

TRANSPORTATION COMMISSION



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

Regular Meeting
~Agenda~

Cody Riddle
Staff Liaison
208.883.7027

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

Thursday
February 10, 2022

4:00 PM

Council Chambers
206 E. Third Street

WELCOME AND ATTENDANCE

REGULAR AGENDA

1. Approval of January 13, 2022 Minutes (ACTION ITEM)

Presentation of minutes for approval.

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

2. Public Comment

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

3. Sixth Street Bridge Replacement Project – Nate Suhr

The City was recently awarded a grant for the replacement of the Sixth Street Bridge over Paradise Creek near the intersection of Mountain View Road. Staff has prepared a presentation to include conceptual design information and an anticipated construction schedule.

4. Electric Scooter and Shared Mobility Program Code Amendment and License Agreement Update – Cody Riddle

Staff recently presented to City Council 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 likely increased use. Additionally, a draft license agreement was presented for shared mobility providers that would regulate their operations and standards of performance.

5. Commission Training FY2023 Budget (ACTION ITEM) – Cody Riddle

The next fiscal year budget process is underway and the Commission will need to submit their request if they would like to pursue specific training opportunities for FY2023.

PROPOSED ACTION: Discuss the topic and take action as deemed appropriate.

REPORTS

ANNOUNCEMENTS

UPCOMING EVENTS/MEETINGS

The next regularly scheduled Transportation Commission meeting is March 10, 2022.

ADJOURN

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

TRANSPORTATION COMMISSION



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

Regular Meeting ~Minutes~

Cody Riddle
Staff Liaison
208.883.7011

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

**Thursday
January 13, 2022**

4:00 PM

**Council Chambers
206 E. Third Street**

The meeting was called to order at 4:00 PM

MEMBERS PRESENT: Bob Sanders, Chair; Erin Bacon, Randy Baukol, Ben Calabretta, Rebecca Couch, Mary DuPree, Joel Hamilton, Mike McGahan, Scott Sumner
OTHERS: Ben Aiman, Maureen Laflin, Janet Zarate
STAFF: Jennifer Fleischman, Cody Riddle

REGULAR AGENDA

1. Approval of December 9, 2021 Minutes (ACTION ITEM)

Presentation of minutes for approval.

Bacon moved for approval of the minutes as presented, seconded by McGahan. Vote by Acclamation: Ayes: Unanimous (8). Nays: None. Abstentions: DuPree (1). Motion carried.

DuPree arrived after the motion had passed.

2. Public Comment

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

None.

3. Election of Officers (ACTION ITEM)

It is the standard practice for City Commissions to nominate and elect members to serve as Officers during the first meeting of the year.

DuPree nominated Sanders for Chair and Bacon for Vice Chair, and both accepted. Baukol seconded the motion. Vote by Acclamation: Ayes: Unanimous (9). Nays: None. Abstentions: None. Motion carried.

4. Continued Discussion Regarding Inter-City Transit Service (ACTION ITEM) – Cody Riddle

A Transit Survey letter has been approved for distribution as outreach focused on a potential bus service between Moscow and Pullman. Staff will provide an update for the Commission.

Riddle updated the Commission on the status of the Inter-City Transit Service survey letter. The survey will go out to various stakeholders in the community and will gauge interest in a possible intercity transit service. The list of contacts that will receive the survey was reported. The apparent need for dually enrolled university students that require transportation between Moscow and Pullman has declined significantly. This may be due to a lack of intercity transportation means or a decrease of available programming that both universities offer. Enrollment at Washington State University and the University of Idaho was considered in how it effects transportation requests. The University of Idaho's partnership with Uber was discussed.

5. Review of Downtown Streetscape Project (ACTION ITEM) – Cody Riddle

The City recently posted a Request for Qualifications (RFQ) for the Downtown Streetscape Design Project. Staff will provide an overview of the request for the Commission's review.

Riddle reviewed the project as described above, and said the Statement of Qualification's are due February 4th. The project would include upgrading utilities and sidewalks downtown, as well as adding pedestrian amenities. The RFQ is for design services, not construction bids. The Moscow Arts Commission and Tree Commission would be involved during the design planning phase of the project.

6. Discussion Regarding Commission's 2022 Goals and Focus Areas (ACTION ITEM) – Cody Riddle

Staff is seeking input on Commission priorities for the upcoming calendar year.

Riddle requested input from the Commissioners on specific areas that they would like to engage in throughout the year. The last time Commission Goals were established was around 2019. The Multi-Modal Transportation Plan (MMTP) can be used to address priorities or projects. There was some discussion about the possibility of reviewing the MMTP. The Climate Action Plan is currently being drafted and will be released late winter/early spring.

Updating the Streets Code was discussed as a possible goal, especially in regards to one-way streets. The Resilient Cities Network was asked about. There was some more conversation regarding what kind of goals or workplan to set, as well as opportunities to collaborate with other Commissions. The Transportation Commission does not have a specific budget to fund projects through. Intercity transportation discussion will continue to be pursued as a focus area for 2022. The Commission talked about the possibility of advocating for alternative transportation methods as well as how the pandemic impacted trends regarding personal vehicles. Silver level award from the League of American Bicyclists was mentioned and how biking and walking could be encouraged. Old county roads converted to city streets was discussed and how that impacts the walkability of Moscow. Staff will compile the suggestions and responses and send out a list to the Commissioners ahead of the next meeting for review.

REPORTS

Zarate gave a brief update for ITD: consultants have been selected for both the Highway 8 and the Highway 95 planning projects. The Highway 95 realignment project is on schedule, though some of the Right of Way has not been finalized. The pre-construction meeting is tentatively scheduled for the first week of March.

ANNOUNCEMENTS

The winter Walk to School Day is Wednesday, February 2nd, 2022.

UPCOMING EVENTS / MEETINGS

The next regularly scheduled Transportation Commission meeting is February 10, 2022.

The meeting adjourned at 4:43 PM

Robert Sanders, Chair



ECONOMIC DEVELOPMENT ADMINISTRATION
COMMERCE NEWS
UNITED STATES DEPARTMENT OF COMMERCE — WASHINGTON, D.C. 20230

FOR IMMEDIATE RELEASE
Thursday, January 13, 2022

Contact: John Atwood
JAtwood@eda.gov

**U.S. Department of Commerce Invests \$955,000 to Improve
Transportation Infrastructure in Moscow, Idaho**

WASHINGTON – Today, the U.S. Department of Commerce’s Economic Development Administration (EDA) is awarding a \$955,000 grant to the city of Moscow, Idaho.

This investment will provide for the construction of a new bridge on Paradise Creek, to support local businesses in the medical and agricultural sectors of the economy. The 24-foot, single-span bridge will replace a structure damaged by flooding in 2019. This EDA grant, to be matched with \$515,000 in local investment, is expected to retain 66 jobs.

“The Economic Development Administration plays an important role in helping communities build back better from natural disasters and implement their plans to provide the resources that businesses need to be successful,” **said Assistant Secretary of Commerce for Economic Development Alejandra Y. Castillo**. “This EDA investment will help build necessary transportation infrastructure needed to serve Moscow’s residents and business community and accommodate the city’s future growth.”

“Idaho is committed to improving transportation infrastructure to keep Idahoans safe and facilitate commerce,” **said Governor Brad Little**. “The new bridge will provide a safe east-west connection for the city, filling a gap in the transportation system that had been taken away by flooding.”

“The infrastructure investment in a new bridge over Paradise Creek will help many sectors of Moscow’s local economy continue to grow and thrive,” **said Senator Mike Crapo**. “EDA grants have provided a wide array of benefits across our state as they further the productive focus on growth and development in rural areas.”

This project is funded by the Additional Supplemental Appropriations for Disaster Relief Act of 2019 ([Pub. L. 116-20](#)), which provided EDA with \$600 million in additional Economic Adjustment Assistance (EAA) Program funds for disaster relief and recovery for areas affected by Hurricanes Florence, Michael, and Lane, Typhoons Yutu and Mangkhut, wildfires, volcanic eruptions, and other major natural disasters occurring in calendar year 2018, and tornadoes and floods occurring in calendar year 2019, under the [Robert T. Stafford Act](#). Please visit EDA’s [Disaster Supplemental webpage](#) for more information.

ORDINANCE NO. 2022 -

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 FOR THE REGULATION OF ELECTRIC POWER-ASSISTED BICYCLES, SCOOTERS, AND BOARDS; PROVIDING FOR THE REGULATION OF SHARED MOBILITY PROGRAMS; 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 Electric Power-Assisted Bicycles (E-bikes), Scooters (E-scooters), and Boards (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: All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following sections of this Ordinance.

SECTION 2: 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, that is designed to be operated from a seated position, 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 from a seated position, 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. Exemption: 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 chapter.

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 motorized 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.
- D. E-bikes, E-scooters, and E-boards are prohibited from operating on sidewalks within the downtown area, which is delineated on the "Dismount Zone" map as adopted by City Council by resolution, effective June 1, 2022. Copies of this map are available for viewing at the office of the City Clerk. The Council may, from time to time, adopt revisions of the Dismount Zone map by resolution.

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, has written permission from the City, or has written permission from the owner of the property if the restricted bike path or pedestrian walkway is on property not owned by the City. Emergency police, fire, and EMS vehicles are exempted from restrictions in this Chapter. 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 license 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 3: 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 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: 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 6: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Anne Zabala	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

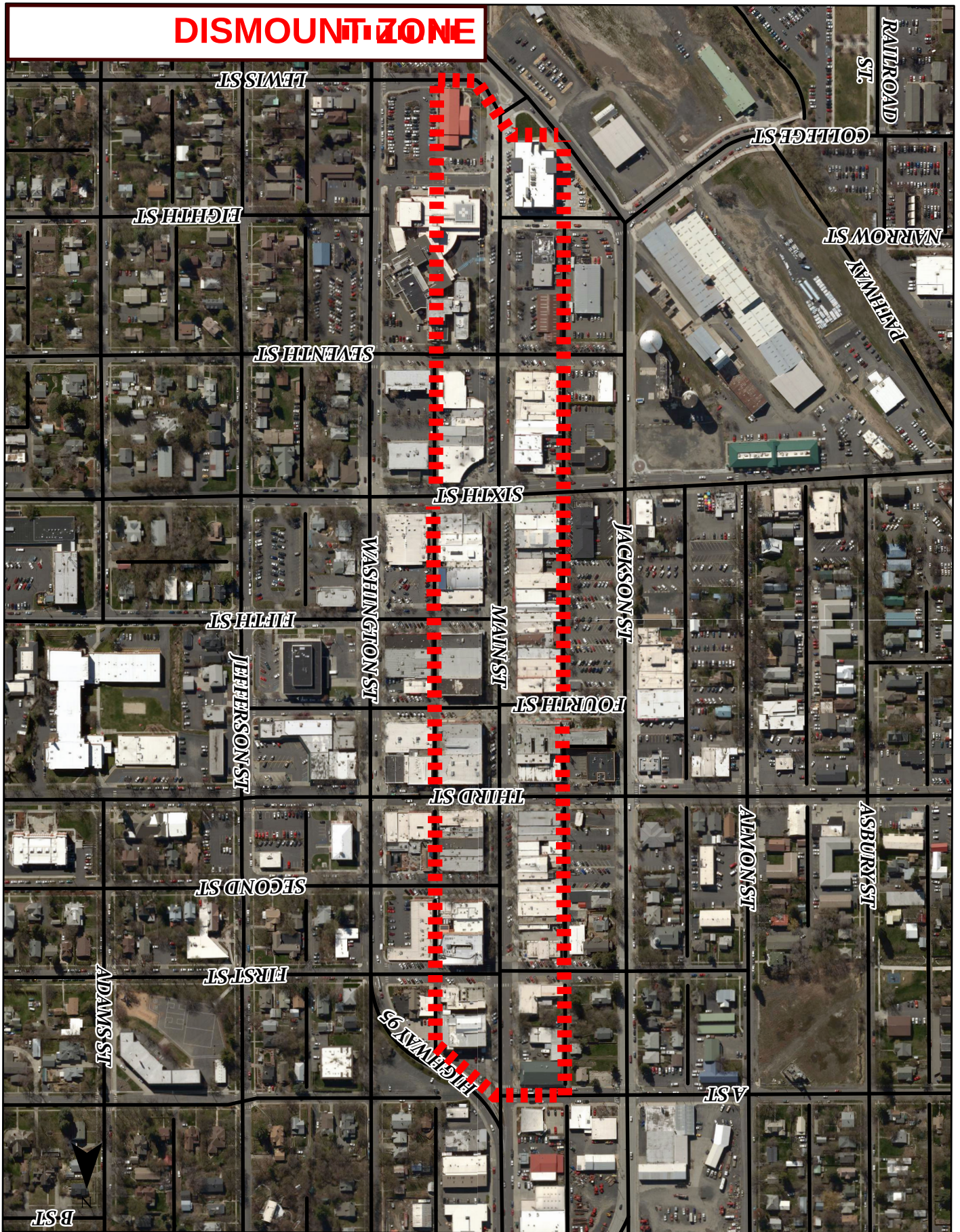
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this _____ day of February, 2022.

Art Bettge, Mayor

CERTIFICATION and ATTESTATION. 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 _____, 2022.

Laurie M. Hopkins, City Clerk

DISMOUNT ZONE



DISMOUNT ZONE

Effective June 1, 2022

**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: _____