

TRANSPORTATION COMMISSION



Bob Sanders
Commission Chair
trans@ci.moscow.id.us

Regular Meeting
~Agenda~

Bill Belknap
Staff Liaison
208.883.7011

<https://www.ci.moscow.id.us/556/Transportation-Commission>

Thursday
June 10, 2021

4:00 PM

Council Chambers
206 E. Third Street

WELCOME AND ATTENDANCE

REGULAR AGENDA

1. Approval of May 13, 2021 Minutes (ACTION ITEM)

Presentation of minutes for approval.

PROPOSED ACTIONS: Approve minutes as presented; approve minutes with amendments; or provide staff further direction.

2. Public Comment

Members of the public may speak to the Commission regarding matters NOT on the agenda or currently pending before the Commission. Please state your name and city of residence for the record and limit your remarks to three (3) minutes.

3. Review of Proposed E-Bike and E-Scooter Code Amendment (ACTION ITEM) – Bill Belknap

As previously discussed by the Commission, the City has seen recent interest in the deployment of shared mobility devices (E-scooters) within the City by two scooter companies. Staff has prepared a draft of an amendment to City Code to address the use of E-bikes, E-scooters and similar devices upon the City's streets, sidewalks and pathways in anticipation of the potential increased use within the City. Staff will present the draft for the Commission's review and recommendations.

PROPOSED ACTION: Review draft code amendment and provide recommendations as deemed appropriate.

4. Review of Proposed Shared Mobility License Agreement Template (ACTION ITEM) – Bill Belknap

The City has seen recent interest in the deployment of shared mobility devices (E-scooters) within the City by two scooter companies. Staff has prepared a draft license agreement for shared mobility providers that would regulate their operations and standards of performance. Staff will present the draft for the Commission's review and recommendations.

PROPOSED ACTION: Review draft shared mobility license agreement and provide recommendations as deemed appropriate.

NOTICE: Moscow City Council and Commission meetings can be 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.

5. Review of Draft Neighborhood Traffic Calming Policy (ACTION ITEM) – Bill Belknap

Over the last year staff have received multiple requests for the installation of traffic calming devices in different locations within the community which led staff to identify the need to develop a standardized process and approach to addressing traffic calming device requests. The Commission conducted a preliminary review on the topic in February and staff has prepared a draft policy for the Commission's review and recommendations.

PROPOSED ACTION: Review the draft neighborhood traffic calming policy and provide recommendations as deemed appropriate.

REPORTS

ANNOUNCEMENTS

UPCOMING EVENTS/MEETINGS

The next regularly scheduled Transportation Commission meeting is July 8, 2021.

ADJOURN

TRANSPORTATION COMMISSION



Bob Sanders
Commission Chair
trans@ci.moscow.id.us

Regular Meeting ~Minutes~

Bill Belknap
Staff Liaison
208.883.7011

<https://www.ci.moscow.id.us/556/Transportation-Commission>

**Thursday
May 13, 2021**

4:00 PM

**Council Chambers
206 E. Third Street**

The meeting was called to order at 4:00 PM

MEMBERS PRESENT: Bob Sanders, Chair; Erin Bacon (virtual), Ben Calabretta, Rebecca Couch (virtual), Mary DuPree, Joel Hamilton (virtual), Mike McGahan
MEMBERS ABSENT: Randy Baukol
OTHERS: Ben Aiman (virtual), Gina Taruscio
STAFF: Bill Belknap, Jennifer Fleischman

REGULAR AGENDA

1. Approval of Minutes from March 11, 2021 (ACTION ITEM)

Presentation of minutes for approval.

Calabretta moved for approval of the minutes as written, seconded by DuPree. Vote by Acclamation: Ayes: Sanders, Bacon, Calabretta, Couch, DuPree, Hamilton (6). Nays: None. Abstentions: McGahan (1). Motion carried.

2. Public Comment

Members of the public may speak to the Commission regarding matters NOT on the agenda or currently pending before the Commission. Please state your name and city of residence for the record and limit your remarks to three (3) minutes.

None.

3. Continued Discussion Regarding Sustainable Environment Commission's Climate Action Working Group Climate Change Impacts Assessment (ACTION ITEM) – Mary DuPree

The City of Moscow Sustainable Environment Commission's Climate Action Working Group (CAWG) has prepared a Climate Change Impacts Assessment for the City of Moscow. The CAWG would like to present this information to the members of the Transportation Commission and discuss its findings and gather the suggestions of the Transportation Commission as the city moves forward to formulate mitigation and adaptation strategies.

Belknap reviewed the background of the discussion brought up by CAWG in March and went over the ideas that were brainstormed by the Commission regarding mitigation and adaptation strategies.

The City has some electric vehicles in the fleet and will be expanding to acquire more as vehicles are phased out. Electric charge stations for City vehicles have been roughed in for several locations. Public transportation use remained mostly steady over the last year, with only one short closure of the fixed route last spring. Overall ridership lagged some, but has since recovered but is not back to 100% yet. The University of Idaho currently installs infrastructure for EV with all new building construction. There is an

incentive program in the Treasure Valley to encourage smart commuting. There was some discussion about creating a public transportation option between Moscow and Pullman, and potentially the Airport.

4. Rolling Hills 9th Addition Preliminary Subdivision Plat Review and Recommendation (ACTION ITEM) – Bill Belknap

The City recently received an application for a preliminary subdivision plat for the Rolling Hills 9th Addition. Staff will provide an overview of the proposal for the Commission's review and recommendation.

Belknap reviewed the background of proposal as described above, and did not have any recommendations or conditions for the proposed plat. There is pedestrian access from Rolling Hills to Harvest Hills. The Commission did not have any comments to add to the project.

5. Anderson Addition Phase 6 Preliminary Subdivision Plat Review and Recommendation (ACTION ITEM) – Bill Belknap

The City recently received an application for a preliminary subdivision plat for Phase 6 of the Anderson Addition. Staff will provide an overview of the proposal for the Commission's review and recommendation.

Belknap reviewed the background of proposal as described above, and had one condition of approval to recommend regarding access onto Sunnyside instead of Palouse River Drive. No bicycle facilities are proposed for the proposed phase of the subdivision. The development would not be required to have sidewalks on both sides of the street because it was originally platted when only one side was the street standard. Some discussion followed regarding other projects around the same area and the Highway 95 realignment.

REPORTS

- Projects delayed to 2022:
 - Mountain View Road Project
 - Third and Sixth Street LSHIP Project
 - Sixth Street Bridge Replacement Project
- Bid for Paradise Pathway Lighting Project was rejected
- Other programmed projects for 2022 and beyond:
 - Surface treatment program
 - A Street reconstruction from Washington to Adams
 - Lilly Street reconstruction from Third to A Street
 - Public Ave LHSIP design phase, construction 2023
 - South Main underpass design phase, construction 2023
- Highway 95 realignment tentatively scheduled for 2022-2023

ANNOUNCEMENTS

Zoom attendance will not be offered for future meetings after June 10th.

UPCOMING EVENTS / MEETINGS

The next regular meeting is scheduled for June 10, 2021.

The meeting adjourned at 5:15 PM

Robert Sanders, Chair

ORDINANCE NO. 2021 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 11, CHAPTER 2, RELATING TO WALKWAYS AND BIKE PATHS; 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; Title 11, Chapter 2 of Moscow City Code establishes the purpose, definitions, and uses of Moscow Bike Paths and Walkways; and

WHEREAS, the Moscow Transportation Commission has completed a review of the chapter and has found it necessary to amend the Chapter to add regulations for e-bikes and e-scooters and have made such recommendation to the City Council; and

WHEREAS, the Moscow City Council has reviewed the recommendations of the Commission and concur with the proposed amendments;

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 11, Chapter 2 be amended as follows:

~~WALKWAYS AND BIKE PATHS~~

~~Sec. 2 1: Purpose~~

~~Sec. 2 2: Definitions~~

~~Sec. 2 3: Bike Path and Walkway~~

~~Map~~

~~Sec. 2 4: Restrictions on Use~~

~~Sec. 2 5: Exemptions~~

~~Sec. 2 6: Notice of Restriction~~

~~Sec. 2 7: Penalties~~

~~Sec. 2 1. — Purpose.~~

~~— The purpose of this Chapter is to promote public safety by regulating the use of motorized vehicles on bike paths and pedestrian walkways within the City.~~

~~Sec. 2 2. — Definitions.~~

~~— Except as hereinafter provided the definitions for terms contained herein as adopted under Idaho Code 49-101 through 49-124 shall be used.~~

~~A. *Bike Route.* Any area on a public street designated for bicycle use.~~

~~B. *Restricted Bike Paths and Pedestrian Walkways.* Paved pathways designated primarily for pedestrian and/or bicycle use and specifically designated as such on the City Bike Paths and Pedestrian Walkways map, and any revision thereto.~~

~~Sec. 2-3. — Bike Path and Walkway Map.~~

~~— A map of the City designated "Bike Paths and Pedestrian Walkways" and dated February 5, 1991, is hereby adopted and incorporated herein. Three (3) copies of this map shall be available for viewing by the public at the office of the Clerk. The Council may, from time to time, adopt revisions of this map by resolution.~~

~~Sec. 2-4. — Restrictions on Use.~~

~~— It is hereby declared to be unlawful for any person to operate or permit to be present a motorized vehicle upon any restricted bike path or pedestrian walkway identified pursuant to this Chapter.~~

~~(Ord. 2001-14, 08/20/2001)~~

~~Sec. 2-5. — Exemptions.~~

~~— A person is exempt from the restrictions of this Chapter where the operator of a motorized vehicle has displayed in the vehicle a permit to allow such person to operate a motorized vehicle on the restricted bike path or pedestrian walkway or has such written permission from the City, or the owner of the property if the restricted bike path or pedestrian walkway is on property not owned by the City. Emergency police and fire vehicles are exempted from restrictions in this Chapter. A motorized wheelchair or similar conveyance operated by a disabled person is also exempted from this Chapter~~

~~Sec. 2-6. — Notice of Restriction.~~

~~— All restricted bike paths and pedestrian walkways shall post notice of the restrictions in this Chapter. Pedestrians shall have the right of way over all but emergency vehicles.~~

~~Sec. 2-7. — Penalties.~~

~~Any person violating any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof in a court of competent jurisdiction, shall be punished pursuant to this Code and the Idaho Code.~~

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

Sec. 2-1: Purpose

Sec. 2-2: Definitions

Sec. 2-3: License Required

Sec. 2-4: General Standards

Sec. 2-5: Riding on Roadways

Sec. 2-6: Riding on Sidewalks

Sec. 2-7: Riding on Non-Motorized Pathways

Sec. 2-8: Bicycle, E-Bike, and E-Scooter, and E-Board Parking

Sec. 2-9: Tampering Prohibited Penalties

Sec. 2-10: Abandonment

Sec. 2-11: Shared Mobility Programs

Sec. 2-12: Enforcement

Sec. 2-13: Penalties

Sec. 2-1. Purpose

The purpose of this Chapter is to promote public safety by regulating the use of motorized vehicles, bicycles, E-Bikes, ~~and E-Scooters,~~ and E-Boards on roadways, bike lanes, sidewalks and non-motorized pathways within the City.

Sec. 2-2. Definitions

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

- A. *Abandonment*: A bicycle, E-bike, E-scooter, E-board, or any part thereof, that is left or remains unattended or unused in a public place for seventy-two (72) consecutive hours or longer after it is tagged with a notice of intention to abate.
- B. *Bicycle*: Every vehicle having two (2) tandem wheels, or two (2) parallel wheels and one forward wheel, any two (2) of which are not less than twelve inches (12") in diameter, propelled exclusively by human power upon which any person may ride, except scooters and similar devices.
- C. *Bike Lane*: A portion of a roadway designated for preferential or exclusive use by bicycles, E-bikes, ~~or E-scooters,~~ or E-boards that is distinguished from that portion of the roadway to be used by motor vehicles by a painted strip and other pavement markings.
- D. *Non-Motorized Pathway*: A completely separate right-of-way posted and designated primarily for use by bicycles, E-bikes, E-scooters, E-boards, or pedestrians, including but not limited to the Paradise Path, Latah Trail, and Chipman Trail, University of Idaho Pedestrian Walkways and similar non-motorized pathways.
- E. *Electric Power-Assisted Bicycle (E-BIKE)*: A vehicle having two (2) tandem wheels or two (2) parallel wheels and one forward wheel, any two (2) of which are not less than twelve inches (12") in diameter, that is designed to be operated by human power with the assistance of an electric motor. The device may be designed to also be powered by human propulsion. An E-bike is not a motor vehicle for purposes of this chapter.
- F. *Electric Power-Assisted Boards (E-BOARD)*: A wheeled device that has a floorboard, that is designed to be stood upon when riding, and is powered by an electric motor. The device may be designed to also be powered by human propulsion. An E-Board is not a motor vehicle for purposes of this chapter.
- ~~F.~~G. *Electric Power-Assisted Scooter (E-SCOOTER)*: A ~~two (2)~~ wheeled device that has handlebars, has a floorboard that is designed to be stood upon when riding, and is powered by an electric motor. The device may be designed to also be powered by human propulsion. An E-scooter is not a motor vehicle for purposes of this chapter.
- H. *Obstructive Bicycle, E-Bike, ~~or E-Scooter,~~ or E-Board*: Any bicycle, E-bike, E-scooter, E-board, or any part thereof, left in a public place that obstructs or impedes vehicular or pedestrian traffic.
- I. *Operator*: A person in exclusive control of a bicycle, E-bike, E-scooter or E-board and using the device.
- J. *Station-based Sshared Mmobility pProgram*: A system of self-service bicycles, e-bikes, e-scooters, e-boards or any combination thereof, for hire, operated by a station-based shared mobility program operator, which requires a bicycle rack and/or a bicycle, e-bike, e-scooter, or e-board sharing station.
- ~~G.~~K. *Stationless Shared Mmobility Pprogram*: A system of self-service bicycles, e-bikes, e-scooters, e-boards, or any combination thereof, for hire, operated by a stationless shared

mobility program operator, which does not require a bicycle rack or a bicycle, e-bike, e-scooter, or e-board sharing station.

Sec. 2-3. License Required.

- A. No person shall operate any bicycle, E-bike, E-scooter, or E-board on any public street, sidewalk, alley, bicycle lane, path or any other public property, which has not been licensed according to the terms and provisions of this Chapter.
- B. Upon payment of the appropriate license fee under the provisions of this Chapter, the City shall provide the person applying for a license with a license receipt bearing the owner's name, address, telephone number, bicycle, E-bike, E-scooter, or E-board number, the bicycle or device manufacturer, type and frame number and any other descriptive material concerning the bicycle or device deemed necessary by the City and the provisions of this Chapter.
- C. License Plate or License Label. At the time of licensing, the bicycle or device owner shall be issued a permanent license plate or license label bearing the unique number permanently assigned to that bicycle or device by the City. The bicycle or device license shall remain in effect as long as it is properly affixed to the bicycle or device.
- D. License Fee. The City shall collect a fee established by the Council for every bicycle, E-bike, E-scooter and E-board license issued. The fee may be amended from time to time by resolution of the Council.
- E. Sale or Transfer. Whenever any person sells, trades, disposes of, or otherwise transfers any bicycle, E-bike, E-scooter or E-board license under the provisions of this Chapter, such person shall endorse upon the license receipt previously issued for such a bicycle or device a written transfer, setting forth the name, address and telephone number of the transferee, the date of transfer, the signature of the transferor, and shall deliver such license receipt, so endorsed, to the City within ten (10) days of the date of transfer and shall thereby apply for a transfer of the license on the bicycle.
- F. Change of Address. Whenever any bicycle, E-bike, E-scooter, or E-board licensee changes his or her place of residence, such licensee shall notify the City of such change of address within ten (10) days.
- G. Lost or Stolen License. If any license receipt, plate or label issued under the provisions of this Chapter is lost or stolen, the licensee shall immediately notify the City of such loss, and shall within ten (10) days apply to the City for a new license plate or label, whereupon, the City shall issue such licensee a new license plate or label, upon payment to the City of a new license fee.

Sec 2-43. General Standards.

- A. Every person, regardless of age, who operates a bicycle, E-bike, ~~or~~ E-scooter, or E-board upon a roadway, public parking lot, sidewalk, bike path, bike lane or other public vehicular right-of-way in the City of Moscow ("City") shall be granted the same rights and shall be subject to the same responsibilities applicable to a motor vehicle operator by the laws of the State of Idaho, and the provisions of this title not in conflict with and as authorized under title 49 of the Idaho Code.
- B. All operators of bicycles, E-bikes, E-scooters and E-boards are expected to operate the devices in a safe manner as approved by the manufacturer.
- CB. Exemptions:

1. Any peace officer as defined in Idaho Code, operating a bicycle, E-bike, ~~or E-scooter, or E-board~~ in the course and scope of his/her official duties is exempt from the requirements of this section, if the bicycle, E-bike, ~~or E-scooter, or E-board~~ is being operated under any of the following circumstances:
 - a. In response to an emergency call.
 - b. While engaged in rescue operations.
 - c. In the immediate pursuit of an actual or suspected violator of the law.

Sec. 2-54. Riding on Roadways.

- A. No person shall operate a bicycle, E-bike, ~~or E-scooter, or E-board~~ on a roadway against the flow of motorized vehicular traffic, except where permitted by official signs or pavement markings.
- B. Every person operating a bicycle, E-bike, ~~or E-scooter, or E-board~~ upon a two-way roadway is entitled to use the lane appropriate for the intended destination, including the right-hand lane. The bicycle, E-bike, ~~or E-scooter, or E-board~~ rider shall proceed in the same direction of travel as other vehicles authorized to use that lane. On one-way roadways a bicycle, E-bike, ~~or E-scooter, or E-board~~ may be operated in any existing lane.
- C. Wherever a bike lane is present upon a roadway, the operator of a bicycle, E-bike, ~~or E-scooter, or E-board~~ shall use that lane and shall not use the roadway; except that the operator shall not be required to use or remain in a bike lane:
 1. When the lane is of insufficient width to permit safe bicycle, E-bike, ~~or E-scooter, or E-board~~ operation; or
 2. When the condition of the pavement, or the presence of water, dirt, glass or other foreign objects upon the pavement prevents safe bicycle, E-bike, ~~or E-scooter, or E-board~~ operation in the lane; or
 3. When moving into position to make a right or left turn; or
 4. When an opening car door or other obstruction in an adjacent parking lane requires movement out of the lane.
- D. The operator of a bicycle, E-bike, ~~or E-scooter, or E-board~~ traveling at a rate of speed that delays a vehicle or vehicles following in the same lane shall be required, when it is unlawful or unsafe for the following vehicle to pass, to move as far to the right of the traveled roadway, or to the left where the bicycle, E-bike, ~~or E-scooter, or E-board~~ is in the left lane of a one-way roadway, as is safe under the conditions then existing; provided, however, that when the operator is within fifty feet (50') of an intersection, ~~he-the operator~~ shall not be required to move to the right or left until he/she has moved through the intersection.
- E. ~~No person operating a bicycle, E-bike, E-scooter, or E-board may attach themselves or such bicycle or device to a moving motor vehicle.~~
- F. Reckless or Inattentive Operation. A person who operates a bicycle, E-bike, E-scooter, or E-board on any public property or private property open to the public use in an inattentive, reckless or careless manner, in light of the circumstances then existing, or without due caution and circumspection, or at such speed or in any other manner as to endanger or be likely to endanger any person or property shall be guilty of reckless or inattentive operation, which shall be a misdemeanor.

Sec. 2-65. Riding on Sidewalks.

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

Sec. 2-7.6 Riding on Non-Motorized Pathways.

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

Sec. 2-8.7 Bicycle, E-Bike and E-Scooter, and E-Board Parking.

Bicycles, E-bikes, ~~or E-scooters~~, or E-boards shall not be parked in such a manner as to obstruct or impede the movement of pedestrians, motor vehicles or other bicycles, E-bikes, ~~or E-scooters~~, or E-boards or to cause damage to trees, shrubs or other living plants.

Sec. 2-9. Tampering Prohibited.

It shall be unlawful for any person to tamper with, destroy, mutilate or alter any license receipt or license issued under the provisions of this Chapter. It shall be unlawful for any person to remove, destroy, mutilate or in any way alter or tamper with any bicycle plate, sticker, or marking issued under the provisions of this Chapter.

Sec. 2-10. Abandonment and Right to Impound.

It shall be unlawful for any person to abandon a bicycle, E-bike, E-scooter, or E-board. The City shall have the right to impound and retain possession of any bicycle, E-bike, E-scooter, or E-board found to have been abandoned and dispose of the property pursuant to Idaho Code 55-403 and pursuant to the City's surplus policy. The City shall have the right to impound any bicycle, E-bike, E-scooter, or E-board that is found to be in violation of the provisions of this Chapter and may retain possession of such bicycle, E-bike, E-scooter or E-board until the provisions of this

Chapter are complied with. A fee for impoundment and storage may be charged to the bicycle, e-bike, e-scooter, or e-board owner. The fee shall be set from time to time by resolution of the Council.

Sec. 2-11. Shared Mobility Programs.

- A. Application and License Agreement Required. Businesses, corporations, organizations, or individuals that provide stationless and station-based shared mobility programs are required to have a business license, insurance, and submit an application with the City, which includes the execution of a license agreement prior to deployment of any devices. Any deployment of bicycles, e-bikes, e-scooters, or e-boards prior to following the application, permitting and licensing process and receiving approval by the City to deploy such devices may result in misdemeanor charges and impoundment of devices deployed.
- B. Manufacturers and distributors of E-bikes, E-scooters and E-boards shall apply a label in legible type, that is permanently affixed in a prominent location, to each Ee-bike, Ee-scooter and eE-board. The label shall contain the classification number, top assisted speed, motor wattage, and shall be printed in arial font in at least 9--point type.
- C. Every shared mobility program wishing to do business in the City shall obtain and retain a Shared Mobility business license prior to such program's operation in the City. Such license shall be issued annually. Failure to hold a current shared mobility program business license, or to renew an expired license within ten (10) days after its expiration, shall result in the immediate impounding of all shared mobility bicycles, Ee-bikes, Ee-scooters and Ee-boards until such license deficiency is remedied. The shared mobility program shall be liable for the daily expense of impounding the bicycles and devices until the license is renewed or the sale of the impounded bicycles and devices by the City.
- D. City may limit the maximum number of bicycles, E-bikes, E-scooters and E-Boards that are deployed within City limits by a shared mobility program through a resolution.

Sec. 2-12. Licensing and Enforcement Agency.

The Chief of Police or the Chief's designee shall be granted the authority to license bicycles, E-bikes, E-scooters and E-boards and to enforce and carry out the provisions of this Chapter.

Sec. 2-138. Penalties.

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

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 which can be given effect without the invalid provision. The remaining sections of Title 11 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: ENFORCEMENT. The adoption of this Ordinance shall not, in any manner, affect any prosecution for violation of any other ordinance committed prior to the effective date of this Ordinance or be construed as a waiver of any license or penalty due under any other ordinance, or in any manner affect the validity of any action heretofore taken by the City of Moscow City Council, or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this Ordinance.

SECTION 54: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

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

Bill Lambert, Mayor

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

ATTEST:

Laurie M. Hopkins, City Clerk

**LICENSING AGREEMENT FOR SHARED MOBILITY PROGRAM
BETWEEN CITY OF MOSCOW, IDAHO AND
(company)**

THIS LICENSING AGREEMENT FOR SHARED MOBILITY PROGRAM (hereinafter “Agreement”) shall become effective _____, 2021, between the City of Moscow, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”), and (insert name of company here), whose business address is (insert address here) (hereinafter “COMPANY”).

INTRODUCTION

WHEREAS, CITY has enacted an ordinance regarding shared mobility programs for bicycles, E-bikes, E-scooters and E-boards; and

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

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

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties agree as follows:

TERMS AND CONDITIONS

- 1. Scope:** This Agreement and its terms apply to any proposed deployment of bicycles, E-bikes, E-scooters and E-boards sharing systems within the City of Moscow’s jurisdictional boundaries. No person shall deploy a shared mobility program in the City of Moscow in violation of this Agreement.
- 2. Duties:** COMPANY’s Shared Mobility Program shall be governed by Moscow City Code, Idaho Code and the approved documents attached to the application and herein made a part of this Agreement (Attachment “A”).
 - 2.1 COMPANY shall have a local agent who will manage the repairs and relocation of the devices.
 - 2.2 COMPANY shall provide easily visible contact information, including toll-free phone number and/or email address on each bicycle, E-bike, E-scooter or E-board for members of the public to make relocation requests or to report other issues with devices.
 - 2.3 COMPANY shall maintain a 24-hour hotline to field complaints and requests for immediate removal of devices.

- 2.4 COMPANY shall provide materials, videos, signage and other appropriate communication methods to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.
- 2.5 All devices in COMPANY's fleet shall be maintained and demonstrate minimum utilization rate of two (2) rides per day to remain in service. If a device fails to meet the minimum utilization requirement, CITY may require such device to be relocated or removed from COMPANY's fleet. COMPANY shall provide utilization reports to CITY of its fleet on the 1st and 15th day of every month.
- 2.6 All of COMPANY's devices shall be maintained, cleaned and repaired to function in a safe manner. COMPANY shall be required to follow the CITY approved Maintenance, Cleaning, and Repair Schedule (*please provide if we have specific maintenance/cleaning/repair standards*) OR as required by the manufacturer to keep the devices fully operational. This schedule shall not be altered without prior written approval from the City of Moscow.
- 2.7 All devices shall meet the equipment standards (*do we have equipment standards*). Each device type may be inspected by the Moscow Police Department prior to operational deployment.
- 2.8 COMPANY shall remove any device not safe for operation from the public right-of-way within twenty-four (24) hours of notice and such device shall be fully repaired before being returned to service.
- 2.9 COMPANY's devices shall be able to stand upright when parked and shall only be parked in the upright position. COMPANY shall ensure the devices are parked in a legal manner and in a manner to not obstruct the public right of way. COMPANY shall ensure devices are not parked on private property absent permission from the private property owner.
- 2.10 COMPANY shall not allow devices to be relocated by remote control and must manage relocation by its local operator/agent.
- 2.11 COMPANY shall exercise its own due diligence in reviewing the safety of CITY's public right of ways to determine its sufficiency for customer use of the COMPANY's devices.
- 2.12 COMPANY's devices shall be available at rates (based on duration of time, distance or combination thereof) that are clearly and understandably communicated to the customer prior to device use.
- 2.13 COMPANY's devices shall not exceed five (5) miles per hour in designated geo-fenced areas. (*PLEASE PROVIDE A MAP OF THE AREAS THAT SHOULD RECEIVE SUCH A DESIGNATION, I.E. pathways around nursing homes where the residents may utilize, downtown, or areas completely off limits, such as the skate park, tennis courts, etc...*)
- 2.14 COMPANY's devices shall not allow users to disengage from the mobile app or park devices in designated geo-fenced areas (*Please provide a map of the areas that should be geo-fenced*)
- 2.15 All devices shall be labeled with a unique identification number, that is clearly visible and readable from a distance of at least thirty (30) feet, which shall be regularly updated with the Moscow Police Department.
- 2.16 Daily Rebalancing of Fleet. COMPANY shall remove all of its deployed devices from the public right-of-way every twenty-four (24) hour period prior to six o'clock (6:00) A.M. to ensure its fleet is properly rebalanced and deployed.

- 2.17 COMPANY shall maintain an electronic payment system that is compliant with the payment card industry data security standards (PCI). Each transaction shall include the bicycle, E-bike, E-scooter or E-boards identification number that corresponds to the make and model of the device registered.
- 2.18 COMPANY shall provide a copy of its Privacy Policy for customer information. Such policy must not conflict with City Code and to the extent there are any conflicts between Moscow City Code and COMPANY's Privacy Policy (including, but not limited to, terms and conditions of use, terms of service, etc.) the City Code and this License Agreement control. COMPANY understands it must notify CITY of all changes to its Privacy Policy immediately upon adoption.
- 2.19 COMPANY shall inform its customers of local traffic laws.
- 2.20 COMPANY shall educate its customers on how to safely ride and operate the rented device in the City, including the use of helmets.
- 2.21 COMPANY shall have each rider agree to a waiver of liability, including indemnifying CITY prior to use.
- 2.22 COMPANY shall allow customers without a smart phone to use the shared mobile devices.
- 2.23 COMPANY shall allow customers without a credit card to use the shared mobile devices.
- 2.24 COMPANY shall provide CITY anonymized data in real time regarding the number of customers and trips. This shall be provided via an API including, daily and weekly rides, daily and weekly unique riders, hourly rides, daily and weekly app users, and trip information in MDS format.
- 2.25 COMPANY shall provide device availability data for oversight of parking compliance and device distribution by minutes. This information must include GPS coordinates, availability duration, availability start date and availability start time.
- 2.26 COMPANY shall provide a detailed report of all devices including unique ID number, trip record number, trip duration, trip distance, trip date, start time, start location, and end location.
- 2.27 COMPANY shall submit maintenance activities, including but not limited to, device identification number and maintenance performed within forty-eight (48) hours of request by CITY.
- 2.28 COMPANY shall submit upon request by CITY, a record of all reported collisions involving COMPANY's devices. The report shall include the following information: date/time of the incident; the unique identifying number for the device(s) involved in the collision; information describing the nature of the collision; whether a customer was using the device at the time of the collision; what maintenance, if any, was performed on the device as a result of the collision; and corrective measures COMPANY has made to avoid future such incidents.
- 2.29 COMPANY must seek CITY's written approval before adding any additional devices to its fleet. Upon written approval of additions to applicant's fleet, but before deploying these devices, applicant shall provide CITY the following information: the unique identifying number for each device being added to the fleet; and information regarding the make model and year of the device being added.
- 2.30 COMPANY shall not deploy any additional devices if COMPANY's devices have been impounded and have not been retrieved by COMPANY.

3. **Consideration:** COMPANY agrees to pay the annual operator fee, annual device charge, and maintain the required security deposit as listed on the Shared Mobility Program Application, herein made a part of this Agreement (see Attachment "A"), each year COMPANY engages in a shared mobility program within the CITY's jurisdiction.
4. **Time of Performance:** This Agreement shall become effective upon execution by both Parties, and shall automatically renew annually for two (2) additional one (1) year periods unless sooner terminated in writing.
5. **Independent Contractor:** In all matters pertaining to this Agreement, COMPANY shall be acting as an independent entity, and neither COMPANY nor any officer, employee or agent of COMPANY will be deemed an employee of CITY. COMPANY has no authority or responsibility to exercise any rights or power vested in CITY. The selection and designation of the personnel of CITY in the performance of this Agreement shall be made by CITY.
6. **No Joint Venture:** Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits or losses among themselves in relation to any matter relating to this Agreement.
7. **Indemnification and Insurance:**

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

CITY shall defend, hold harmless, and indemnify COMPANY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses and other costs, including litigation costs and attorney's fees, to the extent Article VIII, § 4 of the Idaho Constitution and the Idaho Tort Claims Act will allow, caused by the negligent acts and/or errors or omissions by CITY, its agents, officers, and employees.

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

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

CITY

City of Moscow
(Attn)
206 East Third Street
P O Box 9203
Moscow, ID 83843
(208) 883-7028

COMPANY

(Company)
(Attn)
(Address)
(City / State / Zip)
(Phone)
(Email)

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

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

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

11. **Data Collection:**

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

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

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

13. **Compliance with Laws:** In performing the Scope of Services required hereunder, COMPANY shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

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

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

16. Termination:

If, through any cause, COMPANY, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this Agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement, or if the City Council determines that termination of this Agreement is in the best interest of CITY, CITY shall thereupon have the right to terminate this Agreement by giving written notice to COMPANY of such termination and specifying the effective date thereof. COMPANY may terminate this Agreement at any time by giving at least sixty (30) days' notice to CITY.

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

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

17. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

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

(COMPANY)

CITY OF MOSCOW, IDAHO

Dated: _____

Bill Lambert, Mayor
Dated: _____

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to form

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
 : ss.
County of _____)

On the _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho
Residing at _____
Commission Expires: _____

EXHIBIT “A”

CITY OF MOSCOW POLICY AND PROCEDURE FOR NEIGHBORHOOD TRAFFIC CALMING REQUESTS May 2021

BACKGROUND AND PURPOSE

The City of Moscow receives requests for the installation of neighborhood traffic calming devices to address concerns of interested citizens related to traffic volume, traffic speed, and general safety. In order to provide a predictable and consistent methodology for responding to these requests, the City has established the Policy and Procedure for Neighborhood Traffic Calming Requests. This Policy is intended to inform citizens interested in requesting the installation of neighborhood traffic calming devices of the manner in which the City will process their request. This Policy also addresses standards which are commonly utilized by staff in assessing such requests.

I. Policy Objective

It is the objective of this Policy to provide an orderly and consistent process for the assessment of the need, effectiveness, and impact of installing neighborhood traffic calming devices, based on engineering analysis and Staff's professional opinion.

Principles

- A. Neighborhood traffic calming devices present costs related to the initial installation, as well as on-going maintenance and potential reduced efficiency of roadway maintenance (snow plowing, street sweeping, etc.) activities.
- B. The installation of traffic calming devices may result in the diversion of traffic into adjacent areas and could result in requests for additional traffic calming devices, compounding the expense and reducing efficiency of roadway maintenance activities.
- C. Traffic calming devices shall be reserved for the control of vehicular traffic where it is determined that there is a unique circumstance or condition that warrants the installation of such a device.
- D. Stop signs are not recommended as a means of traffic calming, but may be installed in conjunction with an overall neighborhood traffic calming effort.
- E. Traffic calming devices are most appropriately installed upon local residential streets and shall not be installed upon streets designated as collectors or arterials, unless it is deemed appropriate by the City Engineer.
- F. The evaluation of the need for the installation of traffic calming devices will be based upon daily traffic volumes and speeds, volume of pedestrian and bicycle activity, restricted sightlines, accident records, unusual site conditions, adjacent land uses, and roadway geometrics.

EXHIBIT “A”

- G. Vehicle speeds and accident history shall be used as the primary criteria for the installation of traffic calming devices.
- H. The functional street classification system (as shown in the latest edition of the Moscow Comprehensive Plan) shall be used as the reference system for defining street types used in the assessment process.

II. Procedures

A. Traffic Calming Device Request Procedure

A written request must be submitted on a City of Moscow Traffic Calming Device Request Form to the City of Moscow Engineering Division by residents living along the applicable street(s). To ensure that the neighborhood involved has sufficient interest in the traffic calming device request, the written request must be signed by the owners of at least twenty five percent (25%) of the dwelling units and/or businesses within two blocks of the proposed traffic calming device(s). The Form will include the printed name, address and signature of the requesting citizens and an explanation of why the traffic calming device is desired. The installation of traffic calming devices may also originate from within the Engineering Division.

1. All traffic calming device requests shall be submitted to the Engineering Division upon the approved form.
2. The requestor is contacted by the Engineering Division to confirm receipt of the request, answer any initial questions, and gather additional information that will help determine if a traffic calming device is the most appropriate approach to the requestor's concerns. If a traffic calming device is considered to be the appropriate solution, this Policy will be followed.
3. A site visit shall be performed to assess and document the area of concern and visually observe traffic volumes and speeds within the area.
4. Traffic volume and speed measuring devices will be deployed to collect data for analysis.
5. Traffic accident history (5-year history) within the area will be collected and analyzed to assess roadway safety within the study area.
6. Input on the traffic calming device request will be solicited from the City of Moscow, Street, Police and Fire Departments. Such input may include observations on traffic operations in the area of the intersection, accident history, enforcement activities, emergency vehicle access routes, and other pertinent information.

EXHIBIT "A"

7. If the City Engineer determines that the criteria for the installation of traffic calming devices are not met, the requestor will be notified of the City's findings. The applicant may appeal the decision of the City Engineer by submitting an appeal request to the City Supervisor within fifteen (15) days of the date of the notification. Such appeals shall be accompanied by the appropriate appeal fee, as set forth by the City Council.
8. The City Supervisor's review shall be limited in scope and shall be intended to confirm that the City Engineer's decision is consistent with this Policy and supported by data collected in association with the review and determination upon the request. The City Supervisor may affirm the City Engineer's decision, or remand the decision to the City Engineer for further consideration where it is determined that the decision was inconsistent with this Policy or not supported by the data collected and analyzed through the review of the request.

B. Traffic Calming Device Evaluation Criteria

Two (2) or more of the following criteria must be met for the City of Moscow Engineering Division to approve the installation of a neighborhood traffic calming device(s), unless otherwise justified by the City Engineer.

Criteria 1. Traffic Volumes.

Traffic calming devices may be warranted if the number of vehicles on a local residential street exceeds one thousand five hundred (1,500) vehicles per day, which may indicate excessive through-traffic that does not originate nor end their trip within the neighborhood. Careful consideration must be given to the potential shift of traffic patterns that might occur if the traffic calming devices are too restrictive and will redirect traffic to adjacent roadways and neighborhoods.

Criteria 2. Traffic Speed.

Traffic calming devices may be appropriate where the observed eighty-fifth (85th) percentile speed exceeds ten (10) MPH over the posted speed limit of the roadway.

Criteria 3. Accident History.

Traffic calming devices may be appropriate if five (5) or more reported accidents occur within a five (5) year period, which would likely have been susceptible to correction by the installation of a traffic calming device.

Criteria 4. Bicycle Activity/Greenway Designation.

Traffic calming device(s) may be appropriate upon roadways with high bicycle use and/or designated bike routes and greenways, to reduce vehicle speeds and the risk of injury accidents.

EXHIBIT “A”

Criteria 5. Other Considerations.

Traffic calming device(s) may be appropriate in the vicinity of facilities serving vulnerable populations such as; schools, parks, and pedestrian crossing locations where a high number of pedestrians are present.

III. Potential Traffic Calming Devices

The type, number, and extent of traffic calming devices will vary based upon the particular circumstances of each location and what is likely to be most effective for the situation. The traffic calming device(s) that will be considered for installation are listed below:

- A. Speed Limit Signage. Additional advisory and regulatory speed limits signs may be installed to advise motorists of the posted speed limit within the area.



- B. Dynamic Speed Signs. Dynamic speed feedback sign (DSFS) systems are traffic control devices that are programmed to provide a message to drivers exceeding a certain speed threshold.



- C. On Street Parking. The addition of on-street parking effectively narrows the roadway and slows traffic.



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- D. Landscaping/Street Trees. Provides a visual narrowing of the street and separates the sidewalk from the vehicle travel lane.



- E. Speed Humps. Raising of pavement surface about 3" over approximately 10 to 20 feet. Similar to this measure are speed tables, raised pedestrian crossings, and raised intersections.



- F. Roadway Narrowing. This could be a curb extension at an intersection (also called a bulb out) to reduce the roadway width at a selected location. This could be a median placed in the middle of the roadway. Medians can be used for pedestrian refuge and/or access control to restrict turning movements.



- G. Chicanes. Channelization or curb extensions that realign the straight path of a street; deflects straight vehicle movement.

EXHIBIT “A”



IV. Traffic Calming Device Installation

- A. Traffic Calming Plan. Where it is determined that the installation of traffic calming devices is warranted, the City will develop a traffic calming plan for the subject area which will identify the proposed traffic calming devices or measures to be employed. The traffic calming plan shall describe any proposed device phasing and the conditions under which additional and further traffic calming devices may be installed should the lower tier devices be determined to be ineffective, or not achieve the desired speed reductions.
- B. Phasing of Traffic Calming Device Installation. Traffic calming devices may be installed in a phased manner beginning with initial lower-cost measures (such as dynamic speed signs) and/or speed enforcement activities. Once installed, the lower-cost measures will be evaluation of their effectiveness through an additional speed study. Additional traffic calming devices may be installed in accordance with the traffic calming plan.

Program Funding. The installation of traffic calming devices will be dependent upon available funding within the neighborhood traffic calming program. Situations requiring more extensive and expensive traffic calming devices will likely require project design, cost estimation, and programing within the City’s Capital Improvement Plan. As a result, it may take several years to implement more extensive traffic calming efforts.