

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
September 27, 2021**

4:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to today's meeting. The meeting is open to the public but due to the continued presence of COVID-19 cases in our area, we encourage those that have not received the COVID-19 vaccination, to continue to keep 6-foot physical distance from non-household members and wear face coverings when distance is unable to be maintained. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Citizens wishing to comment on business on the agenda may also communicate with the City Council through email (council@ci.moscow.id.us). Please note that Council Committee meetings are televised, videotaped and/or recorded. The meeting is streamed on YouTube and Spectrum Cable 1301. A link to stream the meeting can be found on the City website (www.ci.moscow.id.us). Thank you for your interest in City government.

REGULAR AGENDA

1. Approval of September 13, 2021 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

2. Rolling Hills 9th Addition Development Agreement (ACTION ITEM) - Todd Drage

Ryan Itani, on behalf of Itani Land Company LLC, has submitted to the City a final plat for the development of a property east of the intersection of 3rd St. and 6th St and just south of Moser Park. On June 21, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Rolling Hills 9th Addition and will be presented for City Council approval on October 4th. If the final plat is approved by the City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The agreement included in the packet covers these items.

PROPOSED ACTIONS: Recommend approval of the Development Agreement with Itani Land Company LLC for Rolling Hills 9th Addition, or provide staff further direction.

3. Rolling Hills 9th Addition Monumentation Agreement (ACTION ITEM) - Todd Drage

Ryan Itani, on behalf of Itani Land Company LLC, has submitted to the City a final plat for the development of a property east of the intersection of 3rd St. and 6th St and just south of Moser Park. On June 21, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Rolling Hills 9th Addition and will be presented for City Council approval on October 4th. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

PROPOSED ACTIONS: Recommend approval of the monumentation agreement with Itani Land Company LLC for Rolling Hills 9th Addition, or provide staff further direction.

4. Personnel Policy Updates (ACTION ITEM) - Jen Pfiffner

Updates to the City of Moscow Personnel Policies continue. The On-Call policy presented includes updates to the current policies to promote consistency and equity across departments and divisions. Policy sections will continue to be presented for review.

PROPOSED ACTIONS: Recommend approval of the proposed On-Call personnel policy or provide staff further direction.

5. Moscow Police Department - OHS Highway Safety Grant FFY 2022 (ACTION ITEM) - Alisa Anderson / Eric Warner

The Moscow Police Department (MPD) has received a notice of award for a grant request submitted in February 2021 for the national program called Selective Traffic Enforcement Program (STEP) sponsored by the Idaho Transportation Department (ITD), Office of Highway Safety (OHS). The program addresses specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions and is focused on combatting traffic crashes resulting in fatal and serious injuries. The award will reimburse the MPD for time dedicated to traffic enforcement to include problem identification, a project plan including objectives, performance measures and safety focused targets. The MPD employs a dedicated traffic enforcement officer; however, the department will form a "Traffic Enforcement Team" to fulfill the grant requirements. The program period is October 1, 2021 to September 30, 2022 with a grant award of \$100,000 requiring a \$25,000 cash and in-kind match. The funding will cover the wages and fringe benefits for approximately 2,080 regular patrol officer wages, and/or overtime, travel, contractual services, training, and consumables. Patrol officer wages can also include hours spent providing public education, distribution of educational materials, and outreach efforts to create a general deterrence toward crash-causing behavior. The match of \$25,000 can include mileage, administrative staff hours for program management, hard costs, and overtime (not included in other grant programs) allocated to traffic patrols for special events held in Moscow to address program specific safety goals.

PROPOSED ACTIONS: Recommend approval for the Moscow Police Department to accept the Idaho Transportation Department, Office of Highway Safety, Highway Safety Grant FFY 2022 for \$100,000, or provide staff further direction.

6. Amendment to City Code to Correct Management Reorganization (ACTION ITEM) – Gary J. Riedner / Mia Bautista

On October 7, 2019, the City Council passed Resolution 2019-19 authorizing the implementation of the reorganization management model and directed staff to prepare ordinance revisions to align with said model, which included the creation of new positions, along with the elimination of specific positions. On July 19, 2021, the City Council passed Ordinance 2021-09, approved by the Mayor, providing for the amendment of various Chapters of Moscow City Code to reflect the reorganization management model of the City. While codifying the City Code, certain sections were found to have errors. The proposed ordinance will correct those errors and amend Moscow City Code Title 6, Chapter 2 by replacing Section 24 of Ordinance 2021-09 in its entirety, retain Title 3, Chapter 11 as previously codified, and amend Title 5, Chapter 11 to accurately reflect the name of the Commission, which changed from Health and Environment Commission to Sustainable Environment Commission.

PROPOSED ACTIONS: Review the proposed draft ordinance and recommend approval to the City Council, or provide staff further direction.

REPORTS

Arts Event Report - Megan Cherry

Staff Report (if needed)

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.

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
September 13, 2021**

3:00 PM

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

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

PRESENT: Art Bettge, Anne Zabala, Brandy Sullivan

OTHERS: Mayor Bill Lambert, Council Member Sandra Kelly, Council Member Gina Taruscio, Council Member Maureen Laflin (3:58pm)

STAFF: Gary Riedner, Nate Suhr, Scott Bontrager, David Schott, Steve Schulte, Tyler Palmer, Bill Belknap, Mia Bautista, Taylor Riedner, Amanda Argona (3:47pm)

REGULAR AGENDA

1. Approval of August 23, 2021 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Disbursement Report for August 2021 (ACTION ITEM) - Sarah Banks

Presentation of the Accounts Payable Report for the month ending August, 2021.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of August 2021.

Riedner introduced the item by highlighting major expenses for the previous month, including the 7th to 6th Street sanitary replacement project, south lift station force main, the slurry seal program, police station payment, and the Indian Hills water line improvement project. The Committee approved the disbursement report, authorized the use of digital signatures and that it be placed on the Council consent agenda.

3. Proposed Neighborhood Traffic Calming Policy (ACTION ITEM) - Bill Belknap

Over the last year, staff has received multiple requests for the installation of traffic calming devices in different locations within the community. In order to assess the requests, staff identified the need to develop a standardized process and approach to addressing traffic calming device requests. Over the last six months, the Transportation Commission reviewed policies of other communities and worked on the development of a Neighborhood Traffic Calming Policy for the City. The proposed policy addresses the process of submitting a request, evaluation metrics, and identifies potential traffic calming measures. The proposed policy is now before the City Council for consideration and adoption.

PROPOSED ACTIONS: Recommend approval and adoption of the proposed Neighborhood Traffic Calming Policy; or provide staff further direction.

Belknap introduced the item as written above and reviewed the proposed policy that will help provide an orderly process for installing neighborhood traffic calming devices. A written request must be submitted using the City form and be signed by at least 25% of the surrounding owners within two blocks of the subject area. The Street, Police, and Fire Departments will provide input regarding the received application.

Applications must meet two of the following criteria before determining the possibility of installing traffic calming devices. Traffic volumes over 1,500 vehicles per day, speeding more than 10mph, five or more accidents reported within five years, high volumes of bicycle use, or the site is near schools, parks, or has

pedestrian crossings. Currently, it is estimated that a single residence has ten trips per day to and from the neighborhood. These speed studies will span a 30-day period.

Calming devices are most appropriate in residential areas unless deemed otherwise by the City Engineer. Different devices that may be used include speed limit signage, dynamic speed signs, speed humps, chicanes, on-street parking, and other road narrowing techniques such as landscaping. Stop signs are not recommended as they can easily divert traffic to surrounding areas or cause speeding elsewhere. Device installations will be dependent on available funding within the program at the time. If funding is not available, there may be short-term responses the city will utilize. Extensive installation plans may take several years to implement.

Should the City Engineer determine a traffic calming device is not needed, the applicant may appeal within fifteen days from the date of the notification. An appeal fee is yet to be determined but will be discussed. The City Supervisor will then review the Engineer's decision and determine whether the policy was accurately followed. A maximum number of requests within a specific timeframe is yet to be determined, but staff may consider limiting one request within three years for the same location.

The Committee recommended approval and that it be placed on the Council regular agenda.

4. AT&T Amendment to Wireless Communication Facility Agreement (ACTION ITEM) - Gary J. Riedner

Staff has been approached by AT&T with a request to install and operate one generator and supporting infrastructure on the Residence Street water tank. This additional equipment requires additional ground space which is also requested and included in the amended agreement. The current agreement with AT&T needs to be amended to allow additional equipment to be installed. This Amendment is in accordance with the Co-location resolution that was adopted by the City Council on February 5th 2001. The amendment has been reviewed and approved by the City Attorney, and includes construction plans that have been reviewed and approved by the City Engineering staff.

PROPOSED ACTIONS: Recommend approval of the AT&T proposal to amend the Wireless Communication Facility Agreement, or provide staff further direction.

Riedner introduced the item as written above. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

5. Consideration of the Meadow Brooke Second Addition Pedestrian Bridge (ACTION ITEM) - David Schott

The City of Moscow received a proposal from Germer Construction, Inc. who is the owner and contractor developing the Meadow Brooke Second Addition Subdivision. The proposal includes two options for the installation of a pedestrian bridge and a ten (10) foot pathway over Paradise Creek south of Meadow Brook Second Addition and north of Meadow Street. The pedestrian bridge will connect to the existing pathway at Carol Ryrie Brink Nature Park north of the Moscow School District Community Playfields to West View Drive to the north. The proposal also includes a 50/50 cost share with the City. If approved, the City would be responsible for half of the cost of the bridge, which would range from \$44,528 to \$59,598. This project is currently not part of the Capital Improvement Plan and not funded in the City's FY2021 or FY2022 Budgets. The proposed shared use path provided by a pedestrian bridge is supported by the 2008 City of Moscow Paradise Path System Conceptual Master Plan in this location.

PROPOSED ACTIONS: Recommend approval of the pedestrian bridge over Paradise Creek with a 50/50 cost share with Germer Construction, Inc. in the amount of \$44,528 to \$59,598; or provide staff further direction.

Schott introduced the item as written above and shared additional details of the location. The proposal consists of two different styles of bridges, a culvert-style or a typical bridge span. The hydrology of the creek will determine which type of bridge will be used. Both the Pathways and Parks and Recreation Commissions have reviewed the proposal and recommended approval. The Parks and Recreation

Commission generated a 3/2 vote mainly due to the 50/50 cost share of the project. The Meadow Brook division agreement does not state any obligation to participate in a pedestrian bridge. However, the builder is still willing to go 50/50 with the City.

Scott Becker (Project Contractor) explained the floodway of the area would make the bridge roughly 35 feet long. The project is estimated to start next spring and when water levels are appropriate.

Belknap shared that the parks project along 3rd Street will no longer be executed; therefore, additional funds will be available for this project. Once the developer presents an estimate and plan details, Council will be able to discuss cost-share options and limitations further. The Committee recommended approval and that it be placed on the Council consent agenda.

6. Community Development Block Grant Bid Results (ACTION ITEM) - Alisa Anderson / Nate Suhr

The City published an advertisement for bids on August 21 and 28, 2021 for the Community Development Block Grant - 2021 project. The Project included ADA improvements at both Mountain View and Indian Hills Parks. The Engineer's Estimate for the project was \$175,174.00. Bid opening for the project took place on September 7th, 2021, at which one (1) bid was received. The bid received was in the amount of \$286,497.48 and was submitted by Quality Contractors, LLC. A bid tabulation is included in the Committee packet.

PROPOSED ACTIONS: Reject the low bid from Quality Contractors, LLC. or provide staff with further direction.

Suhr introduced the item as written above. The grant focuses on improving ADA access to restrooms in Mountain View and Indian Hills Parks. A pathway connecting the north parking lot to the restrooms would be installed in Mountain View Park. The Indian Hills Park includes installing a restroom, concrete pad, and an ADA-accessible parking spot. Suhr explained the differences between the City's cost estimate and the bid received and how specific items in the proposal are too high. The City is currently reaching out to local contractors to determine a good time to re-advertise for bids. The Idaho Department of Commerce stated the City is still within the timeframe to complete the project before the grant deadline and will not jeopardize the grant award. Suhr shared that combining the two park projects is more cost-effective than separating the parks into different projects. The Committee recommended approval and that it be placed on the Council consent agenda.

REPORTS

D and Mountain View Student Pedestrian Safety Improvement Pilot Project - Scott Bontrager

Bontrager provided background to the school's pedestrian crossing issues and the School District's request to evaluate the intersection at D St and Mountain View. The City will implement a pilot project by installing semi-permanent traffic cones to eliminate left-turn lanes. This will reduce conflict points, vehicles in the intersection, and lanes from eight to four. This trial will last 90 days to gather enough information to help implement a more permanent solution.

The Transportation Commission has expressed support in the pilot project, and public outreach will be sent out in the near future. This project will provide testing for similar conflict areas throughout the City which may have similar implementations in the future.

Erin Bacon (School Program Coordinator Moscow) helps with the school crossing each day and stated the Moscow Police Department (MPD) and School Resource Officer (SRO) have been supportive of these issues but cannot have a permanent presence. This project may help exploit the alternative options for children to get to school, such as walking, biking, public transportation, and other drop-off locations.

Belknap mentioned the low traffic hours of the day would still benefit from the reduced lanes. Additional options such as the installation of more sidewalks in the future are also a possibility.

Staff Report (if needed)

Riedner shared the COVID incident that occurred with the Finance department which will ultimately close the Finance department to the public until further notice. Staff will also be discussing the implementation masks for staff in City Hall.

ADJOURN

The meeting adjourned at 4:03 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, September 27, 2021



RESPONSIBLE STAFF

Todd Drage

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

AGENDA ITEM TITLE

Rolling Hills 9th Addition Development Agreement (ACTION ITEM) - Todd Drage

DESCRIPTION

Ryan Itani, on behalf of Itani Land Company LLC, has submitted to the City a final plat for the development of a property east of the intersection of 3rd St. and 6th St and just south of Moser Park. On June 21, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Rolling Hills 9th Addition and will be presented for City Council approval on October 4th. If the final plat is approved by the City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The agreement included in the packet covers these items.

STAFF RECOMMENDATION

Recommend approval of the Development Agreement with Itani Land Company LLC for Rolling Hills 9th Addition.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Development Agreement with Itani Land Company LLC for Rolling Hills 9th Addition, or provide staff further direction.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. 2021-09-21-Rolling Hills 9th - Development Agreement_final

**DEVELOPMENT AGREEMENT
BETWEEN ITANI LAND COMPANY LLC
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN ITANI LAND COMPANY LLC AND THE CITY OF MOSCOW, IDAHO is entered into this ____ day of September, 2021, by and between Itani Land Company LLC, whose address is 1515 SW Wadleigh Street, Pullman, Washington, 99163 (hereinafter “DEVELOPER”), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”);

W I T N E S S E T H :

WHEREAS, DEVELOPER desires to develop property to be known as Rolling Hills 9th; and

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

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

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

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

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

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

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

I. PROPERTY AFFECTED.

This Agreement affects property to be known as Rolling Hills 9th more particularly described as follows:

A parcel of land located in the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section 9, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho, described as follows:

COMMENCING at the southwest corner of Section 9; Thence N 70°59'02" E, 2414.62 feet to northeast corner of Lot 1, Block 4, Rolling Hills 8th Addition according to the recorded plat thereof, said point being the **POINT OF BEGINNING**;

Thence along the south right of way line of platted 3rd Street of said addition, S 89°32'26" E, 69.86 feet;

Thence along the east line of said Addition, N 00°05'13" E, 70.00 feet the southeast corner of Lot 10, Block 2, Rolling Hills 8th Addition, as shown on the recorded plat thereof;

Thence along the east line of said Lot, N 00°04'04" W, 114.25 feet to the northeast corner of said Lot;

Thence along the south line of the parcel described in Warranty Deed Inst. No. 540586, S 89°35'28" E, 291.80 feet to a point on the east line of the southeast quarter of the southwest quarter of Section 9;

Thence along said east line, S 00°20'03" W, 164.65 feet to the southwest corner of Moser Park as described in Deed of Dedication Inst. No. 412761, Latah County records;

Thence along the south line of Moser Park, N 60°06'22" E, 30.43 feet;

Thence leaving said parcel, S 00°24'45" W, 34.97 feet;

Thence S 04°08'16" E, 118.47 feet to a point on the north line of Lot 3, Block 1, Rolling Hills 7th Addition according to the recorded plat thereof;

Thence along the north line of said Addition, S 89°09'29" W, 54.96 feet;

Thence continuing along the north line of said Addition, N 89°29'50" W, 290.89 feet to the east corner of the parcel described in Warranty Deed Inst. No. 600631;

Thence along the northeast line of said parcel, N 53°16'58" W, 62.42 feet to the southeast corner of Lot 1, Block 4, Rolling Hills 8th Addition according to the recorded plat thereof;

Thence along the east line of said Lot, N 00°22'39" E, 81.94 feet to the **POINT OF BEGINNING**.

Containing 2.30 acres more or less.

II. PUBLIC IMPROVEMENTS.

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

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

III. TERM.

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

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

IV. CITY'S COVENANT.

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

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

V. DEVELOPER'S COVENANT.

- A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY standards, during and under the terms of this Agreement; and
- B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction; and
- C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twelve (12) months from the date of the issuance of the first building permit in the development; and
- D. If DEVELOPER fails to complete installation of the required public improvements within twelve (12) months from the date of the issuance of the first building permit, to CITY standards and as per the approved plans, CITY shall revoke occupancy of

the entire development and shall revoke any applicable permit issued to DEVELOPER by CITY.

VI. SECURITY FOR IMPROVEMENTS.

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

VII. FORM OF SECURITY.

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

If for any reason the security for such improvements shall be withdrawn by DEVELOPER or the security or financial institution, or the value or terms thereof shall be compromised in any way, CITY shall immediately cease issuing building permits and shall revoke any building permits and/or occupancy permits issued pursuant to the terms contained herein, and further, DEVELOPER shall hold CITY harmless for any and all causes of action or damages alleged to have been sustained because of the revocation of such building permits. If any building permits and/or occupancy permits are revoked pursuant to this Section, such building permits and/or occupancy permits shall be re-issued upon receipt by CITY of new or additional security as required herein.

VIII. WARRANTY.

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

IX. PARKLAND DEDICATION.

As part of the subdivision process, this proposed lot division falls under the following requirements of parkland dedication codes of the City:

Parkland dedication has been previously satisfied for this subdivision with the previous dedication of Itani Park.

X. PHASING.

No phasing has been proposed for this addition.

XI. AS-CONSTRUCTED DRAWINGS.

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

XII. FAILURE TO COMPLY.

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

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

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

XIV. OCCUPANCY.

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

XV. VENUE AND ATTORNEY FEES.

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

XVI. MODIFICATION.

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

XVII. COVENANTS TO RUN WITH LAND.

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

XVIII. NOTICES.

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

DEVELOPER

Itani Land Company LLC
1515 Wadleigh St.
Pullman, WA, 99163
Phone: 509-338-5147

CITY

City of Moscow, Idaho
Scott Bontrager, City Engineer
P O Box 9203
Moscow, ID 83843

Phone: (208) 883-7000
Facsimile: (208) 883-7018

XIX. UNDERSTANDING.

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

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

DEVELOPER:
Itani Land Company LLC

CITY:
City of Moscow, Idaho

Rafik Itani, Manager

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared Rafik Itani known to me to be the owner of the affected property.

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

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

Attachment A

[illegible]

COMMITTEE STAFF REPORT

DATE: Monday, September 27, 2021



RESPONSIBLE STAFF

Todd Drage

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

AGENDA ITEM TITLE

Rolling Hills 9th Addition Monumentation Agreement (ACTION ITEM) - Todd Drage

DESCRIPTION

Ryan Itani, on behalf of Itani Land Company LLC, has submitted to the City a final plat for the development of a property east of the intersection of 3rd St. and 6th St and just south of Moser Park. On June 21, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Rolling Hills 9th Addition and will be presented for City Council approval on October 4th. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

STAFF RECOMMENDATION

Recommend approval of the monumentation agreement with Itani Land Company LLC for Rolling Hills 9th Addition.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the monumentation agreement with Itani Land Company LLC for Rolling Hills 9th Addition, or provide staff further direction.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. 2021-09-21-Rolling Hills 9th - Monumentation Agreement_final

**MONUMENTATION AGREEMENT
BETWEEN ITANI LAND COMPANY LLC., AND
CITY OF MOSCOW, IDAHO**

THIS MONUMENTATION AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, 2021 by and between Itani Land Company LLC., an Idaho Limited Liability Company, 1515 SW Wadleigh Street, Pullman, Washington, 99163 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") for the purpose of subdividing real property within CITY.

W I T N E S S E T H :

WHEREAS, DEVELOPER is the owner of certain premises located in CITY, commonly known as Rolling Hills 9th; and

WHEREAS, DEVELOPER has not, at this time, set interior monuments as required by Idaho Code Section 50-1303; and

WHEREAS, DEVELOPER desires to record the final plat of Rolling Hills 9th; and

WHEREAS, Idaho Code Sections 50-1331 through 50-1333 allow the setting of interior monuments for subdivisions following the recording of the final plat; and

WHEREAS, the Parties mutually desire to ensure that such monuments be installed;

NOW THEREFORE, for and in consideration of the following mutual promises, DEVELOPER and CITY hereby agree and covenant as follows:

1. **PROPERTY AFFECTED:** Property which is subject to this Agreement is described as Rolling Hills 9th (hereinafter "Subdivision"), as shown by the plat herein incorporated by reference, see Attachment 'A'.
2. **PROFESSIONAL LAND SURVEYOR:** For the purpose of this Agreement, the Professional Land Surveyor (hereinafter "Surveyor") for the platting of Subdivision is Michael E. Dahlin, Idaho, PE/LS No. 17534 of Rim Rock Consulting, Moscow, Idaho
3. **CONDITIONS OF RECORDING WITHOUT MONUMENTATION:** Pursuant to Idaho Code Section 50-1333, DEVELOPER may record the final plat of Subdivision if:
 - A. The exterior monuments have been set;
 - B. The Subdivision plat includes a certification by Surveyor that the interior monuments for Subdivision shall be set in accordance with Idaho Code Section 50-1303, on or before a specified date and the said interior monuments shall be referenced on the

Subdivision plat with a unique symbol. The time for setting the interior monuments shall not exceed one (1) calendar year from the date the Subdivision plat is recorded or as otherwise specified by written agreement with CITY; and

- C. DEVELOPER furnishes to CITY a cash deposit in the amount equal to one hundred twenty percent (120%) of the estimated cost of performing the work for the interior monumentation for Subdivision. The estimated cost of performing such work will be determined by the Surveyor.
4. DEVELOPER'S COVENANT. DEVELOPER agrees as follows:
- A. To have installed, at DEVELOPER's expense, all interior monuments within the Subdivision, as required by Idaho law;
 - B. To have the interior monuments set by Surveyor, except as allowed otherwise under Section 7 of this Agreement;
 - C. To have installed all required interior monuments on or before the date specified on the Subdivision plat; and
 - D. To furnish CITY with a cash deposit in the amount of Three Thousand Four Hundred and Seventy One Dollars (\$3,471.00), which is equal to the one hundred twenty percent (120%) of the Two Thousand Eight Hundred Ninty Two Dollars and fifty cents (\$2,892.50) estimated by Surveyor to set Subdivision interior monuments.
5. CITY COVENANT. That upon the compliance of DEVELOPER with the terms and conditions of this Agreement, CITY shall advise the Latah County Recorder that the requirements of Idaho Code Sections 50-1331 through 50-1333 have been met and security in the amount of Three Thousand Four Hundred and Seventy One Dollars (\$3,471.00) has been deposited with CITY as required by Section 4. D. of this Agreement.
6. RETURN OF DEPOSIT. If DEVELOPER pays Surveyor for performing the interior monumentation work and furnishes CITY with proof of such payment, CITY shall, within two (2) months after such notice, return the cash deposit upon a finding that such payment has been made, or CITY may, upon written request of DEVELOPER, pay Surveyor from moneys within a cash deposit held by CITY for such purpose, and return the excess amount of the cash deposit, if any, to DEVELOPER.
7. FAILURE OF SURVEYOR TO PERFORM MONUMENTATION. In the event that the death, disability, retirement of Surveyor, or upon the failure of Surveyor to set such monuments in accordance with law, CITY may direct the County Surveyor in his or her official capacity, or may contract with an Idaho professional land surveyor in private practice, to set such monuments and reference such monuments for recording as provided in Idaho Code Sections 50-1331 through 50-1333. The fees of the County Surveyor or private surveyor shall be paid by DEVELOPER in accordance with the terms of this Agreement.

8. FAILURE OF DEVELOPER TO PAY FOR MONUMENTATION. In the event DEVELOPER fails or refuses to authorize the payment for interior monumentation, Surveyor may request payment from CITY, and upon inspection by CITY of such interior monumentation, CITY shall pay Surveyor from the proceeds of the cash deposit. Any costs associated with the installation of such monuments in excess of the security shall be borne by DEVELOPER.
9. TERM. This Agreement shall remain in effect until all monuments as described herein have been installed and accepted by CITY.
10. COVENANTS TO RUN WITH LAND. This Agreement shall run with the land and benefits and burdens herein described shall be binding on the parties, heirs, assigns and successors and interest.

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

Developers

City of Moscow:

Rafik Itani
Itani Land Company LLC.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared Rafik Itani, owner of the affected property.

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

NOTARY PUBLIC for the State of _____
Residing at _____
My Commission expires: _____

Attachment A

[illegible]

COMMITTEE STAFF REPORT

DATE: Monday, September 27, 2021



RESPONSIBLE STAFF

Jen Pfiffner, Deputy City Supervisor - Culture, Recreation and Employee Services

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Personnel Policy Updates (ACTION ITEM) - Jen Pfiffner

DESCRIPTION

Updates to the City of Moscow Personnel Policies continue. The On-Call policy presented includes updates to the current policies to promote consistency and equity across departments and divisions. Policy sections will continue to be presented for review.

Policies Proposed and Approved to Date

Hiring
Compensation & Benefit Structure
Telecommuting
Leave
Time & Attendance
Pay
Discipline
Grievance
Name Clearing

Currently Under Consideration

On-Call

Policies Updates Under Development for Future Council Review

Conduct
Performance
Work Status
Rules (i.e. cell phones in vehicles, social media, etc.)

Policy sections will continue to be presented for review. All policies are vetted by the Executive Team, Department Heads, Risk Management, Legal, and the Employee Advisory Committee prior to presentation to the City Council. Policies will be implemented as a full document once all sections are completed.

STAFF RECOMMENDATION

Recommend approval of the proposed personnel policies.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the the proposed On-Call personnel policy or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. On Call Draft

ON-CALL & CALL-BACK

The City of Moscow provides critical services to its residents. As such, employees may be required to be available and to work outside their regular schedule. The purpose of this policy is to provide a consistent method throughout all City departments to compensate employees for On-Call shifts and Call-Back responses.

Specifically, this policy sets forth status and pay guidance for non-exempt permanent employees. Temporary employees may not take On-Call shifts and do not qualify for On-Call, or Call-Back compensation. Exempt employees are paid a salary that reflects the full responsibility of the position, including being On-Call or being called back to work, and are not eligible to receive On-Call or Call-Back pay.

Compensatory time shall not be substituted for On-Call status compensation but may be taken for Call-Back compensation. As outlined in the Compensatory Time section of these Personnel Policies, compensatory time is limited to 80 hours at any given time. Specifically, the use of earned compensatory leave depends upon the department's ability to operate effectively during a requested absence.

On-Call Status

On-Call shift hours usually coincide with regular shift hours. Any employee may be assigned to an On-Call status, which requires the employee to be accessible, available, and able to report for duty if called. Such shifts may vary in beginning and ending times from department to department or division to division and are subject to change by an administrative decision as dictated by workload needs.

Supervisors are responsible for maintaining a roster of all qualified employees for On-Call, determining the need for On-Call availability, assigning employees to On-Call status, and maintaining an equitable rotation schedule. On-Call shifts are to be scheduled in 24 hour increments.

On-Call Compensation

On-Call compensation is calculated at two (2) hours of pay at time and one-half (1 ½) the regular hourly pay rate per On-Call shift; compensation may not be taken as compensatory pay.

Call-Back Status

When a non-exempt employee is called back to work from On-Call status or otherwise at a time not previously scheduled, response time for On-Call personnel should average 30 minutes but is managed operationally by each department/division.

Call-Back Compensation

A minimum of two (2) hours pay at time and one-half (1 ½) the regular hourly pay rate, even if the time spent back on the job is less than two (2) hours. Hours worked that exceed two (2) hours are also paid at time and one-half (1 ½) the regular hourly pay rate as actual hours worked. Drive time to and from the worksite is considered hours worked for Call-Back compensation. Call-Back compensation may be taken as compensatory time. Response time for On-Call personnel should average 30 minutes. Response time is included as time worked for Call-Back response.

COMMITTEE STAFF REPORT

DATE: Monday, September 27, 2021



RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Eric Warner

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Moscow Police Department - OHS Highway Safety Grant FFY 2022 (ACTION ITEM) - Alisa Anderson / Eric Warner

DESCRIPTION

The Moscow Police Department (MPD) has received a notice of award for a grant request submitted in February 2021 for the national program called Selective Traffic Enforcement Program (STEP) sponsored by the Idaho Transportation Department (ITD), Office of Highway Safety (OHS). The program addresses specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions and is focused on combatting traffic crashes resulting in fatal and serious injuries. The award will reimburse the MPD for time dedicated to traffic enforcement to include problem identification, a project plan including objectives, performance measures and safety focused targets. The MPD employs a dedicated traffic enforcement officer; however, the department will form a "Traffic Enforcement Team" to fulfill the grant requirements. The program period is October 1, 2021 to September 30, 2022 with a grant award of \$100,000 requiring a \$25,000 cash and in-kind match. The funding will cover the wages and fringe benefits for approximately 2,080 regular patrol officer wages, and/or overtime, travel, contractual services, training, and consumables. Patrol officer wages can also include hours spent providing public education, distribution of educational materials, and outreach efforts to create a general deterrence toward crash-causing behavior. The match of \$25,000 can include mileage, administrative staff hours for program management, hard costs, and overtime (not included in other grant programs) allocated to traffic patrols for special events held in Moscow to address program specific safety goals.

STAFF RECOMMENDATION

Recommend approval for the Moscow Police Department to accept the Idaho Transportation Department, Office of Highway Safety, Highway Safety Grant FFY 2022 for \$100,000.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval for the Moscow Police Department to accept the Idaho Transportation Department, Office of Highway Safety, Highway Safety Grant FFY 2022 for \$100,000, or provide staff further direction.

FISCAL IMPACT

\$25,000 Match - Cash and In-Kind included in FY2021-22 Budget

PERSONNEL IMPACT

Police, Finance, and Grants

ATTACHMENTS

1. OHS HSG 2022



**Your Safety • Your Mobility
Your Economic Opportunity**

IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129 • Boise, ID 83707-1129
(208) 334-8000 • itd.idaho.gov

August 30, 2021

Capt. Roger Lanier
Moscow Police Department
118 East 4th St
Moscow, ID 83843

RE: OHS Highway Safety Grant FFY 2022

Dear Capt. Lanier,

In February 2021 the Office of Highway Safety (OHS) received your grant application for a Federal Fiscal Year (FFY) 2022 highway safety grant. The application has been reviewed and was recommended for approval by the Idaho Traffic Safety Commission (ITSC). The grant was included in the Highway Safety Plan and approved by the Idaho Transportation Board July 2021.

This agreement is funded under the NHTSA (National Highway Traffic Safety Administration) Federal grant program. Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY 2022.

The Federal Fiscal Year 2022 (FFY22) is October 1, 2021 through September 30, 2022. You will receive a formal grant agreement and upon signature of the agreement and associated documents, you will receive a notice to proceed at which time funds from the awarded grant may be expended.

The Office of Highway Safety appreciates your request and all that the Moscow Police Department does to keep Idaho's roads safe.

Sincerely,

Denise Dinnauer
Grants/Contracts Officer

Cc: Officer Eric Warner

Program Name: Moscow Police Department-Enforcement

State Program: SPT2203

Funding: \$100,000

Match: \$25,000

CFDA (Catalog Federal Domestic Assistance): 20.600

FAIN (Federal Award Identification Number): TBD

Program Description

The Idaho Transportation Department Office of Highway Safety (OHS) administers the Federal Highway Safety Grant Program, which is funded by formula, through the FAST-ACT, Fixing America's Surface Transportation Act. The goal of the program is to eliminate death and serious injuries resulting from motor vehicle crashes by implementing programs designed to address and change driver behavior. The purpose of the program is to provide grant funding at the state and community level for a highway safety program that addresses Idaho's own unique circumstances and particular highway safety needs. Any use of funds must support data-driven state traffic safety goals and highway safety countermeasures.

Development of State Highway Safety Plan

Traffic Safety Problem Identification

A "traffic safety problem" is an identifiable subgroup of drivers, pedestrians, vehicles, or roadways that is statistically higher in crash experience than is normally expected. Problem identification involves the study of relationships between crashes and the population, licensed drivers, registered vehicles and vehicle miles, as well as characteristics of specific subgroups contributing to crashes or resulting in fatalities or injuries.

The Strategic Highway Safety Plan (SHSP) is implemented and approved by the ITD Board. The SHSP is the guiding document, for the Highway Safety Plan (HSP). The strategies outlined in the SHSP will help the State of Idaho attain the goal of *"Toward Zero Deaths"*.

The statewide identification of traffic safety problems begins initially by evaluating Idaho's experience in each of the National Highway Traffic Safety Administration's (NHTSA) highway safety priority areas. These highway safety priority areas are:

- a. Impaired Driving
- b. Occupant Protection
- c. Aggressive Driving / Speeding
- d. Pedestrian & Bicycle Safety
- e. Traffic Records
- f. Police Traffic Services
- g. Motorcycle Safety
- h. Youthful and Mature Drivers
- i. Distracted Driving

These program areas are determined by NHTSA to be most effective in reducing motor vehicle crashes, injuries, and deaths. Consideration for other potential traffic safety problem areas come from problems identified by the Idaho Traffic Safety Commission (ITSC) members, OHS staff, and by research proven projects.

The OHS uses statistical analysis for problem identification. Comparison data is developed, where possible, on costs of crashes, numbers of crashes, and the numbers of deaths and injuries. Supplementary data is gathered from the Idaho State Collision Database on helmet use for motorcycles and bicycles, child safety restraint use and seat belt use, as well as from available violation, suspension, and arrest information.

Problem or focus area reduction goals and performance measures are selected on the basis of the severity of the problem, economic costs, availability of grantee agencies to conduct successful programs, and other supportable conclusions drawn from the traffic safety problem identification process.

Project Development

The annual project selection process begins by notifying state and local public agencies involved in traffic-related activities of grant funding availability. A Request for Application, reflecting the focus areas considered for funding, is released each January. Grant applicants must complete and submit the grant application in accordance with the information in the ROA.

Once the application period has closed, potential projects are sorted according to the focus area most closely fitting the project. The OHS staff develops priority and funding recommendations using a criterion for assessing each project's potential to:

- Eliminate traffic deaths and serious injuries
- Improve the operation of an important traffic safety system
- Integrate as part of a community-wide crash elimination project
- Increase the coordination of efforts between several traffic safety agencies
- Past agency performance when recommending funding for future projects

Sub-grantee funding recommendations are incorporated into the Highway Safety Plan (HSP) document and presented to the ITSC each spring for acceptance. The Idaho Transportation Department (ITD) Board approves the final HSP document in June for the NHTSA July 1 application deadline.



Month	Activity
December/January	Request for Application is published by the OHS
End of February	Grant Application is due to OHS from applicant agency
March-May	OHS staff reviews applications, and compiles a statewide program that best addresses highway safety problems within budget limitations
May	OHS staff presents recommended grants to ITSC in a Draft Highway Safety Plan for approval
June	ITD Board reviews and approves the Highway Safety Plan
July	NHTSA reviews and approves the Highway Safety Plan
October, or when funding becomes available	OHS Grant Officer completes grant documents with input from grantee, then notifies the grant recipient that funding is available to begin the grant.
15 th of Jan, April, July	Quarterly reports due
October 15	Final Evaluation Report Due and all claims submitted.

Grant Agreement and Risk Assessment

OHS staff will conduct a risk assessment of sub-grantees. Upon completion of the Risk Assessment, the Risk Assessment is signed by both parties and a copy is provided to the sub-grantee.

The grant agreement and copies of the agreement forms are provided to the sub-grantees. The sub-grantee is provided with a copy of the Grant Procedure Manual and advised of the fiscal procedures, grant controls, and management practices needed to meet federal grant requirements.

The grant manager agrees to comply with requirements of both the grant agreement and the Grant Procedure Manual. Periodic changes and additions in the manual may be necessary to meet changing federal or state laws, or to improve program management and fiscal procedures. OHS will notify the grant manager in writing of any such changes or additions.

When a grant agreement is finalized, the original document is signed by the authorizing official of the sub-grantee agency, the assigned grant manager, and then by the Highway Safety Manager (HSM) of the OHS. The signature of the authorizing official indicates the sub-grantee agency agreement adheres to the conditions set forth in the contract, and acknowledges acceptance of the terms and conditions specified in this manual as part of the grant agreement. The original copy is retained at OHS. A copy is returned to the sub-grantee grant manager. The sub-grantee agency may not proceed with any expenditure associated with the grant until the grant manager receives a “notice to proceed” to begin grant activity issued by OHS.

Grant Requirements

Once the grant has been approved and becomes effective, OHS will reimburse the sub-grantee for expenditures related to the approved grant activities. The objectives outlined in the grant document are to be accomplished during the grant period, and within the cost guidelines set forth in the budget. **Costs incurred before the effective date or after the ending date of the grant period will not be eligible for reimbursement. Reimbursement of costs claimed will not exceed the federal funds awarded.**

Reimbursement is contingent upon sub-grantee compliance with grant requirements, and sufficient funding appropriated by the federal government and obligated by the state highway safety program. The OHS makes neither representation nor guarantee regarding the availability of federal highway safety funds for first or subsequent year funding.

Federal Regulations Governing OHS Grants

The expenses and costs, which are eligible for reimbursement under the highway safety program, are those stipulated in the grant budget. To be allowable, **costs must be necessary, reasonable, and allocable**. Federal funds must be expended according to the appropriate statutes or grant regulations. Grant management rules compel governmental units to monitor sub-awards insuring compliance with applicable federal requirements and cost principles.

Grant guidelines can be found at the following website: <https://www.nhtsa.gov/highway-safety-grants-program>

Highway Safety Grants Management Resources

Federal grant management requirements are passed on to your agency when receiving highway safety funds. The OHS will be at least as restrictive as the requirements of 2 CFR Part 200. In some cases, such as the due dates for the final report and final claim, OHS is more restrictive in order to allow time for OHS to submit its reports to the federal agencies.

Audit

The Office of Management and Budget 2 CFR 200.501 provides audit requirements for agencies receiving financial assistance.

Certifications and Assurances for Fiscal Year 2022 Highway Safety Grants

(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the Agency acknowledges and agrees to the following conditions and requirements. In my capacity as the Agency's Representative, I hereby provide the following Certifications and Assurances: GENERAL REQUIREMENTS The Agency will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) The Agency will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:
- Name of the entity receiving the award;
- Amount of the award;

Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (CFDA) number (where applicable), program source;

- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;

- A unique identifier (DUNS);

- The names and total compensation of the five most highly compensated officers of the entity if:

(i)the entity in the preceding fiscal year received—

(I)80 percent or more of its annual gross revenues in Federal awards;

(II)\$25,000,000 or more in annual gross revenues from Federal awards; and

(ii)the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the

Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

The agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- 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.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)(prohibit 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);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens 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, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)(prohibits discrimination on the basis of disability in the operation of public entities, testing) and 49 CFR parts 37 and 38; •Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents 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); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied

the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing USDOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49CFR part 21 and herein;

- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the Agency, ITD, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103) The agency will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;

2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;

Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –

1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

The agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States) Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the

department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies

available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in 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 governmental entity (Federal, State or Local) with commission of any of the offense set numerated in paragraph (1)(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.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.

2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
 - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Submission of information regarding mobilization participation into the HVE Database;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
 - Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;

- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a).(23 U.S.C. 402(b)(1)(F))
8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
 9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Signature _____ **Date** _____

Printed Name _____

Agency _____

COMMITTEE STAFF REPORT

DATE: Monday, September 27, 2021



RESPONSIBLE STAFF

Gary Riedner, City Supervisor, Mia Bautista

ADDITIONAL PRESENTER(S)

Mia Bautista

OTHER RESOURCES

AGENDA ITEM TITLE

Amendment to City Code to Correct Management Reorganization (ACTION ITEM) – Gary J. Riedner / Mia Bautista

DESCRIPTION

On October 7, 2019, the City Council passed Resolution 2019-19 authorizing the implementation of the reorganization management model and directed staff to prepare ordinance revisions to align with said model, which included the creation of new positions, along with the elimination of specific positions. On July 19, 2021, the City Council passed Ordinance 2021-09, approved by the Mayor, providing for the amendment of various Chapters of Moscow City Code to reflect the reorganization management model of the City. While codifying the City Code, certain sections were found to have errors. The proposed ordinance will correct those errors and amend Moscow City Code Title 6, Chapter 2 by replacing Section 24 of Ordinance 2021-09 in its entirety, retain Title 3, Chapter 11 as previously codified, and amend Title 5, Chapter 11 to accurately reflect the name of the Commission, which changed from Health and Environment Commission to Sustainable Environment Commission.

STAFF RECOMMENDATION

Recommend approval to the City Council.

PROPOSED ACTIONS

PROPOSED ACTIONS: Review the proposed draft ordinance and recommend approval to the City Council, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ordinance 2021 - Corrected Management Reorganization_final

ORDINANCE NO. 2021 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE CORRECTION OF ORDINANCE NO. 2021-09; PROVIDING FOR THE RECISION OF SECTION 8 OF ORDINANCE NO. 2021-09 AND THE CLARIFICATION THAT MOSCOW CITY CODE TITLE 3, CHAPTER 11 SHALL REMAIN UNAMENDED BY RESOLUTION 2021-09; PROVIDING FOR THE RECISION OF SECTION 24 OF ORDINANCE NO. 2021-09 AND THE CORRECTED AMENDMENT OF MOSCOW CITY CODE TITLE 6 CHAPTER 2; PROVIDING FOR THE CORRECTION OF SECTION 18 OF ORDINANCE NO. 2021-09 SPECIFIC TO MOSCOW CITY CODE TITLE 5, SECTION 11-5; PROVIDING THAT ALL OTHER SECTIONS OF ORDINANCE NO. 2021-09 SHALL BE IN EFFECT; 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, the City, as a municipal corporation of the State of Idaho, has the authority to exercise all powers and perform all functions of local self-government in City affairs that are not in conflict with the general laws or the Constitution of the State of Idaho (I.C. § 50-301); and

WHEREAS, the City is empowered to codify ordinances of a general and permanent nature and to make such changes, alterations, modifications, additions and substitutions therein as the City deems best (I.C. § 50-903); and

WHEREAS, on October 7, 2019, the City Council passed Resolution 2019-19, approved by the Mayor, authorizing the implementation of the reorganization management model and directed staff to prepare ordinance revisions to align with said model, which included the creation of new positions, along with the elimination of specific positions; and

WHEREAS, on July 19, 2021, the City Council passed Ordinance 2021-09, approved by the Mayor, providing for the amendment of various Chapters of Moscow City Code to reflect the reorganization management model of the City; and

WHEREAS, it was found that Ordinance 2021-09 had certain errors;

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 3, Chapter 11 shall remain as follows:

...

Sec. 11-2. Organization.

- A. The Transportation Commission shall consist of up to nine (9) members serving without pay. A non-voting member of this Commission shall not be considered in determining the number required for a quorum or whether a quorum is present. The word "Commission"

when used herein shall mean the Transportation Commission. Members of the Commission shall be appointed by the Mayor with the advice and subject to the approval of the Council. Members shall be selected without respect to political affiliation. Except for any three quarter (3/4) time post-secondary educational program student member, an appointed member of the Commission must have resided in Latah County for two (2) years prior to his or her appointment and must remain a resident of Latah County during his or her service on the Commission. Persons living within the delineated Area of City Impact shall be entitled to representation on the Commission. Such representation shall, as nearly as possible, reflect the proportion of population living within the City compared to the population living within the Area of City Impact. The term of office of the Commission members chosen from the residents at large shall be five (5) years or until their successors are appointed and qualified. The members shall hold office at the pleasure of the Mayor. The Mayor may revoke such appointment at any time and for any reason deemed sufficient with the advice and subject to the approval of the Council. Vacancies in such Commission occurring otherwise than the expiration of the term shall be filled by the Mayor with the advice and subject to the approval of the Council for the unexpired term. One (1) position on the Commission shall be designated for a representative of the University of Idaho as designated by the President of the University. If the University chooses not to appoint a representative, the Mayor may appoint a member to fill that position on the Commission. Where possible, commission shall include at least one (1) student enrolled at least three quarters (3/4) time in a post-secondary educational program, who shall serve as a non-voting member of this Commission for a one (1) year term, which term may be renewed. At least one (1) student enrolled in high school or an equivalent educational program shall serve as a non-voting member of this Commission for a one (1) year term, which term may be renewed.

- B. Where possible, Commission members shall be appointed in a manner which will allow members to represent a variety of transportation modes including, but not limited to, motorized vehicles, non-motorized vehicles and conveyances, pedestrians and public transportation.
- C. The Commission may establish subcommittees and/or advisory committees to advise and assist it in carrying out duties of the Commission. Where possible, this Commission shall coordinate efforts with local boards, groups and agencies as well as State boards, groups and agencies.

(Ord. 2003-08; 04/08/03; Ord. 2006-22, 12/18/2006; Ord. 2008-23, 10/20/2008; Ord. 2020-15; 11/16/20)

...

SECTION 2: That Moscow City Code Title 6, Chapter 2 be amended as follows, replacing in its entirety Section 24 of Ordinance 2021-09, as follows:

...

Sec. 2-3. Definitions.

As used in this Chapter, unless the context otherwise indicates:

- A. *Accessory Parking Area.* A common enclosed area set aside for the parking and storage of vehicles and mobile units accessory to everyday life. Such units may include, but are not limited to, motor homes, travel trailers, pickup campers, boats, motorcycles and other similar items.

- B. *Accessory Structure*. A structure intended for other than dwelling purposes that is within a manufactured home park. Such a structure would include, but not be limited to, storage areas, laundry facilities, recreation halls, maintenance shops, etc.
- C. *Application, Manufactured Home Park*. Required form provided by the City to be completed and submitted to the City along with accompanying maps and other information.
- D. *Buffer Zone*. The area immediately within the external property lines of any manufactured home park which is intended as an open transitional area between the manufactured home development and adjacent land uses.
- ~~D~~E. *Building*. Any structure having a roof, but excluding all forms of vehicles even though immobilized.
- ~~E~~F. *Building Codes*. The latest edition of any building code as currently adopted by the Council.
- ~~F~~G. *Building Permits*. A written form of permission to develop or alter structures placed on real property or its appurtenances constructed to the standards provided for in the Building Code, Moscow City Code, and any applicable state and federal regulations.
- ~~G. *Buffer Zone*. The area immediately within the external property lines of any manufactured home park which is intended as an open transitional area between the manufactured home development and adjacent land uses.~~
- H. *Construction Permit*. An official certificate issued by the City granting permission, after all final plans are approved, to start construction (roads, utilities, site preparation, etc.) on the development of a manufactured home park.
- I. *Existing Manufactured Home Parks*. Any manufactured home parks that are in existence at the time this Chapter is adopted.
- J. *Manufactured Home*. A structure, constructed after June 15, 1976, in accordance with the HUD manufactured home construction and safety standards, and is transportable in one (1) or more sections, which, in the traveling mode, is eight (8) body feet or more in width or is forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling, with or without a permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein, except that such term shall include any structure which meets all the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of Housing and Urban Development and complies with the standards established under 42 U.S.C. Section 5401 et seq.
- K. *Manufactured Home Park*. A tract of land under single ownership developed for the purpose of providing rental space for manufactured homes, mobile homes, or modular homes on individual lots and for accessory structures to serve the residents within its confines.
- L. *Mobile Home*. A factory-assembled structure or structures generally constructed prior to June 15, 1976, and equipped with the necessary service connections and made so as to be readily movable as a unit or units on their own running gear and designed to be used as a dwelling unit or units with or without a permanent foundation. A mobile home shall meet the requirements set forth in Idaho Code Title 39, Chapter 41, as amended from time to time by the State Legislature.
- M. *Modular Home*. Any building or building component, other than a manufactured or mobile home, that is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site.

- N. *Park Operator's Permit.* A written form of permission by the City upon approval of satisfactory completion of development and after final inspection is made and approved before occupancy is allowed on any completed phase of development.
- O. *Recreation Area.* Space within a manufactured home park having open area and/or recreational equipment to be used for the leisure activities of residents of the development.
- P. *Setback.* The area between the property or lot line and the line beyond which buildings may legally be located.
- Q. *Setback Front.* The distance from the property or lot line on a private or public right-of-way to the building line. When the lot does not adjoin a private or public right-of-way, any side of the lot may be designated as the "front."
- R. *Setback Rear.* The setback from the property or lot line on the opposite side of the lot from the front setback. For a triangular shaped lot, the setback shall be measured from a line ten feet (10') in length within the lot which is parallel to the front lot line, or parallel to the chord of a curved front lot line.
- S. *Setback Side.* The setbacks from the property line or lot lines remaining after the front and rear setbacks have been determined.
- T. *Space Installation Permit.* A written form of permission issued by the City to the manufactured home park owner or operator to permit a manufactured home to be placed on a manufactured home space within ~~in~~ a manufactured home park.- Space installation permit gives approval that the mobile home can be occupied at that particular site.
- U. *Structure.* That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.
- V. *Utilities.* Basic public service facilities such as water lines, sewer lines, natural gas lines, electric power lines, telephone wires and community television antenna lines.
- W. *Yard.* Open, unoccupied space in front, rear or side on the same lot with a building.
(Ord. 2020-01, 01/21/2020)

Sec. 2-4. Application Procedure for Manufactured Home Development.

The following is the application procedure for the development of manufactured home parks in the City. A person wishing to make application for a manufactured home park should contact the Zoning Administrator to determine the regulations and requirements for such a development. A conference between the applicant and appropriate City staff will be scheduled.

- A. To provide clarification of the entire manufactured home park development process;
- B. To allow the City staff to express their professional views about the proposed site;
- C. To review adequacy of utilities for the development; and
- D. To clarify public utility and other development policies of the City.

(Ord. 2020-01, 01/21/2020)

Sec. 2-5. Application and Preliminary Plans.

The applicant shall submit to the City an application on the form prescribed by the City and one (1) paper copy along with one (1) digital copy (in PDF format) of preliminary plans to the Zoning Administrator for consideration by the Planning and Zoning Commission at least twenty (20) days prior to the meeting at which such plans will be considered. The application and preliminary plans shall include at least the following:

- A. Application:

1. Name, address of developer and names of principal professional personnel involved in plan preparation~~:-~~
 2. Legal description of development site~~:-~~
 3. Area of proposed development measured in acres and square feet~~:-~~
 4. Percentage of total area to be set aside for use in common or recreation~~:-~~
 5. Number of spaces or lots intended for development~~;~~ ~~and~~~~:-~~
 6. Any intentions for phasing the project, along with a description of the proposed phases.
- B. Preliminary Plans:
1. A drawing to scale of not less than one inch (1") to fifty feet (50'), showing all land uses in the periphery of the development and all public and private roads within three hundred feet (300') of the development. Development area to be distinctly shown on the above-mentioned drawings~~:-~~
 2. A topographical map showing existing and final contours and drainage systems through the development, with maximum contour intervals of five feet (5'), extending not less than one hundred fifty feet (150') beyond the boundaries of the development area~~:-~~
 3. Tentative patterns of streets, bikeways and walkways, showing width and separation of same, and their relationship to similar facilities outside the boundaries of the proposed development, including sizing. Proposed street names shall be shown~~:-~~
 4. Location and specific nature of open area and playground equipment, if any~~:-~~
 5. Location of all existing and proposed structures within the development~~:-~~
 6. Location and precise nature of buffer area and its contents~~:-~~
 7. A conceptual plan of landscaping indicating type (trees, shrubs, ground cover) and general extent of plantings and a statement regarding the proposed maintenance program~~:-~~
 8. Tentative location of lots or spaces and location of major areas intended for use in common~~;~~ ~~and~~~~:-~~
 9. Any other details specifically requested to be shown at the preliminary conference.
- C. The preliminary plans shall be submitted to the City to be examined for conformance to this Chapter before being scheduled on the agenda of the Planning and Zoning Commission. If the plans are in conformance with this Chapter, they will be submitted to the Planning and Zoning Commission along with comments from City staff. The Planning and Zoning Commission will review the plans and will approve or disapprove the plans, approve the plans conditionally or request modification of the plans within sixty (60) days after the first meeting at which they are considered.
- (Ord. 2020-01, 01/21/2020)

Sec. 2-6. Final Plans.

- A. The final plans shall include detailed drawings on all physical developments of the park development and any other requirements determined during the approval process of the preliminary plans. Within a year after the Planning and Zoning Commission approval of the preliminary plans, the applicant shall submit one (1) paper copy along with one (1) digital copy (in PDF format) of the final plans to the Zoning Administrator twenty (20) days before the scheduled meeting of the Planning and Zoning Commission. Final plans will be checked for conformance with the concepts presented and approved in the preliminary plans, the requirements of this Chapter and City standards before submitting the final plans to the Planning and Zoning Commission for its approval. The final plan shall include:

1. A survey by a licensed surveyor indicating exterior boundary, public rights-of-way, lot sizes, easements, recreation area and any other information required by the City Engineer;
 2. Construction plans prepared by a licensed engineer indicating alignment and grade for water, sanitary sewer, storm sewer and streets;
 3. Parking location and layout;
 4. Street lighting layout;
 5. Space numbering;
 6. Fire protection plan; content determined by the City;
 7. Landscaping plan (including species and placement of planted materials):
 - a. At least one (1) tree per manufactured home unit;
 - b. Trees and other plantings shall conform to size standards established in the "American Standards for Nursery Stock";
 - c. All common areas and lots not utilized for structures, parking or other landscaping shall be covered by turf or other vegetative ground cover.
- B. Before occupancy permits are issued, construction drawings prepared by a licensed engineer will be submitted to the City Engineer.
- (Ord. 2009-04, 02/02/2009; Ord. 2020-01, 01/21/2020)

Sec. 2-7. Permits.

The following permits shall be required for manufactured home parks:

- A. Construction Permit. Issued by the City upon approval of all final plans by the Planning and Zoning Commission.
- B. Park Operator's Permit. To be issued by the City upon approval of satisfactory completion of development and after final inspection is made and approved before occupancy is allowed on any completed phase of development.
- C. Space Installation Permit. Issued to the park owner before the siting or re-siting of a manufactured home on specific lot within a manufactured home park. Used to determine that home location on a given site meets all required codes; approved site and manufactured home will be issued a certificate of occupancy.
- D. Plumbing Permit. Issued to owner of manufactured home to cover connection of unit into park water and sewer system.
- E. Electrical Permit. Issued to owner of manufactured home to cover connection of unit to park electrical system.
- F. Gas Permit. Issued to owner of manufactured home to cover connection of gas to manufactured home unit.
- G. Building Permit. Issued to cover construction of any structure within the park and is issued to the owner of the structure.

(Ord. 2020-01, 01/21/2020)

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SECTION 3: That Moscow City Code Title 5, Chapter 11 be amended as follows:

Sec. 11-5. Application Denial and Appeal.

- A. Upon a showing of cause to believe that grounds exist to deny the application of any person to add or remove a dust suppressant to the approved list the City shall notify the applicant by certified mail, or personal service, of the grounds for said denial and of the opportunity to

appeal such denial to the ~~Health and Sustainable~~ Environment Commission. Failure of a person to actually receive a notice sent or severed, shall not invalidate the denial. The applicant, after notice of the denial, may appeal said denial by making a written request for a hearing before the ~~Health and Sustainable~~ Environment Commission within ten (10) working days of the date of the above notice.

- B. Hearing and Determination: The hearing shall be before the ~~Health and Sustainable~~ Environment Commission. At such hearing the applicant may present evidence, call witnesses called by the City and be represented by counsel. A recorded transcript shall be made. Within twenty (20) working days after the date of the hearing the ~~Health and Sustainable~~ Environment Commission shall either:
1. approve the action of the City; or
 2. allow the application upon such modifications or conditions reasonably related to the use of the application.
- C. Appeal of Decision: The decision of the ~~Health and Sustainable~~ Environment Commission shall be final and conclusive unless an appeal to the Council is made, in writing, within ten (10) days. If appeal is made to the Council, the Council shall hold a de novo hearing consistent with this section within thirty (30) days and shall render its decision within twenty (20) days. Appeal from a Council decision must be made to the District Court for Latah County in accordance with Idaho's Administrative Procedures Act.

(Ord. 2021-09, 07/19/2021)

SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions which can be given effect without the invalid provision. The remaining sections of Titles 3 and 6 shall be in full force and effect.

SECTION 4: 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 5: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

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

ATTEST:

Laurie M. Hopkins, City Clerk