



Public Works / Finance Committee

Regular Meeting

Laurie M. Hopkins

~Agenda~

City Clerk

www.ci.moscow.id.us

208.883.7015

Monday

Council Chambers

4:00 PM

July 23, 2018

206 E. Third St.

Action Items

1. Approval Of Public Works/Finance Committee June 11, 2018 Minutes – Laurie M. Hopkins

Documents:

[MINUTES OF PWF 6-11-2018.PDF](#)

2. Approval Of Public Works/Finance Committee July 9, 2018 Minutes – Laurie M. Hopkins

Documents:

[MINUTES OF PWF 7-9-2018.PDF](#)

3. FY2019 Proposed Fee Resolution – Jen Pfiffner

Any fee increase being proposed by more than 5% or any new fees require a public hearing pursuant to Idaho Code 63-1311A. Additionally, pursuant to Idaho Code 63-1311, the City's fees collected shall be reasonable related to, but not exceed, the actual cost of the service provided. Staff will discuss proposed fee increases for the FY2019 budget year. The fee increases are due to the additional costs associated with the delivery of services including administration, operations and maintenance.

PROPOSED ACTIONS: Review the resolution and forward to the full Council for a public hearing to take place August 6, or provide staff further direction.

Documents:

[FY2019 PROPOSED FEE RESOLUTION.PDF](#)

4. Trindera Engineering Master Agreement For Professional Services - Tyler Palmer

The Public Works Department wishes to retain the firm of Trindera Engineering, Inc., of Coeur d'Alene, Idaho from our consultant roster so that

future design services for which the firm is selected may be contracted through a Task Order Agreement. The attached Master Services Agreement will allow the City to retain Trindera for ongoing and upcoming design work.

PROPOSED ACTIONS: Recommend Council approval of the Master Services Agreement for professional services by Trindera Engineering, Inc., or provide staff further direction.

Documents:

[TRINDERA ENGINEERING MASTER AGREEMENT FOR PROFESSIONAL SERVICES.PDF](#)

5. Spin Dockless Bike Share Program - Les MacDonald

Over the last several years the University of Idaho and the City of Moscow have considered the possibility of implementing a Bike Share Program within the City. During that time, the industry has expanded to include both standard docked bike share systems as well as the newer dockless bike share systems. The University has taken the lead on discussing the implementation of a dockless system on campus and is interested in having the City of Moscow participate in the program so as to provide the greatest opportunity for a successful system. The University has entered into a Memorandum of Understanding with Spin Bikes to launch a dockless system on the campus with the beginning of the 2018/2019 school year. The Committee received a briefing on the Bike Share Programs and the U of I Program at the July 9, 2018 meeting and provided Staff direction to further explore a possible citywide program and the development of a Memorandum of Understanding (MOU) Agreement for that purpose. The attached memo includes details on the issues addressed by the attached Draft MOU.

PROPOSED ACTIONS: Discuss the potential for implementing an citywide Dockless Bike Share Program, review the Draft Memorandum of Understanding, and convey the information to the City Council for consideration, or provide staff further direction.

Documents:

[SPIN DOCKLESS BIKE SHARE PROGRAM.PDF](#)

Reports

1. Third Street Pedestrian Bridge Schedule - Les MacDonald

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



Public Works/Finance Committee

Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
June 11, 2018

4:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 4:00 PM. Bonzo said Item 3 would be moved to the end of the agenda due to public notice of the item said 4:30 p.m.

PRESENT: Kathryn Bonzo Chair, Brandy Sullivan Councilmember, Gina Taruscio Councilmember

ABSENT: Jim Boland Councilmember (Excused)

OTHERS: Mayor Bill Lambert, Councilmember Art Bettge

STAFF: Jen Pfiffner, Mike Ray, Leah Carlson, Dwight Curtis, Bill Belknap, Sarah Banks, David Schott, Mia Vowels

1. Approval of Public Works/Finance Committee May 29, 2018 Minutes – Laurie M. Hopkins

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Kathryn Bonzo, Brandy Sullivan, Gina Taruscio
EXCUSED:	Jim Boland

2. Disbursement Report for May 2018 – Sarah Banks

Staff will present the Accounts Payable Report for the month ending May 2018. This was reviewed and recommended for approval by the Public Works/Finance Committee on June 11, 2018.

ACTION: Sign the Disbursements Report for the month of May 2018.

Banks went through the disbursements and highlighted the larger expenses. Having no questions, the Committee recommended approval, signed the report and that asked it be placed on the Council consent agenda.

This was heard as item 3.

4. 708 and 714 S. Jefferson Line Adjustment Request – Bill Belknap

The owners of 708 and 714 S. Jefferson Street are requesting a lot line adjustment between the two parcels to shift the common lot line between the two properties 15 feet to the south. 708 S. Jefferson is currently 5,000 square feet in size with a lot width of 40 feet and depth of 125 feet. 714 S. Jefferson is currently 9,375 square feet in size with a lot width of 75 feet and depth of 125 feet. Both properties are located within the Multiple Family Residential (R4) Zoning District which has a minimum lot are of 5,000 square feet and minimum lot width of 50 feet for single family, two family and multiple family residential uses. After the proposed lot line adjustment, 708 S. Jefferson would have a lot are of 6,875 and width of 55 feet, and 714 S. Jefferson would have a lot area of 7,500 square feet and lot width of 60 feet and would therefore comply with all current lot and setback requirements. This matter was received by the Public Works Finance Committee on June 11th and was recommended for approval with no conditions.

PROPOSED ACTIONS: Recommend approval of the proposed lot line adjustment request; or recommend denial of the proposed lot line adjustment request; or provide staff further direction.

Minutes Acceptance: Minutes of Jun 11, 2018 4:00 PM (Regular Items)

Belknap introduced the item as described in the above paragraph. Having no questions, the Committee recommended approval and that it be placed on the Council consent agenda.

RESULT:	RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]
AYES:	Kathryn Bonzo, Brandy Sullivan, Gina Taruscio
EXCUSED:	Jim Boland

This was heard as item 4.

5. 1912 Center Roofing System Replacement - Change Order No. 1 - David Schott

The Parks and Recreation Department is requesting approval of Change Order No. 1 for the 1912 Center Roofing System Replacement Project. The Change Order No. 1 request is to replace the five (5) existing skylights with five (5) new Kalwall skylights in the amount of \$53,000. Heart of the Arts, Inc. (HAI) has pledged to fund Alternate #2 (\$53,000) after receiving a gift of \$53,000 that is a restricted donation for the replacement of the skylights. The existing wire glass skylights have deteriorated to a point they are leaking rain water into the building. If Change Order No. 1 is approved, the contract amount of \$189,732 will be increased to \$242,732. In addition, the contract completion time will be increased by fifteen (15) calendar days. The revised date of Substantial Completion will be August 21, 2018 rather than August 6, 2018. The Public Works / Finance Committee considered and recommended approval of Change Order No. 1 for the 1912 Center roof on June 11, 2018.

PROPOSED ACTIONS: Recommend approval of Change Order No. 1 in the amount of \$53,000 for the replacement of the existing skylights on the 1912 Center roof, or provide staff further direction.

Schott introduced the item as described in the above paragraph. The Committee commended Jenny Kostroff in finding a donor. Having no questions, the Committee recommended approval and that it be placed on the Council consent agenda.

RESULT:	RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]
AYES:	Kathryn Bonzo, Brandy Sullivan, Gina Taruscio
EXCUSED:	Jim Boland

This was heard as item 5.

6. Itani Park Playground Equipment Selection - David Schott

The Parks and Recreation Department is requesting authorization to purchase playground equipment and safety tiles from Buell Recreation at a cost of \$67,000 to be installed in Itani Park. A Request for Proposals (RFP) was issued on May 3, 2018 to twenty (20) playground suppliers. Nine (9) proposals were received. Public voting on the proposals occurred May 14th to May 21st. Buell Recreation with Burke playground equipment received 146 of the 333 total votes. The Parks and Recreation Commission is recommending Buell Recreation to provide the playground equipment and tile safety surfacing for Itani Park. The Public Works/Finance Committee considered and recommended approval to purchase playground equipment for Itani Park in the amount of \$67,000 from Buell Recreation on June 11, 2018.

PROPOSED ACTIONS: Recommend approval to purchase playground equipment for Itani Park in the amount of \$67,000 from Buell Recreation with funding source from the Hamilton Fund; or provide staff with further direction.

Schott introduced the item as described in the above paragraph and provided photos of the playground equipment and separation of structure to swings. The playground will include an inclusive swing. The Committee recommended approval and that it be placed on the Council consent agenda.

The Committee called a 15 minute recess and reconvened at 4:30 p.m.

This was heard as item 6.

3. 109 N Almon St Lot Division - Michael Ray

Garrett Thompson is requesting a lot division of a 1.89 acre parcel of land located at 109 N Almon Street. The applicant proposed to establish two parcels of 13,033 sf and 1.59 acres from the original 1.89 acre parcel. The subject property is currently located within the Multiple Family Residential (R-4) Zoning District which has a minimum lot size of 5,000 sf and a minimum lot width of 50 feet. The two proposed parcels will meet all minimum lot requirements for the R-4 Zone. The proposed 13,033 sf parcel currently contains a brick building that was formerly used as the Dumas Seed powerhouse building and is proposed to be remain. The existing powerhouse building will meet all setback requirements of the R-4 Zone, with the exception of the front setback which is currently legal nonconforming. In accordance with City of Moscow requirements, property owners within 600 ft of the property have been notified of the proposed division and the site had been posted seven (7) days prior to the meeting date. This was reviewed and recommended for approval by the Public Works/Finance Committee on June 11, 2018.

PROPOSED ACTIONS: Recommend approval of the lot division request; or recommend approval of the lot division request with conditions; or deny the lot division request; or provide staff further direction.

Ray introduced the item going over the zoning of the neighborhood and requirements for the R-4 zone. The front setback of the powerhouse is legal non-conforming. If the building were to come down, the setback requirements would then be required for construction of a new building. Ray advised the Committee the applicant has submitted a rezone application and that will go before P&Z and City Council in the near future.

Victoria Seever, 121 Lilly Moscow, feels the brick powerhouse building is worth saving because of the historic value to Moscow. She is in favor of dividing the property.

Rusty Olps, 931 Harold St Moscow, owns the 5-plex north of the property and is in favor of development of this property.

The Committee fully supports development of this property. The Committee recommended approval and asked that it be placed on the Council consent agenda.

Adjourn

The meeting was closed at 4:37 PM



Public Works/Finance Committee

Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
July 9, 2018

4:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 4:00 PM

PRESENT: Kathryn Bonzo Chair, Jim Boland Councilmember, Brandy Sullivan Councilmember

OTHERS: Mayor Bill Lambert

STAFF: Gary J. Riedner, Les MacDonald, Bill Belknap, Sarah Banks, David Schott, Dwight Curtis, Mia Vowels, Kevin Lilly, Laurie M. Hopkins

1. Disbursement Report for June 2018 - Gary J. Riedner

Presentation of the Accounts Payable Report for the month ending June 2018. This was reviewed, signed and recommended for approval by the Public Works/Finance Committee on July 9, 2018.

ACTION: Approve and sign the Disbursements Report for the month of June 2018.

Banks introduced the item going over the major expenditures including payroll, sewer repair, slurry seal, White Ave water main replacement, and Whitcom payment. The Committee recommended approval, signed the report and asked that it be placed on the Council consent agenda.

RESULT:	RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

2. Third Quarter Financial Report (April 1, 2018 to June 30, 2018) for FY2018 - Gary J. Riedner

Presentation of the financial report for the third quarter of FY2018 (April 1, 2018 to June 30, 2018). This was reviewed and recommended for approval by the Public Works/Finance Committee on July 11, 2018.

PROPOSED ACTIONS: Approve the report or provide staff further direction.

Banks introduced the item saying the budget should be close to 75% in expenditures. Capital outlay in water in sewer are much lower because project season is just beginning. Revenues in P&R are low because most are from the pool. Within fire, expenditures are higher due to the fire truck purchase. The Committee recommended approval and that it be placed on the Council consent agenda.

RESULT:	RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

3. Moscow School District Community Playfields Pathway Project - David Schott

Staff is requesting authorization to retain McCall's Classic Construction, Inc. for the Moscow School District Community Playfields Pathway Project in the amount of \$23,326.50 with a ten percent contingency of \$2,332.65 for a total amount not to exceed \$25,659.15. On June 7, 2018, the City issued a solicitation of bids for the Moscow School District Community Playfields Pathway Project to four concrete contractors with one (1) bid proposal received with a base bid of \$22,896.50 and alternate #1 (relocating irrigation system lateral) of \$430 for a total bid amount of \$23,326.50. The project includes the installation of an eight (8) foot concrete pathway from the northwest corner of the

Minutes Acceptance: Minutes of Jul 9, 2018 4:00 PM (Regular Items)

existing parking lot to Field 4 to the north. The origin of the project was a request from the public to provide ADA compliant access to Field 4. The FY2018 budget for the project is \$32,000 for an American with Disabilities Act (ADA) compliant pathway to Field 4. The expense, \$25,659.15, will be expensed from 121-185-30-658-20, R & M Grounds - Moscow School District Community Playfields. The Public Works / Finance Committee reviewed and recommended approval to retain McCall's Classic Construction for the Moscow School District Community Playfields Pathway Project on July 9, 2018.

PROPOSED ACTIONS: Recommend Council authorization to retain McCall's Classic Construction, Inc. for the Moscow School District Community Playfields Pathway Project in the amount of \$23,326.50 with a ten percent contingency of \$2,332.65 for a total amount not to exceed \$25,659.15; or provide staff further direction.

Schott introduced the item with an introduction of the project to provide ADA access to Field 4 at the MSD playfields. One bid proposal was received and construction is scheduled for August 1 through August 10. PVC will be installed under the pathways for drainage. The Committee recommended approval and that it be placed on the Council consent agenda.

RESULT:	RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

4. Great West Engineering Master Agreement for Professional Services - Les MacDonald

Public Works wishes to add the firm of Great West Engineering, Inc. of Helena, MT to our consultant roster so that any future design work for which the firm is selected may be contracted through a Task Order Agreement. The attached Master Agreement has been created for this purpose. This item was reviewed and recommended for approval by the Public Works/Finance Committee on July 9, 2018.

PROPOSED ACTIONS: Recommend approval of the draft Master Services Agreement for professional services by Great West Engineering, Inc., or provide staff further direction.

Lilly introduced the item as written above adding these types of agreements have a two year lifespan. The Committee recommended approval and that it be placed on the Council consent agenda.

RESULT:	RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

5. Bid Award 5339 Grant Shelters - 2018 - Nate Suhr

The City published an advertisement for bids on June 16, 2018 for the 5339 Grant Shelters - 2018 Project. The base bid for the project provides for the assembly and installation of six (6) owner furnished, pre-manufactured shelters: Three (3) 5' x 10' bus shelters, two (2) 5' x 14' bus shelters, and one (1) 12' x 18' bicycle shelter at City Hall. It will also includes the installation of trash receptacles, two-tiered bicycle racks, a bicycle repair station, and one (1) owner furnished, pre-manufactured bench. This project also includes reinforced concrete support slabs, retaining walls, adjoining sidewalks, and some necessary electrical work. The Engineer's estimate for the project was \$98,502.32

Bid opening for the project took place on July 3rd, 2018, at which three responsive bids were received. Of the responsive bids received, numbers ranged from \$98,624.82 to \$142,893.82. McCall's Classic Construction was the low bidder on the project with a bid of \$98,624.82. See attached bid tabulation.

On December 18, 2017, the City Council approved the Grant Project Funding Agreement for the ITD 5339 Bike and Bus Shelter grant in the amount of \$141,000, including \$114,800 of federal funds and

\$26,200 in local match. These funds will be appropriated in the August 2018 open budget process, along with the appropriation for expending the funds. This item was presented to the Public Works/Finance Committee on July 9, 2018 and recommended for approval.

PROPOSED ACTIONS: Recommend City Council accept the low bid from McCall's Classic Construction, award the contract in the amount of \$98,624.82, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount; or provide staff further direction.

This was heard as item 6.

Suhr introduced the item as written above. The largest shelter will be outside City Hall and will include the repair station. The two tier bike rack can hold up to 12 bikes. The Committee recommended approval and that it be placed on the Council regular agenda.

RESULT:	RECOMMENDED TO COUNCIL REGULAR [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

6. Keller Associates Master Agreement for Professional Services - Les MacDonald

The Public Works Department wishes to retain the firm of Keller Associates, Inc. of Meridian, Idaho from our consultant roster so that future design services for which the firm is selected may be contracted through a Task Order Agreement. Keller's original Master Agreement was executed on June 27, 2016 and has recently expired. The attached second Master Agreement will allow the City to continue to retain Keller for ongoing and upcoming design services. This item was reviewed and recommended for approval by the Public Works/Finance Committee on July 9, 2018.

PROPOSED ACTIONS: Recommend approval of the draft Master Services Agreement for professional services by Keller Associates, Inc., or provide staff further direction.

This item was heard as item 5

Lilly explained Keller and Associates has been on the consultant roster but their contract has recently expired. The Legal Department also updated some of the information in the contract. The Committee recommended approval and that it be placed on the Council consent agenda.

RESULT:	RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

7. Itani Park Professional Engineering Services Agreement - David Schott

The Parks and Recreation Department is requesting authorization to retain Hodge and Associates for design services to incorporate an accessible route through Itani Park and an estimate of construction costs for the Itani Park Pathway Project at a cost of \$4,250. The funding source is the Hamilton Fund, and was approved through the FY2018 budget. The budgetary line item for expenses will be Capital Projects 350-165-30-770-76. Per City Council Resolution 2017-07, individual projects are required to be authorized through the annual budget process. The purchase of playground equipment and rubber safety tiles was approved by City Council on June 18, 2018. The next step in the project is to construct a pad for the playground equipment and an accessible path to the playground equipment. Due to the topography and the drainage of the park, professional engineering services are required for the pathway design to meet the Americans with Disabilities Act (ADA) and ensure proper drainage. The Public Works / Finance Committee reviewed and recommended approval to retain Hodge and Associates for design services for the Itani Park Pathway Project on July 9, 2018.

PROPOSED ACTIONS: Recommend authorization to retain Hodge and Associates for design services to incorporate an accessible route through Itani Park and an estimate of construction costs for the Itani Park Pathway Project at a cost of \$4,250 with funding source from the Hamilton Fund or provide staff further direction.

Schott introduced the item as written above and showed pictures of the area. The Committee recommended approval and that it be placed on the Council consent agenda.

RESULT:	RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

Reports

Third and Adams Streets Raised Crosswalk - Les MacDonald

MacDonald said this project is separated from the other Third Street corridor upgrades as there will be some street closures and could be a timing issue with the start of school. The bid is under the \$50,000 so can obtain quotes, not a formal bidding process which can speed up the construction. He showed the updated Alta recommendation which was supported by the subcommittee as well as City Council. After design, the construction drawing is a bit different. ADA accessible ramps will be included. Due to the slope of the street, the vertical rise of the ramp has different sizes on the east and west sides of the crosswalk. East edge of curb bulb extends and Engineering felt it needed to continue through the parking lot driveway to the bus shelter to blend in vertically with what is there. Bus shelter will be turned around to face north towards the bus and away from the weather. There will be open lawn on both sides of the bus shelter and the ADA access will be reworked into the new location. McCalls Classic Construction seems to be the most interested with the time for construction. Bonzo pointed out from a bus perspective leaving the parking lot and turning right, busses will drop down to street level and immediately go up on the raised crosswalk. She wondered if it would help to move the crosswalk a bit more to the east. MacDonald said that is worth considering but doesn't think much would be gained. The sidewalk was placed in order to line up with existing sidewalk on the north side. The Committee concurred staff should proceed.

Spin Dockless Bike Share Program - Les MacDonald

MacDonald said they have discussed bike sharing for a few years. Bike shares are becoming very popular around the country. Bike options include bikes, electric bikes and scooters. The majority of programs have smart phone/computer applications. The two systems are a dock based system and dockless system. Docked bike share systems start at a station and end at a station. The station is a series of bike racks and when a rider signs up and pays, it unlocks the bike. If the bike is not taken back to the dock, an extra fee is charged. A dockless system does not have a station but has a defined geofenced area. The geofenced area is defined by the entity. Bikes can be rode out of the area but the end of ride must be back in the geofenced area. The control pad is around the back tire. Riders download an app, scan the pad, use the bike and leave it. This option would need a discussion on how to manage.

The University of Idaho (UI) has already signed a Memorandum of Understanding (MOU) with Spin Bikes for a bike share on campus to begin this fall. It includes 100 bikes and includes a plan to add scooters Spring 2019. This will give the City time to research how to deal with the scooters. Currently, the campus boundaries will be geofenced. Riders can ride downtown but will not be able to terminate their ride downtown.

At this point, there are many questions on how to use, where bikes will end up, etc. If the Committee thinks the full Council will show interest, staff will put together a draft MOU to move forward.

Becky Couch, U of I parking services, said the UI has discussed bike sharing with city for about for 2 years and worked with staff, council members and other community members. Discussions have always

been a community wide system. The end goal for the UI is that a student doesn't have to bring a car to get somewhere and this is the first step towards that effort. However, it would not ideal for an off campus student unless it was a community wide system. The bikes are scheduled to be here by August 15. Students with a uidaho.edu email will be charged \$0.50 for a 30 minute ride. All other users are charged one dollar for a 30 minute ride. The UI can subsidize the first month as a promotion. Maintenance, retrieval, exchange is taken care of by Spin Bikes. They may hire their own team or work with the local bike shops. They encourage helmets but do not require and each app can be unique to the community. There is a minimum age of 16 to have an account and would have to have a credit card. Spin Bikes shares the data where people are riding which could help with where infrastructure would need to be updated.

The Committee directed staff to proceed with drafting an MOU with Spin Bikes and bring it to the full Council at the first meeting in August. This will allow some details to be worked out by staff and the Transportation Commission at their meeting next week.

Adjourn

The meeting was closed at 5:15 PM

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/23/2018**Title:** FY2019 Proposed Fee Resolution**Responsible Staff:** Jen Pfiffner

Information

Any fee increase being proposed by more than 5% or any new fees require a public hearing pursuant to Idaho Code 63-1311A. Additionally, pursuant to Idaho Code 63-1311, the City's fees collected shall be reasonable related to, but not exceed, the actual cost of the service provided.

Proposal to adopt increases for land use and development fees, permit fees including building, electrical, mechanical and plumbing; proposal to adopt a new grading permit security deposit. Rate increase for residential, business, and commercial containers; rate increase for recycling, dumpster, and mechanical containers; increase in solid waste processing facility fees and solid waste residential return service. Utility rate increases are being adjusted for water and sewer fees to capture the cost to deliver services and finance capital improvements. Parks and Recreation program fees adjusted based on program changes, and increases in swimming pool admission and rental fees. Streets security deposit rate schedule adjusted for right of way excavation. Other miscellaneous fee changes are included in fiber optic service license fees. Some fees being considered may be new or will increase by 5% or more.

The fee increases are due to the additional costs associated with the delivery of services including administration, operations and maintenance.

STAFF RECOMMENDATION: Review the resolution and forward to the full Council for a public hearing to take place August 6.

PROPOSED ACTIONS: Review the resolution and forward to the full Council for a public hearing to take place August 6, or provide staff further direction.

Necessary Resources/Impacts:

N/A

Attachments

Res2018- FY2019 Fee Resolution DRAFT

RESOLUTION NO. 2018 –

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING FOR THE EFFECTIVE DATE OF ALL FEES.

WHEREAS, Pursuant to Idaho Code Sections 63-1311 and 63-1311A regarding City fees for services and fee increases; and

WHEREAS, City Council deems it advisable to adopt existing fees set by earlier ordinances and resolutions in one general fee resolution; and

WHEREAS, Council has determined that the revised fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow as follows:

1. That the fees set forth in Exhibit “A” attached hereto and made a part hereof, be in force and effect in all matters relating to fees from and after the 1st day of October 2018.
2. That this Resolution replaces Resolution 2017-15.
3. That any Resolution or provision thereof which is inconsistent with this Resolution is hereby repealed.

ADOPTED by the Council and APPROVED by the Mayor this ____ day of _____, 2018.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : FY2019 Proposed Fee Resolution)

**CITY OF MOSCOW
FEE SCHEDULE - AMENDED**

RESOLUTION NO. 2018 -

EXHIBIT "A"

EFFECTIVE 10-01-2018

SUBJECT	FEE
LAND USE AND DEVELOPMENT FEES	
A. Conditional and Special Use Permits	\$410.00 <u>475.00</u>
B. Variance	395.00 <u>475.00</u>
C. Zoning or Comprehensive Plan Amendments	770.00 <u>850.00</u>
D. Annexation Request (includes Comprehensive Plan and Zoning Review)	880.00 <u>940.00</u>
E. Planned Unit Developments and Design Reviews	
1. Preliminary or Major Amendment	495.00 <u>540.00</u>
2. Final PUD: Community Development Department Engineering Department	230.00 <u>260.00</u> 260.00 plus 26.00 per lot
3. Minor Amendment or Design Review (where required)	175.00 <u>210.00</u>
F. Subdivision Plat	
1. Preliminary Plat	775.00 <u>850.00</u>
2. Final plat: Community Development Department Engineering Department	185.00 <u>195.00</u> 260.00 plus 26.00 per lot
G. Lot Division Request: Community Development Department Engineering Department	200.00 <u>220.00</u> 125.00 plus 15.00 per lot
H. Lot Line Adjustment Request: Community Development Department Engineering Department	75.00 <u>85.00</u> 125.00 plus 15.00 per lot
I. Multi Family or Commercial Site Plan Review or Parking Lot Development or Modification Review: Community Development Department (applicable only when there is no related building permit) Engineering Department (two [2] submittals)	82.00 <u>110.00</u> 80.00 plus 5.00 per parking space
J. Fence Permit (fences over six feet in height may require a structural building permit)	28.50 <u>29.50</u>
K. Accessory Structure Permit (One-story detached residential accessory building used as tool and storage sheds with a floor area less than 200 sq. ft. and where no building permit is required)	28.50 <u>29.50</u>
L. Floodplain Development Permit	68.00 <u>70.00</u>

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : FY2019 Proposed Fee Resolution)

M.	Sign Permits (Additional electrical permit required for electrical signs)	
1.	Permanent Signs	68.00 70.00
2.	Portable Signs	28.50 29.50
3.	Temporary Signs	15.00 16.00
N.	Mobile Home Park Fees	
1.	Plan Review of Mobile Home Parks	495.00 510.00
2.	Final Plan Review of Mobile Home Parks	230.00 240.00
3.	Construction Permits (to be issued by the Administrative Authority upon approval of all final plans by the City Council to start construction)	455.00 475.00 plus per lot fee of 5.75 6.00
4.	Park Operator's Permit (to be issued by the Administrative Authority upon completion of development and satisfactory final inspection)	22.00 23.00
5.	Space Occupancy Permit (to be issued to mobile home park owners to allow occupancy upon completion of development and satisfactory final inspection)	10.50 11.50
O.	Recreational Vehicle Parks	
1.	Preliminary Plan Review Fee	400.00 420.00
2.	Final Plan Review Fee	230.00 240.00
P.	Telecommunications Zoning Review	230.00 240.00
Q.	Appeals (For an appeal of any decision of City board and/or commission, Zoning Administrator determination, or Building Official Determination)	230.00 240.00
GRADING PERMIT FEES		
A.	Grading Plan Review Fees	
1.	50 cubic yards or less	No Fee
2.	51 to 100 cubic yards	29.40
3.	101 to 1,000 cubic yards	43.00
4.	1,001 to 10,000 cubic yards	58.00
5.	10,001 to 100,000 cubic yards	58.00 for 1 st 10,000 cubic yards plus 29.00 for each additional 10,000 cubic yards or fraction thereof
6.	100,001 cubic yards to 200,000 cubic yards	320.00 for 1 st 100,000 cubic yards plus 16.25 for each additional 10,000 cubic yards or fraction thereof
7.	200,001 cubic yards or more	483.50 for 1 st 200,000 cubic yards plus 8.65 for each additional 10,000 cubic yards or fraction thereof

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : FY2019 Proposed Fee Resolution)

B. Grading Permit Fees	
1. Permit Issuance Fee	25.25 26.5
2. 50 cubic yards or less	29.5
3. 51 to 100 cubic yards	43.0
4. 101 to 1,000 cubic yards	43.00 for 1 st 100 cubic yards plus 20.50 for each additional 100 cubic yards or fraction thereof
5. 1,001 to 10,000 cubic yards	228 for 1 st 1,000 cubic yards plus 17.25 for each additional 1,000 cubic yards or fraction thereof
6. 10,001 to 100,000 cubic yards	383.00 for 1 st 10,000 cubic yards plus 78.25 for each additional 10,000 cubic yards or fraction thereof
7. 100,001 cubic yards or more	1,088.00 for 1 st 100,000 cubic yards plus 43.00 for each additional 10,000 cubic yards or fraction thereof
BUILDING PERMIT FEES	
A. Permit Issuance Fee (charged with all permits except flat fee and commercial and institutional permits)	25.25 26.5
B. Plan Review Fee (Only for projects over \$10,000 in valuation, excluding commercial windows, doors and roofs.)	65% of Building Permit Fee (40% of Building Permit Fee for Duplicate Plans)
C. Plan Review Deposit (credited toward plan review fee)	500.0
D. Building Permit Fees Valuation based on the ICC Building Valuations as published in the February issue of the Building Safety Journal with the following additions: Decks \$12.50 13.00 sq ft, Porches \$18.00 19.00 sq ft, Pole Buildings \$19.00 20.00 sq ft, Unfinished Basement \$41.00 43.00 Foundation Permits for Modular Homes Crawl Space \$20.38 21.40, Unfinished Basement \$41.00 43.00 and Finished Basement \$107.08.	
<u>Total Valuation</u>	<u>Valuation Fee</u>
\$1.00 to \$500.00	27.0
\$501.00 to \$2,000	27.00 for first 500.00 plus 3.50 for each additional 100 or fraction thereof to an including 2,000
\$2,001 to \$25,000	79.50 for the first 2,000 plus 14.50 for each additional 1,000 or fraction thereof, to an including 25,000
\$25,000 to \$50,000	413.00 for first 25,000 plus 10.50 for each additional 1,000 or fraction thereof, to an including 50,000
\$50,001 to \$100,000	675.50 for the first 50,000 plus 7.50 for each additional 1,000 or fraction thereof to an including 100,000

\$100,000 and up	1050.50 for first 100,000 plus 6.00 for each additional 1,000 or fraction thereof
E. Other inspections and flat fee permits:	
1. Inspections outside normal business hours (per hour; minimum charge – 2 hrs.)	60.50 <u>63.50</u>
2. Re-inspection fee	60.50 <u>63.50</u>
3. Inspection for which no fee is specifically indicated (per hour; minimum charge - one-half hour)	60.50 <u>63.50</u>
4. Special Inspection (when required by the Building Official)	60.50 <u>63.50</u>
5. Additional plan review required by changes, additions or revisions to approved plans (per hour; minimum charge – one-half hour)	60.50 <u>63.50</u>
6. Structure Moving permit	60.50 <u>63.50</u>
7. Inspection of building to be moved	Same as Certificate of Compliance inspection
8. No Permit – Failure to obtain a permit before commencing work	Fee equal to the building permit fee
9. Certificate of Compliance Inspection	
a. Building Ins. (structural & zoning)	60.50 <u>63.50</u>
b. Commercial Roofing	60.50 <u>63.50</u>
c. Foundation only	60.50 <u>63.50</u>
d. Existing wood stove	60.50 <u>63.50</u>
e. Electrical	60.50 <u>63.50</u>
f. Plumbing	60.50 <u>63.50</u>
g. Heating (mechanical)	60.50 <u>63.50</u>
10. Demolition Permit	
a. Simple Demolition (non-structural alterations)	52.50 <u>55.00</u>
b. Complex Demolition (structural or complete building demolition)	225.75 <u>237.00</u>
11. Re-roofing permits for residential structures up to four units (commercial re-roofs require full building permit).	55.00 <u>57.50</u>
12. Residing permit (residential up to four units, commercial requires full building permit)	55.00 <u>57.50</u>
13. Residential Window & Exterior and Fire Door Installations (residential up to four units, commercial projects require full building permit)	55.00 <u>57.50</u>
14. Installation Permits for Mobile/Manufactured Home and Prefabricated Storage Buildings 300 square feet or less with Manufactures Structural Plans (for installations not involving	55.00 <u>57.50</u>

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : FY2019 Proposed Fee Resolution)

permanent foundations. Additional fees may apply for foundation permits.)	
15. Certificate of Occupancy – Existing Commercial Buildings (includes life safety inspections)	57.75 <u>63.50</u>
Plumbing Permit Fees	
A. Permit issuance fee (charged with all permits except flat fee and commercial and institutional permits)	25.25 <u>26.50</u>
B. Plumbing residential permit – (per dwelling unit, includes (single family and two family <u>only</u>))	17.85 <u>18.75</u> plus 9.45 <u>9.75</u> per plumbing fixture
C. Plumbing appliance installation (water heaters and boilers)	17.85 <u>18.75</u>
D. Commercial & Industrial: (includes schools, hospitals, churches, hotels, motels, etc. <u>multi-family dwellings, fraternities and sororities</u>) Fee based on contract price:	
1. 0 - \$2,000 Contract Price	30.00 plus 4% contract price up to 2,000
2. \$2,000 - \$10,000 Contract Price	110.00 plus 3% of contract price over 2,000
3. \$10,000 - \$100,000 Contract Price	350.00 plus 2% of contract price over 10,000
4. Over \$100,000 Contract Price	2,150 + 1% of contract price over 100,000
E. Additional fees: in addition to aforementioned permit fee and residential or commercial/industrial fees, the following charges will be made:	
1. Each lawn sprinkler system backflow device	12.00 <u>12.50</u>
2. Vacuum breakers or backflow	12.00 <u>12.50</u>
3. For each gray water system	57.75 <u>60.00</u>
4. Prefabricated homes, manufactured home	47.25 <u>49.50</u>
5. Fire sprinkler inspection and plan review, Commercial and Industrial includes apartments, schools, hospitals, churches, motels, hotels, etc.	110.50 <u>116.00</u> plus 1.25 <u>1.50</u> per sprinkler head
Electrical Permit Fees	
A. Permit issuance fee (charged with all permits except flat fee and commercial and institutional permits)	25.25 <u>26.50</u>
B. Temporary service	17.85 <u>18.75</u>
C. New Residential Electrical Permit (per dwelling unit; includes (single family and two family <u>only</u>))	
1. New Dwelling unit electrical service and wiring	0.100 <u>.11</u> per sq. ft.
2. Electric Furnaces and unit space heaters (per appliance)	4.75 <u>5.00</u>
D. Alterations and Others	

1. Electrical Service Change Out	57.75 60.00
2. Extension or addition of up to six (6) circuits	36.75 38.50
3. Extension or addition of more than six (6) circuits	56.70 59.50
4. Electric Furnaces, <u>Heat Pump, Air Conditioners, and Unit Space Heaters and Ventilation Fans</u> (per appliance)	6.85 7.25
5. Domestic Water Pumps	27.85 29.25
6. Mobile Homes in a mobile home park	66.50 69.75
E. Commercial (<u>includes multi-family dwellings, fraternities and sororities, and installations including industrial and commercial mobile home parks—distribution wiring including and pedestals for mobile parks</u>) or service is under this section. <u>Fee based on contract price:</u>	
1. \$0 – \$2,000 contract price	30.00 plus 4% of contract price up to 2,000
2. \$2,000 - \$10,000 contract price	110.00 plus 3% of contract price over 2,000
3. \$10,000 - \$100,000 contract price	350.00 plus 2% of contract price over 10,000
4. Over \$100,000 contract price	2,150 plus 1% of contract price over 100,000
Gas/Mechanical Permit Fees	
A. Gas/Mechanical Permits	
1. Permit Issuance Fee (charged with all permits except flat fee and commercial permits)	25.25 26.50
2. <u>Residential install of gas fueled furnace, water heater, boiler, fireplace, unit or space heater, per appliance by the BTU as follows: Install each furnace, heat pump, evaporative cooler, unit heater, space heater, gas-fired appliance, incinerator, boiler, pool heater, compressor, absorption system or similar fixtures and appliances will be by the BTU as follows:</u>	
a. 0 – 180 thousand BTU	30.00 31.50
b. 181 thousand BTU and above	37.75 39.50
3. Gas Piping – Fixture or appliance outlets (per outlet)	8.40 8.75
4. Wood/Pellet Stoves	17.85 18.75
5. Air handlers, for each air-handling unit, including ducts attached thereto	15.75 16.50
6. Commercial and Industrial (includes schools, hospitals, churches, motels, etc. multi-family dwellings, fraternities and sororities) <u>Fee based on contract price:</u>	
a. \$0 - \$2,000 Contract Price	30.00 plus 4% of contract price up to 2,000

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : FY2019 Proposed Fee Resolution)

b. \$2,000 - \$10,000 Contract Price	110.00 plus 3% of contract price over 2,001
c. \$10,000 - \$100,000 Contract Price	350.00 plus 2% of contract price over 10,000
d. Over \$100,000 Contract Price	2,150 plus 1% of contract price over 100,000
7. Installation, relocation or replacement of each appliance vent installed and not included in an appliance permit.	10.00 <u>10.50</u>
8. Repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, or similar system, including installation of controls regulated by this Code.	20.50 <u>21.50</u>
9. For each ventilation fan connected to a single duct	10.00 <u>10.50</u>
ENGINEERING SERVICES	
A. Engineering PUD and subdivision plat review	260.00 plus 26.00 per lot
B. Engineering CUP/SUP review	\$90.00
C. Engineering plan review for multi-family commercial and institutional site plan review or parking lot development or modification review	80.00 plus 5.00 per parking space
D. Engineering public improvement plan review (2 submittals)	120.00 plus 35.00 per plan sheet
E. Engineering extended plan review (3rd submittal and beyond) for: Multi-Family and Commercial Site Plan Reviews Parking Lot Development or Modification Reviews Public Improvements Plan Reviews Other Miscellaneous Plan Reviews	55.00/hr
F. Engineering grading plan review including erosion control agreement	125.00 each
<u>G. Grading Permit Security Deposit</u>	<u>3% of estimated total cost of grading and excavation</u>
G.H. Engineering telecommunication review – on City facilities only	1700.00 each
H.I. Engineering review of revisions or modification to existing telecommunications facilities on City facility	190.00 <u>200.00</u>
I.J. Engineering development agreements including legal review	240.00 <u>250.00</u>
J.K. Engineering monumentation agreements including legal review	120.00
K.L. Engineering inspection (subdivision, PUD, commercial, and multi-family residential)	1.25% of public improvements construction cost as verified by City
L.M. Engineering “as-constructed” plan preparation	250.00 plus 35.00 per plan sheet
M.N. Engineering easement document review/preparation	70.00
N.O. Highway right-of-way use permits and parade permits through Idaho Transportation Department	100.00 each
O.P. Right of Way encroachment agreements – administrative	70.00 each
P.Q. Right of Way encroachment agreements – council action	125.00 each

Q.R. Engineering lot division/lot line adjustments	120.00 <u>125.00</u> plus 15.00/lot
R.S. Engineering variance – Council Action	125.00
S.T. Right-of-Way Vacation Request (Includes publication and registered mailings)	630.00
T.U. Engineering Annexation Review	155.00
U.V. Address Change Fee	26.00
V.W. No Permit – Non-Compliance Review Fee (one-hour minimum)	55.00 <u>60.00</u> /hr
Engineering Publications and Printing	
A. Maps	
1. 8 ½ x 11 City Limit	1.00
2. 11 x 17 City Limit	1.00
3. 22 x 30 City Limit	1.50
4. 22 x 30 Zoning Map	1.50
5. Address, City Limit, Area of City Impact, Comprehensive Plan, Zone, L.I.D., Plat, Street Numbers, Water, Storm, Sanitary, Road, Street and other miscellaneous maps	5.00
6. Digital Contours (per Tile)	125.00
B. Printing and Copies	
1. Copier	
a. 8 ½ x 11	0.10
b. 8 ½ x 14	0.25
c. 11 x 17	0.50
d. 18 x 24	1.00
e. 24 x 36	2.00
f. 24" Roll	1.00 /ft
g. 36" Roll	1.25 /ft
2. Digital Copies	
a. Standard Drawings	5.00/page
b. Construction Drawings	1.00/page
3. Plotter	
a. Prints	
i. 8 ½ x 11	2.00
ii. 11 x 17	2.50
iii. 18 x 24	3.00
iv. 24 x 36	5.00

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : FY2019 Proposed Fee Resolution)

v. 24" Roll	2.00 /ft
vi. 30" Roll	2.50 /ft
vii. 36" Roll	3.00 /ft
viii. 36" Color	4.00 /ft
ix. 42" Roll	4.50/ft
x. 42" Color	5.00/ft
xi. Plot Set up Fee (per additional layer)	5.00
b. Orthophotos	
i. 8 ½ x 11	3.00
ii. 11 x 17	4.00
iii. 18 x 24	5.00
iv. 24 x 36	10.00
v. 24" Roll	5.00 / ft
vi. 30" Roll	6.00 /ft
vii. 36" Roll	7.50 /ft
viii. 42" Color	9.00/ft
ix. Plot Set up Fee (per additional layer)	5.00
C. Documents	
1. Comprehensive Water System Plan (Free on Website)	35.00
2. Comprehensive Sewer System Plan (Free on Website)	35.00
3. Multimodal Transportation Plan (Free on Website)	35.00
4. Standard Drawings/Construction Specifications (Hard Copy) for single page cost see printing and copies.	5.00 / 5.00
5. Standard Drawings/Construction Specifications (Digital) For single page cost see digital copies.	50.00 / 25.00
Sewer Permit Fees and Charges	
A. Permit Fee	40.00
B. No Permit – Noncompliance Review Fee (one-hour minimum)	57.50 60.00/hr
C. Sewer Tapping Fee (The customer will provide the excavation required to expose the main, pump out ground water, shore or slope hole as needed, provide traffic control as needed, fill/compact, and make temporary street patch as needed.)	190.00
D. SE Moscow Water and Sewer District Tapping Fee Surcharge (Properties Outside City Limits)	5.00
E. General Facilities Charge	
1. Single family	2,320.00 2,410.00 + 28.00 29.00/PFU over 20*

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : FY2019 Proposed Fee Resolution)

2. Apartment [per unit]	1,710.00 <u>1,775.00</u> + 28.00 <u>29.00</u> /PFU over 15*
3. Trailer	2,320.00 <u>2,410.00</u> + 28.00 <u>29.00</u> /PFU over 20*
4. Commercial	2,320.00 <u>2,410</u> + 28.00 <u>29.00</u> /PFU over 15*
<i>*Equivalent fixture units as established by the adopted Uniform Plumbing Code</i>	
F. Orchard Avenue Sewer Connection Surcharge – only for addresses above 1400 and streets north of Ponderosa	1,400.00
G. Sewer Service inspections	75.00
H. Inspection of Public Sewer Main Construction	61.75 <u>60.00</u> /hr
I. SE Moscow Water and Sewer District Inspection Fee Surcharge (Properties Outside City Limits)	5.00
J. Sewer Service Disconnection	44.00 <u>45.00</u>
K. Commercial Portable Waste Discharge at the Wastewater Treatment Plant	
1. Load up to 300 gallons	19.45 <u>20.25</u>
2. Each subsequent gallon	0.26 <u>0.27</u>
Monthly Sewer Service Rates	
A. Residential Service	
1. Single family and duplexes or other multiple units served by separate meters.	48.40 <u>50.34</u>
2. Trailer homes (per unit) defined as multiple units served by a common meter (like a mobile home park)	35.55 <u>37.00</u>
3. Hotels & motels (per unit)	19.35 <u>20.10</u>
4. Multi-family dwellings including duplexes (per unit) defined as multiple units served by a common water meter.	35.55 <u>37.00</u>
5. Rooming & fraternal housing plus \$2.87 per 100 cubic feet metered water	318.50 <u>331.20</u>
6. Recreational Vehicle Parks (per unit)	21.30 <u>22.15</u>
B. Public Use Building	
1. Churches (plus \$3.14 <u>\$3.26</u> per 100 cubic feet metered water.)	66.50 <u>69.15</u>
2. Schools (plus \$4.77 <u>\$4.96</u> per 100 cubic feet metered water.)	200.75 <u>208.75</u>
C. Commercial Users	
1. Bars and taverns (plus \$3.14 <u>\$3.26</u> per 100 cubic feet metered water.)	66.50 <u>69.15</u>
2. Restaurants (plus \$6.69 <u>\$6.96</u> per 100 cubic feet metered water.)	287.00 <u>298.00</u>

3. Other Commercial (plus \$3.14 <u>3.26</u> per 100 cubic feet metered water.)	66.50 <u>69.15</u>
4. <u>Small Commercial Office with Irrigation</u> <u>Limited to Commercial Users with exterior irrigation and an average monthly winter water use of less than 700 cubic feet per month. Base Rate (69.15) plus use rate for 200 cubic feet (6.52)</u>	<u>75.67</u>
<i>* For the purpose of determining the monthly sewer rates based on the volume of metered water, metered water will be averaged periodically using meter readings of winter water use period so the irrigation period may be excluded.</i>	
D. Mixed Use Service— Defined as different sewer customers listed in this section of the fee resolution that are served by a single water meter. Because the financial impact of multifamily begins to negatively affect the financial equity found in the mixed use classification with apartments in excess of 10 apartments, it is necessary to have two rates for mixed use customers.	
1. Those commercial buildings with mixed sewer use in excess of 10 or more apartments; the sewer rate shall be calculated based upon the first unit of \$111.92 <u>116.40</u> and each additional unit (dwelling unit or commercial unit) will be \$21.58 <u>22.44</u> per unit plus a consumption charge of \$2.10 <u>2.18</u> per 100 cubic feet of water without consideration of winter or summer usage.	
2. Those commercial buildings with mixed sewer use fewer than 10 apartments; the sewer rate shall be calculated based upon the first unit of \$111.92 <u>116.40</u> and each additional unit (dwelling unit or commercial unit) will be \$21.58 <u>22.44</u> per unit plus a consumption charge of \$2.77 <u>2.88</u> per 100 cubic feet of water without consideration of winter or summer usage.	
E. University of Idaho (Annual Charge)	1,121,800.00 <u>1,166,670.00</u>
F. SE Moscow Water and Sewer District Sewer Service Surcharge (outside City limits)	3.00
Water Permit Fees and Charges	
A. Permit Fee	40.00
B. No Permit – Noncompliance Review Fee (one hour minimum)	57.50 <u>60.00</u> /hr
C. Water Service Inspection	75.80 <u>75.00</u>
D. Installation of service and meters (No existing service line to property line)	
1. 5/8" meter	3,260.00
2. 1" meter	3,330.00
3. 1 1/2" meter	4,170.00
4. 2" meter	4,480.00
5. Other meters	At Cost

E. Installation of service and meters (Existing service line to property line).	
1. 5/8" meter	1,370.00
2. 1" meter	1,440.00
3. 1 1/2" meter	2,440.00
4. 2" meter	2,890.00
5. Other meters	At Cost
F. Other fees	
1. Tap	
a. Fire line or other (3" and larger diameter); customer provides the street cut, excavation to expose the main, water removal, traffic control, backfill, temporary (cold mix) street patch, tapping sleeve, gate valve and valve box. Includes up to 45 s.f. not mix patch by City. Additional patch at \$2.65 per s.f.	1,130.00 min
b. Fire line or other (2" or smaller); Customer provides a corporation elbow and curb stop rather than sleeve and gate valve provided by customer in 'a' above. Customer is to provide all other work as outlined in 'a' above.	700.00 min
2. Relocation of meters – Limited to same property	
a. No new tap of main	
i. 5/8" to 1"	290.00
ii. 1 1/2" to 2"	325.00
b. New tap of main	
i. No street cut	
a) 5/8" meter	2,530.00
b) 1" meter	2,545.00
c) 1 1/2" meter	2,575.00
d) 2" meter	2,600.00
ii. Street cut	
a) 5/8" meter	3,550.00
b) 1" meter	3,570.00
c) 1 1/2" meter	3,600.00
d) 2" meter	3,630.00
3. Meter Box Adjustments	
a. Vertical Adjustment ($\pm 12"$)	120.00
b. Horizontal Adjustment	at cost
4. Resetter Installation	
a. 5/8" meter	95.00

b. 1" meter	190.00
5. Water Service Disconnection <u>(Abandonment)</u>	
a. With Street Cut	760.00
b. Without Street Cut	520.00
6. Turn on - turn off after regular working hours	64.00
7. Labor and materials to repair damage to water distribution system.	at cost
8. Labor and materials to repair meter boxes damaged by neglect or careless operation of motor vehicles.	at cost
G. General Facilities Charge	
1. 5/8 x 3/4" meter (20 gal/min; meter equiv—1.0)	2,330.00 2,475.00
2. 1" meter (50 gal/min; meter equiv—2.5)	5,825.00 6,190.00
3. 1 1/2" meter (100 gal/min; meter equiv—5.0)	11,650.00 12,375.00
4. 2" meter (160 gal/min; meter equiv—8.0)	18,640.00 19,800.00
5. Larger than 2"	by special contract with City
H. Orchard Avenue Water Connection Surcharge – only for addresses above 1400 and streets north of Ponderosa	1400.00
I. Disinfection	
1. First test	455.00
2. Second test (pigging of line may be required)	490.00
3. Third or more test (pigging of line may be required)	595.00
J. Bacterial Testing [at the discretion of the City]	
1. Samples (per each)	20.00
2. Saturday Samples (per each)	145.00
<u>3. After hours and Saturday Sampling Labor</u>	<u>64.00</u>
K. Pressure testing fees	
1. Tests performed by City	
i. First Test	800.00
ii. Second Test	1,000.00
iii. Third or more test	1,200.00 each test
2. Test performed by contractor	145.00 each test
Water Service Rates	
A. Standard Monthly Rates	
1. Fixed charge	
a. Single family residential/Duplex/Tri-plex per meter (Definition is a single meter servicing each dwelling unit)	31.25 33.22
b. Multi-family (definition is a meter servicing more than one dwelling unit.) based on meter size	
➤ 5/8 Inch	31.25 33.22
➤ 1 Inch	39.10 41.56

➤ 1 ½ Inch	78.0082.90
➤ 2 Inch	124.80132.65
➤ 3 Inch	234.00248.75
c. Commercial Accounts based on meter size	
➤ 5/8 Inch	31.2533.22
➤ 1 Inch	39.1041.56
➤ 1 ½ Inch	78.0082.90
➤ 2 Inch	124.80132.65
➤ 3 Inch	234.00248.75
➤ 4 Inch	394.30419.15
d. High fire demand	56.4560.00
2. Consumption Charge for Residential/Duplex or Triplex (Definition serviced by a single meter per dwelling unit)	
a. 0-700 per cubic Feet	2.322.47 /CCF
b. 701-2000 per cubic feet	2.762.93 /CCF
c. Over 2000 cubic feet	4.684.97 /CCF
3. All Usage Consumption Charge for Multi-Family or Commercial Accounts (one meter serving multiple units)	3.053.24 /CCF
4. Rate for Moscow Cemetery	2.602.76 /CCF
B. Water and Sewer rate charge for water and sewer furnished outside the boundaries of the City.	200% of the minimum service charge and water rate charge
C. Bulk water usage.	
1. Less than 2,500 cubic feet [For use in the City]	3.20/ccf plus 119.20
2. 2,500 cubic feet or more [For use in the City]	current-commercial-rate 4.38/ccf plus 58.95
3. Less than 2,500 cubic feet [For use outside of the City]	2x-current-rate-plus 58.95 6.40/ccf plus 238.40
4. 2,500 cubic feet or more [For use outside of the City]	2x-current-rate 8.76/ccf plus 117.90
STREET DEPARTMENT	
A. Large banner installation and removal	150.00 each banner
B. Small banner installation and removal	45.00 each banner
C. Information sign installation	120.00 plus cost of sign
D. Street/ <u>Sidewalk</u> Closure Permit	40.00
E. Parade Permit	120.00 (+ 100.00 Idaho Transportation Department permitting, if applicable)
F. Street Cut Damage Recovery Fee: Fee based on Overall Condition Index (OCI) rating of street in accordance with most recent street condition survey:	

OCI	
81-100	800.00
61-80	600.00
41-60	400.00
21-40	200.00
0-20	0
G. Right of Way Excavation Permit	35.00 (+ 100.00 Idaho Transportation Department permitting, if applicable)
H. Right of Way Excavation Security Deposit Rate Schedule	
<u>Total Valuation of Work in Right of Way</u>	<u>Fee</u>
\$100 to \$500	233.00 245.00
\$501 to \$1,000	350.00 367.50
\$1,001 to \$1,500	467.00 490.00
\$1,501 to \$2,000	585.00 615.00
\$2,001 to \$2,500	700.00 735.00
\$2,501 to \$3,000	820.00 860.00
\$3,001 to \$3,500	935.00 980.00
\$3,501 to \$4,000	1,050.00 1,100.00
\$4,001 to \$4,500	1,170.00 1,230.00
Greater than \$4,500	1,760.00 1,850.00
Multiple Projects (up to four (4) active projects)	3,500.00 3,675.00
I. Public Lighting Costs - per month – per Utility Service	
1. Residential Units	3.10
2. Commercial Units	8.05
J. City Barricades for Private Projects (applicable only when the City supplies devices on an emergency or prearranged basis for securing construction sites or other traffic revisions – standard traffic control operations shall not be eligible for device rental)	
1. Construction Sign	<u>Day</u> 8.00 <u>Week</u> 30.00 <u>Month</u> 90.00
2. Construction Sign with Tripod	17.00 64.00 127.00
3. Hi-Level Sign Stand	3.00 9.00 26.00
4. Type II Barricade	7.00 26.00 77.00
5. Type III Barricade	27.00 106.00 316.00
6. Construction Drum	10.00 39.00 110.00
7. Tubular Markers	4.00 13.00 37.00
8. 28" Orange Traffic Cones	1.00 4.00 10.00
9. Type A, B, C Warning Lights	2.00 5.00 13.00
10. Set-up	52.00
11. Removal	52.00
K. Traffic Control (Setup / Devices) for On-Street Events Main Street Closures between A Street and 6 th Street	

1. Recommended – 3 rd Street to 5 th Street	
Daytime	80.00
Nighttime	124.00
2. Full Closure – A Street to 6 th Street	
Daytime	175.00
Nighttime	382.00
3. Partial Closures/Number of Blocks	
a. One Block	
Daytime	80.00
Nighttime	124.00
b. Two Blocks	
Daytime	85.00
Nighttime	134.00
c. Three Blocks	
Daytime	90.00
Nighttime	144.00
d. Four Blocks	
Daytime	95.00
Nighttime	154.00
Other Street Closures (per block)	
1. Daytime	80.00
2. Nighttime	124.00
Crowd Control Barriers	
1. Barrier Rental Fee (per barrier, per event)	2.00
2. Replacement Cost (if damaged or lost)	110.00
L. Traffic Control (Setup / Devices) for Parades	
1. Main Street – Small	300.00
2. Main Street – Large	750.00
3. Other Locations	Time and Materials
M. Traffic Control (Setup / Devices) for Block Parties	
One Block Standard Set-up	84.00
FINANCE	
A. Turn off and turn on for non-payment first occurrence.	30.00
B. Turn off and turn on for non-payment repeat occurrences in 12 months.	60.00
C. Accounts Receivable Billing Late Fee Penalty	
1. Notice of delinquency (occurs 46 days after billing)	15.00 or 5% whichever is greater
D. Deposits - Utility	
1. Residential	100.00
2. Commercial	175.00
E. NSF (Non-sufficient funds) Returned Check Charge Fees	25.00 per check
General Licenses	
A. Circuses	
1. Circus or Tent show, First Class	260.00
2. Circus, or Tent show, Second Class	180.00

3. Merry go-rounds or mechanical rides - per ride	15.00
4. Amusement and other concessions – per exhibition	5.00
B. Peddlers, Solicitors Registration (per applicant)	
1. New Peddlers, Solicitors Registration	60.00
2. Peddlers, Solicitors Registration Renewal (without fingerprints)	35.00
3. Peddlers, Solicitors Registration Renewal (with fingerprints)	60.00
C. Vendor	
1. New Vendor License	60.00
2. Vendor License Renewal (without fingerprints)	35.00
3. Vendor License Renewal (with fingerprints)	60.00
D. Second Hand/Pawn Dealers	
1. New Second Hand/Pawn Dealer License	60.00
2. Second Hand/Pawn Dealer Renewal (without fingerprints)	35.00
3. Second Hand/Pawn Dealer Renewal (with fingerprints)	60.00
E. Taxicabs, Pedicab, and Carriage	
1. Taxicab, Pedicab, and Carriage Owner License/Renewal (each vehicle)	15.00
2. New Taxicab, Pedicab, and Carriage Operator License	60.00
3. Taxicab, Pedicab, and Carriage Operator License Renewal (without fingerprints)	35.00
4. Taxicab, Pedicab, and Carriage Operator License Renewal (with fingerprints)	60.00
F. Sidewalk Café License	25.00
G. Tree Service Contractors License	26.00
H. Tree Worker Certification	No fee
I. Miscellaneous	
1. Appeal from denial, suspension, or revocation of a license, permit, waiver, etc. (unless otherwise specifically set out herein)	55.00
Beer License Fees*	
A. Consumption on premise	200.00
B. Bottled and canned beer with no consumption on premise	50.00
C. Transfer fee	50.00
D. Inspection fee (to cover cost of required inspection that needs to be done by Building Inspector, Fire Inspector, and Health Inspector. This fee must be paid before any inspections will be started. If license application is withdrawn the fee will be forfeited to the city).	105.00

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : FY2019 Proposed Fee Resolution)

E. Restaurant Certification (required to permit admittance to individuals under the age of 21)	no fee
Liquor License Fees*	
A. Annual fee (includes wine on premise)	562.50
B. Transfer fee (includes wine on premise)	562.50
Wine License Fees*	
A. Wine on and off premise combined license	200.00
B. Wine on premise consumption only	150.00
C. Wine off premise consumption only	150.00
D. Transfer fee	50.00
<i>*All licenses issued for a portion of a year shall be prorated as of the month of actual issue; provided that no fee shall be less than one half of the total fee herein set forth.</i>	
Alcohol Catering Permit Fee – Set by State Code	20.00
Alcohol Event Permit (for an event in public right-of-way)	100.00
Child Care License	
A. Family Day Care Facility Registration (includes administration, fire inspection and background check for one day care provider)	80.00
B. New Facility Application Fee (includes administration, inspections by Code Enforcement, Fire Department, and Health Dept.)	
1. Family Day Care Facility (1-5 children)	75.00
2. Group Day Care Facility (6-12 children)	100.00
3. Small Day Care Facility (13-20 children)	125.00
4. Large Day Care Facility (21+ children)	150.00
C. New Employee/Provider Application Fee	30.00
D. Facility License Annual Renewal Application Fee	
1. Family Day Care Facility (1-5 children)	50.00
2. Group Day Care Facility (6-12 children)	75.00
3. Small Day Care Facility (13-20 children)	100.00
4. Large Day Care Facility (21+ children)	125.00
E. Employee/Provider License Annual Renewal Application Fee	10.00
See Miscellaneous for Background Check Fees	
F. Code Compliance Enforcement to be Billed to Day Care Facility	
1. First and Second Communication	No Charge
2. Third Communication	25.00
3. Fourth Communication	40.00
4. Fifth and each subsequent Communication	60.00
5. Tardy Renewal Applications (Facility and Provider)	10.00

G. Change of Ownership	15.00 Plus other inspection fees as deemed appropriate.
H. Change of Premises	15.00 Plus other inspection fees as deemed appropriate.
Bicycle License Lifetime Ownership Tag	7.00
Burglary and Robbery Alarms – False Alarms (for each occurrence)	50.00
Dog Licensing and Related Fees	
A. Lifetime registration tag	
1. Unaltered	35.00
2. Altered	25.00
B. Duplicate tag	5.75
C. Adoption (out)	
1. Altered	15.00
2. Unaltered	27.50
D. Adoption (placing own animal in)	20.00
E. Euthanasia	100.00
F. Boarding - per day or part thereof	20.00
G. Impound	
1. First time	20.00
2. Second time	30.00
3. Third time	40.00
4. Fourth and each subsequent time	60.00
H. Surcharge Fee	
1. Unaltered	30.00
2. Altered	20.00
Miscellaneous Fees	
A. Accident Reports (see G. Copies of official records...)	
B. Background Checks	
1. City of Moscow Police Department – Name Check	20.00
2. Idaho State Police - Fingerprints	42.00
3. Idaho State Police - Name Check	20.00
C. City of Moscow Comprehensive Plan Paper Copy (Free on website)	30.00
D. City of Moscow Comprehensive Water System Plan Paper Copy (Free on website)	30.00
E. City of Moscow Comprehensive Sewer System Plan Paper Copy	(Free on website) 30.00
F. City Code (Free on website)	

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : FY2019 Proposed Fee Resolution)

1. Initial cost	260.00
2. Annual charge for updating	52.00
3. Zoning Code	20.00
G. Copies of official records or documents	
1. Police files—per page (no charge for first 100 pages)	0.10
2. Other City documents – per page (no charge for first 100 pages)	0.10
3. Audio or video tape copy	Amount allowed by Idaho Code Section 74-102(10)
4. Audio or video CD copy	Amount allowed by Idaho Code Section 74-102(10)
5. Where a request for public records of the City of Moscow is for more than one hundred (100) pages of paper records; or the request includes records from which non-public information must be separated, deleted, and/or redacted; or where actual labor associated with locating and copying documents for a request exceeds two (2) person hours, the requestor shall be charged the copy and/or labor costs allowed by Idaho Code Section 74-102(10) unless the requestor demonstrates an exemption pursuant to Idaho Code Section 74-102(10)(f), as determined by the City Clerk.	
6. The Clerk may require advance payment of the cost of copying pursuant to Idaho Code Section 74-102(12). Any money received by the City shall be credited to the account for which the expense being reimbursed was or will be charged, and such funds may be expended by the City as part of its appropriation from that fund.	
H. Criminal History Letters (letters typed on letterhead stationery indicating the absence of a criminal history in this department. Exclude police records checks requested by federal, state or local government agencies)	30.00
I. Downtown Parking Permit (City Hall, Jackson and Jefferson Street Lots	
1. Per month	12.00
2. Per quarter	30.00
3. Annual	85.00
J. E-911 Monthly Service Fee	1.00
K. Escort Services – escort services, traffic direction and any special event requiring police services including, but not limited to, parades, house moving and other events where advance police assistance or supervision is requested or required. This fee is per each officer per hour (2 hour minimum)	65.00
L. Fire Nuisance Alarms	
1. 1 st Nuisance Alarm within 12 months	No Charge
2. 2 nd Nuisance Alarm within 12 months	No Charge

3. 3 rd Nuisance Alarm within 12 months	25.00
4. 4 th Nuisance Alarm within 12 months	50.00
5. 5 or More Nuisance Alarms within 12 months	100.00 Each Occurrence
M. Fingerprinting – Any fingerprinting requested by a person or a company, but excluding fingerprinting related to criminal or other city matters.	20.00
N. General City Code Infraction (unless otherwise specified herein or established by State Code)	72.00
O. Nuisance Abatement	\$200 plus Removal At Cost
P. Parking Permit (Construction Uses in Right-of-Way)	40.00
Q. Parking Violations	
1. 5 Minute Parking Zone	25.00
2. No Parking 3 a.m. - 6 a.m. (City and campus)	25.00
3. No Parking Residential District	25.00
4. Double Parking	25.00
5. Parking in alley, on sidewalk, blocking driveway	25.00
6. Parking in School Bus Zone	25.00
7. Loading Zone Business & Campus Area	25.00
8. Commercial Zones (3 hr. limitation)	25.00
9. Parking Unattended, Motor Running	25.00
10. Parking in Fire Lane, Street & Off-street	40.00
11. Parking within 15 feet of Fire Hydrant	40.00
12. Parking behind Fire Station	25.00
13. Parking in front of Fire Station	40.00
14. Parking obstructing traffic	25.00
15. Improper Parking, other than listed	25.00
16. Parking citations not paid within fifteen (15) calendar day period	late fee 10.00
17. MCC 11-4-12 Prohibited parking trucks/similar vehicles	25.00
18. MCC 11-4-13 Handicapped parking	100.00
19. Parking Boot Removal (per incidence)	100.00
R. Public Hearing Mailing List	25.00
S. Smoking in Restricted Area Fine	10.00
1. First Offense (if paid within fourteen [14] days of notice of violation)	10.00
2. Second Offense (if paid within fourteen [14] days of notice of violation)	25.00
3. A First or Second Offense not paid within fourteen (14) days of notice of violation or a Third Offense	50.00

Towing and Storage Fees on Illegally Parked Vehicles	
A. Towing charged by the commercial towing service	Actual cost
B. Storage of three-quarter (3/4) ton size pickups and smaller vehicles - per day	15.00
C. Storage of vehicles larger than three-quarter (3/4) ton pickups - per day	20.00
D. Vehicle Inventory Fee	11.00
City Programs and Other Services	
A. Van Pool (to cover costs only)	Not to exceed \$130/month
B. Van Pool Conference Commuter Service	Federal Mileage Reimbursement Rate based on miles traveled
C. Information Systems – Fiber Optic Lease Rate Per Month	0.0540.056 Strand/Ft. 0.0560.058 Strand/Ft. Effective 1/1/4819
D. Information Systems – Rack Space Lease	36.8938.00 month/1u 38.0039.14 per 1u Effective 1/1/4819
Community Forestry	
Subdivision Development Tree Fee	250/tree
Parks and Recreation	
A. City Park Picnic Shelter East City Park Stage Rental	25.00 each shelter
Additional Picnic Table Move-In Per Trailer Load of Four (4) Tables	20.00
B. Tree Service Contractor License	25.00
C. Alcohol Event Permit (for an event in a City park)	100.00
D. Recycling Deposit Fees (attendance of more than fifty [50] participants)	50.00
<u>E. Park Shelter Reservations 4-hour blocks of time</u>	<u>25.00</u>
<u>F. Extra tables brought in for park rentals, per 4 tables</u>	<u>20.00</u>
<u>A-G. _____</u> Crop Harvest Fee – West Palouse River Drive Property	70.00/acre
Hamilton Indoor Recreation Center	
A. Rental of Full Gym per Hour – court use only w/no set up required	70.00
B. Rental of Half of Gym per Hour – court use only w/no set up required	43.00
C. Rental of Full gym – requiring set up of tarp.	32.00
D. Rental of Multipurpose Room per Hour – Group I (City business)	No Charge
E. Rental of Multipurpose Room – Group II per hour (Non-profit groups, service clubs)	32.00
F. Rental of multipurpose Room – Group III per hour, (Private parties, wedding receptions, commercial, for-profit organizations)	80.00
G. Rental of Multipurpose Room – Group IV per hour (Other Governmental Organizations)	43.00

H. Rental of Sound System per rental	10.00
Hamilton-Lowe Aquatic Center	
A. Pool Passes	
1. Season Adult, Non-resident	113.00 120.00
2. Season Adult, Resident	100.00 107.00
3. Season Child (4-17 years old) Non-resident	100.00 107.00
4. Season Child (4-17 years old) Resident	85.00 90.00
5. Season Senior (65+ years old) Non-resident	100.00 107.00
6. Season Senior (65+ years old) Resident	85.00 90.00
7. Season Household (up to five (5) family members; flat \$ 10.50 11.75 each additional member) Non-resident	197.00 210.00 five family members 11.75 each additional member
8. Season Household (up to five (5) family members; flat \$ 10.50 11.75 each additional member) Resident	162.00 175.00 five family members 11.75 each additional member
9. ID Card Replacement Fee	5.00
B. Daily Admission Prices	
1. Children (3 years old and under)	FREE
2. Children (4-17 years old)	4.25
3. Adults (18-64 years old)	5.66 6.11
4. Seniors (65 + years old)	4.25 4.47
5. Child Coupon Sales	4.25 4.47
6. Cardboard Regatta	30.00
C. Private Party Rentals	
1. Option 1: Up to 150 patrons	350.00 375.00 per hour
2. Option 2: 151 to 300 patrons	415.00 445.00 per hour
3. Option 3: 300 + patrons	560.00 600.00
D. Private Party Rentals: Fun Run Inflatable or Giant Slide Inflatable	175.00 190.00 per rental
E. Aquatic Center Picnic Table Rental, per hour, per table	7.25 7.75
F. Swim team rentals	6.00 6.35/Lane
G. Locker rentals	0.50
H. Bathroom Personals	0.25
I. American Red Cross Swim Lessons, All levels	39.50 41.50
J. Swim Lessons, Adaptive	39.50 41.50
K. ARC Guardstart	50.50 55.50
L. ARC Lifeguard Training	125.00 130.00
M. ARC Water Safety Training	125.00 130.00
N. Aqua-Zumba Aquacize & Water Class – Season Pass	70.00

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : FY2019 Proposed Fee Resolution)

O. Aqua-Zumba Aquacize & Water Class – 10-punch Pass	45.00
P. Aqua-Zumba Aquacize & Water Class – Drop-in	5.00
Q. Private Swim Lessons	
1. 1 student/per hour	41.00 43.00
2. 2 students/per hour	49.00 51.50
3. 3 students/per hour	55.00 58.00
Youth Sports	Resident / Non-Resident
A. Micro Soccer U5 – U7 (Spring and Fall)	Res 34.75 36.50 Non-Res 35.75 37.50
B. Micro Soccer U8 – U12 (Spring and Fall)	Res 40.25 42.50 Non-Res 41.25 43.50
C. Flag Football	Res 30.25 39.00 Non-Res 31.25 40.00
D. Youth Volleyball – Fall 4th – 6th Grades	Res 32.00 34.00 Non-Res 33.00 35.00
E. Youth Basketball – Winter 1st – 4th Grades	Res 37.00 39.00 Non-Res 38.00 40.00
F. Youth Basketball – Fall 5th – 6th Grades	Res 37.00 39.00 Non-Res 38.00 40.00
G. Youth Baseball/Softball Sponsors	75.00 79.00
H. Youth Baseball/Softball Players	Res 32.75 34.50 Non-Res 33.75 35.50
I. Skyhawks Youth Camps	
1. Soccer	119.00
2. Tennis	106.00
3. Basketball	120.00
4. Tiny Hawk Soccer	56.00
5. Mini Hawk	106.00
6. Beginning Golf	90.00
7. Cheerleading Camp (Younger)	90.00
8. Cheerleading Camp	106.00
9. Flag Football/Swim (M-F)	119.00
J. Mini Junior/Junior Golf Lessons	Res 67.00 Non-Res 68.00
K. Senior & Junior Girls Fast Pitch Softball, each	Res 58.00 61.00 Non-Res 59.00 62.00
L. Youth Shirts	17.00
M. Youth Gymnastics— Pre/ Beginning/ Kinder	Res 57.00 61.00 Non-Res 58.00 62.00
N. Youth Karate	Res 48.00 Non-Res 49.00
O. Youth Dance	Res 25/30/45 Non-Res 26/31/46
Adult Sports	Resident / Non-Resident (NR)
A. Volleyball Fall & Winter (Co-Rec)	225.00 236.00
B. Basketball (Moscow/Pullman League)	525.00
C. Co-Rec Softball per team	475.00

D. Softball per team	833.00
E. Horseshoes – Doubles and Singles	Res 5.00 5.50 Non-Res 7.00 7.50
F. Adult Soccer, per team	475.00
G. Field Set-Up Fee for Private Use	475.00
General Recreation Programs	Resident / Non-Resident (NR)
A. Salmon River Trips Two varieties of trips	Youth Res 63.25 Non Res 64.25 Adult Res 72.00 Non Res 74.00
B. Dog Obedience 1. Kinderpuppy 2. Beginning Obedience 3. Advanced Obedience 4. Rally Obedience	Res 64.25 Non-Res 66.25 For Each
C. Hunters' Education	Res 21.50 Non-Res 22.50
D. Tone & Stretch 1. Per Class 2. 10 class punch card 3. Drop In	3.00 45.00 5.00
E. Zumba <u>Class</u>	37.50 60.00
<u>F. Zumba Class Punch Card</u>	<u>45.00</u>
<u>A.G.</u> Zumba Walk-in	5.00
<u>B.H.</u> Open Life Drawing Studio	Res 10.75 Non-Res 12.75
<u>F.I.</u> Hunting Spring Mushrooms	Res 42.75 Non-Res 44.75
<u>A.J.</u> Hunting Fall Mushrooms	Res 42.75 Non-Res 44.75
<u>G.K.</u> Beginning Birding	Res 10.00 / Non-Res 12.00
<u>D.L.</u> Athletic Performance Training	Res 100.00 / Non-Res 101.00
<u>E.M.</u> Beginning Sewing	Res 42.00 / Non-Res 43.00
<u>F.N.</u> Get Moving	Res 96.00 / Non-Res 97.00
<u>G.O.</u> Kids' Art Camp	Res 200.00 / Non-Res 201.00
<u>H.P.</u> Fall Tree Pruning	Res 17.00 / Non-Res 18.00
<u>I.Q.</u> Trees of Idaho	Res 10.00 / Non-Res 12.00
<u>J.R.</u> Trees in Your Neighborhood	Res 10.00 / Non-Res 12.00
<u>K.S.</u> Fruit Tree Pruning	Res 17.00 / Non-Res 19.00
<u>L.T.</u> Choosing and Planting New Street Trees	Res 17.00 / Non-Res 19.00
<u>M.U.</u> Firewise Principles and Practices	Res 5.00 / Non-Res 7.00
<u>N.V.</u> What's Wrong With My Tree?	Res 5.00 / Non-Res 7.00
<u>O.W.</u> Mah Jong Class	Res 20.00 / Non-Res 22.00

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : FY2019 Proposed Fee Resolution)

P.X. Green Cleaning	Res 10.00 / Non-Res 12.00
Q.Y. Conflict Management Styles	Res 10.00 / Non-Res 12.00
R.Z. Tai Chi	Res 48.00 / Non-Res 50.00
S.AA. Chinese Language Camp	Res 120.00 / Non-Res 121.00
T.BB. Parliamentary Procedures	Res 17.00 / Non-Res 19.00
<u>CC. Naturally Clean Home</u>	<u>Res 10.00 / Non-Res 12.00</u>
Eggan Youth Center Activities	
A. Youth Center Rentals, per hour	35.00
B. Kids Kamps, Per Each Activity Day	Res 21.00 <u>22.00</u> / Non-Res <u>23.00</u>
C. High Adventure Camp - Daily	Zip Line 120.00 Kayak / Horse 85.00
D. Breakfast with Santa (Individual/Family) and Candy Cane Hunt	7.00/26.00
E. Palouse Youth Triathlon / Sponsorships	17.00 / 500.00
F. Father-Daughter Dance (Couple / Individual)	28.00 / 11.50
G. Youth Enrichment Classes	44.75
H. After School Activities	10.00
I. Date Night Eggan Style	7.00 <u>9.00</u>
J. Moscow Rolling Hills Half Marathon / Sponsorships	65.00 / 3,000.00
K. Mayor's Golf Tournament/Sponsorships	300.00/2,000.00
<u>L. Super Bowl Bash</u>	<u>Res 5.00 / Non-Res 6.00</u>
L.M. Undetermined Programs	2,000.00
A \$1/\$2 (Child/Adult) non-resident fee is charged for programs in addition to the process listed above.	1.00/2.00
Community Garden	
1. Garden Plot Rental, each	53.25
2. Clean-up Deposit, each	25.00
New recreational programs that do not appear in this fee resolution are often developed and implemented during the fiscal year.	Varied
Fire Department	
A. Compressed Gases	30.00
B. Fireworks	30.00
C. Flammable or Combustible Liquids	30.00
D. Covered Malls	30.00
E. Tents, Canopies and Temporary Membrane Structures	30.00
F. Fire Code Inspections	30.00
Solid Waste	

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : FY2019 Proposed Fee Resolution)

Rates for Residential Units

A. Roll Cart – Variable Size, Variable Rate System (monthly fee per roll cart collected weekly)	
35 Gallon	20.50 <u>21.10</u> /month
65 Gallon	26.30 <u>27.10</u> /month
95 Gallon	32.20 <u>33.15</u> /month
35 Gallon On Demand – Base Fee	15.50 <u>15.95</u> /month
35 Gallon On Demand – Per Service	2.05 <u>2.10</u> /each
Roll Cart Size Exchange (after initial 30 day period)	18.00/each
Roll Cart Replacement (lost, stolen, damage from abuse)	35.00/each

B. Penalty - for any garbage exceeding service level	6.60 per can/bag
--	------------------

C. Carry-out service	11.25 <u>11.60</u>
Outside of building - additional per can, per unit, per month	

D. Inside of building - additional per can, per unit, per month	12.75 <u>13.15</u>
---	-------------------------------

E. Return service (blocked roll cart, roll cart not set out on time or otherwise not able to be serviced by Franchisee) per calendar year	
First Occurrence	0.00
Second Occurrence	10.75 <u>11.10</u>
Third and Following Occurrences	21.55 <u>22.20</u>

Residential units utilizing mechanical containers or compactors shall be billed at the business rate for such equipment.

F. Apartment Single Stream Recycling Fee	4.90 <u>5.05</u> /per unit, per month
--	--

Rates for Business Units and Commercial Cans

A. Loose yardage on ground	32.45 <u>33.40</u> /per cubic yard
----------------------------	---

B. Extra service for dumpster/mechanical containers with 24-hour notice	31.95 <u>32.90</u> /each dump (Plus tipping fee-2)
---	---

C. Extra service for dumpsters/mechanical containers per yard.	16.20 <u>16.70</u> /cubic yard
--	---

D. Compactor Service Pick Up	207.20 <u>213.40</u> (Plus tipping fee-2)
------------------------------	--

E. Small Compactor Yardage	83.50/cubic yard
----------------------------	------------------

F. Commercial Roll Cart – Variable Size, Variable Rate System (monthly fee per roll cart collected weekly)	
35 gallon	20.00 <u>20.60</u> /month
65 gallon	30.20 <u>31.10</u> /month
95 gallon	40.30 <u>41.50</u> /month
Roll Cart Size Exchange (after initial 60 day period)	18.00/each
Roll Cart Replacement (lost, stolen, damage from abuse)	35.00/each

G. Commercial Single Stream Recycling Fee	4.90 <u>5.05</u> /per unit, per month
---	--

H. Additional Commercial Recycling Cart	4.90 <u>5.05</u> /per unit, per month
---	--

Rates for Recycling Mobile Containers per month (sales tax will be added)

A. Size: 6 Yard	54.30 <u>55.95</u>
-----------------	-------------------------------

B. Size: 10 1/2 Yard	82.80 <u>85.30</u>
----------------------	-------------------------------

C. Size: 12 Yard	97.25 <u>100.15</u>
------------------	--------------------------------

Types of Services

A. Franchisee Services/Value of Recycled Materials Retained by Franchisee: RMC hauled, emptied and exchanged by Franchisee.	44.30 <u>45.65</u> Each Haul
---	---

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : FY2019 Proposed Fee Resolution)

B. Franchisee Services/Value of Recycled Materials retained by customer: RMC hauled, emptied and exchanged by Franchisee.		53.05 54.65 Each Haul	
C. Customer Service/Value of Recycled Materials retained by customer: RMC hauled and exchanged by customer		0.00 Each Haul	
Rates for Dumpsters/Mechanical Containers per month		(Sales taxes will be added)	
Times per week			
Size / yd	Rental	Tax	<u>1</u> <u>2</u> <u>3</u> <u>4</u> <u>5</u>
	12.45	0.75	69.92 143.97 217.35 276.14 346.90
1	12.09	0.73	67.88 139.78 211.02 268.10 336.80
	14.20	0.85	138.32 280.28 425.50 581.23 747.41
2	13.79	0.83	134.29 272.12 413.11 564.30 725.64
	26.22	1.57	203.97 416.55 636.45 873.10 1126.80
3	25.46	1.53	198.03 404.42 617.91 847.67 1,093.98
	29.18	1.75	269.62 552.85 845.91 1155.96 1485.61
4	28.33	1.70	261.77 536.75 821.27 1,122.29 1,442.34
	38.52	2.31	400.93 825.42 1264.83 1720.17 2199.49
6	40	4	25 38 27.99 70.07 35.43
	47.85	2.87	532.28 1098.06 1690.56 2327.34 2988.48
8	46	9	78 066.08 41.32 59.55 01.44
Dumpster Locking Mechanisms		3.00/month	
Producers who request that their mechanical containers be temporarily removed shall be charged for removal and re-delivery of the container.		41.25 42.50 Each Move	
Rates for Solid Waste Processing Facility Access Service			
A. Transfer Station Tipping Fee (MSW)		84.55 88.25 /per ton	
B. Compost Materials		No charge	
C. Clean Wood Waste		No charge	
D. Inert/Demolition Materials (NMSW)		34.50 36.00 /per ton	
E. Mixed Materials (combination MSW/NMSW)		59.65 62.30 /per ton	
F. Minimum Fee – MSW, NMSW or Mixed – includes 200 lbs MSW or 460 lbs NMSW or 280 lbs Mixed		10.00 per trip	
G. Large Appliances		6.90 ³ /each	
H. Appliances that do not have the Chloro-Fluoro Carbon removed, and do not have a certified removal sticker		25.55 per appliance	
I. Vehicle Bodies		43.35 each	
J. Tires		157.95 per ton	
K. Asbestos		167.50 per ton	
The foregoing rates are not all-inclusive. The City may establish and/or change rates for unique or special waste.			
Special hauls			
A. Pickup truck when requested by customer from landfill to City		80.95 83.40 plus tipping fee	
B. Packer truck when requested by customer			
1. On day of service		69.35 71.45 plus tipping fee	
2. From landfill to City		143.25 147.55 plus tipping fee	
C. Roll-off unit			
Container Size	Rental Rate One time or Exchange	Per Trip (Plus Tipping Fee)	Rental rate per day after the first five working days
	12.90	108.95	17.55
22 yd.	<u>13.30</u>	<u>112.20</u>	<u>18.10</u>

30 yd.	17.55 <u>18.10</u>	108.95 <u>112.20</u>	17.55 <u>18.10</u>	
45 yd.	17.55 <u>18.10</u>	108.95 <u>112.20</u>	17.55 <u>18.10</u>	
D. Deposit for Roll-off Unit or Temporary Mechanical Container				100.00
Special haul rates shall be charged for collection and disposal of dead animals.				
Rate for hazardous wastes and for infectious and potentially harmful waste shall be the actual cost for such service as billed by the City, plus 10% for administrative costs.				
1. Latah County residents are allowed to dispose of appliances at no charge, unless CFC has not been removed and certified.				
2. Latah County residents are allowed to dispose of up to 100 pounds of tires without charge.				
Community Events				
Moscow Farmers Market 26 Week Season, May through October <i>(Effective 2018 Market Season)</i>				
A.	Registration and Service	Daily Full Booth	Daily Shared Booth	Daily Table Space
Tier 1				
Attend 1-8 markets	15.00	30.00	18.00	12.00
Tier 2				
Attend 9-17 markets	50.00	20.00	12.00	8.00
Tier 3				
Attend 18-26 markets	125.00	15.00	9.00	6.00
B. Youth Vendor (exempt from registration fee)				6.00/day
C. Corner Space				5.00/day
D. Electrical Hookup				10.00/day
E. Truck Parking				11.00/day
F. Performance Art Space				7.00/day
G. Sponsorships				up to 5,000
Arts Department				
Artwalk				
1. Business				80.00
2. Non-Profit and Art Studio				40.00
3. Artist				20.00
4. Main Street Food Vendor				60.00
5. Sponsorships				up to 5,000
Art Department Facilitating Artwork Sales				Per Artist Contract

PUBLIC WORKS/FINANCE COMMITTEE AGENDA**Meeting Date:** 07/23/2018**Title:** Trindera Engineering Master Agreement for Professional Services**Responsible Staff:** Tyler Palmer

Information

DESCRIPTION: The Public Works Department wishes to retain the firm of Trindera Engineering, Inc., of Coeur d'Alene, Idaho from our consultant roster so that future design services for which the firm is selected may be contracted through a Task Order Agreement. The attached Master Services Agreement will allow the City to retain Trindera for ongoing and upcoming design work.

STAFF RECOMMENDATION: Recommend Council approval of the Master Services Agreement for professional services by Trindera Engineering, Inc.

PROPOSED ACTION: Recommend Council approval of the Master Services Agreement for professional services by Trindera Engineering, Inc., or provide staff further direction.

Necessary Resources/Impacts

N/A

Attachments

MasterAgreement;TrinderaEngineering;(2018)

**MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN CITY OF MOSCOW, IDAHO
AND TRINDERA ENGINEERING, INC.**

THIS MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND TRINDERA ENGINEERING, INC. (hereinafter "Agreement"), shall become effective the ____ day of _____, 2018, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Trindera Engineering, Inc., 1875 North Lakewood Drive, # 300, Coeur d'Alene, Idaho, 83814 (hereinafter "ENGINEERS").

INTRODUCTION

WHEREAS, CITY has a need for professional engineering services, to be defined by individual Task Orders, which will set forth Specific Services, Time of Performance, and Payment; and

WHEREAS, ENGINEERS are specially trained, experienced, and competent to perform, and have agreed to provide such Services;

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

TERMS AND CONDITIONS

1. Scope of Services:

1.1 Upon execution of this Master Agreement AND any associated Task Order(s) and receipt of CITY's written notice to proceed, ENGINEERS shall comply in all respects and perform and furnish to CITY all Services listed in any corresponding Task Order(s) incorporated herein by this reference, together with any amendments that may be agreed to in writing by the Parties.

1.2 All documents or materials acquired or produced by ENGINEERS in conjunction with the Project shall become the property of, and be delivered to CITY, without any restrictions or limitations with respect to their further use thereof. All documents or materials prepared for CITY shall not be distributed by ENGINEERS, sub-engineers, their agents, representatives or employees, to any third party without the express written consent of CITY. Use of these documents by CITY on any other project, without written verification or adaptation by ENGINEERS for the specific purpose intended, will be at CITY's sole risk and shall be without liability or legal exposure to ENGINEERS. CITY shall indemnify and hold harmless ENGINEERS from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the use of such documents. Any verification or adaptation requested by CITY to ENGINEERS will entitle ENGINEERS to further compensation at rates to be agreed upon by CITY and ENGINEERS.

1.3 ENGINEERS shall provide Services and work under this Agreement consistent with the requirements and standards established by applicable Federal, State and Local laws, ordinances, regulations, and resolutions. ENGINEERS represent and warrant that ENGINEERS will perform work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement, and resulting Task Order(s) in effect at the time of performance of this Agreement, and associated Task Order(s). Except for that representation and any representations made or contained in any proposal submitted by ENGINEERS and any reports or opinions prepared or issued as part of the work performed by ENGINEERS under this Agreement, ENGINEERS make no other warranties, either express or implied, as part of this Agreement.

1.4 Services and work provided by ENGINEERS at CITY's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the Parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the Parties.

2. Consideration

2.1 ENGINEERS shall perform the Services for a Not-To-Exceed total amount as outlined in any corresponding Task Order.

2.2 ENGINEERS shall provide CITY with a monthly statement, as Services warrant, of fees earned and costs incurred for Services provided during the billing period, which CITY will pay within thirty (30) days of receipt of a correct invoice and approval by CITY. CITY will not withhold any Federal or State Income Taxes or Social Security Tax from any payment made by CITY to ENGINEERS under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of ENGINEERS.

2.3 Except as expressly provided in this Agreement and any corresponding Task Orders, ENGINEERS shall not be entitled to receive from CITY any additional consideration, compensation, salary, wages, or other type of remuneration for Services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, ENGINEERS shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.4 Any out-of-town travel required by individual Task Orders must be pre-approved by the Project Manager and included in such Task Orders. All travel expenses, if the Parties expressly agree, will be reimbursed at cost, per CITY's existing travel policy. Any requested travel related/meal reimbursement must be accompanied by itemized receipts.

For the purposes of this Agreement and resulting Task Orders, travel between the ENGINEERS' offices and the Project site is not considered out-of-town travel.

3. Time of Performance:

This Agreement shall become effective upon execution by both Parties, and shall remain in effect until October 1, 2020, at which time the Agreement shall automatically renew annually on October 1, 2020 for two (2) additional one (1) year periods unless sooner terminated in writing.

4. Independent Contractor:

4.1 In all matters pertaining to this Agreement, ENGINEERS shall be acting as an independent contractor, and neither ENGINEERS nor any officer, employee or agent of ENGINEERS will be deemed an employee of CITY. Except as expressly provided in Exhibit "A", ENGINEERS have 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.

4.2 ENGINEERS shall determine the method, details and means of performing the work and Services to be provided by ENGINEERS under this Agreement. ENGINEERS shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of ENGINEERS in fulfillment of this Agreement.

5. Indemnification and Insurance:

ENGINEERS shall indemnify, defend, and hold harmless CITY, and its officers, agents, and employees 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, arising out of, resulting from, or in connection with the negligent acts and/or errors or omissions by ENGINEERS, ENGINEERS' servants, agents, officers, employees, guests, and business invitees, and not caused by or arising out of the tortuous conduct of CITY or its employees. ENGINEERS shall maintain, and specifically agree that ENGINEERS will maintain, throughout the term of this Agreement, liability insurance in the minimum amounts as follow: General Liability One Million Dollars (\$1,000,000) per incident or occurrence, Professional Liability/Professional Errors and Omissions One Million Dollars (\$1,000,000) aggregate, Automobile Liability Insurance One Million Dollars (\$1,000,000) per incident or occurrence. ENGINEERS shall maintain, in full force and effect, Workers' Compensation Insurance, in the statutory limits as required by law for ENGINEER and any agents, employees, and staff that ENGINEER may employ, and provide proof to CITY of such coverage. CITY shall be named as an additional insured on both General Liability and Automotive policies. The limits of insurance shall not be deemed a limitation of the covenants to indemnify, defend, and hold harmless CITY; and if CITY becomes liable for an amount in excess of the insurance limits, herein provided, ENGINEERS covenant and agree to indemnify, defend, and hold harmless CITY from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, arising out of, resulting from,

or in connection with the negligent performance of this Agreement by ENGINEERS or ENGINEERS' officers, employees, agents, representatives or subcontractors, and resulting in or attributable to personal injury, death, or damage, or destruction to tangible or intangible property. ENGINEERS shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing ENGINEERS' compliance with the requirements of this paragraph and file such proof of insurance with CITY at least ten (10) days prior to the date ENGINEERS begin performance of ENGINEERS obligations under this Agreement. In the event the insurance minimums are changed, ENGINEERS shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to CITY Engineer with a copy to CITY's Finance office, and the City Clerk, 206 East Third Street, P O Box 9203, Moscow, Idaho, 83843.

6. **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:

ENGINEERS

Trindera Engineering, Inc.
Grady Weisz, P.E.
1875 North Lakewood Drive, #300
Coeur d'Alene, ID 83814
(208) 676-8001
gweisz@trindera.com

CITY

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

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

7. **Assignment:** It is expressly agreed and understood by the Parties hereto, that ENGINEERS 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.
8. **Discrimination Prohibited:**
Employment Discrimination: It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. ENGINEERS shall not discriminate against any employee or applicant for employment. ENGINEERS's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. ENGINEERS agree to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

9. Reports and Information:

9.1 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.

9.2 ENGINEERS 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, photostatic, 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.

10. **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 ENGINEERS' records with respect to all matters covered by this Agreement. ENGINEERS shall permit CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
11. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
12. **Compliance with Laws:** In performing the Scope of Services required hereunder, ENGINEERS shall comply with all applicable laws, ordinances, and codes of Federal, State, and Local governments.
13. **Public Information:** Pursuant to Idaho Code Section 74-102, *et seq.*, information or documents received from ENGINEERS may be open to public inspection and copying unless exempt from disclosure. ENGINEERS 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. ENGINEERS shall indemnify and defend the CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and lawsuits whatsoever, for honoring such a designation or for ENGINEERS' failure to designate individual documents as exempt. ENGINEERS' 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.
14. **Changes:** CITY may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEERS' compensation, which are mutually agreed upon by and between CITY and ENGINEERS, shall be incorporated in written amendments to this Agreement.

15. Termination:

15.1 If, through any cause, ENGINEERS, ENGINEERS' officers, employees, or agents fail to fulfill in a timely and proper manner ENGINEERS' obligations under this Agreement, violate any of the covenants, agreements, or stipulations of this Agreement, falsify any record or document required to be prepared under this Agreement, engage 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 ENGINEERS of such termination and specifying the effective date of said termination. ENGINEERS to be compensated for all work performed up to date of termination. ENGINEERS may terminate this Agreement at any time by giving at least sixty (60) days' notice to CITY.

15.2 In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by ENGINEERS under this Agreement shall, at the option of CITY, become CITY's property, and ENGINEERS shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

15.3 Notwithstanding the above, ENGINEERS shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by ENGINEERS, and CITY may withhold any payments to ENGINEERS for the purposes of set-off until such time as the exact amount of damages due CITY from ENGINEERS is determined. This provision shall survive the termination of this Agreement and shall not relieve ENGINEERS of ENGINEERS' liability to CITY for damages.

- 16. 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.
- 17. Advice of Attorney:** Each Party warrants and represents that, in executing this Agreement, it has received independent legal advice from its attorney(s) or the opportunity to seek such advice.
- 18. Entire Agreement:** This Agreement contains the entire agreement of the Parties and supersedes any and all other agreements or understandings, verbal or written, whether previous to the execution hereof or contemporaneous herewith.
- 19. Appropriations and Approval:** This Agreement is conditioned upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.

- 20. Resulting Task Orders and Survival:** All Task Orders resulting from this Agreement and executed by both Parties during the term of this Agreement will be bound to the terms and conditions of the Agreement until all tasks are completed and accepted by CITY, whether or not the Agreement is terminated or unless tasks are canceled via a change order.
- 21. Applicable Law:** 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. 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 reasonable attorneys' fees as determined by a Court.
- 22. Approval Required:** This Agreement shall not become effective or binding until approved by the City of Moscow.

TRINDERA ENGINEERING, INC.

CITY OF MOSCOW, IDAHO

Grady Weisz, P.E.

Bill Lambert, Mayor

Dated: _____

Dated: _____

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
 COUNTY OF _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Grady Weisz, P.E., known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for TRINDERA ENGINEERING, INC.

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

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/23/2018**Title:** Spin Dockless Bike Share Program**Responsible Staff:** Les MacDonald

Information

DESCRIPTION: Over the last several years the University of Idaho and the City of Moscow have considered the possibility of implementing a Bike Share Program within the City. During that time, the industry has expanded to include both standard docked bike share systems as well as the newer dockless bike share systems. The University has taken the lead on discussing the implementation of a dockless system on campus and is interested in having the City of Moscow participate in the program so as to provide the greatest opportunity for a successful system. The University has entered into a Memorandum of Understanding with Spin Bikes to launch a dockless system on the campus with the beginning of the 2018/2019 school year. The Committee received a briefing on the Bike Share Programs and the U of I Program at the July 9, 2018 meeting and provided Staff direction to further explore a possible citywide program and the development of a Memorandum of Understanding (MOU) Agreement for that purpose. The attached memo includes details on the issues addressed by the attached Draft MOU.

STAFF RECOMMENDATION: Discuss the potential for implementing a citywide Dockless Bike Share Program, review the Draft Memorandum of Understanding, and convey the information to the City Council for consideration, or provide Staff further direction.

PROPOSED ACTIONS: Discuss the potential for implementing a citywide Dockless Bike Share Program, review the Draft Memorandum of Understanding, and convey the information to the City Council for consideration, or provide Staff further direction.

Necessary Resources/Impacts

N/A

Attachments

Spin Bike Share Memo 7-19-18

Spin Campus Overview

Spin draft MOU;(pm4)

City of Moscow Public Works Department

Memo

To: Gary Riedner, City Supervisor
From: Les MacDonald, Public Works Director
Date: July 19, 2018
Re: SPIN Dockless Bike Share Program

Gary, at the Public Works/Finance Committee meeting on July 9, 2018 I provided a briefing to the Committee about Bike Share Programs. This included discussion on the different types of programs, the different vehicles that are used in the programs, and the manner in which most programs operate. There was also discussion regarding the upcoming launch of a SPIN Dockless Bike Share program on the University of Idaho campus in the month of August. At the meeting the Committee expressed interest in exploring further a citywide Bike Share Program. This memo is intended to provide a general description of the proposal from SPIN Bikes to expand the UI Bike Share program citywide. A draft memorandum of understanding (MOU) has been prepared for Committee consideration to address the details of such a program.

UI SPIN Bike Share Program

The University Program will include the introduction of 100 SPIN standard bicycles in mid-August in preparation for the Fall Semester. This will be the beginning of a one-year long pilot program to test the viability of the bike share system on the campus. Depending on the success of the program launch, additional bicycles may be added as determined by user demand. The UI program also anticipates the addition of 50 to 75 Electric Scooters (E-Scooters) during the spring of 2019. The delayed launch of the Scooters is in recognition of the questions that surround their use on City rights of way. At this time, the program does not anticipate the introduction of Electric Assist Bicycles (E-Bikes) during the first year.

Citywide Bike Share Program

During the development of the UI Bike Share Program there was much discussion about the desirability of expanding the program citywide. The success of the UI Program is likely to be hampered by the limitation of the system to on campus areas. An expansion to a citywide program would allow for origin and termination of rides to be anywhere within the City service area rather than just within the confines of the campus boundary. It will also resolve potential complications regarding the use of the Bike Share program on City right of way that is located

within the campus, such as on Sixth Street. The draft Memorandum of Understanding provides for the expansion of the UI Program citywide by allowing the use of the SPIN system on City rights of way. There are a number of items addressed within the MOU that are intended to address common issues identified with bike share programs. They are summarized below:

Pilot Term: The MOU grants SPIN a one year revocable and non-transferrable license to operate a pilot stationless personal mobility share program. The term may be extended by mutual written consent of both parties.

Termination: The MOU Agreement may be terminated at any time for any reason with a 30-day notice.

Use of City Right of Way: The MOU expressly provides permission for SPIN to operate a Dockless Bike Share program upon City rights of way. A license is granted to SPIN for this purpose which can be revoked by the City at any time in accordance with the terms specified within the MOU.

Condition and Care of City Right of Way: The City makes no representation as to the condition of the right of way or its suitability for use by SPIN.

Personal Mobility Vehicle Parking: The MOU requires that users of the bike share vehicles park them in an orderly and legal manner in rights of way on hardscape surfaces without impeding ADA or pedestrian movement or at or near bike racks. Parking on private property will be allowed at the discretion of the property owner. If vehicles are parked in a manner which is unsafe or detrimental to the use of the public right of way provisions are included in the MOU which require SPIN to remove or relocate the vehicles within one hour of being notified between the hours of 6:00 a.m. and 9:00 p.m. Notifications received outside of these hours are required to be addressed by 7:00 a.m. of the next operating period (i.e. notice prior to midnight addressed on the next day, notice after midnight addressed on the same day).

Vehicle Types: The MOU allows for the use of SPIN standard bikes starting on August 13, 2018. The future addition of E-Scooters or E-Bikes is not allowed without prior written authorization by the City. This will provide the City time to further assess how to address the use of E-Scooters on public rights of way and the use of electric assist vehicles on the Paradise Path system which is currently not allowed under the prohibition of motorized vehicles.

Transportation Commission Review

The Transportation Commission discussed the concept of a citywide bike share program for Moscow at their meeting on July 12, 2018. The Committee supports developing such a program for standard bicycles. There were a number of questions identified regarding the E-Scooters which the Committee recommends be further examined prior to approval of their use in the City.

Please let me know if you have any questions or need additional information.

Why Spin?

Spin is America's leading dockless bike share network spreading from Seattle to Washington D.C. With over 600,000 rides and counting, Spin is turning into a mobility solution for universities by offering an accessible, affordable, and sustainable mode of personal transportation. Each bike can be unlocked by a QR scanner within our app and riders can end trips at any locations.



No Cost

Spin provides a stationless bike sharing solution at **zero cost** to the university. We take care of the cost of the bikes, and hire a local operations team to handle maintenance.



Customizable Mobility Stack

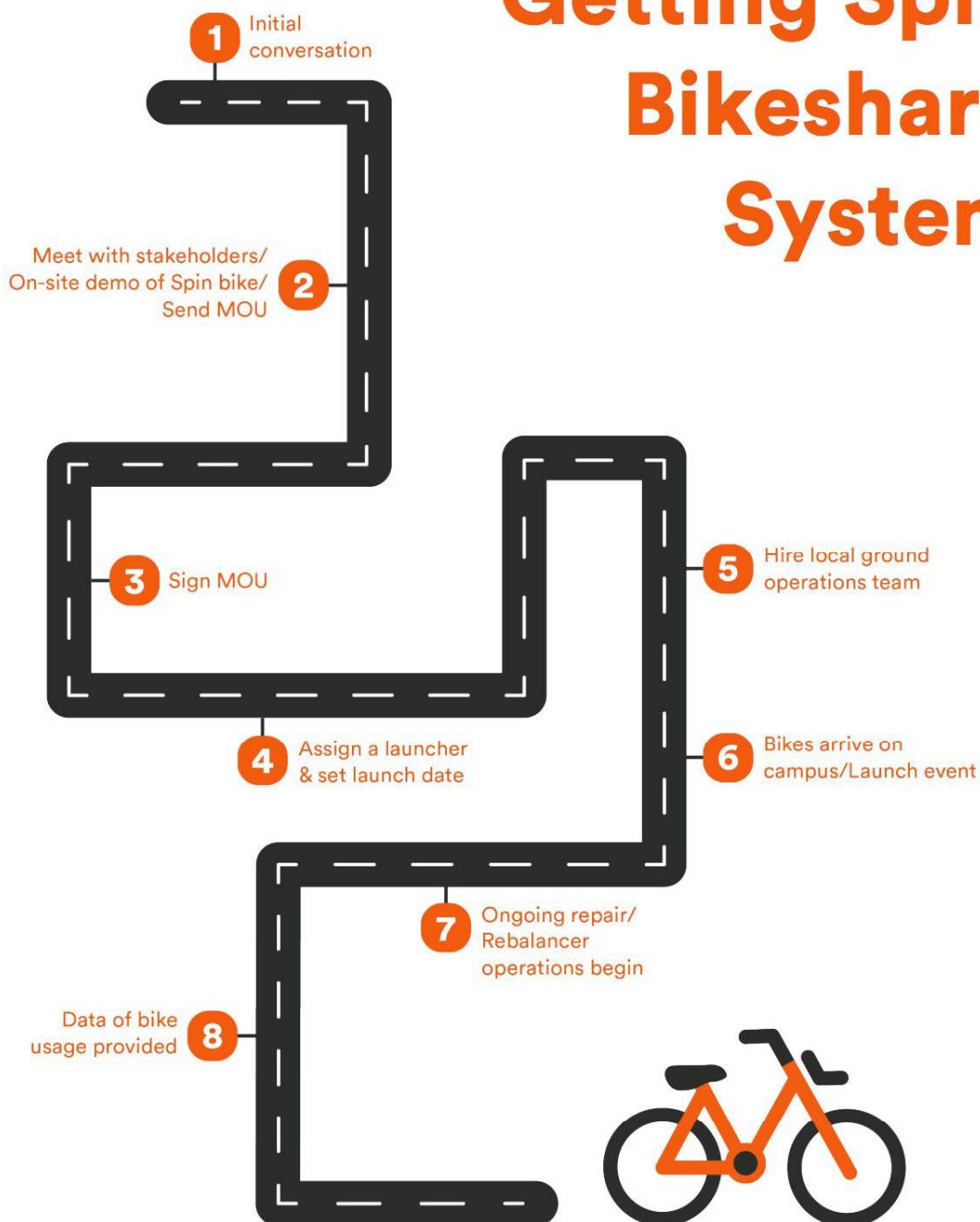
Our transportation experts will help design the perfect deployment of stationless bikes for your campus. With over 12,000 bikes in circulation our team understands the importance of tailoring to every campus.



Partner-First

From the moment a campus partnership begins, we strive to be part of the campus bike culture by working hand-in-hand with the administrators and student governments to facilitate the smoothest operation possible.

Steps for Getting Spin Bikeshare System



The Bike

SPIN V3



Durable product life

cost effective, durable.

Built by the manufacturer of leading American bicycle brand Schwinn.

Efficient technology

Solar powered lock with 2G/GPS/Bluetooth LE

Continuous iteration

V4 Bike - Designing

Lock LTE & BT, improved battery life

Parking



parking zones



no parking zones

In order to encourage good parking, Spin can add preferred parking pins to the app to educate riders where to park. Additionally, campuses can design customized geo-fenced areas where bike parking may be restricted.

When a new rider unlocks a bike for a ride, they will be asked by the app to rate the parking job by the previous rider. Using a thumbs up or thumbs down vote, previous riders will be rated, with warnings and possible restrictions assigned to habitually bad parkers.



rate parking

Case Study

CAMPUS

Furman University

"I'm always in a rush going to class. I have a car on campus but I live in North Village and it still puts me in a rush because the parking is far across the street. With Spin, I can pull a bike right up to my classroom building."

— Shannon, Furman Senior

"I don't have a car on campus so literally any time I'm on campus and I'm going to SoHo or the PAC and it's far away, I'm gonna use the bike. Already used it twice this week."

— William, Furman Sophomore

Bike Metrics (10/10-10/31)

# of Unique Riders	656
Total # of Rides	4545
Ave. # Rides per Bike per Day	3.5
# of Bikes Rebalanced/Repaired	420



Spin have an estimate of 90 bikes on campus.

Press

Furman taking dockless bike-share program for a Spin

<https://greenvillejournal.com/2017/11/01/furman-taking-dockless-bike-share-program-spin/>

Bikeshare Company Spin Rolls Out New Mode of Transportation

<https://furmannewspaper.com/2017/10/19/bikeshare-company-spin-rolls-out-new-mode-of-transportation/>

Furman Takes Bike Sharing For a "Spin"

<http://www.greenvillebusinessmag.com/2017/11/06/159583/furman-takes-bike-sharing-for-a-spin->



MEMORANDUM OF UNDERSTANDING
SERVICES AGREEMENT FOR PERSONAL MOBILITY VEHICLES
BETWEEN CITY OF MOSCOW AND SPIN

THIS SERVICES AGREEMENT FOR PERSONAL MOBILITY VEHICLES (hereinafter “Agreement”) is made this ____ day of _____ 2018, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “City”) and Skinny Labs Inc., dba Spin, 435 China Basin Street, Unit 421, San Francisco, California, 94158 (hereinafter “SPIN”). CITY and SPIN are each individually referred to as a “Party,” and collectively, the “Parties.”

RECITALS

WHEREAS, CITY wishes to provide safe, convenient and affordable multimodal transportation options to all citizens and residents; and

WHEREAS, CITY wishes to reduce traffic and parking congestion and maximize carbon-free mobility; and

WHEREAS, SPIN proposes to operate a stationless personal mobility share program within CITY; and

WHEREAS, personal mobility share services are a component to help CITY achieve its transportation goals, and CITY desires to make personal mobility share services available to residents and those who work in CITY; and

WHEREAS, SPIN will abide by all CITY ordinances and rules governing the use of public right of way to efficiently and effectively provide personal mobility share services; and

WHEREAS, SPIN possesses GPS, cell connectivity, and self-locking technology in its stationless personal mobility vehicles, such that its vehicles may be locked and unlocked by users with a smart phone application, and tracked to provide for operations and maintenance.

NOW, THEREFORE, for and in consideration of the mutual covenants and representations set forth in this Agreement, CITY and SPIN hereby agree to launch a pilot stationless personal mobility share program for SPIN’s standard bicycles as follows:

AGREEMENT

1. Pilot Term. Pursuant to the terms of this Agreement, CITY hereby gives SPIN a revocable and non-transferrable license to utilize the CITY right-of-way in order to provide personal mobility share services within CITY. For purposes of this Agreement, the term right-of-way refers to sidewalks, roads, thoroughfare, and other pathways owned and maintained by CITY. CITY

hereby grants SPIN the right to operate a pilot stationless personal mobility share program for a term of up to twelve (12) months. Upon conclusion of the initial twelve (12) months, such pilot program may be extended by mutual written agreement. This Agreement shall commence on August 13, 2018, (the “Commencement Date”) and shall continue per the terms stated in this Agreement, unless earlier terminated as described below.

2. Termination. This Agreement may be terminated at any time, upon the occurrence of any of the following conditions:
 - a. Upon delivery of written notice from CITY to SPIN, or vice versa, terminating this Agreement for any reason, or for no reason, by giving at least thirty (30) days notice of such termination; or
 - b. An attempt to transfer or assign this Agreement.

Upon the effective date of termination of this Agreement, SPIN shall remove all vehicles covered in this Agreement from CITY limits, excluding the University of Idaho campus area that is permitted in a separate Agreement between SPIN and the University of Idaho, and restore all CITY rights-of-way to the condition of CITY’s rights-of-way at the Commencement Date of this Agreement.

3. License to Use CITY’s rights-of-way. CITY grants SPIN a license to use the public rights-of-way solely for the purposes of maintaining and offering its personal mobility vehicle fleet within CITY. Authority to utilize CITY’s rights-of-way for this fleet is dependent on compliance with all terms of this Agreement. This license is not a lease or an easement, and it is not intended and shall not be construed to transfer any real property interest in CITY property.
4. Condition of CITY’s rights-of-way.
 - a. CITY makes the public right-of-way available to SPIN in an “as is” condition. CITY makes no representations or warranties concerning the condition of the public right-of-way or its suitability for use by SPIN or its customers, and it assumes no duty to warn either SPIN or its customers concerning conditions that exist now or may arise in the future.
 - b. CITY assumes no liability for loss or damage to SPIN’s personal mobility vehicles or other property. SPIN agrees that CITY is not responsible for providing security at any location where SPIN’s vehicles are stored or located, and SPIN hereby waives any claim against CITY in the event SPIN’s vehicles or other property are stolen, lost or damaged.
 - c. CITY will notify SPIN @support.pm, through SPIN’s customer service application portal listed in Exhibit “A”, or through another agreed upon mechanism, for any SPIN vehicle that is found to be adversely affecting the CITY’s rights-of-way or otherwise parked or left in a disorderly manner. SPIN shall be responsible to correct improperly parked or left personal mobility vehicles within the timeframes listed in Exhibit “A”.
5. Maintenance and Care of Portion of CITY’s rights-of-way. SPIN expressly agrees to repair, replace, or otherwise restore any part or item of real or personal property that is damaged, lost, or destroyed as a result of SPIN’s use of CITY’s rights-of-way. Should SPIN fail to repair, replace, or otherwise restore such real or personal property, SPIN expressly agrees to promptly pay CITY’s costs in making such repairs, replacements, or restorations.

6. Permitted Use. SPIN customers may use the public right-of-way solely for parking of personal mobility vehicles owned and maintained by SPIN for use in this pilot share program. SPIN shall not place or attach any personal property, fixtures, or structures to CITY's rights-of-way without the prior written consent of CITY.
 - a. Use of the rights-of-way, and SPIN's operations within the CITY, shall, at a minimum (a) not adversely affect CITY's rights-of-way or CITY's streets or sidewalks; (b) not adversely affect the property rights of any third parties; (c) not inhibit ADA/pedestrian movement within the public way or along other property or rights-of-way owned or controlled by CITY; and (d) not create conditions which are a threat to public safety and security.
 - b. Upon termination of this Agreement by either party, SPIN shall, at its sole cost and expense, immediately remove its property from CITY's rights-of-way.
7. Cooperation with CITY. Prior to the effective date of this Agreement, SPIN shall supply CITY with a map of its proposed stationless personal mobility vehicle parking locations ("Parking Maps") which maps are attached hereto and incorporated herein as "Exhibit B", to be reviewed and approved by CITY, which approval shall not be unreasonably withheld, conditioned, denied, or delayed. SPIN will work in good faith with CITY to establish parking and no parking zones, and determine where the use of geofencing or other technology to restrict parking will be required. SPIN and CITY may need to revise the Parking Maps depending on the use and any issues that may arise after the pilot program is implemented.
8. Personal Mobility Vehicle Parking. SPIN's personal mobility vehicles may be parked by individuals participating in the stationless personal mobility share program in an orderly and legal manner in rights-of-ways on hardscape surfaces only without impeding ADA or pedestrian movement areas/access or at or near bike racks. Vehicles parked on private property will be allowed at the discretion of the private property owner. SPIN will actively manage the vehicle fleet to ensure orderly parking and the free and unobstructed use of CITY's rights-of-way. CITY, at its own discretion, may choose to support the personal mobility sharing program with the installation of additional parking racks, painted parking spots, and/or recommended parking spots without racks or painting.
9. Compensation and Fees. This program is at no cost to CITY. SPIN will receive compensation from the individual users of the personal mobility vehicles. Prior to deployment, SPIN will obtain a license for each personal mobility vehicle and pay the standard licensing fees.
10. Operations and Maintenance. SPIN shall be responsible to maintain the Personal Mobility Fleet as set forth in Exhibit "A". SPIN shall be solely responsible for all maintenance and service costs in order to maintain the Personal Mobility Fleet and associated maintenance to a minimum level of service and reporting as outlined in Exhibit "A".
11. Enforcement. SPIN acknowledges and agrees that a failure to correct improperly parked personal mobility vehicles within the timeframes listed in "Exhibit A" may present a public safety concern or constitute a public nuisance, which may require immediate attention or abatement by CITY public safety or traffic officials. Accordingly, SPIN agrees to reimburse CITY for any costs expended to address, remove, correct or otherwise abate any condition caused or permitted to exist in violation of this Agreement or violation of any laws.

12. Indemnification. SPIN shall defend, pay, indemnify, and hold harmless CITY, its officers, officials, employees, agents, invitees, and volunteers (collectively "CITY Parties") from all claims, lawsuits, actions, damages, demands, costs, or expenses of any kind or nature by, or in favor of, anyone whomsoever and from and against any and all costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury, or property damage arising directly or indirectly out of or from or on account of:
- a. Any occurrence upon, at, or from CITY's rights-of-way or occasioned wholly or in part by the entry, use, or presence upon CITY rights-of-way by SPIN or by anyone making use of CITY's rights-of-way at the invitation or sufferance of SPIN, except such loss or damage which was caused by the sole negligence or willful misconduct of CITY.
 - b. Use of SPIN's personal mobility vehicles by any individual, regardless of whether such use was with or without the permission of SPIN, including claims by users of the vehicles or third parties.
13. Insurance. Prior to beginning, and continuing throughout the term of this Agreement, SPIN, at its sole cost and expense, shall furnish CITY with certificates of insurance evidencing that SPIN has obtained and maintains insurance in the following amounts:
- a. Workers' Compensation that satisfies the minimum statutory limits.
 - b. Commercial General Liability and Right of Way Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations, and contractual liability coverage.
 - c. Comprehensive automobile insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles. All insurance policies shall be written on a per occurrence basis and shall name CITY Indemnitees as additional insureds while any CITY insurance shall be secondary and in excess to SPIN's insurance. If SPIN's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this Agreement so as to not prevent any of the Parties to this Agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.
14. Modification or Amendment of Agreement. SPIN and CITY understand that matters not presently contemplated in this Agreement will necessarily be involved in the future administration of this Agreement. This Agreement may be modified in writing by the agreement of SPIN and CITY at any time. No change or modification to this Agreement shall be valid unless it is in writing and signed by both Parties.

15. Compliance with Applicable Federal, State, and Local Laws. This Agreement is performed in Moscow, Latah County, Idaho, and is subject to all applicable Federal and State Laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any Federal, State, or Local government authority having or asserting jurisdiction. SPIN, at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of CITY's rights-of-way and the operation of its stationless personal mobility share program, including, but not limited to, laws governing the operation of bicycles, electronic bicycles, and electronic scooters, if applicable. If any license, permit, or other governmental authorization is required for SPIN's lawful use or occupancy of CITY's rights-of-way or any portion thereof, SPIN shall procure and maintain such license, permit, and/or governmental authorization throughout the term of this Agreement. CITY shall reasonably cooperate with SPIN, at no additional cost to CITY, such that SPIN can properly comply with this Section and be allowed to use CITY's right-of-way as specified herein.
16. Entire Agreement. This Agreement and Exhibits referenced herein, if any, constitute the entire understanding between the Parties with respect to the subject matter hereof and may be amended at any time only upon mutual written Agreement of the Parties. Any notice to either Party shall be sent to the Parties at the addresses set forth herein by certified mail, return receipt requested or overnight mail service, with proof of delivery.
17. Applicable Law and Venue. 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.
18. No Waiver. Failure or delay on the part of CITY or SPIN to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.
19. No Joint Venture and No Joint Powers Agreement. Nothing contained in this Agreement shall be in any way construed as creating, expressing or implying that the Parties hereto have joined together in any joint venture partnership or agency relationship between or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.
20. Successors and Assigns. This Agreement is not assignable or delegable by either Party in whole or in part, without the express prior written consent of the other Party.
21. Severability. The illegality, invalidity or unenforceability of any term, condition, or provision of this Agreement shall in no way impair or invalidate any other term, condition, or provision of the Agreement. All such other terms, conditions, and provisions shall remain in full force and effect.
22. Communication Between Parties. CITY and SPIN hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information and make decisions regarding this Agreement on behalf of their respective Parties, except as expressly limited herein.

SPIN

Skinny Labs Inc.
Ted Sweeney

CITY

City of Moscow, Idaho
Les MacDonald, Public Works Director
P O Box 9203
Moscow, ID 83843
(208) 883-7028
Facsimile: (208) 883-7033

23. NON-DISCRIMINATION. Employment Discrimination: It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. SPIN shall not discriminate against any employee or applicant for employment. SPIN's actions under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. SPIN agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.
24. Counterparts. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same Agreement.
25. Required Reports. SPIN shall provide reports to CITY concerning utilization of its personal mobility vehicles and route usage not less than quarterly.

Executed the _____ day of _____, 2018.

SPIN

CITY

City of Moscow, Idaho

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for _____.

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

Attachment: Spin draft MOU;(pm4) (1776 : Spin Dockless Bike Share Program)

EXHIBIT “A”

SPIN Operations and Maintenance Plan
Stationless Personal Mobility Vehicle Pilot Program
City of Moscow, Idaho (“CITY”)

FLEET SIZE

SPIN will deploy an initial fleet of 100 personal mobility vehicles (standard bicycles), over the course of the first two weeks of the pilot program. The vehicles will initially be deployed with an emphasis on transit stations, commercial areas, and denser residential areas, to help guide distribution based on user demand and usage trends.

SPIN will not deploy any electronic assist bicycles or electronic scooters without prior written authorization of CITY.

PLACEMENT PLAN

SPIN plans to initially deploy ___ personal mobility vehicles at key transit stations, commercial zones, and denser residential areas, where SPIN vehicles may help address “last mile” transportation issues. SPIN will also work with the City to determine where to initially deploy the personal mobility vehicles. SPIN’s nimble and flexible operations can adjust vehicle deployment and distribution based on user demand and usage data.

Furthermore, SPIN will work with transit agencies to determine areas at transit stations where SPIN vehicles can be placed, as well as work with companies in CITY to locate SPIN distribution points, in addition to locating SPIN vehicles on public rights-of-way.

SPIN’s ground operations team will place SPIN vehicles in a neat fashion on sidewalks at least 8 (eight) feet wide and at or near racks and corrals. SPIN will ensure that personal mobility vehicles are not obstructing pedestrian or motor vehicle traffic.

USER EDUCATION

SPIN believes that the most effective, consistent, and efficient method of providing important notices and educating users is through SPIN’s app. Any SPIN user may utilize the app, helping to ensure important information is seen and acknowledged (as opposed to stickers or physical signs that may be unseen or become damaged or lost).

New SPIN users will receive informational pop-ups when they use SPIN’s app to take a ride for the first time. The pop-ups will require the new users to affirmatively dismiss the pop-ups in order to proceed. The informational pop-ups will include (a) reminders about applicable bicycle and scooter laws; and (b) instructions on how to park responsibly.

CUSTOMER SUPPORT

SPIN provides easy mechanisms through which users and the public can contact us to ask questions, report SPIN vehicles that are damaged or obstructing the public right of way, or otherwise. SPIN's app has a "Help" button on the user interface. The "Help" buttons enable users to report any issues via live chat, email (support@spin.pm), and phone.

SPIN vehicles display our URL, where the public will be able to easily report relocation requests via in-app messaging, email, or phone. For additional details, please see <https://help.spin.pm>.

GROUND OPERATIONS

SPIN's ground operations staff are hired locally and help ensure the safety, accessibility, and responsible placement of SPIN vehicles. The exact number of locally hired staff will depend on the fleet size in operation. The ground operations staff perform two primary functions:

- Roving
 - Inspect and tune-up vehicles.
 - Visually survey the streets and reposition obstructing vehicles.
- Rebalancing
 - Retrieve vehicles that have been marked for repair.
 - Visually survey the streets and remove obstructing vehicles.

PLACEMENT OF VEHICLES

- Vehicles will be neatly placed by SPIN staff on wide sidewalks and at or near public racks and corrals.
- Vehicles will be neatly placed such that they do not obstruct the public's rights-of-way.

RELOCATION REQUESTS

- SPIN users and the general public can report vehicles twenty-four hours a day, seven days a week (24/7) via the website or the app.
- SPIN will dispatch a ground operations member within one hour between the hours of 6:00 a.m. and 9:00 p.m., with submission of supporting evidence, to deal with vehicles reported as obstructing the public right-of-way.
- Requests received after 9:00 p.m. will be handled by 7:00 a.m. the following day.
- Requests received before 6:00 a.m. will be handled by 7:00 a.m. the same day.

MAINTENANCE AND SAFETY

- Every vehicle is inspected for safety, with a recorded inspection history.
- Vehicles reported by the public as unusable are remotely disabled and marked for safety inspection.
- All repairs are done by certified mechanics contracted by SPIN.

- Safety inspections are performed by the ground operations team, who are trained by certified mechanics. Ground operations staff inspect the following (depending on type of vehicle):

Handlebars
 Front and rear brakes
 Brake levers
 Grips
 Pedals and cranks
 Chains (including oil level)
 Chain guard
 Light
 Reflectors
 Dynamo hub
 Tires
 Bell
 Gear hub
 Gear shifts
 Lock
 Solar panels
 Basket
 Seat and seat post
 Wheel - including spokes, hub, axle
 Fender

- Tune-ups are performed on the spot by the ground operations team during safety inspections. The ground operations team is equipped with the necessary tools.
- Repairs are performed at the warehouse by certified mechanics.
- All vehicles are inspected against the above checklist, at a minimum, for:
 - Cleanliness
 - Damage
 - Secureness
 - Safe and reliable operation

REPORTING

SPIN will provide quarterly reports to CITY with aggregate usage data including:

- Number of users in the system;
- Number of trips generated for the month;
- Heat maps of usage trip showing top pick-up spots and drop-off spots;
- Average trip length and trip time.