

Administrative Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208-883-7015

**Monday
January 24, 2022**

4:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to today's meeting. Attendees are subject to protocols established by Governor Little's Stay Healthy Guidelines of the Idaho Rebounds Plan. 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. Please note that Committee meetings are televised, videotaped and/or recorded. Links to view the Committee meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

REGULAR AGENDA

1. Selection of Committee Chair and Vice Chair (ACTION ITEM)

Elect incoming Administrative Committee Chair and Vice Chair.

ACTION: Approve Committee Chair and Vice Chair.

2. Approval of Administrative Committee December 13, 2021 Minutes (ACTION ITEM) - Taylor Riedner

3. Idaho Commission on the Arts (ICA) Arts Education Annual Project Grant Application (ACTION ITEM) - Megan Cherry

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Arts Education Annual Project is a grant program that supports activities that unite education and the arts. These grant funds will sustain the MAC and Arts Department's MACTivities Toolbox program, which is part of the MAC's fulfillment of the arts education component of their mission. The Toolbox program was initiated during the early days of the 2020 pandemic as a way to support arts education while maintaining social distance. The Toolboxes contain art supplies and National Core Arts Standards-aligned curriculum designed to serve ages 5 - 13+. The Arts Department successfully applied for funding through this grant program in 2021, and funds received in July 2021 were held back to support the program in FY22. The fourth edition of the program is currently in development, with a fifth edition slated to be produced by the end of June 2022. If received, this grant funding would represent off-setting revenue for operations in FY23. The grant request, if approved, will be for \$2500, and the program requires a 1:1 match.

PROPOSED ACTIONS: Recommend approval of the Arts Education Annual Project grant application for the current cycle, or provide staff further direction.

4. Electric Scooter and Shared Mobility Program Code Amendment and License Agreement (ACTION ITEM) - Cody Riddle

The City continues to see interest in the deployment of shared mobility devices (E-scooters and E-bikes). In response, Staff has prepared a draft amendment to City Code to address the use of E-bikes, E-scooters and similar devices upon the City's streets, sidewalks and pathways in anticipation of the likely increased use. Additionally, Staff has prepared a draft license agreement for shared mobility

providers that would regulate their operations and standards of performance. Both the code amendment and license agreement were reviewed and previously recommended for approval by the Transportation Commission and Administrative Committee. Staff will present the previous draft, provide an update on recent communication with mobility providers, and seek the Committee's review and recommendations.

PROPOSED ACTIONS: Receive report and provide staff with further direction.

REPORTS

Palouse Basin Aquifer Committee Community Survey Report – Paul Kimmell

Downtown Parking Program Update – Mia Bautista / Anthony Dahlinger

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.

Administrative Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
December 13, 2021**

4:00 PM

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

The meeting was called to order at 4:00 p.m.

PRESENT: Gina Taruscio, Brandy Sullivan, Sandra Kelly

OTHERS: Mayor Bill Lambert, Council Member Art Bettge, Council Member Maureen Laflin

STAFF: Gary Riedner, Megan Cherry, Mia Bautista, Laurie Hopkins, Amanda Argona, Jen Pfiffner, Mia Bautista, Cody Riddle, Taylor Riedner

REGULAR AGENDA

1. Approval of Administrative Committee November 8, 2021 Minutes (ACTION ITEM) - Taylor Riedner

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

2. Portable Collection Deaccession (ACTION ITEM) - Megan Cherry

The City of Moscow Portable Collection currently houses 95 pieces, and with its first accession in the mid-1980s, it is the longest-standing of all City Public Art collections. The pieces are displayed in different locations according to accessibility to the public as well as staff interest. Frank Werner's wooden duck decoy was donated to the City Portable Collection by Samuel and Lois Butterfield in 2004, and has been on display in City Supervisor Gary Riedner's office since that time. With Riedner's retirement approaching in January 2022, the MAC discussed on October 12, 2021 and voted on November 9, 2021 to implement the deaccession process in order to present the decoy as a farewell gift. Commission members noted that Portable Collection deaccessions are not anticipated as a standard practice for City staff retirement celebrations, and added that their recommendation for gifting the duck is based upon Riedner's length of service, appreciation of and proximity to the duck, as well as his support of the arts in Moscow.

PROPOSED ACTIONS: Recommend deaccession as well as gifting, recommend against deaccession, or direct staff further direction.

Cherry introduced the item as written above. The deaccessioning process outlined in the Public Art Guidelines has been followed for this instance. Cherry spoke with Werner, who mentioned his pieces go for \$600 per piece. Bautista stated the City does not currently implement any conditions for handling art pieces once they are gifted. The Committee recommended approval and that it be placed on the Council regular agenda.

3. Classification and Retention of Public Records Resolution – Mia Bautista / Laurie M. Hopkins

Idaho Code requires the City Council adopt by Resolution a records classification and retention schedule listing the various types of City records and the retention period for each type of record. The current resolution was adopted in 2008 and included the list of permanent records, semipermanent records, and temporary records specifically included in Idaho Code 50-907. Idaho Code 50-907 also allows the City Council to deem additional documents or records as Permanent, Semipermanent and Temporary. The proposed resolution includes a more expansive list of records in each category than the 2008 resolution and provides an update to the list of transitory items.

PROPOSED ACTIONS: Recommend approval of the records classification and retention schedule resolution, or provide staff further direction.

Bautista introduced the item by reflecting on the differences between the 2008 resolution and the proposed, drafted resolution. After consulting with the City Clerk and AIC, additional items were added to each record type. Transitory items do not specifically fall in any of the three above-listed categories. These types of records are not required to be maintained for a specified period. The Committee suggested adding definitions of social media posts where possible for future guidance. Social media posts depend on their context to determine the type of record they would fall under. Posts regarding City business may be considered Temporary, while others may be regarded as Transitory. Due to complexity reasons, not all types of records are included in the resolution. The Committee recommended approval and that it be placed on the Council consent agenda.

4. Public Records Request Guidelines Resolution (ACTION ITEM) – Mia Bautista / Laurie M. Hopkins

Idaho Code § 74-119 requires cities to adopt guidelines that identify the general subject matter of all public records maintained by the City, including the physical location of such records. Idaho Code also requires the designation of a custodian to receive public records requests and an alternate custodian to help members of the public who want to request public records. Staff has drafted a resolution detailing the location of records, a policy for requesting records, and the designation of a primary and alternate custodian.

PROPOSED ACTIONS: Recommend approval of the public records guidelines resolution, or provide staff further direction.

Bautista introduced the item as written above, and reviewed the different types of public records requests and the guideline for receiving and processing them. With no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

5. Records Management Policies and Procedures Code Amendment (ACTION ITEM) – Mia Bautista / Laurie M. Hopkins

In 2015 the City Council adopted Title 1 Chapter 10 Records Management Policies and Procedures, in compliance with Idaho Code, to ensure orderly and efficient management of municipal records. Since that time, the pertinent sections of Idaho Code dealing with public records has been amended. The proposed ordinance includes the changes the Legislature adopted, specifically through the enactment of the Public Records Act under Title 74 of the Idaho Code. The amendments include updates to the references of Idaho Code for the classification and retention of municipal records, digital media requirements, and the disclosure of public records.

PROPOSED ACTIONS: Recommend adoption of the ordinance amending Moscow City Code Title 1, Chapter 10 of the records management policies and procedures, or provide staff with further direction.

Bautista introduced the item as written above, and needing no further discussion, the Committee recommended approval and that it be placed on the Council regular agenda.

6. Winterfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

The Moscow Chamber of Commerce + Visitor Center is hosting the inaugural Winterfest on Saturday, January 22nd, from 12 pm to 4 pm on Main Street between 3rd and 6th Streets. The event is intended to be an annual event, with this year's theme '80s Ski. The applicant anticipates 9 (nine) beer and/or wine tents/vendors and ten (10) food vendor tents, putt-putt contest, Rubik's Cube contest, corn hole, snowball relay race, lip-sync battle, and more. The event has been reviewed and approved as of December 3, 2021. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Winterfest is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been

prepared for Council's consideration.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of Winterfest for the duration of the event; or provide staff further direction.

Argona introduced the item by reviewing the request that was received. Should the weather provide difficulty for the event, the Streets Department has been informed of the event and is ready to assist should they be needed. Should there be an accumulation of more than 4 inches of snow, there may be a delay in the event. Compared to Moscoberfest, new changes include types of glassware and the addition of the first bay of the Jackson parking lot to place signage and allow access to the public restrooms. There will also be additional porta potties available to limit the usage of the Friendship Square and reduce lines. There are currently no restrictions on dogs attending events in the Entertainment District. However, Council has the ability to do so should it be needed. The Committee recommended approval and that it be placed on the Council consent agenda.

REPORTS

Arts Education Report - Megan Cherry

Cherry provided an update on arts education which is a focus of the Arts Commission. The MACtivities Box program began during the pandemic to allow families to take home lessons and are offered free of charge to the community, and the next toolbox will be coming out in the Spring. The Idaho Commission on the Arts awarded the City \$1453 through a grant program to support two more editions of the toolbox. Arts Idaho has partnered with the City to provide four workshop sessions during 2022 held at Moscow City Hall. The recent Box Gallery addition has been successful since its opening and installed LED lighting. Middle school art students will be featured in the Box Gallery in January 2022.

Staff Report (if needed)

No report needed

ADJOURN

The meeting adjourned at 4:48 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, January 24, 2022



RESPONSIBLE STAFF

Megan Cherry, Arts Program Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Idaho Commission on the Arts (ICA) Arts Education Annual Project Grant Application (ACTION ITEM) - Megan Cherry

DESCRIPTION

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Arts Education Annual Project is a grant program that supports activities that unite education and the arts. These grant funds will sustain the MAC and Arts Department's MACTivities Toolbox program, which is part of the MAC's fulfillment of the arts education component of their mission. The Toolbox program was initiated during the early days of the 2020 pandemic as a way to support arts education while maintaining social distance. The Toolboxes contain art supplies and National Core Arts Standards-aligned curriculum designed to serve ages 5 - 13+. The Arts Department successfully applied for funding through this grant program in 2021, and funds received in July 2021 were held back to support the program in FY22. The fourth edition of the program is currently in development, with a fifth edition slated to be produced by the end of June 2022. If received, this grant funding would represent off-setting revenue for operations in FY23. The grant request, if approved, will be for \$2500, and the program requires a 1:1 match.

STAFF RECOMMENDATION

Recommend approval of the Arts Education Annual Project grant application for the current cycle.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Arts Education Annual Project grant application for the current cycle, or provide staff further direction.

FISCAL IMPACT

These grant funds will offset the costs of producing the MACTivities Toolbox in FY23.

PERSONNEL IMPACT

Staff time will be needed to complete the grant application, and if funding is received, to implement the program and submit final reporting.

ATTACHMENTS

1. 2023_ICA_Arts Education_Grant Program Description
2. 2023_ICA_Arts Education_Evaluation Rubric

Opportunities

Current Applications

Any previously created applications, for this opportunity, appear below. To start a new application for this opportunity, Click the Start a New Application link or to copy data from an old application, click on the Copy Existing Application link.

ID	Application Title	Status
No existing applications		

Opportunity Details

[Copy Existing Application](#) | [Start a New Application](#)

04801-Arts Education Annual Project - FY 2023

Arts Education Annual Projects

Application Deadline: 01/31/2022 11:59 PM

Award Amount Range: \$1,000.00 - \$15,000.00

Project Start Date: 07/01/2022

Project End Date: 06/30/2023

Award Announcement Date:

Program Officer: Michael Faison

Phone: 208-334-2119 x

Email: michael.faison@arts.idaho.gov

Description

Description

Purpose

This annual grant opportunity supports activities that unite effective practices in education and in the arts, enriching teaching and learning opportunities for K-12 students.

Process

Applications are adjudicated by a panel of community arts professionals. Award amounts depend on panel scores and available funds and may be less than the amount requested. A final report is due July 31 to remain eligible for future funding.

Grant amount

The grant requires a 1:1 match with cash or in-kind donations, and funds up to 50% of projected expenses. Maximum request is \$15,000.

Eligibility and Restrictions

- Applicant must be a nonprofit, IRS tax exempt 501(c)(3) organization or be represented by applying through a fiscal agent; or a unit of local, county, tribal, or state government, including schools and school districts
- Nonprofit organizations (and fiscal agents) must have been in operation in Idaho for at least one year and have a valid 501(c)(3) Determination Letter with an effective date at least 1 year prior to the grant application deadline date
- Applicant must compensate professional artists and administrators
- Applicant must have submitted all final reports for past Commission grants

Narrative questions

- 1) Briefly describe the organization's or school's educational mission and the project or activities for which funds are sought.
- 2) What student NEEDS will be addressed by this project?
 - Describe the population expected to benefit from the project. Specify the number of participants and, if applicable, how they will be chosen.
 - Identify important student learning needs that this project will address.
 - Describe your systems, practices, and actions that encourage participation of diverse members of your community and individuals with disabilities, including activities designed to minimize barriers to participation.
- 3) IMPACT – How will the project contribute to what students will know and be able to do in the arts? Reference your response to the National Core Arts Standards: nationalartsstandards.org.
 - Identify the Artistic Process and Essential Question from the National Core Arts Standards that will focus student learning.

- Specify up to three discipline-specific knowledge and skill standards (eg. VA:Cr1.2PKa) that students will know and be able to do in the arts as an outcome of your planned activities or experiences. Please provide the full statement(s).

4) Describe how EVIDENCE of student learning will be captured, documented, and shared.

- What assessment tools will be used to determine if the identified standards are understood and/or applied in the student work?
- Describe how evidence of student learning will be documented and shared with wider audiences such as peers, parents, funders, school personnel, or other stakeholders.

5) Describe the project activities in detail.

- Identify which individual artists, performing groups, educators, or consultants will be involved, including their roles, qualifications, and responsibilities.
- What activities will build student interest and curiosity before the project begins?
- Describe a clear sequence of activities that will deepen students' interests, skills, and understanding to achieve the project's identified outcomes.
- How will students be guided in responding to/reflecting on their work or the work of others?

Budget

Applicant must submit a budget form.

Required Attachments

- List of key personnel
- Résumés for key personnel. ICA Teaching Artist résumés may be omitted
- Three letters of support
- Work samples, if applicable, ICA Teaching Artist work samples not required (*show the quality of art or services and must be from the last five years*)
- Support materials (*confirm the narrative by providing key evidence, recommended materials include schedules, lesson plans, and letters of support*)

Evaluation Criteria

[Download the evaluation rubric for this grant category.](#)

ARTS EDUCATION PROJECT**Evaluation Form**

EDUCATIONAL/ARTISTIC MERIT	5	4	3	2	1
The proposal identifies an Essential Question that will focus student learning					
Outcomes identify specific knowledge and skills that students will master.					
Activities are appropriate to deepen student's skills and understanding.					
Assessment is designed to determine if outcomes are understood and applied.					
Personnel involved (artists, consultants, teachers) are highly qualified.					
Support materials are high quality, aligned, and appropriate.					

Clarifying Comments or Questions:

Total

PLANNING, IMPLEMENTATION and EVALUATION	5	4	3	2	1
Outcomes reflect the identified needs of learners.					
The project description is clear and complete.					
Learning activities are clearly sequenced.					
Activities are designed to achieve project's identified outcomes.					
Evidence of student learning will be documented and shared.					
Evaluation findings inform ongoing planning and program refinement.					

Clarifying Comments or Questions:

Total

MANAGEMENT	5	4	3	2	1
The budget is complete, clear, and aligns with the narrative.					
Support is broad-based, including public and private sources.					
Roles and responsibilities of collaborating parties are identified and defined.					
Plan for communication with all parties is evident.					

Clarifying Comments or Questions:

Total

COMMUNITY INVOLVEMENT and ACCESS	5	4	3	2	1
Planning includes broad-based participation (teachers, parents, administrators).					
Plan includes appropriate publicity and community involvement.					
Plan includes accommodations for persons with disabilities.					
Plan includes efforts to identify and include underserved populations.					

Clarifying Comments or Questions:

Total

COMMITTEE STAFF REPORT

DATE: Monday, January 24, 2022



RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Electric Scooter and Shared Mobility Program Code Amendment and License Agreement (ACTION ITEM) - Cody Riddle

DESCRIPTION

The City continues to see interest in the deployment of shared mobility devices. Staff previously prepared a draft amendment to the City Code to address the use of E-bikes, E-scooters and similar devices on the streets, sidewalks and pathways in anticipation of the likely increased use. Staff also prepared a draft license agreement for shared mobility providers that would regulate their operations and standards of performance. Both the amendment and agreement were reviewed and recommended for approval by the Transportation Commission in the spring of 2021. Similarly, the Administrative Committee recommended approval of both documents on July 12, 2021. The original proposal was not presented to City Council due to continued discussions with shared mobility providers.

Staff have continued to communicate with service providers interested in the deployment of e-assist devices. The University of Idaho has also been approached, and has indicated general support for accommodating the deployment, including on campus. During discussions with the shared mobility companies, staff shared concerns regarding potential conflicts with pedestrians in the downtown area and proposed reducing the speed limit to as low as six miles per hour (6 MPH) with the providers. The companies voiced concern about the proposed restriction due to safety concerns for riders using the devices on roadways. Staff is now proposing to establish a "dismount" or "no ride" zone for e-assist devices in the downtown area. This would restrict the use of these devices on sidewalks where the potential for conflict is greatest. In other areas of the City, they could be operated on sidewalks as detailed in the draft ordinance.

Staff will present the draft ordinance and agreement, along with potential alternatives to address the safety concerns noted above, and clarified definitions. Staff is seeking the Committee's review and recommendations before proceeding to City Council.

STAFF RECOMMENDATION

Receive report and provide staff with further direction.

PROPOSED ACTIONS

PROPOSED ACTIONS: Receive report and provide staff with further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 2021 Shared Mobility License

2. 2021 Shared Mobility Ordinance
3. Potential Dismount Zone

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

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

INTRODUCTION

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

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

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

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

TERMS AND CONDITIONS

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

- 2.4 COMPANY shall provide materials, videos, signage and other appropriate communication methods to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.
- 2.5 All devices in COMPANY's fleet shall be maintained and demonstrate minimum utilization rate of two (2) rides per day to remain in service. If a device fails to meet the minimum utilization requirement, CITY may require such device to be relocated or removed from COMPANY's fleet. COMPANY shall provide utilization reports to CITY of its fleet on the 1st and 15th day of every month.
- 2.6 All of COMPANY's devices shall be maintained, cleaned and repaired to function in a safe manner in accordance with specific manufacturer and customary industry standards.
- 2.7 All devices shall be safe for operation and each device type may be inspected by the Moscow Police Department prior to operational deployment. Any device deemed unsafe for operation by the Moscow Police Department may be removed from CITY public property.
- 2.8 COMPANY shall remove any device not safe for operation from the public right-of-way within twenty-four (24) hours of notice and such device shall be fully repaired before being returned to service.
- 2.9 COMPANY's devices shall be able to stand upright when parked and shall only be parked in the upright position. COMPANY shall ensure the devices are parked in a legal manner and in a manner to not obstruct the public right of way. COMPANY shall ensure devices are not parked on private property absent permission from the private property owner. City may designate specific parking areas as delineated on the attached map in Attachment C.
- 2.10 COMPANY shall not allow devices to be relocated by remote control and must manage relocation by its local operator/agent.
- 2.11 COMPANY shall exercise its own due diligence in reviewing the safety of CITY's public right of ways to determine its sufficiency for customer use of the COMPANY's devices.
- 2.12 COMPANY's devices shall be available at rates (based on duration of time, distance or combination thereof) that are clearly and understandably communicated to the customer prior to device use.
- 2.13 COMPANY's devices shall not exceed six (6) miles per hour in designated geo-fenced areas as identified in Attachment 'B'.
- 2.14 COMPANY's devices shall not allow users to disengage from the mobile app or park devices in designated geo-fenced areas identified in Attachment 'C'. In addition, COMPANY agrees to geo-fence specific areas (within which operation of the devices would be prohibited) that are requested by CITY during special events and programs to protect the community engaged in the special events or programs. CITY will provide COMPANY forty-eight (48) hours' notice of the special events and programs that require additional geo-fencing which shall include the date, time, duration and a map of the special event device prohibition area.
- 2.15 All devices shall be labeled with a unique identification number, that is clearly visible and readable from a distance of at least thirty (30) feet, which shall be regularly updated with the Moscow Police Department.
- 2.16 Daily Rebalancing of Fleet. COMPANY shall remove all of its deployed devices from the public right-of-way every twenty-four (24) hour period prior to six o'clock (6:00)

A.M. to ensure its fleet is properly rebalanced and deployed. Any failure of COMPANY to remove deployed devices from the public right-of-way in a timely manner may be removed by CITY.

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

identifying number for each device being added to the fleet; and information regarding the make model and year of the device being added.

2.30 COMPANY shall not deploy any additional devices if COMPANY's devices have been impounded and have not been retrieved by COMPANY.

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

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

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

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

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

CITY

City of Moscow
Attn: City Clerk
206 East Third Street
P O Box 9203
Moscow, ID 83843
(208) 883-7015

COMPANY

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

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

9. **Assignment:** It is expressly agreed and understood by the Parties hereto, that COMPANY shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.
10. **Discrimination Prohibited:** In performing the Services appurtenant to a shared mobility program, COMPANY shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any person on the basis of race, color, religion, gender, pregnancy, national origin, ancestry, age, familial status, veteran status, disability, sexual orientation, and/or gender expression/identity, or any other basis prohibited by Federal, State or local law.
11. **Data Collection:**
- At such times and in such forms as CITY may require, there shall be furnished to CITY such statements, records, reports, data and information as CITY may request pertaining to matters covered by this Agreement.
- COMPANY shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographic and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.
12. **Audits and Inspections:** At any time during normal business hours and as often as CITY may deem necessary, there shall be made available to CITY for examination, all of COMPANY's records with respect to all matters covered by this Agreement. COMPANY shall permit CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all data relating to all matters covered by this Agreement.

- 13. Compliance with Laws:** In performing the Scope of Services required hereunder, COMPANY shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
- 14. Public Information:** Pursuant to Idaho Code Section 74-124, *et seq.*, information or documents received from COMPANY may be open to public inspection and copying unless exempt from disclosure. COMPANY shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. CITY will not accept the marking of an entire document as exempt. In addition, CITY will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. COMPANY shall indemnify and defend the CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for COMPANY's failure to designate individual documents as exempt. COMPANY's failure to designate as exempt any document or portion of a document that is released by CITY, shall constitute a complete waiver of any and all claims for damages caused by any such release.
- 15. Changes:** CITY may, from time to time, enact changes in the Shared Mobility Program License Policies and/or City Code pertaining to bicycles, E-bikes, E-scooters and E-boards. Such changes shall be incorporated in written amendments to this Agreement.
- 16. Termination:**

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

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

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

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

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

(COMPANY)

CITY OF MOSCOW, IDAHO

Bill Lambert, Mayor

Dated: _____

Dated: _____

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to form

ACKNOWLEDGMENT

STATE OF IDAHO)
 : ss.
County of _____)

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

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

Notary Public for Idaho
Residing at _____
Commission Expires: _____

ORDINANCE NO. 2021 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 11, CHAPTER 2, RELATING TO WALKWAYS AND BIKE PATHS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS; Title 11, Chapter 2 of Moscow City Code establishes the purpose, definitions, and uses of Moscow Bike Paths and Walkways; and

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

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

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

SECTION 1: That Moscow City Code Title 11, Chapter 2 be amended as follows:

~~WALKWAYS AND BIKE PATHS~~

~~Sec. 2-1: Purpose~~

~~Sec. 2-2: Definitions~~

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

~~Map~~

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

~~Sec. 2-5: Exemptions~~

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

~~Sec. 2-7: Penalties~~

~~Sec. 2-1. — Purpose.~~

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

~~Sec. 2-2. — Definitions.~~

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

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

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

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

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

~~Sec. 2-4. — Restrictions on Use.~~

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

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

~~Sec. 2-5. — Exemptions.~~

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

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

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

~~Sec. 2-7. — Penalties.~~

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

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

Sec. 2-1: Purpose

Sec. 2-2: Definitions

Sec. 2-3: General Standards

Sec. 2-4: Riding on Roadways

Sec. 2-5: Riding on Sidewalks

Sec. 2-6: Riding on Non-Motorized Pathways

Sec. 2-7: Bicycle, E-Bike, E-Scooter, and E-Board Parking

Sec. 2-8: Tampering Prohibited

Sec. 2-9: Abandonment

Sec. 2-10: Shared Mobility Programs

Sec. 2-11: Enforcement Agency

Sec. 2-12: Penalties

Sec. 2-1. Purpose

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

Sec. 2-2. Definitions

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

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

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

Sec 2-3. General Standards.

- A. Every person, regardless of age, who operates a bicycle, E-bike, E-scooter, or E-board upon a roadway, public parking lot, sidewalk, bike path, bike lane or other public vehicular right-of-way in the City of Moscow ("City") shall be granted the same rights and shall be subject to the same responsibilities applicable to a motor vehicle operator by the laws of the State of Idaho, and the provisions of this title not in conflict with and as authorized under title 49 of the Idaho Code.
- B. All operators of bicycles, E-bikes, E-scooters and E-boards are expected to operate the devices in a safe manner as approved by the manufacturer.
- C. Exemptions:
 - 1. Any peace officer as defined in Idaho Code, operating a bicycle, E-bike, E-scooter, or E-board in the course and scope of his/her official duties is exempt from the requirements of this section, if the bicycle, E-bike, E-scooter, or E-board is being operated under any of the following circumstances:
 - a. In response to an emergency call.
 - b. While engaged in rescue operations.
 - c. In the immediate pursuit of an actual or suspected violator of the law.

Sec. 2-4. Riding on Roadways.

- A. No person shall operate a bicycle, E-bike, E-scooter, or E-board on a roadway against the flow of motorized vehicular traffic, except where permitted by official signs or pavement markings.
- B. Every person operating a bicycle, E-bike, E-scooter, or E-board upon a two-way roadway is entitled to use the lane appropriate for the intended destination, including the right-hand lane. The bicycle, E-bike, E-scooter, or E-board rider shall proceed in the same direction of travel as other vehicles authorized to use that lane. On one-way roadways a bicycle, E-bike, E-scooter, or E-board may be operated in any existing lane.
- C. Wherever a bike lane is present upon a roadway, the operator of a bicycle, E-bike, E-scooter, or E-board shall use that lane and shall not use the roadway; except that the operator shall not be required to use or remain in a bike lane:
 - 1. When the lane is of insufficient width to permit safe bicycle, E-bike, E-scooter, or E-board operation; or
 - 2. When the condition of the pavement, or the presence of water, dirt, glass or other foreign objects upon the pavement prevents safe bicycle, E-bike, E-scooter, or E-board operation in the lane; or
 - 3. When moving into position to make a right or left turn; or
 - 4. When an opening car door or other obstruction in an adjacent parking lane requires movement out of the lane.
- D. The operator of a bicycle, E-bike, E-scooter, or E-board traveling at a rate of speed that delays a vehicle or vehicles following in the same lane shall be required, when it is unlawful or unsafe for the following vehicle to pass, to move as far to the right of the traveled roadway, or to the left where the bicycle, E-bike, E-scooter, or E-board is in the left lane of a one-way roadway, as is safe under the conditions then existing; provided, however, that when the operator is

within fifty feet (50') of an intersection, the operator shall not be required to move to the right or left until he/she has moved through the intersection.

- E. No person operating a bicycle, E-bike, E-scooter, or E-board may attach themselves or such bicycle or device to a moving motor vehicle.
- F. Reckless or Inattentive Operation. A person who operates a bicycle, E-bike, E-scooter, or E-board on any public property or private property open to public use in an inattentive, reckless or careless manner, in light of the circumstances then existing, or without due caution and circumspection, or at such speed or in any other manner as to endanger or be likely to endanger any person or property shall be guilty of reckless or inattentive operation, which shall be a misdemeanor.

Sec. 2-5. Riding on Sidewalks.

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

Sec. 2-6. Riding on Non-Motorized Pathways.

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

Sec. 2-7. Bicycle, E-Bike E-Scooter, and E-Board Parking.

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

Sec. 2-8. Tampering Prohibited.

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

Sec. 2-9. Abandonment and Right to Impound.

It shall be unlawful for any person to abandon a bicycle, E-bike, E-scooter, or E-board. The City shall have the right to impound and retain possession of any bicycle, E-bike, E-scooter, or E-board found to have been abandoned and dispose of the property pursuant to Idaho Code 55-403 and pursuant to the City's surplus policy. The City shall have the right to impound any bicycle, E-bike, E-scooter, or E-board that is found to be in violation of the provisions of this Chapter and may retain possession of such bicycle, E-bike, E-scooter or E-board until the provisions of this Chapter are complied with. A fee for impoundment and storage may be charged to the bicycle, E-bike, E-scooter, or E-board owner. The fee shall be set from time to time by resolution of the Council.

Sec. 2-10. Shared Mobility Programs.

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

Sec. 2-11. Enforcement Agency.

The Chief of Police or the Chief's designee shall be granted the authority to enforce and carry out the provisions of this Chapter.

Sec. 2-12. Penalties.

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

SECTION 2: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions which can be given effect without the invalid provision. The remaining sections of Title 11 shall be in full force and effect.

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

SECTION 4: ENFORCEMENT. The adoption of this Ordinance shall not, in any manner, affect any prosecution for violation of any other ordinance committed prior to the effective date of this Ordinance or be construed as a waiver of any license or penalty due under any other ordinance, or in any manner affect the validity of any action heretofore taken by the City of Moscow City Council, or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this Ordinance.

SECTION 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 _____, 2021.

ATTEST:

Laurie M. Hopkins, City Clerk

POTENTIAL DISMOUNT ZONE

