certifications, diaries, survey etc. A quantity projection should also be prepared to keep the LHTAC Resident Engineer informed of any quantity differences/overruns.

Performance Assumptions:

- i. Prepare monthly pay estimate packages.
 - ii. ITD 2242 Time Accounting form will be provided monthly.
 - iii. Prepare a quantity projection to be provided monthly.
- 1.8 Materials Certifications – Certifications, as required by bid item, will be requested for all materials incorporated into the project. No materials will be accepted for payment until the certifications are received and reviewed for acceptance.
- 1.9 Pre-Pour and Pre-Pave Meetings – CONSULTANT will facilitate a pre-pour and pre-pave meeting with the Contractor.

Performance Assumptions:

- i. Coordinate and perform one (1) pre-pour and one (1) pre-pave meeting with testing firm, the LHTAC, the Contractor, and the City of Moscow.
 - ii. Prepare and distribute one (1) pre-pour and one (1) pre-pave agenda and minutes.
- 1.10 Progress Meetings – Weekly/Periodic progress meetings will be held on site or at an otherwise Engineer approved location.

Performance Assumptions:

- i. Attend and conduct weekly/periodic progress meetings and prepare minutes for distribution and review.
- 1.11 Monthly Invoicing – Monthly invoices of CONSULTANT labor will be submitted to the LHTAC Resident Engineer for review and processing each month. Each invoice package will contain approved timesheets for all labor expended and appropriate backup for all direct costs. The CONSULTANT will formally notify the Agreement Administrator upon reaching 85% of the expended contract amount.
- 1.12 Subcontracts – CONSULTANT will review and present subcontracts for approval by the LHTAC.
- 1.13 Change Orders – CONSULTANT will prepare and analyze Change Orders for review and processing by the LHTAC Resident Engineer.

Performance Assumptions:

- i. CONSULTANT will consult with the LHTAC Resident Engineer and in coordination with other assigned LHTAC and ITD personnel, as required by the ITD Contract Administration Manual, and prepare the ITD 2317 as well as all other documents necessary to complete the change order process.

- ii. CONSULTANT will assist the LHTAC Resident Engineer in preparing for any litigation or other action that may arise. This work will be considered additional work and will be further scoped and negotiated on an as needed/requested basis.
 - iii. For pending claims concerning extra work or work beyond the original scope, CONSULTANT will maintain accurate force account records showing actual cost of such work. This work will be considered additional work and will be further scoped and negotiated on an as needed/requested basis.
- 1.14 Contract Submittal Review – Contract submittals will be reviewed as necessary. It is understood that some interpretations and clarifications will be directed to the LHTAC Resident Engineer or Design Engineer.

Performance Assumptions:

- i. Traffic Control Plans – Traffic Control Plans will be reviewed for compliance with MUTCD and ITD specifications.
 - ii. CPM Review – The contractor's CPM will be reviewed to ensure that activity dates are correctly recorded for accuracy.
 - iii. Submittals – Consultant will review submittals for material to be incorporated into the project per the specifications.
 - iv. Interpretations and Clarifications – It is expected that CONSULTANT will perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations or those that effect Erosion and Environmental permitting will be reviewed by the LHTAC Resident Engineer prior to final disposition.
 - v. Shop Drawings – The Consultant will provide a licensed structural engineer to perform shop drawing reviews and approvals. Consultant will notify LHTAC when each shop drawing has been approved.
 - vi. Contractor Source Approval Requests, Staging Area Requests, and Waste Site Approval Requests will be reviewed and approved through coordination with the LHTAC Resident Engineer.
 - vii. Concrete mix designs will be reviewed and processed through coordination with the LHTAC Resident Engineer and per the QA Manual requirements.
 - viii. Asphalt mix designs will be reviewed and approved by ITD Materials Engineers.
 - ix. CONSULTANT will check items found on the ITD Qualified Products List prior to the material being incorporated into the project.
 - x. If required, CONSULTANT will coordinate with the LHTAC and Contractor to select and maintain a Dispute Review Board per subsection 105.19 requirements. This work will be considered additional work and will be further scoped and negotiated on an as needed/requested basis.
- 1.15 Local Stakeholder Correspondence – CONSULTANT will respond to and coordinate all public inquiries and/or concerns with the Contractor and the LHTAC Resident Engineer for appropriate action. Records of contacts and responses will be maintained.

Performance Assumptions:

- i. Attend one (1) pre-construction public meeting with the Contractor, City officials, and local residents and businesspeople.
 - ii. Attend weekly meetings during construction with the Contractor, City officials, and local residents and businesspeople.
- 2. **Survey Verification** – CONSULTANT will check and verify Contractor surveys for accuracy and compliance with the plans and specifications. This work will be conducted by the CONSULTANT’S inspection staff. If it is determined by the CONSULTANT and the LHTAC Resident Engineer that the CONSULTANT’S surveyor is needed for verification, additional compensation may be negotiated.
- 3. **Project Inspection** – Inspection will be performed by CONSULTANT with qualified and certified inspection staff. A spreadsheet with qualifications and certifications will be prepared and maintained to ensure full compliance with the ITD, WAQTC, and IQP requirements.
 - 3.1 Inspection and Inspector Diaries – Daily reports on ITD approved forms or software will be used to prepare and record the Contractor’s hours on the site, weather conditions, data relative to questions or identified change orders, changed conditions, daily activities, equipment, labor compliance, civil rights compliance, decisions, observations in general, and specific observations in more detail as the case of observing test procedures. Project files and daily diaries will be maintained, and copies will be uploaded to ProjectWise on a weekly basis. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.
 - 3.2 Identify and Recommend Corrections – Any omissions, substitutions, defects, and deficiencies in the work of the Contractor will be identified and documented with recommendations reported to the Engineer.
 - 3.3 Pay Quantity Collection – Pay quantities and quantity measurements will be checked for accuracy and prepared for processing for payment to the Contractor.
 - 3.4 Environmental & Erosion Control Monitoring – CONSULTANT will provide a certified NPDES inspector, which has at a minimum the WPCM qualification, who will ensure compliance with all permits and storm water plans. CONSULTANT will participate in joint inspections with the Contractor’s WPCM for compliance with the SWPPP.

Performance Assumptions:

- i. This scope includes one inspection per week with one additional inspection every other month for storm driven events. The scope includes one (1) hour per inspection. Attendance at the weekly meeting is not included by the environmental inspector. A daily diary will not be prepared by the environmental inspector for site visits. Development of the ITD 2786 or ITD 2802 will be the responsibility of the Contractor. Daily diaries will be completed by the assigned project inspector.
 - ii. Weekly Monitoring reports will be prepared and filed in the project office. Formal notification if personnel are changed or expiration of the needed certifications occurs will be required.
- 3.5 Fuel Price Adjustment Calculations - Fuel Price adjustments will be calculated and paid monthly. Record of each month’s calculation will be included in the project files.
- 3.6 Asphalt Price Adjustment Calculations - Asphalt Price adjustments will be calculated and

paid as applicable for month's where paving has occurred. Record of each month's calculation will be included in the project files.

- 3.7 Surface Smoothness Verification – Consultant will review surface smoothness per the straightedge requirements. Consultant will notify the Contractor of any deficiencies requiring adjustment.
4. **Materials Sampling & Testing** – CONSULTANT will provide and/or coordinate materials sampling and testing services through ALLWEST Testing & Engineering (SUBCONSULTANT) as required by ITD specifications and the LHTAC Resident Engineer. The following items represent the major sub-tasks required for administering this portion of the agreement.
- 4.1 Quality Assurance and Verification Sampling & Testing – Sampling & Testing will be performed according to ITD Quality Assurance requirements and the LHTAC Resident Engineer including verification sampling. Sampling of component materials and completed work items will be performed to verify that the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications, and contract special provisions. CONSULTANT will meet the minimum sampling frequencies per the MTR's as presented by the LHTAC Resident Engineer and as required due to project phasing, or other factors which could affect minimum testing frequencies. CONSULTANT will provide daily monitoring of the Contractor's Quality Control activities at the project site. The CONSULTANT will not be required to provide, coordinate, schedule, or review IA testing for this project.
- 4.2 Prepare and Transmit Test Results – The Contractor's Quality Control Plan will be monitored pursuant to QC/QA Special Provisions. All sampling data generated by CONSULTANT will be documented and submitted to the Engineer for inclusion in the LHTAC provided ITD QASP spreadsheet for statistical analysis and for penalty / bonus calculations.
- 4.3 Schedule for Sampling – The LHTAC Resident Engineer will be informed of the project sampling and testing schedule and all documentation reports of sampling and testing will be completed and submitted the same week the work is done or as otherwise directed.
- 4.4 Acceptability of "or-equal" Products – CONSULTANT will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor. Recommendations will be made to the LHTAC Resident Engineer for change orders before allowing any substitutes.

Performance Assumptions:

- i. This scope includes the completion of the material sampling and testing at the rates and frequencies identified in the final CE&I contract package.
5. **Record Drawings & Project Close-Out** – CONSULTANT will track changes and deviations from the plans and throughout the duration of the project. At project close-out, all records will be finalized, and quantity calculations verified. The final package of records will be available on ProjectWise. CONSULTANT will submit a Materials Summary Review spreadsheet to the LHTAC Resident Engineer for review and acceptance. This summary must include the contract item number, form of acceptance, Pass/Fail/Other, Test Date, Personnel name entering and checking data, Quantity Represented, Comments as applicable.

Performance Assumptions:

- 5.1 Verify that all necessary documents have been received for submission of contractor's affidavit of payment.

- 5.2 Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
 - 5.3 CONSULTANT will participate in one (1) inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of the LHTAC Resident Engineer, City of Moscow representatives, and the Contractor, to determine if the work is Substantially Complete. If there are no objections, CONSULTANT will deliver a certificate of substantial completion to the LHTAC Resident Engineer and the Contractor.
 - 5.4 CONSULTANT will participate in one (1) final inspection, to include representatives from the LHTAC and the City of Moscow, to determine if the completed work by the contractor is acceptable so that CONSULTANT and the LHTAC may recommend in writing, final payment to the Contractor. CONSULTANT will also provide a notice that the work is acceptable to the best of their knowledge, information and belief based on the extent of the services provided under this agreement.
 - 5.5 Full and final project documentation in ProjectWise must be completed no later than 30 days after the project work completion date.
6. **Key Understandings** - It is anticipated that each CONSULTANT personnel assigned to the project will be furnished with a vehicle, digital camera and cellular phone by CONSULTANT and all work will be under the supervision of the LHTAC Resident Engineer or their assigned representative.
 7. **Project Schedule** - CONSULTANT proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the contractor's construction schedule. It is anticipated that CONSULTANT will be engaged in CE&I services from December, 2019 through the end of February, 2021.
 8. **Professional Service Fee** - CONSULTANT will invoice the LHTAC Resident Engineer for professional services described in this Scope of Work. CONSULTANT will invoice the LHTAC Resident Engineer for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expended to complete the project in accordance with the provisions of the ITD Task Order for this work.

The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANTS professional judgment. They are presented to allow a review of our approach. As we initiate activities, it may become apparent some modifications to this proposal are necessary due to changes in the Contractor's schedule. CONSULTANT will advise the LHTAC Resident Engineer of such issues and any fee and/or schedule impact prior to implementing revised activities.

CONSULTANT NAME: Civil Science
PROJECT NAME: A Street, Moscow, Stage 2
Key No. 22160

A. SUMMARY ESTIMATED LABOR-DAY COSTS

						3.0332 Loaded		Raw Labor	
	Position	Name	Man-Days	Man-Hours	Hrly Rate	Hrly Rate		Cost	
1	Project Manager	J. Southwick	169.75	= 1358.00	@ \$47.00	\$142.56	= \$	193,593.83	
2	Structural Engineer	A. Yates	0.00	= 0.00	@ \$54.00	\$163.79	= \$	-	
3	Lead Inspector	C. Severson	222.44	= 1779.50	@ \$47.00	\$142.56	= \$	253,682.05	
4	Inspector	A. Zahrn	92.38	= 739.00	@ \$34.50	\$104.64	= \$	77,331.68	
5	Clerical	B. Elam	26.88	= 215.00	@ \$23.00	\$69.76	= \$	14,998.93	
TOTAL LOADED LABOR COST								= \$ 539,606.48	
	Overtime	C. Severson		= 200	@ \$23.50		= \$	4,700.00	
TOTAL LOADED LABOR COST WITH OT								= \$ 544,306.48	

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

177.00% Approved Rate

C. NET FEE

9.50% Negotiated Fee

D. FCCM

Approved FCCM Rate

E. OUT-OF-POCKET EXPENSE SUMMARY

								Estimated	
			Est Amount		Unit Cost			Expense	
* 1	MILEAGE (miles)								
	CS to Moscow + 10 miles (RT)	914 miles							
	Project Manager (3x per Month)	24 trips	21,936 mi	@	\$ 0.58	= \$		12,722.88	
	Lead Inspector (2x per Month to Project)	17 trips	15,538 mi	@	\$ 0.58	= \$		9,012.04	
	Lead Inspector (5 miles/day on Project)	115 Days	575 mi	@	\$ 0.58	= \$		333.50	
	Inspector (3 months @ 2x per Month of working day)	6 trips	5,484 mi	@	\$ 0.58	= \$		3,180.72	
	MEALS (\$96/55)								
	Project Manager	30 days		@	\$ 151.00	= \$		4,530.00	
	Lead Inspector (MEALS & LODGING)	23 Wks		@	\$ 500.00	= \$		11,500.00	
	Inspector	58 days		@	\$ 151.00	= \$		8,758.00	
TOTAL ESTIMATED EXPENSE								= \$ 50,037.14	

F. SUBCONSULTANTS

2 ALLWEST = \$ 42,838.03

TOTAL = \$ 637,181.65

& Sampling (CE & V) Services

Projects Tasks

I. Construction Administration

- 1.1 Submittal Log & Minimum Testing Reqmts
- 1.2 Pre-construction Walkthrough
- 1.3 Pre-construction Conference
- 1.4 Labor Compliance
- 1.5 Civil Rights Compliance
- 1.6 Filing and Records Verification

- 1.7 Progress Estimate Preparation
- 1.8 Materials Certifications
- 1.9 Pre-Pour and Pre-paving Meetings
- 1.10 Weekly Progress Meetings
- 1.11 Monthly Invoicing
- 1.12 Subcontracts
- 1.13 Change Orders
- 1.14 Contract Submittal Review
- 1.15 Local Stakeholder Correspondence

Subtotal

2. Survey Verification

Subtotal

3. Project Inspection

- 3.1 Inspection and Diaries
- 3.2 Identify and Recommend Corrections
- 3.3 Pay Quantity Collection
- 3.4 Environmental & Erosion Control Monitoring
- 3.5 Fuel Price Adjustment Calculations
- 3.6 Asphalt Price Adjustment Calculations
- 3.7 Surface Smoothness Verification

Subtotal

4. Materials Sampling & Testing

- 4.1 Quality Assurance & Verification Sampling & Testing
- 4.2 Prepare & Transmit Test Results
- 4.3 Schedule for Sampling
- 4.4 Acceptability of "or-equal" Products

Subtotal

5. Record Drawings & Project Close-Out

- 5.1 Verify Documents and Project Closeout
- 5.2 Receive Bonds, certifications, etc.
- 5.3 Participate in Substantial Completion Review
- 5.4 Participate in Final Inspection
- 5.5 PW Final Documentation

Subtotal

GRAND TOTAL

Civil Science						ALLWEST					
J. Southwick	A. Yates	C. Severson	A. Zahm	B. Elam		K. Funke	K. Steele	C. Faires	J. Knapp	S. Wolfe	
Project Manager	Structural Engineer	Lead Inspector	Inspector	Clerical	Total	Testing Manager	Lab/Field Technician	Lab/Field Technician	Lab/Field Technician	Clerical	Total
33.00				2.00	35.00						0.00
19.00		19.00			38.00						
19.00		17.00		2.00	38.00						0.00
6.00		1.50		23.00	30.50						0.00
1.50				6.00	7.50						0.00
24.50		49.00		49.00	122.50						0.00
18.00		45.00		18.00	81.00						0.00
6.00		48.00	32.00		86.00						0.00
34.00				2.00	36.00						0.00
301.00				23.00	324.00						0.00
8.00				24.00	32.00	6.00				36.00	42.00
				18.00	18.00						0.00
48.00					48.00						0.00
63.00					63.00						0.00
36.00		22.00			58.00						0.00
617.00	0.00	201.50	32.00	167.00	1017.50	6.00	0.00	0.00	0.00	36.00	42.00
0.00	0.00	12.00	12.00	0.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00
300.00		1296.00	695.00		2291.00						0.00
280.00		6.00			286.00						0.00
40.00		80.00			120.00						0.00
		33.00			33.00						0.00
3.00		6.00			9.00						0.00
3.00		6.00			9.00						0.00
1.00		2.00			3.00						0.00
627.00	0.00	1429.00	695.00	0.00	2751.00	0.00	0.00	0.00	0.00	0.00	0.00
		15.00			15.00		220.00				220.00
20.00					20.00		20.25				20.25
		18.00			18.00	18.00					18.00
6.00		6.00			12.00						0.00
26.00	0.00	39.00	0.00	0.00	65.00	18.00	240.25	0.00	0.00	0.00	258.25
40.00		40.00		40.00	120.00						0.00
				8.00	8.00						0.00
23.00		25.00			48.00						0.00
23.00		25.00			48.00						0.00
2.00		8.00			10.00						0.00
88.00	0.00	98.00	0.00	48.00	234.00	0.00	0.00	0.00	0.00	0.00	0.00
1358.00	0.00	1779.50	739.00	215.00	4091.50	24.00	240.25	0.00	0.00	36.00	300.25

Assumptions

14 months - 12/01/2019 to 02/01/2021, 6 months onsite

- 2 hr submittal log Clerical, 2 hr PM, 8 hrs MTR, 1 hr/wk track/update
- 15 hr PM & LI travel, 4 hr walkthrough PM & LI
- 1 hr prep PM & Clerical, 15 hr PM & LI travel, 2 hr meeting, 1 hr prep & distribute minutes f
- 1 hr/wk cert. pay Clerical, 1/4 hr/mo Title VI and labor interviews LI
- 1 hr/mo Clerical & 1/4 hr/mo PM review
- 1 hr/mo PM, 16 hr/mo LI, 16 hr/mo Clerical
- 6 months - 9 hr/mo estimate & 2242 LI, 4 hr setup LI & 2 hr/mo update quantities LI, 1
- hr/mo PM review
- 8 hr/mo LI, 1 hr/mo PM
- 1 hr prep PM & Clerical, 15 hr PM travel, 1 hr meeting PM (LI onsite), 1 hr Insp #2 * 2 meeti
- 23 mtgs, PM - 17 in-person/6 phone * 1 hr mtg & 15 hr travel, LI onsite, 1 hr prep and mini
- 8 ea, 1 hr/ea PM, 3 hr/ea Clerical CS, 2 hr/ea PM & Clerical AW
- 6 ea, 3 hrs Clerical
- 6 ea, 8 hrs PM
- 1/2 hr wk PM, 4 hr/wk LI
- 1 preconst mtg PM & LI, 15 hr travel PM&LI + 1 hr mtg., 1 mtg weekly LI (on-site)

	LHTAC	Date:
		11/4/2019
		Key No.:
		22160
Route	Location Description:	Proj No:
Off	A Street, Moscow, Stage 2	A022(160)

A. SUMMARY ESTIMATED MAN-DAY COSTS

			2.6572		Loaded Labor	
		Man-Hours	Raw Hrly Rate	Loaded Hrly Rate	Cost	
1	Testing Manager K. Funke	24.00	@ \$45.67	\$121.36	=	\$2,912.54
2	Lab/Field Technician K. Steele	240.25	@ \$21.00	\$55.80	=	\$13,406.41
3	Lab/Field Technician C. Faires	0.00	@ \$20.00	\$53.14	=	\$0.00
4	Lab/Field Technician J. Knapp	0.00	@ \$17.00	\$45.17	=	\$0.00
5	Clerical S. Wolfe	36.00	@ \$24.50	\$65.10	=	\$2,343.68
TOTAL RAW LABOR COST						\$18,662.63

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

139.27%

C. FCCM

1.33%

D. OUT-OF-POCKET EXPENSE SUMMARY

#	Code	Task	Est. Amount		Unit Cost	Est Expense
		Mileage	5,880.00	@	\$0.580	= \$3,410.40
		Nuclear Densometer	40.00	@	\$25.000	= \$1,000.00
		T-99 Asphalt Binder Anti-Strip	2.00	@	\$55.00	= \$110.00
		Sieve Analysis coarse/fine (Cold Feed)	1.00	@	\$100.00	= \$100.00
		FF (Cold Feed)	1.00	@	\$60.00	= \$60.00
		SE (Cold Feed)	1.00	@	\$60.00	= \$60.00
		Flat & Elongated (Cold Feed)	1.00	@	\$75.00	= \$75.00
		Fine Aggregate Angularity	1.00	@	\$60.00	= \$60.00
		Cores (Bsg)	7.00	@	\$40.00	= \$280.00
		Rice's Theoretical	6.00	@	\$100.00	= \$600.00
		Asphalt Extraction w/gradation (AC), NCAT	10.00	@	\$190.00	= \$1,900.00
		Mechanical Analysis	3.00	@	\$190.00	= \$570.00
		Asphalt Moisture	6.00	@	\$35.00	= \$210.00
		Gyratory Volumetrics (Set of 2)	6.00	@	\$190.00	= \$1,140.00
		Standard Proctor with gradation & PI (soil)	52.00	@	\$230.00	= \$11,960.00
		Sieve Analysis for Open Graded Base	6.00	@	\$100.00	= \$600.00
		Check Point, Standard Proctor for Backfill		@	\$75.00	= \$0.00
		Sieve Analysis coarse/fine (3/4" Aggr)	4.00	@	\$100.00	= \$400.00
		FF (3/4" Aggr)	4.00	@	\$60.00	= \$240.00
		SE (3/4" Aggr)	4.00	@	\$60.00	= \$240.00
		Sieve Analysis (Coarse Sieve for T-74)	3.00	@	\$75.00	= \$225.00
		Moisture Content Tes (T-74)	3.00	@	\$25.00	= \$75.00
		Concrete Cores Compressive Strength	30.00	@	\$20.00	= \$600.00
		Sieve Analysis - Fine Conc Agg	1.00	@	\$100.00	= \$100.00
		SE - Fine Conc Agg	1.00	@	\$60.00	= \$60.00
		Sieve Analysis - Coarse Conc Agg	1.00	@	\$100.00	= \$100.00
		#	116.00			
TOTAL ESTIMATED EXPENSE						= \$24,175.40

TOTAL = \$42,838.03

CONSULTANT NAME: Civil Science

PROJECT NAME: A Street, Moscow, Stage 2

Key No. 22160

A. SUMMARY ESTIMATED LABOR-DAY COSTS

								3.0332		
								Loaded	Raw Labor	
Position	Name	Man-Days		Man-Hours		Hrly Rate		Hrly Rate		Cost
1 Project Manager	J. Southwick	169.75	=	1358.00	@	\$47.00		\$142.56	=	\$ 193,593.83
2 Structural Engineer	A. Yates	0.00	=	0.00	@	\$54.00		\$163.79	=	\$ -
3 Lead Inspector	C. Severson	222.44	=	1779.50	@	\$47.00		\$142.56	=	\$ 253,682.05
4 Inspector	A. Zahrn	92.38	=	739.00	@	\$34.50		\$104.64	=	\$ 77,331.68
5 Clerical	B. Elam	26.88	=	215.00	@	\$23.00		\$69.76	=	\$ 14,998.93
TOTAL LOADED LABOR COST										= \$ 539,606.48
Overtime	C. Severson		=	200	@	\$23.50			=	\$ 4,700.00
TOTAL LOADED LABOR COST WITH OT										= \$ 544,306.48

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

177.00% Approved Rate

C. NET FEE

9.50% Negotiated Fee

D. FCCM

Approved FCCM Rate

E. OUT-OF-POCKET EXPENSE SUMMARY

										Estimated

& Sampling (CE &I) Services**Projects Tasks****1. Construction Administration**

- 1.1 Submittal Log & Minimum Testing Reqmts
- 1.2 Pre-construction Walkthrough
- 1.3 Pre-construction Conference
- 1.4 Labor Compliance
- 1.5 Civil Rights Compliance
- 1.6 Filing and Records Verification

- 1.7 Progress Estimate Preparation
- 1.8 Materials Certifications
- 1.9 Pre-Pour and Pre-paving Meetings
- 1.10 Weekly Progress Meetings
- 1.11 Monthly Invoicing
- 1.12 Subcontracts
- 1.13 Change Orders
- 1.14 Contract Submittal Review
- 1.15 Local Stakeholder Correspondence

Subtotal**2. Survey Verification****Subtotal****3. Project Inspection**

- 3.1 Inspection and Diaries
- 3.2 Identify and Recommend Corrections
- 3.3 Pay Quantity Collection
- 3.4 Environmental & Erosion Control Monitoring
- 3.5 Fuel Price Adjustment Calculations
- 3.6 Asphalt Price Adjustment Calculations
- 3.7 Surface Smoothness Verification

Subtotal**4. Materials Sampling & Testing**

- 4.1 Quality Assurance & Verification Sampling & Testing
- 4.2 Prepare & Transmit Test Results
- 4.3 Schedule for Sampling
- 4.4 Acceptability of "or-equal" Products

Subtotal**5. Record Drawings & Project Close-Out**

- 5.1 Verify Documents and Project Closeout
- 5.2 Receive Bonds, certifications, etc.
- 5.3 Participate in Substantial Completion Review
- 5.4 Participate in Final Inspection
- 5.5 PW Final Documentation

Subtotal**GRAND TOTAL**

Civil Science						ALLWEST					
J. Southwick	A. Yates	C. Severson	A. Zahm	B. Elam		K. Funke	K. Steele	C. Faires	J. Knapp	S. Wolfe	
Project Manager	Structural Engineer	Lead Inspector	Inspector	Clerical	Total	Testing Manager	Lab/Field Technician	Lab/Field Technician	Lab/Field Technician	Clerical	Total
33.00				2.00	35.00						0.00
19.00		19.00			38.00						
19.00		17.00		2.00	38.00						0.00
6.00		1.50		23.00	30.50						0.00
1.50				6.00	7.50						0.00
24.50		49.00		49.00	122.50						0.00
18.00		45.00		18.00	81.00						0.00
6.00		48.00	32.00		86.00						0.00
34.00				2.00	36.00						0.00
301.00				23.00	324.00						0.00
8.00				24.00	32.00	6.00				36.00	42.00
48.00				18.00	18.00						0.00
					48.00						0.00
63.00					63.00						0.00
36.00		22.00			58.00						0.00
617.00	0.00	201.50	32.00	167.00	1017.50	6.00	0.00	0.00	0.00	36.00	42.00
		12.00	12.00		24.00						0.00
0.00	0.00	12.00	12.00	0.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00
300.00		1296.00	695.00		2291.00						0.00
280.00		6.00			286.00						0.00
40.00		80.00			120.00						0.00
		33.00			33.00						0.00
3.00		6.00			9.00						0.00
3.00		6.00			9.00						0.00
1.00		2.00			3.00						0.00
627.00	0.00	1429.00	695.00	0.00	2751.00	0.00	0.00	0.00	0.00	0.00	0.00
		15.00			15.00		220.00				220.00
20.00					20.00		20.25				20.25
		18.00			18.00	18.00					18.00
6.00		6.00			12.00						0.00
26.00	0.00	39.00	0.00	0.00	65.00	18.00	240.25	0.00	0.00	0.00	258.25
40.00		40.00		40.00	120.00						0.00
				8.00	8.00						0.00
23.00		25.00			48.00						0.00
23.00		25.00			48.00						0.00
2.00		8.00			10.00						0.00
88.00	0.00	98.00	0.00	48.00	234.00	0.00	0.00	0.00	0.00	0.00	0.00
1358.00	0.00	1779.50	739.00	215.00	4091.50	24.00	240.25	0.00	0.00	36.00	300.25

Assumptions

14 months - 12/01/2019 to 02/01/2021, 6 months onsite

- 2 hr submittal log Clerical, 2 hr PM, 8 hrs MTR, 1 hr/wk track/update
- 15 hr PM & LI travel, 4 hr walkthrough PM & LI
- 1 hr prep PM & Clerical, 15 hr PM & LI travel, 2 hr meeting, 1 hr prep & distribute minutes PM
- 1 hr/wk cert. pay Clerical, 1/4 hr/mo Title VI and labor interviews LI
- 1 hr/mo Clerical & 1/4 hr/mo PM review
- 1 hr/mo PM, 16 hr/mo LI, 16 hr/mo Clerical
- 6 months - 9 hr/mo estimate & 2242 LI, 4 hr setup LI & 2 hr/mo update quantities LI, 1 hr/mo PM review
- 8 hr/mo LI, 1 hr/mo PM
- 1 hr prep PM & Clerical, 15 hr PM travel, 1 hr meeting PM (LI onsite), 1 hr insp #2 * 2 meeting
- 23 mtgs, PM - 17 in-person/6 phone * 1 hr mtg & 15 hr travel, LI onsite, 1 hr prep and minutes
- 8 ea, 1 hr/ea PM, 3 hr/ea Clerical CS, 2 hr/ea PM & Clerical AW
- 6 ea, 3 hrs Clerical
- 6 ea, 8 hrs PM
- 1/2 hr wk PM, 4 hr/wk LI
- 1 preconst mtg PM & LI, 15 hr travel PM&LI + 1 hr mtg., 1 mtg weekly LI (on-site)

	LHTAC	Date:
		11/4/2019
		Key No.:
		22160
Route	Location Description:	Proj No:
Off	A Street, Moscow, Stage 2	A022(160)

A. SUMMARY ESTIMATED MAN-DAY COSTS

			2.6572			Loaded Labor	
			Man-Hours	Raw Hrly Rate	Loaded Hrly Rate	Cost	
1	Testing Manager	K. Funke	24.00	@	\$45.67	\$121.36	= \$2,912.54
2	Lab/Field Technician	K. Steele	240.25	@	\$21.00	\$55.80	= \$13,406.41
3	Lab/Field Technician	C. Faires	0.00	@	\$20.00	\$53.14	= \$0.00
4	Lab/Field Technician	J. Knapp	0.00	@	\$17.00	\$45.17	= \$0.00
5	Clerical	S. Wolfe	36.00	@	\$24.50	\$65.10	= \$2,343.68
TOTAL RAW LABOR COST							\$18,662.63

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

139.27%

C. FCCM

1.33%

D. OUT-OF-POCKET EXPENSE SUMMARY

#	Code	Task	Est. Amount		Unit Cost	Est Expense
		Mileage	5,880.00	@	\$0.580 =	\$3,410.40
		Nuclear Densometer	40.00	@	\$25.000 =	\$1,000.00
		T-99 Asphalt Binder Anti-Strip	2.00	@	\$55.00 =	\$110.00
		Sieve Analysis coarse/fine (Cold Feed)	1.00	@	\$100.00 =	\$100.00
		FF (Cold Feed)	1.00	@	\$60.00 =	\$60.00
		SE (Cold Feed)	1.00	@	\$60.00 =	\$60.00
		Flat & Elongated (Cold Feed)	1.00	@	\$75.00 =	\$75.00
		Fine Aggregate Angularity	1.00	@	\$60.00 =	\$60.00
		Cores (Bsg)	7.00	@	\$40.00 =	\$280.00
		Rice's Theoretical	6.00	@	\$100.00 =	\$600.00
		Asphalt Extraction w/gradation (AC), NCAT	10.00	@	\$190.00 =	\$1,900.00
		Mechanical Analysis	3.00	@	\$190.00 =	\$570.00
		Asphalt Moisture	6.00	@	\$35.00 =	\$210.00
		Gyratory Volumetrics (Set of 2)	6.00	@	\$190.00 =	\$1,140.00
		Standard Proctor with gradation & PI (soil)	52.00	@	\$230.00 =	\$11,960.00
		Sieve Analysis for Open Graded Base	6.00	@	\$100.00 =	\$600.00
		Check Point, Standard Proctor for Backfill		@	\$75.00 =	\$0.00
		Sieve Analysis coarse/fine (3/4" Aggr)	4.00	@	\$100.00 =	\$400.00
		FF (3/4" Aggr)	4.00	@	\$60.00 =	\$240.00
		SE (3/4" Aggr)	4.00	@	\$60.00 =	\$240.00
		Sieve Analysis (Coarse Sieve for T-74)	3.00	@	\$75.00 =	\$225.00
		Moisture Content Tes (T-74)	3.00	@	\$25.00 =	\$75.00
		Concrete Cores Compressive Strength	30.00	@	\$20.00 =	\$600.00
		Sieve Analysis - Fine Conc Agg	1.00	@	\$100.00 =	\$100.00
		SE - Fine Conc Agg	1.00	@	\$60.00 =	\$60.00
		Sieve Analysis - Coarse Conc Agg	1.00	@	\$100.00 =	\$100.00
			6,034.00	116.00		
TOTAL ESTIMATED EXPENSE					=	\$24,175.40

TOTAL = \$42,838.03

NEGOTIATED FEE AMOUNT

PROJECT NAME: A Street, Moscow, Stage 2
Key No. 22160

		Civil Science	ALLWEST	Negotiation Notes
Base		7.00%	7.00%	
ADDITIVES				
Schedule				
Normal	0.00%	0.00%	0.00%	
Expedited	1.00%			
Duration				
< 1 Year	0.00%			
1 to 2 years	0.50%	0.50%	0.50%	
> 2 years	1.00%			
Size				
< \$150k	1.00%			
\$150k to \$500k	0.50%			
> \$500k	0.00%	0.00%	0.00%	
Complexity				
Low	0.00%			
Low - Mid	0.50%			
Mid	1.00%			
Mid - High	1.50%	1.50%	1.50%	Complex coordination, urban capacity improvement
High	2.00%			
Risk				
Low	0.00%	0.00%	0.00%	Loaded rate, paid by hour for all work
Med	1.00%			
High	2.00%			
ADJUSTED FEE		9.00%	9.00%	
Overhead Rate				
< 1.350	2.00%			
1.351 - 1.550	1.50%		1.50%	
1.551 - 1.650	1.00%			
1.651 - 1.850	0.50%	0.50%		
> 1.851	0.00%			
ADJUSTED OH FEE		0.50%	1.50%	
NET FEE FOR PROJECT		9.50%	10.50%	

COMMITTEE STAFF REPORT

DATE: Monday, November 25, 2019



RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Ordinance Amending Title 4, Chapter 6, Regarding Covered Parking Space Requirements and Miniature Golf Parking Requirements (ACTION ITEM) - Mike Ray

DESCRIPTION

The Planning and Zoning Commission is proposing two amendments to the Off-Street Parking section of the Zoning Code. The first amendment pertains to eliminating the current covered parking requirements for single-family and two-family dwellings. The second amendment is regarding a proposal to amend the off-street parking requirements for miniature golf facilities. On October 23, 2019, the Commission conducted a public hearing upon the proposed ordinance and recommended approval to City Council. The proposed ordinance has been scheduled for a public hearing before City Council at the Council's upcoming December 2, 2019 meeting.

STAFF RECOMMENDATION

Recommend forwarding the proposed ordinance for public hearing at the Council's upcoming December 2, 2019 meeting.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend forwarding the proposed ordinance for public hearing at the Council's upcoming December 2, 2019 meeting; or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

N/A

ATTACHMENTS

1. Ordinance
2. Memo
3. P&Z Minutes
4. Public Hearing Notice

ORDINANCE NO. 2019 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 6, REGARDING AN AMENDMENT TO ELIMINATE THE COVERED PARKING REQUIREMENT FOR SINGLE AND TWO-FAMILY DWELLINGS; PROVIDING FOR THE AMENDMENT OF THE OFF-STREET PARKING REQUIREMENTS FOR MINIATURE GOLF FACILITIES; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, single-family and two (2) family dwellings are currently required to provide one (1) off-street parking space per dwelling that is covered by a garage or carport, or locate the parking space in an area of the property that could be covered in the future; and

WHEREAS, within the R-1 Zoning District, single-family dwellings are required to provide two (2) off-street parking spaces that are covered by a garage or carport, or could potentially be covered in the future; and

WHEREAS, the covered off-street parking space requirement is unique to Moscow and has presented some challenges with satisfying off-street parking requirements on certain development projects; and

WHEREAS, the City is not concerned whether the off-street parking spaces are covered or not and wishes to eliminate the covered parking requirement from the off-street parking standards; and

WHEREAS, miniature golf facilities currently have the same parking requirement as golf courses even though the facilities are substantially smaller in area; and

WHEREAS, the City wishes to reduce the number of off-street parking spaces required for miniature golf facilities to be more consistent with the size of the facilities as well as the common parking requirements of other jurisdictions;

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

SECTION 1: That Moscow City Code Title 4, Chapter 6 be amended as follows:

• • •

Sec. 6-2. Off-Street Parking Requirements.

A. General Provisions: The general provisions for off-street parking and loading are as follows:

1. The provision and maintenance of off-street parking and loading spaces is a continuing obligation of the property owner. No building permit will be issued until plans are presented to the City which show property that is and will remain available for exclusive use as off-street

parking and loading space. The subsequent use of property for which the building permit is issued is subject to a condition of continued satisfaction of the requirements of this Section.

2. A building permit shall be obtained before the construction of any off-street parking or loading areas, or before the expansion of any existing off-street parking or loading areas, commences. A Certificate of Occupancy will be issued only upon completion of all improvements required herein or a temporary and conditional occupancy permit may be issued upon the property owner entering a written agreement insuring the completion of all required improvements within a reasonable period of time, which in no event shall be longer than six (6) months after issuance of the temporary and conditional certificate of occupancy. In the event that the property owner requires additional time, the Zoning Administrator may authorize an extension up to an additional six (6) months. Fees for plan review and inspection may be established from time to time by the Council by resolution, for parking areas not associated with a structure requiring a building permit.

3. Application of Off-Street Parking and Loading Requirements:

a. General: Unless otherwise expressly stated, the parking regulations of this Section shall apply to all districts and all uses within zoned and unzoned areas.

b. New Structure or Use: Unless otherwise expressly stated, at the time a new structure is erected upon a parcel, or a new use is established on a previously undeveloped parcel, off-street parking shall be provided in accordance with the provisions of this Section.

c. Change in Use: Unless otherwise expressly stated, when the use of the property changes, additional off-street parking must be provided to serve the new use only when the number of parking spaces required for the new use exceeds by more than ten percent (10%) the number of spaces required for the lawful use that most recently occupied the building, based upon the Off-Street Parking Schedule of this Section. In other words, a one hundred ten percent (110%) "credit" is given to the most recent lawful use of the property for the number of parking spaces that would be required under this Section, regardless of whether such spaces are actually provided. Any new spaces that are required shall be provided in accordance with the provisions of this Section. When the number of parking spaces required for the new use exceeds (by more than ten percent [10%]) the number of spaces required for the use that most recently occupied the property, additional parking spaces are required only to make up the difference between the amount of parking required for the previous use and the amount of parking required for the new use, based on the standards of this Section.

d. Expansion or Enlargement: Unless otherwise expressly stated, whenever an existing building or use is enlarged or expanded to include additional dwelling units, floor area, seating capacity, employees, or other units of measurement used for establishing off-street parking requirements, the provisions of this Section shall apply. In the case of enlargements or expansions triggering requirements for additional parking, additional off-street parking spaces are required only to serve the enlarged or expanded area, not the entire building or use. There is no requirement to address lawfully existing parking deficits. Additional off-street parking spaces are required only when existing development is enlarged or expanded in any way that results in more than a ten percent (10%) increase in the total number of off-street parking spaces required for the development, based upon the provisions of this Section.

e. Other Parking Areas: All new parking areas or additions to existing parking areas, whether or not their construction is required by the Off-Street Parking Schedule, shall be constructed in accordance with the provisions of this Section.

f. Alterations: Alterations may be made to parking lots where such alterations are made in conformance with the provisions of this Section. Alterations may be made to nonconforming lots where there is no reduction in the number of parking spaces provided; or there may be a reduction

in the number of spaces where the alterations are directed toward bringing the parking area into compliance with the landscaping and/or design requirements of this Section.

g. Maintenance: Routine maintenance of parking facilities shall be permitted and no building permit shall be required for such maintenance.

4. The required number of parking spaces shall be available for the parking of passenger automobiles for residents, customers, patrons, and employees, and shall be in addition to spaces used for storage of vehicles or materials, or for the parking of vehicles used in conducting the business or use.

5. A plan, drawn to scale, indicating how the off-street parking and loading requirements are to be met, shall accompany an application for a building permit. Such plan shall show all elements necessary to determine that the requirements of this Section are being met, including the following:

- a. Individual parking and loading spaces.
- b. Circulation area necessary to serve spaces.
- c. Access to streets and property to be served.
- d. Curb cuts.
- e. Areas reserved for landscaping, types of plants and any other materials or improvements required for landscaping.
- f. Dimensions, continuity and substance of fencing or other types of screening.
- g. Grading, surfacing, drainage and subgrading details.
- h. Obstacles, if any, to parking and traffic circulation in the finished parking area.
- i. Specifications for signs, bumper guards and markings to identify individual spaces.
- j. Traffic control devices and signage.
- k. Other pertinent details.

6. Design requirements for parking lots:

a. Parking lots and their associated driveways and vehicle maneuvering areas shall have plant mix asphaltic concrete of two inch (2") thickness with six inches (6") of crushed rock base, or Portland cement concrete of four inch (4") thickness with four inch (4") crushed rock base surfaces, or an alternative surface of similar durability and utility, approved by the City Engineer. These standards are designed for passenger vehicles and may not support heavy truck traffic and/or loading.

b. Parking lots and required interior landscaping shall be contained by a curb which is at least four inches (4") high and which is set back a minimum of two feet (2') from the property line and from exterior landscaping, except where the parking spaces are provided for single family dwellings.

c. Individual parking spaces shall be permanently marked to allow users to adequately identify the required individual spaces, except where the spaces are provided for single family or two (2) family dwellings.

d. Parking lots and spaces shall be designed such that their use will not require backing movements or other maneuvering within a street right of way. Parking spaces provided for single family and two (2) family dwellings are exempt from this requirement, unless the street being accessed is a designated arterial street. The continuation, alteration, expansion, relocation, reconstruction, or replacement of a single or a two (2) family dwelling, for which the parking requires backing or maneuvering within a designated arterial street right-of-way, shall be allowed where such situation existed prior to May 1, 2003, notwithstanding the nonconformity regulations of this Zoning Code. Additional parking required as a result of the expansion, alteration, reconstruction, or replacement of any such two (2) family dwelling shall meet the parking design standards required at the time of the building permit application. Where backing movements are

proposed within an alley right-of-way, a sidewalk with a minimum width of three feet (3') shall be provided adjacent to the parking lot between the parking lot and the use served by the parking lot.

e. Parking lots and spaces shall be designed such that a vehicle shall not be required to cross another parking space to gain access to a required parking space (tandem configuration) except for parking spaces serving single family, two (2) family, twinhome, and townhouse dwellings. Tandem parking may be allowed for multi-family dwellings under the following conditions:

i. The purpose of the parking design is to provide enclosed garages for the multi-family dwelling resident use;

ii. The tandem parking spaces (the parking space within the garage and in front of the garage) are assigned and furnished for use by the occupants of a single family dwelling unit without separate, additional compensation; and

iii. No more than fifty percent (50%) of the required parking may be provided in a tandem configuration.

f. Service drives to off-street parking areas shall be designed to provide maximum safety for vehicles and pedestrians. Multi-family, commercial and institutional use buildings shall provide a sidewalk connecting the public street to the building entrance. Where multiple street frontages exist, only one (1) such sidewalk connection shall be required to be provided from one (1) street frontage. Where multiple buildings exist within the same development site and there exists vehicular access from one (1) parking area to another, only one (1) such sidewalk connection per building shall be required to be provided from one (1) street frontage. Where any such sidewalk is interrupted by a driveway or traffic aisle, a pedestrian crosswalk shall be clearly marked on the driving and walking surface. The number of service drives shall be limited to the minimum that will accommodate anticipated traffic. Minimum width of service drives, including alleys where used for backing or other maneuvering in parking lots, shall be in accordance with traffic aisle widths provided in Figure 1.

g. Parking areas with one hundred fifty (150) or more spaces shall include pedestrian walkways or other such facilities to ensure the safe passage of pedestrian traffic through the parking area.

7. Each off-street parking space shall be designed to conform to the City Parking Lot Standards, as set forth in Figure 1 (following Section 4-6-5-2 D.).

~~In an R-1 zoning district, if the required off-street parking for a single family dwelling is not provided in a garage or carport, then such space shall be so located that, at a future date, it may be covered by a garage structure in accordance with the provisions of this Zoning Code and the City Code. In all other zoning districts, if the required off-street parking for a single family dwelling or a two (2) family dwelling is not provided in a garage or carport, then at least one (1) such space per dwelling unit shall be so located that at a future date it may be covered by a garage structure in accordance with the provisions of this Zoning Code and the City Code.~~

...

E. Off-Street Parking Schedule: Parking spaces required for designated uses in all zoning districts, except within Section 4-6-5(E)(4) below, are established as follows:

1. Compact Spaces: An allowance of thirty-five percent (35%) of the total number of spaces required may be identified and used as compact car spaces. These spaces shall be conveniently located and provided with adequate signage.

2. Fractional Requirements: Fractional requirements shall require one (1) space.

3. Area Calculation: Except as otherwise indicated, area measurements are given in gross floor area. Restroom facilities and areas used for storage may be excluded from the floor area calculation.

4. Specific Zone Exemptions: The following zoning districts have off-street parking requirements specific to each respective zone and are not required to meet Section 4-6-5(E)(6) below; however, all other provisions of Section 4-6-5 shall apply.

a. Central Business (CB) Zoning District: Off-street parking is not required within the CB Zoning District.

b. Urban Mixed Commercial Zoning District Required Off-Street Parking:

i. Minimum Required.

Use of Building or Site	Minimum Number of Automobile Parking Spaces Required
Residential Uses	50% of the minimum parking required by this Code
Hotels	1 per room
Convention/Meeting Spaces	1 per 10 fixed seats and 1 per each 100 sf of assembly space without fixed seating
Office, Retail, and Other Uses	No minimum parking specified

ii. Maximum Allowed Off-Street Parking. The maximum allowed off-street surface parking shall be limited to no more than one hundred percent (100%) of the minimum parking required as specified within the minimum required parking table of Section 4-6-5(E)(6) of this Code. Parking within parking structures or placed under structures shall not be counted toward the maximum allowed off-street parking limitation.

c. University Zoning District. Off-street parking is not required within the U Zoning District since the University of Idaho manages parking on campus through the Parking and Transportation Services Department.

5. Accessibility: Where off-street parking is required for multi-family residential, commercial, or institutional uses, accessible parking and access shall be provided in accordance with the most recent standards promulgated by the American National Standards Institute (ANSI) and the most recently adopted building code. The van accessible space detail, standard accessible space detail, accessible sign detail, and the number of accessible spaces required are shown in Figure 2 below. The most recently adopted ANSI and building code requirements shall take precedence over Figure 2 in the circumstance where there are differing standards.

6. Minimum Number of Automobile Parking Spaces Required by use of building or site:

~~6. Minimum Number of Automobile Parking Spaces Required by use of building or site:~~

RESIDENTIAL USES	Minimum Number of Automobile Parking Spaces Required ²
<i>Dwellings in Residential Zones</i>	
Single Family (up to 4 unrelated individuals)	2 per du, plus 1 per bedroom in excess of 4 bedrooms
Two Family	2 per du, plus 1 per bedroom in excess of 4 bedrooms
Twinhome	2 per dwelling unit

Townhouse	2 per dwelling unit
Single Family (up to 6 unrelated individuals)	2 per du, plus 1 per bedroom in excess of 4 bedrooms
Multiple Family (3 or more units)	Studio or one bedroom: 1.25 per du Two bedroom: 1.75 per du Three or more bedroom: 0.75 per bedroom
Mobile Home Parks	2 per mobile home
Group Living	
Boarding House (occupied by owner, up to 6 boarders)	2 per du, plus 1 per bedroom in excess of 4 bedrooms
Dormitories	1 per 2 occupants based upon anticipated max occupancy
Fraternity, Sorority, and Cooperative Houses	1 per 2 occupants based upon anticipated max occupancy
Accessory Uses	
Accessory Dwelling Unit	1 in addition to principal structure requirements
NON-RESIDENTIAL USES	Minimum Number of Automobile Parking Spaces Required²
Agricultural Uses	
Agriculture, Animal Production	None Required
Agriculture, Crop Production	None Required
Animals and Fowl (as permitted by City Code Title 10)	None Required
Animal Slaughtering and Processing	None Required
Gardens (Market and Community) no on-site retail sales	None Required
With on-site retail sales	None Required
Sawmills	None Required
Amusement and Recreation Facilities	
Archery/Shooting Ranges (indoor only)	1.5 per firing lane
Bowling Centers	6 per lane
Dance Halls	1 per 100 sf
Fitness Centers	1 per 300 sf
Golf Courses and Country Clubs	4 per hole
Miniature Golf Facilities	41 per hole
Movie Theaters	1 per 4 seats
Riding Stables	1 per 3 stalls
Stadiums and Sports Arenas (Ice/Roller Rinks, Gymnasiums, Ballfields)	1 per 8 seats, plus 1 per 100 sf of assembly space without fixed seats ³
Animal-Related Business	
Veterinary Services	1 per 200 sf

Pet Care Services	1 per 400 sf
Financial, Technology, and Professional Services	
Agencies, Brokerages and Other Insurance Related Activities	1 per 400 sf
Broadcasting Studios	1 per 400 sf
Business, Professional, Political, Social Advocacy, Grantmaking, and Similar Organizations	1 per 400 sf
Commercial Banking, Savings Institutions, and Credit Unions	1 per 400 sf
Construction Contractor Services	1 per 400 sf of office space
Data Processing, Hosting, and Related Services	1 per 400 sf
Professional, Scientific, and Technical Services	1 per 400 sf
Publishing Industries (except Internet)	1 per 400 sf
Real Estate Services	1 per 400 sf
Securities, Commodity Contracts, and Other Financial Investments	1 per 400 sf
Software Publishers	1 per 400 sf
Food and Beverage Service	
Coffee/Espresso Stand	1 per 200 sf
Drinking Places (Alcoholic Beverages)	1 per 200 sf
Restaurants	1 per 200 sf
Manufacturing	
Beverage Manufacturing	1 per 1,000 sf
Manufacturing, Heavy	
Manufacturing, Light	
Aerospace Product and Parts Manufacturing	
Computer and Electronic Product Manufacturing	
Electrical Equipment, Appliance, and Component Manufacturing	
Medical Equipment and Supplies Manufacturing	
Pharmaceutical and Medicine Manufacturing	
Public/Institutional Uses	
Antenna Towers (<i>new</i>)	1 stall per site
Co-Location	None Required
Cemeteries	None Required
Child Day Care Services	
<i>Family, 5 or fewer children</i>	2 per child care facility
<i>Group, 6 to 12 children</i>	2 per child care facility plus the loading zone requirements of Section 4-3-4. D.
<i>Small, 13 to 20 children</i>	3 per facility plus the loading zone requirements of Section 4-3-4. D.

<i>Large, 21 or more children</i>	4 per facility plus the loading zone requirements of Section 4-3-4. D.
Civic and Social Organizations	1 per 4 seats or 100 inches of bench seating, plus 1 per 100 square feet of open assembly area
Community/Neighborhood Center	1 per 4 seats or 100 inches of bench seating, plus 1 per 100 square feet of open assembly area
Correctional Institutions	1 per each 6 beds
Educational Services	Kindergarten, Elementary & Middle Schools: 2 spaces per classroom and 1 for every 8 seats in largest assembly area; High Schools: 5 spaces per classroom and 1 for every 8 seats in largest assembly area;
Fairgrounds	1 per 8 seats and 1 per 100 sf of assembly space without fixed seats
Funeral Homes and Funeral Services	1 per 75 sf used for assembly
Government Office Buildings	1 per 400 sf
Health Care Services (Ambulatory)	1 per 200 sf
Hospitals	1 per bed
Museums and Art Galleries	1 per 500 sf
Nursing and Residential Care Facilities	1 per 3 beds
Public Parks & Recreational Facilities (operated by local government)	1 per 8 seats and 1 per 100 sf of assembly space without fixed seats ³
Public Service and Utility Facilities	None Required
Religious Facilities	1 per 4 seats or 100 inches of bench seating, plus 1 per 100 square feet of open assembly area
Telecommunications Services	1 per 400 sf
Retail and Personal Services	
Consumer Goods Rental	1 per 400 sf
Laundries and Drycleaners	1 per 400 sf
Personal Care Services	1 per 400 sf
Retail Sales (excluding 4411 & 444)	1 per 400 sf; 1 per 800 sf for retail stores handling bulky merchandise (furniture, appliances, etc.)
Large Retail Establishment	
Storage Services	
Self-Storage Facilities	1 per 300 sf of sales or office area
Warehouses/Wholesale Uses	1 per 2,000 sf
Temporary Uses¹	
Vehicles and Equipment	
Automobile and RV Dealers	
Automotive Repair and Maintenance	1 per 800 sf

Building Material Sales & Garden Equipment/Supplies	
Commercial and Industrial Machinery and Equipment Repair and Maintenance	
Electronic and Precision Equipment Repair and Maintenance	
Gas Stations	
Heavy Equipment Sales (mobile homes, farm equipment)	
Parking Lots and Garages	None Required
Personal and Household Goods Repair and Maintenance	1 per 800 sf
Railroad Yards and General Freight Trucking	1 per 2 employees on maximum work shift, but not less than 1 per 1,000 sf
Rental and Leasing Services	1 per 800 sf
Scrap Yards/Material Recycling ¹	1 per 300 sf of sales or office area
Visitor Accommodations	
Bed and Breakfast	0.5 per bedroom
Hotels and Motels	1 per sleeping room
RV Parks and Campgrounds	1 per each trailer/tent or RV space

NOTES
¹ Or applicant provide parking survey and summary to document peak on-street parking demand for the neighborhood for Zoning Administrator and/or Board of Adjustment determination that adequate parking is available. ² Exemptions to minimum off-street parking requirements in CB, UMC, and U Zones. See Section 4-6-5(E)(4) ³ Or as determined by the Zoning Administrator, in consideration of operating characteristics of the use

...

SECTION 2: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions. The remaining sections of Title 4 shall be in full force and effect.

SECTION 3: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of the City of Moscow, Idaho, Municipal Code, the definitions contained within those portions of the Moscow Municipal Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2019.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

DRAFT

Memo

To: Mayor and City Council

From: Mike Ray, AICP - Planning Manager

Date: November 18, 2019

Re: Amendment of Title 4, Chapter 6 Regarding an Amendment to Eliminate the Covered Parking Space Requirement for Single-Family and Two-Family Dwellings and an Amendment to Mini Golf Parking Requirements

The Planning and Zoning Commission is proposing two amendments to the Off-Street Parking section of the Zoning Code. The first amendment pertains to covered parking requirements. The Code currently requires single-family and two-family dwellings to provide two off-street parking spaces per dwelling unit. Of the two off-street parking spaces, one space is required to be covered by a garage or carport, or located in an area of the property that could be covered in the future (meets setback requirements). Within the R-1 Zoning District, single-family dwellings are required to provide two off-street parking spaces that are covered by a garage or carport, or could potentially be covered in the future. In Staff's research, the covered off-street parking space requirement is somewhat unique to Moscow and has presented some challenges with satisfying off-street parking requirements on certain development projects. Staff is generally only concerned with providing adequate off-street parking and not necessarily whether the parking spaces are covered or not. The Planning and Zoning Commission has reviewed this matter and are proposing to eliminate the covered parking requirement from the off-street parking standards.

The second amendment in the ordinance is a proposed change in miniature golf facility off-street parking requirements. Miniature golf facilities currently have the same parking requirements as golf courses even though the facilities are substantially smaller in area. The requirements for both miniature golf facilities and golf courses is 4 parking spaces for every 1 hole. Staff reviewed the miniature golf parking requirements for a number of other municipalities and observed that the common requirement was 1 to 1.5 parking spaces per hole. Therefore, the Planning and Zoning Commission is proposing to reduce the number of off-street parking spaces required for miniature golf facilities to 1 space per hole to be more consistent with the size of the facilities as well as the common parking requirements of other jurisdictions.

On October 23, 2019, the Commission conducted a public hearing upon the proposed ordinance and recommended approval to City Council. The proposed ordinance has

been scheduled for a public hearing before City Council at the Council's upcoming December 2, 2019 meeting.

PLANNING & ZONING COMMISSION



Wendy McClure
Commission Chair

~Meeting Minutes~
October 23, 2019

Mike Ray
Staff Liaison

p&z@ci.moscow.id.us

208.883.7008

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

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

MEMBERS PRESENT: Wendy McClure, Chair; Scott Gropp, Joel Hamilton, Connie Kimmel, Mike Nelsen, Robb Parish, Nels Reese, Victoria Seever, Dennis Wilson

MEMBERS ABSENT: None

ALSO IN ATTENDANCE: Mike Ray, Anne Peterson

1. Approval of minutes from September 25, 2019 [ACTION ITEM]

Seever moved approval of the minutes as present, seconded by Parish. Motion carried by acclamation with Hamilton abstaining.

2. Public Comment

None.

3. Public Hearing: Legislative Amendment of Title 4, Chapter 3 to Allow Accessory Dwelling Units to have Separate Electric and Water Meters [ACTION ITEM]

The Zoning Code currently requires that the electrical and water service for ADUs shall be extended from the primary dwelling on the property. There have been instances recently where the electrical service has been required to be upgraded in the primary dwelling at a substantial cost in order to extend electricity to the ADU. The Commission is proposing to eliminate this requirement.

Public hearing opened at 7:06 and closed immediately due to no one being present to testify. Gropp asked if gas and sewer can be separate for ADUs and Ray said they are already done separate. Parish moved to recommend approval of the amendment, seconded by Wilson. Motion carried unanimously by acclamation.

4. Public Hearing: Legislative Amendment of Title 4, Chapter 6 Regarding an Amendment to Eliminate the Covered Parking Space Requirement for Single-Family and Two-Family Dwellings and an Amendment to the Off-Street Parking Requirements for Miniature Golf Facilities. [ACTION ITEM]

There is a provision of the off-street parking section of the Zoning Code that requires one of the required off-street parking spaces for single-family and two-family dwellings to be covered or located in a place on the property which could be covered in the future. This requirement is unique to Moscow and has historically presented some challenges with certain projects through the years. The Commission is proposing to eliminate this requirement. Additionally, staff is recommending a change to the required parking for miniature golf facilities from 4 spaces per hole to 1 space per hole.

Public hearing opened at 7:08 and closed immediately due to no one being present to testify. Hamilton moved to recommend approval of the amendment, seconded by Wilson. Motion carried unanimously by acclamation.

5. Transportation Commission Meeting Report

Hamilton said the main agenda item from the last meeting was cancelled and the next meeting will be November 14th.

Parish commented that on a recent trip to southern California he noticed that the center of all bike lanes were painted solid green which made them much more visible, and approaching intersections the paint transitioned to green/white hash lines. Commissioners agreed that ongoing paint maintenance would certainly be a larger consideration here than in California.

Parish reported on the great turnout at the Airport Runway Opening event and applauded the coordination required by Pullman/Moscow, UI/WSU, and Latah/Whitman counties to make twenty years' work come to fruition.

6. Continuing Education Video Presentation (Item heard after adjournment)

Take-aways the second half of the video entitled, *Living Tiny Legally Part 1* included:

- Small-lot development is one method for providing in-fill, urban redevelopment, and affordable housing.
- Tiny homes as a second dwelling unit on an established lot creates affordable housing because all the infrastructure is already there.
- Health and safety standards are important considerations for daily habitability. ANSI standards require fire egress windows, for example.
- Although tiny homes on wheels are licensed as recreational vehicles, cities can define them differently within zoning and building codes.
- Tiny home subdivisions only make sense if the developer can make the land cost, infrastructure expenses and actual building costs pencil out for a profit.

Commission discussion of the entire video

Tiny homes generally run 200-300sf in comparison with Moscow's ADU maximum of 600sf. Parish said the current ADU ordinance could be a good place to begin the tiny home discussion. McClure thought tiny home in-fill without the need for expanded infrastructure was a good way to provide more affordable housing. Ray commented that when people refer to "affordable housing", most are typically thinking about home ownership. However, there are many affordable rental options in town such as apartments. There was discussion about how RVs, mobile homes, etc. are taxed or licensed but no one knew the specifics in Idaho. Reese commented that Moscow's climate would also be a consideration in terms of heating and not having use of outdoor space during many months of the year, or changing your lifestyle to spend most of your time somewhere other than at home. Reese thought the current ADU ordinance provided the same opportunities. Ray suggested the Commission may want to discuss the current code restriction on RVs (anything on wheels) anywhere except in approved RV parks. Kimmel mentioned that the housing study recently done by PEP includes information about tiny homes and suggested it would be interesting for the Commission to review. Seever expressed concern about seeing tiny homes pop up in backyards all over town. Commissioners remained interested in continuing the discussion and learning whether there's much local market demand. Ray said staff field inquiries a few times per year.

7. Announcements

None.

The meeting adjourned at 7:18 p.m.


Wendy McClure, Chair

NOTICE OF PUBLIC HEARING

Legislative Hearing Providing for the Amendment of Title 4, Chapter 6 of Moscow City Code
Regarding Off-Street Parking Requirements

A public hearing at which you may be present and speak will be conducted before the Moscow City Council at which time the following proposals will be considered:

Legislative Hearing Providing for the Amendment of Title 4, Chapter 6 Regarding an Amendment to Eliminate the Covered Parking Requirement for Single and Two-Family Dwellings and an Amendment to the Off-Street Parking Requirements for Miniature Golf Facilities.

HEARING DATE: Monday, December 2, 2019

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

MEETING TIME: 7:00 p.m.

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

The file containing information on this matter is available for public review at the Community Development Department located in the Paul Mann Building at 221 East Second Street, Moscow, Idaho. Call 883-7035 to get a meeting agenda and further information about the matter.

Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at: www.ci.moscow.id.us/505/Public-Hearing-Notices

Laurie M. Hopkins, City Clerk


Anne Peterson, Deputy City Clerk

Publish: Saturday, November 16, 2019

COMMITTEE STAFF REPORT

DATE: Monday, November 25, 2019



RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Ordinance Amending Title 4, Chapter 3, Regarding Accessory Dwelling Unit Minimum Lot Size and Utility Requirements (ACTION ITEM) - Mike Ray

DESCRIPTION

On April 6, 2015, City Council approved Ordinance 2015-06 which permitted Accessory Dwelling Units (ADUs) in all residential zones and also established certain development standards. Since the ADU ordinance has been approved, there have been eight ADUs that have been constructed throughout the City. Staff has encountered a number of circumstances over the last four years with lots in older areas of town that have been ineligible for ADUs because of the minimum lot size requirement. Therefore, the Planning and Zoning Commission is proposing to eliminate the minimum lot size requirement to allow greater opportunities for all residential properties to have the option of developing ADUs. Additionally, the Commission is also proposing to amend the limitations on the use table to allow ADUs to have separate electric and water meters. On August 28, 2019, the Commission conducted a public hearing upon the minimum lot size amendment and on October 23, 2019, the Commission conducted a public hearing upon the limitations on use table amendment and recommended approval of both to the City Council. The proposed ordinance has been scheduled for a public hearing before City Council at the Council's upcoming December 2, 2019 meeting.

STAFF RECOMMENDATION

Recommend forwarding the proposed ordinance for public hearing at the Council's upcoming December 2, 2019 meeting.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend forwarding the proposed ordinance for public hearing at the Council's upcoming December 2, 2019 meeting; or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

N/A

ATTACHMENTS

1. Ordinance
2. Memo
3. minPZC20190828
4. minPZC20191023
5. Public Hearing Notice

ORDINANCE NO. 2019 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 3; PROVIDING FOR AN AMENDMENT TO THE ACCESSORY DWELLING UNIT STANDARDS TO ELIMINATE THE MINIMUM LOT SIZE REQUIREMENT; PROVIDING FOR AMENDMENTS TO THE LIMITATIONS ON THE USE TABLE TO ALLOW ACCESSORY DWELLING UNITS TO HAVE SEPARATE ELECTRIC AND WATER METERS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, on April 6, 2015, Moscow City Council approved Ordinance 2015-06, which permitted Accessory Dwelling Units (ADUs) in all residential zones within the City of Moscow; and

WHEREAS, since the ADU ordinance has been approved, there have been eight ADUs that have been constructed throughout the City; and

WHEREAS, there are a substantial number of properties that are ineligible for ADUs because they do not meet the minimum lot area of the zoning district in which they are located in; and

WHEREAS, the majority of the properties that do not meet the minimum lot size are in traditional neighborhoods near downtown where the City has been promoting infill development; and

WHEREAS, the City wishes to eliminate the minimum lot size requirement to allow greater opportunities for all residential properties to have the option of developing ADUs; and

WHEREAS, accessory structures that utilize electricity and/or water, and are accessory to single family or duplex dwellings, are currently required to be serviced from the same electrical and/or water meter as the single family or duplex dwelling; and

WHEREAS, Accessory Dwelling Units (ADUs) are intended to be separate dwelling units that are accessory to single family dwellings; and

WHEREAS, ADUs are still classified as accessory structures and would be required to be serviced from the same electrical and water service as the single family dwelling; and

WHEREAS, having two (2) dwelling units serviced from the same electrical and water meters has presented some challenges regarding electrical service capacity; and

WHEREAS, since ADUs are intended to be separate dwelling units, the City wishes to amend the limitations on the Use Table to allow ADUs to have separate electric and water meters;

WHEREAS, on August 28, 2019, the Planning and Zoning Commission conducted a public hearing upon the minimum lot size amendments contained herein and recommended approval to the City Council; and

WHEREAS, on October 23, 2019, the Planning and Zoning Commission conducted a public hearing upon the limitations on use table amendments contained herein and recommended approval to the City Council; and

WHEREAS, on December 2, 2019, the Moscow City Council conducted a public hearing and considered and adopted the amendments contained herein;

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

SECTION 1: That Moscow City Code Title 4, Chapter 3 be amended as follows:

...

Sec. 3-5. Specific Use Standards.

A. Accessory Dwelling Units:

1. **Applicability and Purpose.** These standards shall apply to Accessory Dwelling Units which are permitted by this Code. These standards are intended to help promote the benefits of Accessory Dwelling Units, while also preserving neighborhood character and creating predictability and certainty for established neighborhoods.

2. **Specific Standards.**

a. **General.** Accessory Dwelling Units must meet all applicable regulations for the zoning district in which they are located, except as otherwise expressly stated within this Section. ~~Lots that currently do not meet the minimum lot size for a single family dwelling shall be ineligible for an Accessory Dwelling Unit.~~

b. **Size.** The floor area of the Accessory Dwelling Unit may not exceed six hundred (600) square feet or forty percent (40%) of the gross floor area of the principal dwelling, whichever is less.

c. **Maximum Occupancy.** The number of persons allowed to reside within an Accessory Dwelling Unit shall be limited to two (2).

d. **Owner Occupancy.**

i. Prior to the issuance of a building permit for an Accessory Dwelling Unit, the property owner must record a deed restriction upon the property which states that the property owner will reside on the property, within either the principal dwelling or Accessory Dwelling Unit. The deed restriction must be approved by the City Attorney and shall be binding upon the heirs, assigns, and subsequent purchasers of the property.

ii. Owner occupancy means a property owner, as reflected in real property records, who makes his or her legal residence at the property, as evidenced by voter registration or similar means and actually resides at the property for more than six (6) months out of any given year. Owner occupancy may also include a named natural person with an ownership or benefit in a private trust, but shall not extend to corporate trusts.

iii. The Community Development Director may waive this requirement for temporary absences of greater than six (6) months for military service, employment sabbatical, or family medical leave qualified absences. Temporary leave waivers for other reasons must be reviewed and approved by the City Council.

iv. In the event the owner is unable to reside on the property as required herein, only one (1) of the dwelling units on the property may be occupied.

e. Off-street parking. One (1) off-street parking space shall be required for the Accessory Dwelling Unit, in addition to that required for the principal dwelling.

...

Sec. 3-6. Limitations on Uses Table.

LIMITATIONS ON USES															
	FR	SR	R-1	R-2	R-3	R-4	RO	NB	RTO	CB	GB	MB	I	UMC	U
All uses other than dwellings:															
No more than 35% of lot area shall be covered by buildings			X	X	X	X									
Off-street parking shall not be located in required front or street side yards			X	X	X	X									
Type-A landscape buffer shall be provided along any property line abutting property zoned SR, R-1, R-2, or R-3			X	X	X	X									
All uses shall be conducted wholly and entirely within enclosed buildings, except:															
Building material yards								X	X			X			
Car washes												X			
Drive-in theaters, miniature golf courses, commercial amusement parks and similar uses												X			
Gasoline service stations												X			
Kennels												X			
Landscape supply yards												X			
Market Garden, Community Garden, Accessory Garden								X	X			X			
Movable displays incidental to the major usage, except that such displays shall be confined to privately owned property												X			
Outdoor advertising structures												X			
Outdoor dining areas for restaurants								X	X			X			
Outdoor play areas necessary for schools or daycares								X	X						
Parking and loading areas								X	X			X			
Public utility installations												X			
Sales display areas for automobiles, mobile homes, trailers, boats and heavy duty equipment												X			
Temporary uses, as permitted by this Code												X			
All products made incident to a permitted use which are manufactured, fabricated, processed or treated on the premises shall be sold primarily on the premises	X									X	X				
Uses, buildings and structures that utilize electricity and/or water and are accessory to a single family or duplex residence shall be serviced by the same electrical and/or water meter as the single family or duplex residence. The Zoning Administrator may allow separate meters in the event that the distance between the principal use and the accessory use is determined to be exceptionally long. <u>Accessory Dwelling Units are permitted to have separate meters.</u>	X	X	X	X	X	X									
	FR	SR	R-1	R-2	R-3	R-4	RO	NB	RTO	CB	GB	MB	I	UMC	U
Off-street parking areas associated with a principal structure on a lot shall be located behind or to the side of the principal structure that it serves. No off-street parking shall be located between the principal structures and the adjacent principal public street or pedestrian walkway.														X	
Operations conducted on the premises shall not constitute a nuisance beyond the property lines by reason of smoke, fumes, odor, steam, gasses, vibration, noise, hazards, or other causes									X	X	X			X	
Gasoline stations: pump islands shall not be closer than fifteen feet (15') to any street, property line, or public right-of-way												X	X		
Accessory buildings customarily incident to any of the permitted uses shall be located on the same site with the principal building												X	X		
Accessory structures encroaching into the minimum rear yard setback shall not occupy more than fifty percent (50%) of the area of the required rear yard for the parcel	X	X	X	X	X	X	X	X	X						
Uses specifically not permitted:															
Uses involving the use of machinery out of doors that generate significant noise, dust or odors									X						

SECTION 2: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions. The remaining sections of Title 4 shall be in full force and effect.

SECTION 3: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of the City of Moscow, Idaho, Municipal Code, the definitions contained within those portions of the Moscow Municipal Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2019.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Memo

To: Mayor and City Council

From: Mike Ray, AICP - Planning Manager

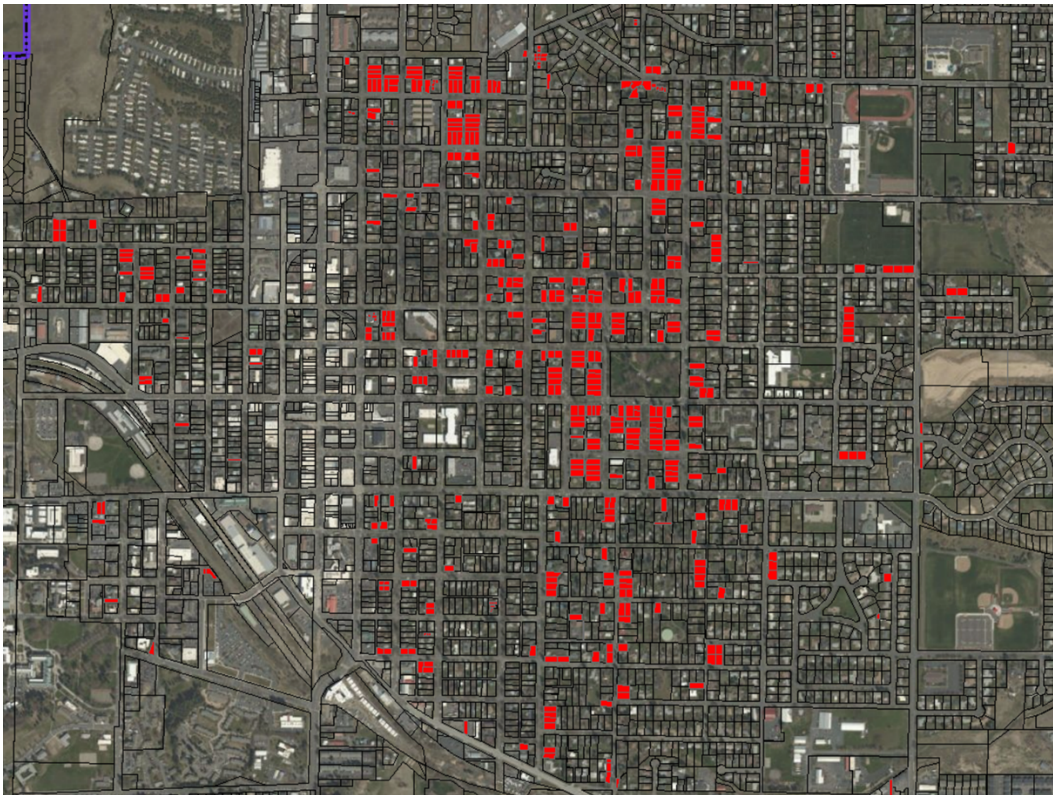
Date: November 18, 2019

Re: Amendment of Title 4, Chapter 3 Regarding Amendments to the Accessory Dwelling Unit Standards to Eliminate the Minimum Lot Size Eligibility Requirement and Utility Meter Requirements

On April 6, 2015, City Council approved Ordinance 2015-06 which permitted Accessory Dwelling Units (ADUs) in all residential zones and also established certain development standards. An ADU is a secondary dwelling unit that is accessory to a single-family dwelling on a single lot, containing complete housekeeping facilities and which is added to, created within, or detached from the principal dwelling unit. Since the ADU ordinance has been approved, there have been eight ADUs that have been constructed throughout the City. The following development standards are currently required for ADUs:

- ADU size is limited to 600 sq. ft. or 40% of the gross floor area of the principal dwelling, whichever is less; and
- Maximum occupancy is limited to 2 occupants; and
- The owner of the property is required to reside in either the ADU or the principal dwelling; and
- One additional off-street parking space is required for the ADU.

Additionally, in order for properties to be eligible for an ADU, the lot must meet the minimum lot size for the zoning district in which it is located in. Staff has encountered a number of circumstances over the last four years with lots in older areas of town that have been ineligible for ADUs because of the minimum lot size requirement. Staff has conducted an analysis of lots throughout the City which currently do not meet minimum lot size requirements (map on next page), and found that there are a substantial number of properties that are ineligible for ADUs because of this requirement. The majority of the properties that do not meet the minimum lot size are in traditional neighborhoods near downtown where the City has been promoting infill development that still preserves the character of the neighborhood. Therefore, the Planning and Zoning Commission is proposing to eliminate the minimum lot size requirement to allow greater opportunities for all residential properties to have the option of developing ADUs.



Lots with non-conforming lot sizes highlighted in red

The other portion of the proposed ordinance is related to separate utility meters. Currently, accessory structures that utilize electricity and/or water, and are accessory to single family or duplex dwellings, are required to be serviced from the same electrical and/or water meter as the single-family dwelling or duplex. Since ADUs are accessory structures, they are currently limited by this restriction.

Having two dwelling units serviced from the same electrical and water meters has presented some challenges regarding electrical service capacity. There have been instances where electrical panels and/or the main electrical service to the principal dwelling have needed to be upgraded at a significant cost in order to be able to satisfy this requirement. Since ADUs are intended to be separate dwelling units that are accessory to single family dwellings, Staff sees no reason why separate meters should not be permitted. Therefore, the Planning and Zoning Commission wishes to amend the limitations on the use table to allow ADUs to have separate electric and water meters.

On August 28, 2019, the Planning and Zoning Commission conducted a public hearing upon the minimum lot size amendment and on October 23, 2019, the Commission conducted a public hearing upon the limitations on use table amendment and recommended approval of both to the City Council. The proposed ordinance has been scheduled for a public hearing before City Council at the Council's upcoming December 2, 2019 meeting.

PLANNING & ZONING COMMISSION



Wendy McClure
Commission Chair

~Meeting Minutes~
August 28, 2019

Mike Ray
Staff Liaison

p&z@ci.moscow.id.us

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

208.883.7008

The meeting was called to order at 7:03 p.m. with the introduction of new Commissioner Connie Kimmel, representing the Area of City Impact.

MEMBERS PRESENT: Wendy McClure, Chair; Joel Hamilton, Connie Kimmel, Mike Nelsen, Robb Parish, Nels Reese, Victoria Seever
MEMBERS ABSENT: Scott Gropp, Dennis Wilson
ALSO IN ATTENDANCE: Mike Ray, Brandy Sullivan

1. Approval of minutes from July 24, 2019

Seever moved approval of the minutes as presented.

RESULT:	ACCEPTED BY ACCLAMATION
MOVER:	Seever
SECONDER:	Nelsen

2. Public Comment

None.

3. Approval of Reasoned Statement of Relevant Criteria and Standards:

- Proposed Conditional Use Permit Application to expand an existing Recreational Vehicle Park at 1651 Carmichael Rd in the Area of City Impact - LUP2019-0025

Seever moved to recommend approval of the Relevant Criteria and Standards with corrections.

RESULT:	APPROVED BY ACCLAMATION
MOVER:	Seever
SECONDER:	Parish

4. Public Hearing: Legislative Amendment Regarding Accessory Dwelling Unit (ADU) Standards

On April 6, 2015, City Council approved Ordinance 2015-06 which permitted ADUs in all residential zones and also established certain development standards. Since the ADU ordinance has been approved, there have been eight ADUs that have been constructed throughout the City. The Commission reviewed the possibility of removing the requirement that lots must meet the minimum lot size of their zone in order to be eligible for an ADU at the last meeting on June 26, 2019 and directed staff to prepare and ordinance which would remove the requirement.

Ray provided background as described above and reviewed the recent discussions regarding minimum lot size. Staff recommended approval of the proposed ordinance. Public hearing opened at 7:12 and closed immediately due to no one in attendance wanting to testify.

Seever recommended approval of the ordinance amendment as presented.

RESULT:	APPROVED BY ACCLAMATION
MOVER:	Seever
SECONDER:	Parish

5. Citizen Survey Questions

Ray provided background to the Citizen Survey process and listed previous year questions submitted by this Commission. Following a very lengthy discussion, Commissioners decided to focus one question on neighborhood characteristics and the other one on strategies to mitigate climate change. Staff will flesh out the questions for final review at the next meeting.

6. Review of Proposed Changes to the Mobile Home and RV Park Ordinances [ACTION ITEM]

The Commission has been discussing amending the Mobile Home and RV Park Ordinances in order to remove the 6-month stay limitation for RVs and allow modular buildings within mobile home parks. After review of the existing mobile home park ordinances, it was determined that the codes should be updated to be consistent with Idaho State Code.

Ray explained all the updates incorporated into the proposed amended ordinance based on previous meeting discussions. Commissioners instructed staff to prepare a final draft for review prior to public hearing.

7. Transportation Commission Meeting Report

Hamilton reported the August 8 main topic of discussion was design changes to the Third Street bike lane extending through Washington Street.

8. Announcements

Ray invited Commissioners to consider participating on the Subdivision Review Subcommittee. McClure will chair the committee and there is one more spot for a P&Z Commissioner in addition to a developer, a real estate representative, and a land use attorney. Parish volunteered.

The meeting adjourned at 8:45 p.m.


Wendy McClure, Chair

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

**REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
REGARDING A CONDITIONAL USE PERMIT APPLICATION TO EXPAND AN
EXISTING RECREATIONAL VEHICLE PARK LOCATED AT 1651 CARMICHAEL
ROAD IN THE AGRICULTURE, FORESTRY, AND OUTDOOR RECREATION (AF)
ZONING DISTRICT PER MCC 4-3-4.**

WHEREAS, the applicant filed an application for a conditional use permit on June 5, 2019; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on July 24, 2019; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow Zoning Code, Comprehensive Plan, and Moscow City Code.
2. The subject property is located within the Multiple Family Residential (R-4) Zoning District, where Recreational Vehicle (RV) Parks are a conditionally permitted use.
3. The applicant, Dan Mack, is proposing to expand an existing Recreational Vehicle (RV) Park by thirteen RV spaces at 1651 Carmichael Road in the Moscow Area of City Impact.
4. The RV park currently has twenty-one RV spaces and the applicant is proposing to expand the RV park into a gravel area that was previously approved for RV storage. The applicant is proposing to create thirteen RV spaces with full hook-ups and an additional area with another thirteen RV spaces with only electrical connections.
5. A Special Use Permit was previously approved upon the subject property in 2010 in order to establish an RV Park. The subject property has historically been used as a mobile home park and the applicant had previously transitioned the use into a fifteen space RV Park using the existing infrastructure that serviced the mobile home park.
6. In 2014, an additional SUP was approved which allowed the applicant to expand the existing RV Park by adding six RV spaces. Then in 2016, the applicant rezoned an adjacent 1.90 acre parcel to the Agriculture/Forestry (AF), and concurrently was approved for a Conditional

Use Permit to allow for RV storage. The applicant developed the 1.90 acre parcel as a large gravel parking area with stormwater detention on the west side and allowed the storage of RVs.

7. The entire subject property is an approximately 4.85 acre parcel with 385 feet of frontage along Carmichael Road. The subject property is relatively level with a gradual slope to the southwest corner of the property. Surrounding uses are predominantly single family residential rural lots as well as undeveloped agricultural lands.
8. The subject property and adjacent properties to the south and west are currently zoned Multiple-Family Residential (R-4), while adjacent property to the east is currently zoned Single-Family Residential (R-1). The subject property is located in Latah County within the Area of City Impact.
9. Recreational Vehicle Parks are specially permitted uses within the R-4 Zoning District and are subject to Title 6, Chapter 4, Recreational Vehicle Parks which identifies specific standards for RV Park site development.
10. The minimum space size determined in the RV Park standards is 40ft x 20ft, while allowing up to forty percent of the spaces to be a minimum of 25ft x 20ft. The applicant is proposing thirteen additional RV spaces with full hook-ups that are 40ft x 20ft and another thirteen spaces with only electrical connection that 40ft x 22ft. All proposed spaces which meet the minimum requirements of the RV park code.
11. The design of RV spaces shall be such that the minimum space between recreational vehicles is ten feet. The applicant's proposed space between each RV is ten feet.
12. All RV Park facilities which allow tents or recreational vehicles which are not self-contained are required to provide toilet facilities and potable water. The applicant is not proposing to allow tents and potable water connections are proposed to be available to the thirteen RV spaces via a private well.
13. Each RV space within the park is required to provide common open space exclusive of all setback areas and shall be developed with turf and trees. The size of the open space shall be left to the discretion of the developer. The applicant had previously provided approximately 0.8 acres of total open space in the northeast portion of the property.
14. Refuse areas shall be provided and shall be located no further than 150 ft. from any RV space. The applicant has provided a dumpster which is located at the west end of the RV Park, near the RV turnaround. This location is further than 150ft from the RV spaces on the east side of the Park, so the applicant had previously provided some individual trash cans on the eastern portion of the RV Park. An additional trash receptacle is proposed to be located in the northern portion of the expanded area.
15. Internal private streets are required to be a minimum of twenty-eight feet wide which includes a twenty foot surface with four foot shoulders on either side. The applicant has placed $\frac{3}{4}$ inch processed rock, six inches deep for the entire twenty-eight foot wide access drive as well as each RV space. The applicant's proposed street, shoulder, and turnaround meet the requirements for streets within a RV Park development.
16. Portions of a RV Park that adjoin public streets shall have a Type B landscape buffer which consists of four canopy trees, six understory trees, and eight shrubs per 100 lineal feet. The

subject property currently has an existing landscape buffer which is adjacent to Carmichael Rd, which satisfies the Type B landscape buffer requirement.

17. Portions of a RV Park that are adjacent to a residential or industrial use shall have a minimum setback of ten feet from the property line and shall have a six foot high, sight-obscuring fence located within the setback area. The applicant has previously constructed a six foot high fence on approximately 900 ft of the southern property line which is adjacent to a residential property. The northwestern property line which is also adjacent to a residential use currently has a six foot high fence which satisfies the requirements on this portion of the property.
18. Portions of the RV Park that are adjacent to undeveloped land shall have a Type A landscape buffer. The proposed expansion area is adjacent to undeveloped land to the west. The applicant is planning on installing a Type A landscape buffer along the entire west property line adjacent to the undeveloped property, which meets the requirement.
19. At least one canopy tree of 1.5 inch caliper and two shrubs a minimum of twelve inches in height are required per every two RV spaces. Additionally, all common areas not utilized for structures, parking or other landscaping shall be covered by turf or other vegetative ground cover. The applicant has indicated that there will be a tree and shrubs within the green strips between each of the RV spaces on the west side and surrounding the perimeter of the expanded area. A total of 13 trees and 26 shrubs will need to be provided within the expanded area.
20. The applicant has provided three freestanding lights within the proposed expanded portion of the RV Park in addition to the two existing freestanding lights within the current RV Park. Three freestanding lights should be sufficient in servicing the expanded RV Park development area.
21. The proposed RV Park is located in Latah County, within the Area of City Impact. Therefore, there are no requirements for the proposed Park to connect to City of Moscow water or sewer. The proposed park is currently serviced with an existing private well and sewer connections are provided via the Southeast Sewer District.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **Is the proposed use a conditionally permitted use within the Zoning District?** The subject property is located within the Multiple Family Residential (R-4) Zoning District, where Recreational Vehicle (RV) Parks are a conditionally permitted use.
2. **Is the proposed use in harmony with the neighborhood and surrounding land uses?** The proposed use is in harmony with the neighborhood and surrounding land uses. The RV Park is consistent with the surrounding residential area and will have no more impact to the neighborhood than a permitted use.

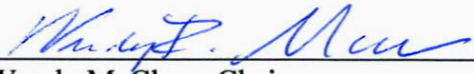
3. **Will the proposed use as approved, or as approved with conditions, generate nuisances that would be injurious or detrimental to the adjoining properties or the neighborhood (including but not limited to, noise, dust, glare, vibrations, odors, and the like)?** The impacts of the proposed RV Park are similar to the adjacent residential uses which are predominantly in the Multiple-Family Residential (R-4) Zoning District. The use is also similar to that of a Mobile Home Park, which has been the historical use of the property and a use that is allowed by right in the R-4 Zone.
4. **Will the location, design, and size of the proposed use be adequately served by existing streets, public facilities and services?** The location, design, and size of the expanded RV Park area will be adequately served by existing streets, public facilities, and services. The existing park is currently on a well with a pump house on the property and all sewer services will be connected to the Southeast Sewer District.
5. **Will the proposed use endanger the public health or safety if located where proposed?** The use does not create endangerment to public health or safety as it is proposed to have no more impacts to the area than other uses which are allowed by right.
6. **Does the proposed use meet all applicable development standards of the Zoning Code?** The use, as proposed, will meet all applicable RV Park development standards as required by MCC 6-4-10.
7. **Will the proposed use be in conflict with the Comprehensive Plan?** The proposed use is not in conflict with the 2019 Comprehensive Plan.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Moscow Planning and Zoning Commission recommends approval of the application for a Conditional Use Permit for the expansion of an RV Park to Latah County with the following condition:

1. The applicant provide landscaping in the expanded RV Park area at a ratio of one canopy tree and two shrubs every two RV spaces within 90 days of final approval.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW
THE 29th DAY OF AUGUST, 2019.



Wendy McClure, Chair
Planning and Zoning Commission

PLANNING & ZONING COMMISSION



Wendy McClure
Commission Chair

~Meeting Minutes~
October 23, 2019

Mike Ray
Staff Liaison

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

MEMBERS PRESENT: Wendy McClure, Chair; Scott Gropp, Joel Hamilton, Connie Kimmel, Mike Nelsen, Robb Parish, Nels Reese, Victoria Seever, Dennis Wilson

MEMBERS ABSENT: None

ALSO IN ATTENDANCE: Mike Ray, Anne Peterson

1. Approval of minutes from September 25, 2019 [ACTION ITEM]

Seever moved approval of the minutes as present, seconded by Parish. Motion carried by acclamation with Hamilton abstaining.

2. Public Comment

None.

3. Public Hearing: Legislative Amendment of Title 4, Chapter 3 to Allow Accessory Dwelling Units to have Separate Electric and Water Meters [ACTION ITEM]

The Zoning Code currently requires that the electrical and water service for ADUs shall be extended from the primary dwelling on the property. There have been instances recently where the electrical service has been required to be upgraded in the primary dwelling at a substantial cost in order to extend electricity to the ADU. The Commission is proposing to eliminate this requirement.

Public hearing opened at 7:06 and closed immediately due to no one being present to testify. Gropp asked if gas and sewer can be separate for ADUs and Ray said they are already done separate. Parish moved to recommend approval of the amendment, seconded by Wilson. Motion carried unanimously by acclamation.

4. Public Hearing: Legislative Amendment of Title 4, Chapter 6 Regarding an Amendment to Eliminate the Covered Parking Space Requirement for Single-Family and Two-Family Dwellings and an Amendment to the Off-Street Parking Requirements for Miniature Golf Facilities. [ACTION ITEM]

There is a provision of the off-street parking section of the Zoning Code that requires one of the required off-street parking spaces for single-family and two-family dwellings to be covered or located in a place on the property which could be covered in the future. This requirement is unique to Moscow and has historically presented some challenges with certain projects through the years. The Commission is proposing to eliminate this requirement. Additionally, staff is recommending a change to the required parking for miniature golf facilities from 4 spaces per hole to 1 space per hole.

Public hearing opened at 7:08 and closed immediately due to no one being present to testify. Hamilton moved to recommend approval of the amendment, seconded by Wilson. Motion carried unanimously by acclamation.

5. Transportation Commission Meeting Report

Hamilton said the main agenda item from the last meeting was cancelled and the next meeting will be November 14th.

Parish commented that on a recent trip to southern California he noticed that the center of all bike lanes were painted solid green which made them much more visible, and approaching intersections the paint transitioned to green/white hash lines. Commissioners agreed that ongoing paint maintenance would certainly be a larger consideration here than in California.

Parish reported on the great turnout at the Airport Runway Opening event and applauded the coordination required by Pullman/Moscow, UI/WSU, and Latah/Whitman counties to make twenty years' work come to fruition.

6. Continuing Education Video Presentation (Item heard after adjournment)

Take-aways the second half of the video entitled, *Living Tiny Legally Part 1* included:

- Small-lot development is one method for providing in-fill, urban redevelopment, and affordable housing.
- Tiny homes as a second dwelling unit on an established lot creates affordable housing because all the infrastructure is already there.
- Health and safety standards are important considerations for daily habitability. ANSI standards require fire egress windows, for example.
- Although tiny homes on wheels are licensed as recreational vehicles, cities can define them differently within zoning and building codes.
- Tiny home subdivisions only make sense if the developer can make the land cost, infrastructure expenses and actual building costs pencil out for a profit.

Commission discussion of the entire video

Tiny homes generally run 200-300sf in comparison with Moscow's ADU maximum of 600sf. Parish said the current ADU ordinance could be a good place to begin the tiny home discussion. McClure thought tiny home in-fill without the need for expanded infrastructure was a good way to provide more affordable housing. Ray commented that when people refer to "affordable housing", most are typically thinking about home ownership. However, there are many affordable rental options in town such as apartments. There was discussion about how RVs, mobile homes, etc. are taxed or licensed but no one knew the specifics in Idaho. Reese commented that Moscow's climate would also be a consideration in terms of heating and not having use of outdoor space during many months of the year, or changing your lifestyle to spend most of your time somewhere other than at home. Reese thought the current ADU ordinance provided the same opportunities. Ray suggested the Commission may want to discuss the current code restriction on RVs (anything on wheels) anywhere except in approved RV parks. Kimmel mentioned that the housing study recently done by PEP includes information about tiny homes and suggested it would be interesting for the Commission to review. Seever expressed concern about seeing tiny homes pop up in backyards all over town. Commissioners remained interested in continuing the discussion and learning whether there's much local market demand. Ray said staff field inquiries a few times per year.

7. Announcements

None.

The meeting adjourned at 7:18 p.m.


Wendy McClure, Chair

NOTICE OF PUBLIC HEARING

Legislative Hearing Providing for the Amendment of Title 4, Chapter 3 of Moscow City Code
Regarding Accessory Dwelling Unit Eligibility and Utility Requirements

A public hearing at which you may be present and speak will be conducted before the Moscow City Council at which time the following proposals will be considered:

Legislative Hearing Providing for the Amendment of Title 4, Chapter 3 Regarding Amendments to the Accessory Dwelling Unit Standards to Eliminate the Minimum Lot Size Eligibility Requirement and to allow Accessory Dwelling Units to have Separate Electric and Water Meters.

HEARING DATE: Monday, December 2, 2019

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

MEETING TIME: 7:00 p.m.

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

The file containing information on this matter is available for public review at the Community Development Department located in the Paul Mann Building at 221 East Second Street, Moscow, Idaho. Call 883-7035 to get a meeting agenda and further information about the matter.

Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at: www.ci.moscow.id.us/505/Public-Hearing-Notices

Laurie M. Hopkins, City Clerk


Anne Peterson, Deputy City Clerk

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