



Public Works / Finance Committee

Regular Meeting

Laurie M. Hopkins

~Agenda~

City Clerk

www.ci.moscow.id.us

208.883.7015

Monday

4:30 PM

Council Chambers

December 10, 2018

206 E. Third St.

Action Items

**1. Approval Of Public Works/Finance Committee November 13, 2018
Minutes – Laurie M. Hopkins**

Documents:

[PWF MINUTES OF NOV 13, 2018.PDF](#)

2. Disbursement Report For November 2018 - Sarah Banks

Staff will present the Accounts Payable Report for the month ending November 2018

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

Documents:

[DISBURSEMENT REPORT FOR NOV 2018.PDF](#)

**3. ITD State/Local Agreement - 6Th Street LHSIP Project Construction -
Alisa Anderson**

On May 16, 2016, staff received notification from the Local Highway Technical Assistance Council (LHTAC) that the City was awarded funding through the Local Highway Safety Improvement Program (LHSIP) for the 6th Street Pedestrian Safety Improvements request with total project costs of \$154,409. The design of the project was completed in September 2018 and construction is scheduled for the summer of 2019. The project is located on East 6th Street from Asbury to Jefferson. The safety improvements include ADA compliant curb extensions, ADA pedestrian ramps, and high visibility thermoplastic crosswalks to support existing traffic calming measures implemented by the University of Idaho further west on 6th Street. The City has received the State/Local Agreement and the corresponding Resolution for construction.

PROPOSED ACTIONS: Recommend approval of the State/Local

Agreement and corresponding Resolution for "Construction" of the 6th Street Pedestrian Improvement, Project No. A020 (109), Key No. 20109 or provide staff further direction.

Documents:

[ITD STATE-LOCAL AGRMT 6TH ST LHSIP.PDF](#)

4. 2019 City Limits Designation – Kevin Lilly

Idaho State Code requires that all cities within the State of Idaho designate their legal corporate limits each year. In order to accomplish this, a new legal description of the corporate limits is developed at the beginning of the year that incorporates any and all changes to the City boundary that have occurred during the last calendar year. Because there were no annexations during 2018, it is not necessary to modify the legal description for the City's corporate limits. A simple acknowledgement that the limits remain the same as those adopted in 2018 under Ordinance 2018-04 will be sufficient to comply with state requirements.

PROPOSED ACTIONS: Recommend that City Council acknowledge unchanged City of Moscow corporate limits for 2019; or provide staff further direction.

Documents:

[2019 CITY LIMITS DESIGNATION.PDF](#)

5. Gotcha Mobility Bike Share Program - Tyler Palmer

Consider request to enter into an agreement with the University of Idaho and Gotcha Mobility for an ebike share program.

PROPOSED ACTIONS: Consider request to enter into an agreement with the University of Idaho and Gotcha Mobility for an ebike share program and direct staff to identify funding for the City's annual share, or provide staff further direction.

Documents:

[GOTCHA MOBILITY BIKE SHARE PROGRAM.PDF](#)

Reports

1. Third Street Bicycle/Pedestrian Bridge Report - Tyler Palmer

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

**Tuesday
November 13, 2018**

4:30 PM

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

The meeting was called to order at 4:30 PM

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

OTHERS: Mayor Bill Lambert, Council Member Gina Taruscio

STAFF: Gary J. Riedner, Sarah Banks, Leah Carlson, Mike Ray, David Schott, Mia Vowels, Laurie M. Hopkins

1. Approval of Public Works/Finance Committee October 22, 2018 Minutes – Laurie M. Hopkins

RESULT: ACCEPTED [UNANIMOUS]

AYES: Kathryn Bonzo, Jim Boland, Brandy Sullivan

2. Disbursement Report for October 2018 (ACTION ITEM) - Sarah Banks

Accounts Payable Report for the month ending October 2018. This was reviewed, signed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

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

Banks outlined the disbursements highlighting the larger payments which included Third Street Multi-modal, Mountain View grind and inlay, ICRMP insurance, and partial payment to Whitcom. The Committee approved and signed the report and asked that it be placed on the Council consent agenda.

3. Public Meeting - Proposed Lot Division at 1045 Alturas Drive (ACTION ITEM) - Leah Carlson

Stacy Smisek is requesting a lot division for a 5,644 square foot parcel of land located at 1045 Alturas Drive in the City of Moscow. The owner proposed to establish two parcels of approximately 2,730 square feet and 2,912 square feet from the original parcel. The subject property is located within the Multiple Family Residential District (R-4) where the minimum lot size for twinhome dwellings is 2,250 square feet and the minimum lot width is 25'. The two proposed lots meet both minimum lot size and lot width requirements. Property owners within 600 feet of the property have been notified of the proposed division and the site was posted seven (7) days prior to the public meeting date. This was reviewed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

PROPOSED ACTIONS: Take public comment if applicable and recommend approval of the lot division request with no conditions; or recommend approval of the lot division request with conditions; or recommend denial of the lot division request; or provide staff further direction.

Carlson introduced the item as written above and showed a few aerial photos.

Garrett Thompson, 1010 Pine Crest Rd Moscow, owns the lot to the south. He had concerns regarding rumors that the property pins were moved and submitted photos he asked to be added to the record.

Stacey Smisek, PO Box 10001 Moscow, is the applicant of the proposed lot division. The survey he

Minutes Acceptance: Minutes of Nov 13, 2018 4:30 PM (Regular Items)

submitted with the lot division request was done six months ago.

The Committee recommended approval of the lot division with no conditions and that it be placed on the Council consent agenda.

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

4. Request for Hamilton Funds for the Installation of the Itani Park Playground Equipment (ACTION ITEM) - David Schott

The Parks and Recreation Department is requesting Hamilton Funds for the installation of the Itani Park playground equipment and safety tile surfacing in an amount not to exceed \$3,000. On June 18, 2018, Council approved the purchase of playground equipment and safety tiles for Itani Park. The funding source was the Hamilton Fund, and was approved through the FY2018 budget. However, funding was not requested for the installation of the playground equipment and tiles at that time. The budgetary line item for expenses will be Capital Projects 350-165-30-770-76. Staff anticipates the concrete pad and accessible pathway to be completed in the spring of 2019 when conditions allow. If approved, the playground and tiles will be installed shortly after. This was reviewed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

PROPOSED ACTIONS: Recommend approval of Hamilton Funds appropriated in FY19 for the installation of the Itani Park playground equipment and safety tiles not to exceed \$3,000 with funding source from the Hamilton Fund, or provide staff with further direction.

Schott introduced the item as written above. Having no questions, the Committee recommended approval of the funds for installation and that it be placed on the Council consent agenda.

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

5. Edible Forest Park Professional Services Agreement (ACTION ITEM) - David Schott

Staff is requesting authorization to retain Bernardo Wills Architects for conceptual planning for the Edible Forest Park at a cost of \$11,395. Services include a kick off and scoping meeting, two (2) public workshops, development of two (2) concepts, preparation of preferred alternative, meetings with the Tree Commission and Parks and Recreation Commission, and preparation of an opinion of probable cost. This unique space is intended to provide educational opportunities and an example to our community of stewardship of a public food forest. This unique space will create a sense of place and community pride for the City of Moscow for generations to come. Council approved the 4.09 acre property parkland exchange and dedication agreement on April 4, 2018. The budgetary line item for the professional service expense will be Parks and Recreation Administration (120-160-30-642-10) in the amount of \$10,000 and Parks and Recreation Parks (120-165-30-642-10) in the amount of \$1,395. If approved, staff anticipates conceptual planning and cost estimating to be completed for inclusion in the FY2020 budget requests. This was reviewed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

PROPOSED ACTIONS: Recommend approval of Bernardo Wills Architects for conceptual planning for the Edible Forest Park at a cost of \$11,395, or provide staff with further direction.

Schott introduced the item as written above. Staff will help guide the consultant on the Moscow community atmosphere. Management issues, such as what to do with the fruit, will be vetted down the road and policies will be created at that time. Sullivan asked for one of the public input sessions to be held outside of the holiday break to allow college students the opportunity to provide comments. The

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

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

6. Idaho Airport Aid Program Grant Agreement (ACTION ITEM) - Gary J. Riedner

On behalf of the Moscow-Pullman Airport, the City of Moscow has been offered matching grant assistance from the Idaho Transportation Department (ITD), Division of Aeronautics, in financing improvements to the Airport during the State of Idaho FY2019. The grant is part of ITD's regular program award to further the interest in and aeronautical purposes of public airports by assisting in the development of a statewide system of airports. The City is required to ratify the attached Grant Agreement and Resolution in order to accept the award. This was reviewed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

PROPOSED ACTIONS: Recommend ratification of the Idaho Transportation Department, Division of Aeronautics, Grant Agreement and Resolution for execution in order to accept the \$7,500 award on behalf of the Moscow-Pullman Airport, or provide staff further direction.

Riedner introduced the item as written above and explained the Pullman Moscow Regional Airport is recognized by the State of Idaho to be a commercial airport. Because of this recognition, the State does provide half funding as if the airport was in Idaho. The grant needs to be submitted by November 15, 2018. If the Committee recommends approval, the agreement would need to be ratified at City Council. Mayor Lambert commented every dollar towards the project has matching federal dollars. 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

Adjourn

The meeting was closed at 4:58 PM

Minutes Acceptance: Minutes of Nov 13, 2018 4:30 PM (Regular Items)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 12/10/2018**Title:** Disbursement Report for November 2018**Responsible Staff:** Sarah Banks

Information

DESCRIPTION: Presentation of the Accounts Payable Report for the month ending November 30th, 2018. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of \$4,248,771.91.

Payroll	\$1,012,122.00
Professional Services	247,581.00
Sanitation	321,009.00
Contractual Payments	42,317.00
Supplies	66,099.00
ACH Wells Fargo	27,095.00
Utilities	61,791.00
ITD Ach Payment	2,207,300.00
Capital Outlay	77,585.00
Capital Outlay-Improvements	48,157.00
Capital Outlay- Vehicles	15,112.00
Total	\$4,126,168.00

STAFF RECOMMENDATION: Approve report.

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

Necessary Resources/Impacts

\$4,248,771.91

Attachments

Disbursement Report FY19

Cash & Investments Balances 11_30_2018

Revenue 2019

DISBURSEMENTS REPORT FOR NOVEMBER 2018												
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
BATCH #		11/2/2018	11/8/2018	11/13/2018	11/15/2018	11/21/2018	11/29/2018		11/13/2018	11/9/2018	11/21/2018	
CHECK #'s		00001.11.2018	00002.11.2018	02000.11.2018	00003.11.2018	00005.11.2018	00006.11.2018	00004.11.2018 00007.11.2018 02000.11.2018		0100.11.2018 0101.11.2018	200.11.2018	
Fund #		89336-89386	89387-89470	89471	89472-89538	89539-89591	89592-89655	Nov CC.Ach's/ITD ACH	89471	20838-20859 20828-20837	20860-20870	
101	ACH for Wells Fargo to be Imported							2,597.57				2,597.57
105	GENERAL	16,418.06	16,235.51		20,387.99	15,065.07	24,841.20	14,326.49		294,307.54	324,301.55	725,883.41
120	STREETS	15,217.47	13,375.66		12,585.52	1,216.71	2,344.10	270.65		22,163.34	22,587.03	89,760.48
121	RECREATION AND CULTURE	5,336.03	10,117.60		7,465.67	6,893.88	10,169.03	3,093.76		47,917.61	47,071.20	138,064.78
123	MSD COMM. PLAY FIELDS		253.30		43.42	449.33		379.90		1,561.58	1,615.25	4,302.78
128	1912 CENTER		3,682.50			7,916.67						11,599.17
220	TRANSIT CENTER	236.39	46.29		1,050.77		65.29					1,398.74
230	WATER	24,590.22	10,071.41		10,135.88	1,624.45	73,207.01	2,988.24		42,916.73	44,951.47	210,485.41
240	SEWER	18,520.39	15,069.75		2,626.11	19,773.85	12,388.96	290.40		49,851.14	44,202.83	162,723.43
290	SANITATION	6,669.01	92,104.62		11.30	211,870.50	3,936.71	184.15		5,138.35	5,232.49	325,147.13
295	FLEET	3,818.40	9,110.88		8,302.64	251.78	23,669.34	353.92		12,019.27	12,230.13	69,756.36
320	INFORMATION SYSTEMS	9,702.46	72,381.64		40,159.94	8,933.27	5,475.59	2,610.28		16,779.05	17,275.36	173,317.59
330	WATER CAPITAL PROJECTS			459,517.00	27,818.00			459,517.00	(459,517.00)			487,335.00
340	SEWER CAPITAL PROJECTS			253,695.00	18,002.50			253,695.00	(253,695.00)			271,697.50
350	SANITATION CAPITAL PROJ											0.00
355	CAPITAL PROJECTS	316.60	24,034.59	1,494,088.00	35,108.31	3,674.30	17,480.76	1,494,088.00	(1,494,088.00)			1,574,702.56
380	LID CONSTRUCTION											0.00
590	HAMILTON - PARKS & REC											0.00
	BONDS & INTEREST											0.00
	TOTAL	100,825.03	266,483.75	2,207,300.00	183,698.05	277,669.81	173,577.99	2,234,395.36	(2,207,300.00)	492,654.61	519,467.31	4,248,771.91

WIRE Transfers:

_____ Kathryn Bonzo, Chair

_____ Brandy Sullivan

_____ Jim Boland

_____ Sarah L. Banks, Finance Director

Attachment: Disbursement Report FY19 (1848 : Disbursement Report for November 2018)

City of Moscow Cash and Investments Balances as of 11/30/2018			
Fund	Year to Date Balance	PY Balance	Difference
General Fund	\$ 4,300,115.84	\$ 3,942,224.71	\$ 357,891.13
Street Fund	\$ 1,480,561.57	\$ 1,290,948.96	\$ 189,612.61
Culture & Recreation	\$ 1,326,969.13	\$ 1,281,797.54	\$ 45,171.59
MSDCPF	\$ 136,589.88	\$ 138,854.23	\$ (2,264.35)
1912 Fund	\$ 64,009.83	\$ 83,254.40	\$ (19,244.57)
Transit Center	\$ 66,833.21	\$ 44,292.12	\$ 22,541.09
Water Fund	\$ 3,062,461.21	\$ 2,380,456.50	\$ 682,004.71
Sewer/WWTP	\$ 3,774,202.96	\$ 3,790,466.54	\$ (16,263.58)
Sanitation Fund	\$ 2,373,822.43	\$ 2,030,285.96	\$ 343,536.47
Fleet Fund	\$ 3,260,992.40	\$ 3,106,400.28	\$ 154,592.12
Information Systems	\$ 1,842,487.58	\$ 1,766,795.91	\$ 75,691.67
Water Capital	\$ 5,938,046.01	\$ 6,036,871.70	\$ (98,825.69)
Sewer Capital	\$ 8,146,156.50	\$ 6,244,877.23	\$ 1,901,279.27
Capital Projects	\$ 3,204,244.29	\$ 4,405,176.30	\$ (1,200,932.01)
Sanitation Capital	\$ 4,969,102.57	\$ 4,387,413.59	\$ 581,688.98
LID construction	\$ 175,434.74	\$ 178,353.81	\$ (2,919.07)
Hamilton	\$ 2,373,754.45	\$ 2,764,773.61	\$ (391,019.16)
Bond & Interest	\$ 14,296.95	\$ 74,984.13	\$ (60,687.18)
LID Funds	\$ 21,558.09	\$ 36,699.17	\$ (15,141.08)
Payroll Service	\$ 554,452.25	\$ 548,565.54	\$ 5,886.71
Total Cash & Investments	\$ 47,086,091.89	\$ 44,533,492.23	\$ 2,552,599.66

Attachment: Cash & Investments Balances 11_30_2018 (1848 : Disbursement Report for November 2018)

RECEIPTS REPORT FOR OCTOBER 2018

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 12/10/2018**Title:** ITD State/Local Agreement - 6Th Street LHSIP Project Construction**Responsible Staff:** Alisa Anderson

Information

DESCRIPTION: On May 16, 2016, staff received notification from the Local Highway Technical Assistance Council (LHTAC) the City was awarded funding through the Local Highway Safety Improvement Program (LHSIP) for the 6th Street Pedestrian Safety Improvements request with total project costs of \$154,409. The design was completed in October 2018 and construction is scheduled for the summer of 2019.

The proposed improvements to the 6th Street corridor includes the installation of three (3) ADA compliant curb extensions at the intersection of Jefferson Street and Sixth Street and one (1) ADA compliant curb extension at the intersection of Almon Street and Sixth Street to reduce the pedestrian crossing length and improve pedestrian visibility. Additionally the project includes the improvement of pedestrian ramps and crosswalks at the intersections of Asbury Street, Almon Street and Jackson Street as well as the Sixth Street alley between Washington Street and Jefferson Street. This project will eliminate gaps in the ADA compliant corridor that connects the University of Idaho to the central business district as well as high-density residential located along Sixth Street and Jefferson Street.

The curb extensions will shorten the distance of travel for pedestrians at these intersections as well as greatly increase the line of sight for those entering the crosswalks. Curb extensions will also ensure that pedestrians are visible to motorists before they enter the lane of travel. These improvements shall also include fifteen (15) ADA compliant pedestrian ramps as well as ten (10) high visibility thermoplastic crosswalks. The improvements will be constructed to support the recent traffic calming measures that the University of Idaho has already implemented further west along Sixth Street including Deakin Street and Line Street and will provide a pedestrian friendly corridor extending 0.8 miles from Jefferson Street to Rayburn Street. Completion of this project will provide additional safety benefits to the people of Moscow since both the East and West routes of the SMART public transportation which has stops within 0.10 miles of the corridor.

The City has received the State/Local Agreement and prepared the corresponding Resolution for construction.

STAFF RECOMMENDATION: Recommend approval of the State/Local Agreement and corresponding Resolution for construction of the 6th Street Pedestrian Improvement, Project No. A020 (109), Key No. 20109.

ACTION: Recommend approval of the State/Local Agreement and corresponding Resolution for construction of the 6th Street Pedestrian Improvement, Project No. A020 (109), Key No. 20109 or provide staff further direction.

Necessary Resources/Impacts

\$10,497.00 Cash Match for Construction in FY19 Capital Projects Budget

Attachments

20109 SLAConst
Resolution-ITD;6thSt.PedImprov(2018)(clean)

STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A020(109)
6TH STREET PEDESTRIAN IMPROVEMENT, MOSCOW
LATAH COUNTY
KEY NO. 20109

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF MOSCOW**, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested federal participation in the costs of constructing the 6th Street Pedestrian Improvement project in Moscow, to consist of installation of ADA compliant curb extensions, which has been designated as Project No. A020(109). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313.23, CFR §635.410, and 28 CFR Part II.

State/Local Agreement (Construction)
6th Street Pedestrian Improvement
Key No. 20109
Page No. 1

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated April 6, 2017.
7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.
2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.

3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders, and submit all change orders to the Sponsor for their concurrence. If the Sponsor's share of any change order exceeds \$1,000.00, the State will submit a statement to the Sponsor indicating the amount owed by the Sponsor.
7. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.
8. Notify the Sponsor when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.
9. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
10. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the Sponsor summarizing the estimated and actual costs, indicating an adjustment for or against the Sponsor.

Any excess funds transmitted by the Sponsor and not required for the project will be applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

SECTION III. That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of **TEN THOUSAND FOUR HUNDRED NINETY-SEVEN DOLLARS (\$10,497.00)**, which is the Sponsor's estimated share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I), and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering and the Sponsor's match for the consulting agreement. These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering, inspection and contingencies will be approximately 34% of the total construction cost.
2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.
3. Authorize the State to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the Sponsor will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the costs will be increased or the nature of the completed work will be significantly changed.
4. Designate an authorized representative to act on the Sponsor's behalf regarding action on change orders. That authorized representative's name is _____, Phone No. _____.

5. When change orders are submitted by the State for approval pursuant to Section II, Paragraph 6, the Sponsor or its authorized representative shall give approval of same as soon as possible, but no later than ten (10) calendar days after receipt of the change order. If approval is delayed, any claims due to that delay shall be the responsibility of the Sponsor.
6. Upon receipt of any statement referred to in Section II, Paragraphs 6 and 10, indicating an adjustment in cost against the Sponsor, promptly remit to the State a check or warrant in that amount.
7. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
8. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Moscow.

IDAHO TRANSPORTATION DEPARTMENT

Engineering Services
Division Administrator

ATTEST:

CITY OF MOSCOW

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

hm:20109 SLAConst.docx

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No: 20109
 Project No: A020(109)
 Project Name: 6th Street Ped Improvement
 Sponsor: City of Moscow
 Description of work: This project will make improvements to this corridor with the installation of ADA compliant curb extensions to reduce the pedestrian crossing length and improve pedestrian visibility.

Date of State/Local Agreement for Project Development: 4/6/2017

TOTAL ESTIMATED COST OF CONSTRUCTION <i>Includes E&C</i>	\$144,640		
APPROVED FORCE ACCOUNT WORK	\$0		
PLUS PE BY STATE <i>(from 2101)</i>	\$1,000		
PLUS PC BY LHTAC <i>(from 2101)</i>	\$11,000		
PLUS PC <i>(from PC Agreements)</i>	\$10,000		
MINUS ALL NON-PARTICIPATING PARTICIPATING TOTAL	\$166,640		
MATCH PERCENTAGES			
PERCENTAGE AMOUNTS		92.66%	7.34%
MINUS FEDERAL MAXIMUM		\$154,408.62	\$12,231.38
ADD OVERAGE <i>(If Any To Local)</i>		\$0	
LOCAL SHARE OF CONSTRUCTION AMOUNT		154,409	\$0
			\$12,231

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING *(From above if work by contract)* \$0
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE *(from PD Agreement)* \$1,000
MINUS APPROVED FORCE ACCOUNT WORK *(From above)* \$0
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL \$734
(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)
(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)
(Amounts must be supported by District Records Inspector Audit)

CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS \$10,497

Comments:

PREPARED BY: Heather Parker | Date: 11/9/2018

Attachment: 20109 SLA Const (1850 : ITD State/Local Agreement - 6Th Street LHSIP Construction)

RESOLUTION NO. 2018 - XX

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION OF 6TH STREET PEDESTRIAN IMPROVEMENTS; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the Idaho Transportation Department (hereinafter “ITD”) has submitted State/Local Agreement (Construction) Project No. A020(109) 6th Street Pedestrian Improvements, Latah County Key No. 20109 (hereinafter “Agreement”) stating obligations of ITD and the City of Moscow (hereinafter “City”) for construction of 6th Street Pedestrian Improvements; and

WHEREAS, ITD is responsible for obtaining compliance with laws, standards, and procedural policies in the development, construction, and maintenance of improvements made to the Federal-Aid Highway System when there is Federal participation in the costs; and

WHEREAS, certain functions to be performed by ITD involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, ITD can only pay for work associated with the State Highway system; and

WHEREAS, City is fully responsible for its share of project costs;

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

That the Agreement for Federal Aid Highway Project A020 (109) is hereby approved;

That the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of City; and

That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

That this Resolution shall become effective as of ____ day of December, 2018.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of December, 2018.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 12/10/2018**Title:** 2019 City Limits Designation**Responsible Staff:** Kevin Lilly

Information

DESCRIPTION: Idaho State Code requires that all cities within the State of Idaho designate their legal corporate limits each year. In order to accomplish this, a new legal description of the corporate limits is developed at the beginning of the year that incorporates any and all changes to the City boundary that have occurred during the last calendar year. Because there were no annexations during 2018, it is not necessary to modify the legal description for the City's corporate limits. A simple acknowledgement that the limits remain the same as those adopted in 2018 under Ordinance 2018-04 will be sufficient to comply with state requirements. A copy of Ordinance 2018-04 is attached for reference.

STAFF RECOMMENDATION: Recommend that City Council acknowledge unchanged City of Moscow corporate limits for 2019.

PROPOSED ACTIONS: Recommend that City Council acknowledge unchanged City of Moscow corporate limits for 2019; or provide staff further direction.

Necessary Resources/Impacts:

None

Attachments

OR_2018-04

ORDINANCE NO. 2018 – 04

NO.	591231	4.a
AT THE REQUEST OF		
<i>City of Moscow</i>		
DATE & HOUR		
<i>3.23.18 1:08 pm</i>		
HENRIANNE K. WESTBERG LATAH COUNTY RECORDER		
FEE \$	<i>0</i>	BY: <i>[Signature]</i> <i>Dupn</i>

AN ORDINANCE AMENDING ORDINANCE NO. 2017 - 15 OF THE CITY OF MOSCOW, IDAHO, ESTABLISHING AND DECLARING IN THIS ORDINANCE CORPORATE LIMITS OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, IN ACCORDANCE WITH THE PROVISIONS OF THE LAWS OF THE STATE OF IDAHO RELATING TO THE ESTABLISHMENT OF THE BOUNDARIES AND THE ANNEXATION OF ADJACENT AND CONTIGUOUS TERRITORY; PROVIDING FOR REPEAL OF ANY OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE AND SAVINGS CLAUSE; AND FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, On December 4, 2017, the Moscow City Council adopted Ordinance 2017-15 establishing and declaring corporate limits of the City of Moscow, Latah County, Idaho, as required by Idaho law; and

WHEREAS, Moscow City Ordinance 2017-15 contained an error in the annexed addition to the legal description in Section 2 of such ordinance; and

WHEREAS, This Ordinance amending Moscow City Ordinance 2017-15 is necessary to correct the error.

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

SECTION 1: The City of Moscow, Latah County, Idaho, shall embrace, include and contain within its corporate limits all the territory embraced, included and encompassed within the lines and boundaries as this Ordinance bounded and described.

SECTION 2: The boundaries and corporate limits of the City of Moscow, Latah County, State of Idaho, are hereby established and ordained to be as follows:

Beginning at the southwest corner of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho; thence N89°34'31"E 2661.74 feet, along the south line of said Section 16; thence N00°02'41"E 388.57 feet along the centerline of a vacated 80' wide right-of-way situated between Lot 60 and Lot 61 of the Plat of Section 16 recorded in Book 2 of Plats at page 36, records of Latah County; thence N89°22'43"E 664.76 feet along a line parallel with and 271.5 feet south, measured perpendicularly, of the north line of said Lot 61 to the east boundary of said Lot 61; thence N00°14'20"W 1229.03 feet along the east boundaries of said Lot 61, Lot 52, and Lot 45 of said Plat of Section 16 to a point on the southerly right-of-way line of State Highway 8; thence along said State Highway right-of-way line, easterly 347.39 feet along a curve concave to the north, said curve having a radius of 3850.00 feet, a central angle of 05°10'11", and a chord bearing N68°54'52"E 347.27 feet; thence continuing along said southerly right-of-way line, N66°19'47"E 398.81 feet; thence leaving said southerly right-of-way line, N23°40'13"W 70.00 feet, perpendicular to said line, to the northerly right-of-way line of said State Highway 8; thence N00°33'03"W 701.73 feet along the centerline of a vacated 80 foot wide right-of-way

situated between Lot 34 and Lot 35 of said Plat of Section 16; thence North 660.00 feet along the centerline of a vacated 80 foot wide right-of-way situated between Lot 30 and Lot 31 of said Plat of Section 16; thence East 40.00 feet to the southwest corner of Lot 18 of said Section 16; thence East 620.00 feet along the south boundary of said Lot 18; thence North 620.00 feet along the east boundary of said Lot 18; thence continuing North 40.00 feet to the centerline of a vacated 80.00 foot wide right-of-way running East and West; thence continuing North 495.23 feet to a point on the northerly right-of-way of Robinson Park Road; thence S52°25'20"W 134.10 feet along said northerly right-of-way of Robinson Park Road; thence S55°14'23"W 91.29 feet along said northerly right-of-way of Robinson Park Road; thence S57°37'02"W 89.50 feet along said northerly right-of-way of Robinson Park Road; thence S61°12'19"W 169.28 feet along said northerly right-of-way of Robinson Park Road; thence S64°18'07"W 253.35 feet along said northerly right-of-way of Robinson Park Road to a point on the easterly boundary of Moser Estates Fifth Addition to the City of Moscow, as shown on the plat of said addition recorded as Instrument No. 410298, records of Latah County, Idaho; thence N00°38'27"E 12.69 feet along the easterly boundary of said Moser Estates Fifth Addition to a point on the northerly right-of-way line of Robinson Park Road; thence southwesterly along said northerly right-of-way line 35.00 feet along a curve concave to the northwest, said curve having a radius of 1210.00 feet, a central angle of 1°39'27", and a chord bearing S69°11'12"W 35.00 feet; thence N14°43'57"E 133.79 feet along said easterly boundary of the Moser Estates Fifth Addition to a point on the easterly right-of-way line of a dedicated 80.00 foot wide public right-of-way as shown on the original plat of Section Sixteen, Township 39 North, Range 5 East, Boise Meridian, as recorded in Book 2 of Plats, Page 36 in the office of said Latah County Recorder; thence N00°38'27"E 1140.78 feet along said easterly right-of-way line, said line also being the westerly boundary line of the Hyden tract as described in Instrument Number 386319 recorded with said Recorder's office to the north line of said Section 16; thence N89°29'38"W 40.66 feet along said north line to the southeast corner of the southwest quarter of the southeast quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho; thence N00°29'30"E 1313.64 feet along the east line of said SW1/4 SE1/4 Section 9 the northeast corner of said SW1/4 SE1/4; thence continuing N00°29'30"E 11.47 feet along the east line of the NW1/4 SE1/4 of said Section 9; thence southwesterly along the northerly boundary of a parcel of land annexed by Ordinance No. 2009-11 the following courses: S81°16'20"W 63.83 feet, S77°18'21"W 57.22 feet, and S69°12'15"W 132.71 feet; thence N89°30'22"W 556.64 feet along a line southerly of, parallel with, and 60.00 feet distant (as measured perpendicularly) of the north line of said SW1/4 SE1/4 Section 9; thence N60°04'39"E 30.00 feet along the proposed easterly boundary of Moser Park; thence N17°41'40"W 47.17 feet along said proposed park boundary to a point on the north line of said SW1/4 SE1/4 Section 9; thence N54°54'38"W 84.31 feet; thence N77°00'00"W 385.00 feet; thence N00°43'51"E 171.17 feet; thence S77°00'00"E 10.00 feet; thence N13°00'00"E 120.00 feet; thence N77°00'00"W 126.86 feet to a point on the west line of the northwest quarter of the southeast quarter of said Section 9; thence N00°43'51"E, along said west line, 711.58 feet to the southwest corner of a parcel of land described in Book of Deeds No. 145, page 61, records of Latah County, Idaho; thence S89°30'E 150.00 feet to the southeast corner of said parcel; thence North 120.00 feet to the northeast corner of said parcel, said corner also being on the south right-of-way line of "D" Street; thence, continuing North 60.00 feet, to the north right-of-way line of "D" Street; thence N89°30'W 150.00 feet, along said north

right-of-way line, to the southeast corner of Lot "H" of Schumacher's Addition to the City of Moscow, Latah County, Idaho as recorded in Book 3 of Plats, page 9 in the office of the County Recorder of said county and state, said southeast corner also being the southeast corner of Lot 2, Block 8 of Val Halla Addition to the City of Moscow, Latah County, Idaho as recorded in Book 6 of Plats, page 4, in the office of the County Recorder of said county and state and also being on the longitudinal centerline of Section 9, Township 39 North, Range 5 West, Boise Meridian; thence N00°03'30"W 1004.70 feet, along said centerline, to a point S89°26'E 79.13 feet of the southeast corner of Stokes Addition to the City of Moscow, Latah County, Idaho as recorded in Book 6 of Plats, page 29 in the office of the County Recorder of said county and state, said point also being the northeast corner of Lot "H" and/or the southeast corner of Lot "G" of said Schumacher's Addition and also being the southeast corner of the William A. Flack (City of Moscow, Idaho) property; thence N00°03'30"W 253.44 feet, along the east line of said Lot "G" and/or said longitudinal centerline to the northeast corner of said Lot "G" to the South Line of the Northwest Quarter of the Northeast Quarter of Section 9; thence S89°29'31"E along said south line a distance of 994.53 feet, said point also being the southeast corner of property described in Instrument No. 577606, records of Latah County, Idaho; thence N00°08'23"E a distance of 1314.96 feet, along the eastern boundary of said property to a point on the north line of Section 9; thence N89°22'17"W along north line of Section 9 a distance of 834.55 feet; thence S00°37'43"E a distance of 105.07 feet; thence S80°49'46"W a distance of 20.30 feet, thence N00°37'43"W a distance of 108.53 feet to a point on the north line of Section 9, thence N89°22'17"W along north line of Section 9 a distance of 140.00 feet, said point being a brass cap monument marking the North Quarter Corner of Section 9; thence N00°03'30"W 30.00 feet to the quarter corner on the north line of Section 9, Township 39 North, Range 5 West, Boise Meridian, said point also being the south quarter corner of Section 4, Township 39 North, Range 5 West, Boise Meridian and also being on the centerline of Mountain View Road; thence N00°20'44"W 30.00 feet along the longitudinal centerline of said Section 4, to an intersection with the north right-of-way line of Mountain View Road extended; thence N89°15'49"W 699.96 feet, along said extension and along said right-of-way line and 30.00 feet North of and parallel to the south line of said Section 4; thence South 60.00 feet and crossing Mountain View Road to an intersection with the north line of said Lot "G" of said Schumacher's Addition, said point also being on the south right-of-way line of said Mountain View Road; thence South 773.73 feet to an intersection with the north line of said Stokes Addition; thence N89°15'49"W 298.00 feet, along said north line, to an intersection with the east line of Paradise Meadows Addition to the City of Moscow, Latah County, Idaho as recorded in Book 6 of Plats, page 38 in the office of the County Recorder of said county and state, said point also being on the east line of Lot "C" of said Schumacher's Addition and also being the northwest corner of said Stokes Addition; thence North 268.20 feet, along said east line of said Paradise Meadows Addition, to the northeast corner of said addition, said corner also being the northeast corner of Lot "C" and the southeast corner of Lot "D" of said Schumacher's Addition; thence North 267.05 feet to the northeast corner of said Lot "D", said point also being the southeast corner of Lot "F" of said Schumacher's Addition; thence N89°15'49"W 990.0 feet to the southwest corner of said Lot "F", said corner also being an east corner of Lot 12 of the Cosner Subdivision of Portions of Lots "D" and "E" of the Schumacher's Addition to Latah County, Idaho as recorded in Book 5 of Plats, page 1 in the office of the County Recorder of said county and state; thence North 118.76 feet, along the west line of said Lot "F" and/or the east line of said future Lot 12, to the northeast corner of said future Lot 12;

thence N89°15'49"W 315.12 feet, along the north line of said Lot 12 and the north line of Lot 11 of said Cosner Subdivision, to the southeast corner of the west one half (1/2) of the north one half (1/2) of said Lot "E" of Schumacher's Addition; thence North 118.92 feet, along the east line of said west one half (1/2) of the north one half (1/2) of said Lot "E", to the intersection with the south right-of-way line of Mountain View Road; thence North 60.00 feet to the north right-of-way line of Mountain View Road; thence N89°15'49"W 13.40 feet along said north right-of-way line; thence N00°06'33"E 1292.18 feet along the east boundary of the Slonaker tract as recorded in Warranty Deed No. 464459 on file with the office of the County Recorder of said county and state, to a point on the north boundary of the southwest quarter of the southwest quarter of said Section 4; thence N89°10'21"W 331.48 feet to the northwest corner of the southwest quarter of the southwest quarter of said Section 4; thence West 500.00 feet, along the north line of said southeast quarter of the southeast quarter; thence N37°48'19"W 797.04 feet, along the westerly boundary of the Trail Tract as described in Instrument No. 268495 as recorded in said office of the Latah County Recorder; thence North 480.75 feet, along the west line of said Trail Tract, to the south right-of-way line of Arborcrest Road; thence East 99.00 feet, along said right-of-way line; thence North 944.52 feet, along the east right-of-way line of said Arborcrest Road; thence N58°46'54"E 270.11 feet, along the northerly boundary of said Trail tract to a point on the southerly right-of-way line of Trail Road; thence North 29.23 feet to a point on the centerline of said Trail road, said point being North 907.50 feet and East 660.00 feet from the southwest corner of the southeast quarter of the northeast quarter of said Section 5; thence North 1534.50 feet, along the west boundary of said Trail Tract, to the north line of said Section 5, thence West 660.00 feet to the northwest corner of the northeast quarter of the northeast quarter of said Section 5; thence continuing West, along said north line, 30.00 feet to the west right-of-way line of Orchard Avenue; thence South 1452.00 feet along said west right-of-way line, parallel to and 30.00 feet West of the west line of the west half of the northeast quarter of said Section 5; thence East 5.00 feet, along said west right-of-way line; thence South 495.00 feet, along said west right-of-way line; parallel to and 25.00 feet West of the west line of the southeast quarter of the northeast quarter of said Section 5; thence West 8.00 feet, along said west right-of-way line; thence South 495.00 feet along said west right-of-way line, parallel to and 33.00 feet West of said west line of the southeast quarter of the northeast quarter to a point on the north line of the northwest quarter of the southeast quarter of said Section 5; thence N89°39'37"W 1282.38 feet to the northwest corner of the NW1/4 SE1/4 of said Section 5, said point being a brass cap monument; thence N89°39'37"W 1010.70 feet along the north line of the southwest quarter of said Section 5 to a point on the North Polk Extension Water and Sewer District boundary; thence North 200.00 feet along said district boundary; thence N89°39'37"W 229.43 feet along said district boundary to the centerline of North Polk Street; thence S01°34'23"W 125.03 feet along said centerline; thence N89°39'37"W 92.14 feet along said district boundary; thence South 75.00 feet along said district boundary to a point on the north line of said southwest quarter of Section 5; thence N89°39'37"W 1310.50 feet along said north line to the northwest corner of said southwest quarter of Section 5; thence N89°14'23"W 72.56 feet to the west right-of-way line of U.S. Highway 95; thence S00°45'37"W 734.16 feet along said right-of-way line; thence continuing along said right-of-way line southeasterly 52.28 feet along a non-tangent curve concave to the southwest, said curve having a radius of 623.67 feet, a central angle of 04°48'09", and a chord bearing S21°44'23"E 52.26 feet; thence continuing along said right-of-way line S0°45'35"W 346.94 feet; thence leaving said highway right-of-way line N78°52'45"W 75.35 feet to a

point on the easterly line of an abandoned railroad right-of-way; thence N06°11'15"E 115.00 feet along said abandoned railroad right-of-way line; thence N42°33'45"W 336.50 feet; thence S89°52'15"W 986.78 feet; thence S00°51'15"W 1334.92 feet to a point, said point on a line parallel with and 124.67 feet northeasterly (as measured perpendicularly) distant from the easterly right-of-way line of North Almon Street; thence N35°09'45"W 149.77 feet along said parallel line, to a southeast corner of the KRPL, Inc. property as described in Instrument No. 254326, records of Latah County, Idaho; thence North 324.90 feet; thence S86°30'W 224.78 feet, to a point on a non-tangent curve on the east right-of-way line of North Almon Street, said point being the northwest corner of said KRPL, Inc. property; thence southerly 35.79 feet, along a curve concave to the east, said curve having a radius of 425.00 feet, a central angle of 04°49'30", and a chord bearing S00°35'36"E 35.78 feet; thence S03°01'E 116.23 feet, along said east right-of-way line, to a point of curvature of a tangent curve; thence southeasterly 158.39 feet along a curve concave to the east, said curve having a radius of 275.00 feet, a central angle of 33°00', and a chord bearing S19°31'E 156.21; thence S36°01'E 472.78 feet, along said east right-of-way line; thence S37°41'E 110.37 feet, along said east right-of-way line; thence leaving said right-of-way line, S86°30'W 72.53 feet to a point on the westerly right-of-way line of said North Almon Street and the northeast corner of the Harry Lee tract described in Warranty Deed No. 309520 as recorded in said office of the Latah County Recorder; thence continuing S86°30'W 924.27 feet to the northwest corner of said Harry Lee tract; thence S03°30'E 209.06 feet along the west boundary of said tract to a point on the north line of Section 7, Township 39 North, Range 5 West, Boise Meridian; thence S86°30'W 411.00 feet along said north line to the north 1/4 corner said Section 7; thence S00°10'E 1323.70 feet on the longitudinal centerline of said Section 7 to the southwest corner of the NW1/4 NE1/4 of said Section 7; said point also being the northeast corner of an easement described in Instrument No. 223148 filed with said County Recorder; thence S86°24'W 1354.21 feet to the northwest corner of the SE1/4 NW1/4 of said Section 7; thence South 556.80 feet along the west boundary line of said SE1/4 NW1/4; thence S86°27'W 1355.77 feet, parallel with the south line of the SW 1/4 NW 1/4 of said Section 7, to a point on the west boundary line of said SW1/4 NW1/4; thence S88°35'30"W 1194.84 feet parallel with the north boundary line of the Palouse Empire Mall property; thence South 845.45 feet; thence West 1035.00 feet; thence North 820.00 feet; thence S88°35'30"W 413.24 feet to the longitudinal centerline of Section 12, Township 39 North, Range 5 West, Boise Meridian; thence S00°08'36"E 725.45 feet, along said centerline, to the northwest corner of a 20 foot wide private road described in Warranty Deed No. 225351, records of Latah County; thence N89°51'24"E 20.00 feet, along the north line of said private road; thence S00°08'36"E 966.49 feet, along the east boundary of said private road; thence S89°51'24"W 20.00 feet to the northeast corner of the U-Haul Company tract, said point also being a point on the longitudinal centerline of Section 12, Township 39 North, Range 6 West, Boise Meridian, and also being an east corner of a tract annexed by Ordinance No. 83-13; thence N00°08'36"W 933.49 feet, along said centerline and/or the east line of the tract annexed by said Ordinance No. 83-13, to the northeast corner of said tract, said corner being a point on the latitudinal centerline of Section 12, Township 39 North, Range 6 West, Boise Meridian; thence S89°56'48"W 764.34 feet, along said centerline and/or the north line of said tract, to a point being the southeast corner of a tract annexed by Ordinance No. 2017-03; thence N-SN30°49'55"E 500.70 feet, to a point being the northeast corner of said tract; thence N89°01'11"W 1127.75 feet, to a point being the northwest corner of said tract and

also being a point on the Idaho-Washington state line; thence S00°58'04"W 434.48 feet, along said state line to the west 1/4 corner of said Section 12 and/or the northwest corner of said tract; thence S00°12'02"E 1460.87 feet, along said state line, to an intersection with the north right-of-way line of State Highway No. 8, said point being the southwest corner of the Appaloosa Horse Club tract; thence S00°12'02"E 140.00 feet, crossing said highway, to an intersection with the south right-of-way of said highway; thence S00°12'02"E, along said state line, 169.83 feet to the south right-of-way line of the Burlington Northern Railway Company; thence S00°12'02"E, continuing along said state line, 3470.77 feet to the northwest corner of the southwest quarter of Section 13, Township 39 North, Range 6 West, Boise Meridian; thence N89°31'16"E 4048.56 feet to the west quarter corner of said Section 13; thence S00°10'E, 2622.00 feet to the southeast corner of said Section 13; thence N87°08'E 803.10 feet, along the north boundary of the Gadwa tract described in Warranty Deed No. 447149, records of Latah County, said boundary being along the south line of Section 18, Township 39 North, Range 5 West, Boise Meridian; thence S00°24'00"E 419.23 feet, along the east boundary of said Gadwa tract, to the north right-of-way line of Palouse River Drive; thence S82°54'54"W 175.25 feet, along said north right-of-way line; thence continuing along said right-of-way line, 234.58 feet along a curve to the right, said curve having a radius of 1238.11 feet, a central angle of 10°51'21", and a chord bearing S88°20'34"W 234.23 feet; thence continuing along said right-of-way line, N86°13'45"W 354.67 feet; thence leaving said right-of-way line, S03°49'25"W 44.40 feet; thence S38°34'55"E 160.54 feet; thence S80°58'21"E 287.58 feet; thence S75°53'39"E 261.50 feet; thence N87°11'16"E 441.02 feet; thence S09°21'06"E 515.93 feet; thence S61°53'46"E 321.34 feet; thence S84°43'40"E 451.15 feet; S80°36'41"E 767.31 feet to the east line of the northwest corner of Section 19, Township 39 North, Range 5 West, Boise Meridian; thence North 838.92 feet, along said east line, to the southwest corner of the Allen Tracts Addition to the City of Moscow, Latah County, Idaho as recorded in Book 4 of Plats, Page 20 in the office of the County Recorder of said county and state; thence N87°12'E 306.00 feet; thence South 32.00 feet; thence S70°19'E 135.90 feet; thence N34°12'E 105.90 feet; thence N87°12'E 105.90 feet; thence N87°12'E 118.80 feet; thence S51°48'E 260.80 feet; thence N58°42'E 117.95 feet; thence North 115.00 feet; thence N87°12'E 306.00 feet; thence N64°28'E 338.80 feet, to the southeast corner of Tract 2 of said Allen Tracts Addition; thence S02°03'E 482.00 feet; thence S47°20'E 91.30 feet; thence S09°02'W 346.00 feet, parallel with the western right-of-way line of U.S. Highway 95; thence N86°46'E 317.70 feet, parallel with the south line of the Dexter Bailey tract as recorded in Book of Deeds 163, page 92, records of Latah County, Idaho, to a point on said western right-of-way line of U.S. Highway 95; thence N09°02'E 346.00 feet, along said western right-of-way line, to the southeast corner of said Dexter Bailey tract; thence continuing N09°02'E 220.00 feet, along said right-of-way line, to the southeast corner of Plot 1 of said Allen Tracts; thence continuing N09°02'E 374.80 feet, along said right-of-way line; thence S61°03'E 253.20 feet and crossing U.S. Highway 95 to a point on the easterly right-of-way line of said highway; thence N09°02'E 200.00 feet along said easterly right-of-way line; thence North 93.70 feet, to the northeast corner of Lot 7 of the South Palouse Tracts Addition to the City of Moscow, Latah County, Idaho as recorded in Book 4 of Plats, page 17 in the office of the county Recorder of said county and state, said point being also on the south line of a dedicated alley; thence East 302.30 feet, along the south right-of-way line of said alley; thence South 100.00 feet; thence East 100.00 feet to the east line of Section 19, Township 39 North, Range 5 West, Boise Meridian; thence N00°11'E

86.99 feet to a point which is S00°11'W 472.36 feet of the northeast corner of said Section 19; thence S72°15'E 1205.47 feet; thence N87°45'E 1537.60 feet, to a point on the longitudinal centerline of Section 20, Township 39 North, Range 5 West, Boise Meridian; thence N00°03'W 757.41 feet to the north 1/4 corner of said Section 20; thence S89°30'24"E 2659.84 feet along the south line of Section 17, Township 39 North, Range 5 West, Boise Meridian, to the southeast corner of said Section 17 and the point of beginning of the land herein described. Said corporate boundary, including the following described exceptions, contains 4,486 acres, more or less.

Excepting therefrom the following described parcel;

A tract of land located in the south half of the southwest quarter of Section 18 and the north half of the northwest quarter of Section 19, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, and being more particularly described as follows:

Beginning at the southeast corner of the southwest quarter of said Section 18; thence S87°08'00"W 576.90 feet along the south line of said Section 18 to a point on the easterly boundary of the Kirkland Subdivision plat recorded as Instrument No. 404133, records of Latah County, and the TRUE POINT OF BEGINNING of this exception description; thence along said easterly boundary, S00°04'40"W 270.13 feet to the northerly right-of-way line of Palouse River Drive; thence along said northerly right-of-way line, S78°56'12"W 408.24 feet; thence continuing along said right-of-way line, S79°46'32"W 9.41 feet; thence along the westerly boundary of said Kirkland Subdivision, N00°02'37"W 330.07 feet to a point on the south line of said Section 18; thence continuing along said westerly boundary of the Kirkland Subdivision, N00°02'37"W 219.82 feet; thence along the northerly boundary of said subdivision, N86°58'47"E 411.73 feet; thence along the easterly boundary of said subdivision, S00°07'08"W 221.45 feet to the TRUE POINT OF BEGINNING. Said exception tract contains 4.91 acres, more or less.

Also excepting therefrom the following described parcel;

A tract of land located in the northwest quarter of the southeast quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, and being more particularly described as follows:

Beginning at the southwest corner of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho; thence N89°34'31"E 2661.74 feet, along the south line of said Section 16; thence N00°02'41"E 388.57 feet along the centerline of a vacated 80' wide right-of-way situated between Lot 60 and Lot 61 of the Plat of Section 16 recorded in Book 2 of Plats at page 36, records of Latah County; thence N89°22'43"E 664.76 feet along a line parallel with and 271.5 feet south, measured perpendicularly, of the north line of said Lot 61 to the east boundary of said Lot 61; thence N00°14'20"W 1229.03 feet along the east boundaries of said Lot 61, Lot 52, and Lot 45 of said Plat of Section 16 to a point on the southerly right-of-way line of State Highway 8; thence continuing along the east boundary of said Lot 45, N00°14'20"W 73.79 feet to a point on the northerly right-of-way line of State Highway 8, and the TRUE POINT OF BEGINNING of this exception description; thence westerly along said State Highway right-of-way line, 354.22 feet along a curve concave to the north, said curve having a radius of 3780.00 feet, a central angle of

05°22'09", and a chord bearing S73°45'33"W 354.09 feet to the west line of the Cann Tract; thence N00°14'20"W, along said west line, 283.32 feet to the northwest corner of said Cann Tract; thence N89°45'40"E, along the north line of said Cann Tract, 225.37 feet to the intersection with the west line of the Mullalley Tract; thence N00°14'20"W along said west line 5.00 feet to the northwest corner of said Mullalley Tract; thence N89°45'40"E along the north line of said Mullalley Tract 115.00 feet to the east line of Lot 45 of said Section 16; thence S00°14'20"E 190.71' along said east line to the TRUE POINT OF BEGINNING. Said exception tract contains 1.87 acres, more or less.

The net area of the above described Corporate limits is 4,479 acres, more or less.

SECTION 3: All that territory bounded and included within the lines set forth in Section 2 of this Ordinance is hereby declared and ordained to be within the Corporate limits of the City of Moscow, and to be and constitute the territory subject to the jurisdiction of the municipality of the City of Moscow, County of Latah, State of Idaho.

SECTION 4: This Ordinance is an amendment to Ordinance 2017-15 of the Ordinances of the City of Moscow, Idaho.

SECTION 5: This Ordinance repeals all ordinances or parts of ordinances in conflict with this Ordinance, insofar as said Ordinances in any way conflict with this Ordinance, are hereby repealed.

SECTION 6: If any section, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, or the Ordinance as an entirety, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of such section, sentence, clause or phrase.

SECTION 7: This Ordinance shall be in full force and effect from and after the date of its passage, approval and first publication thereof.

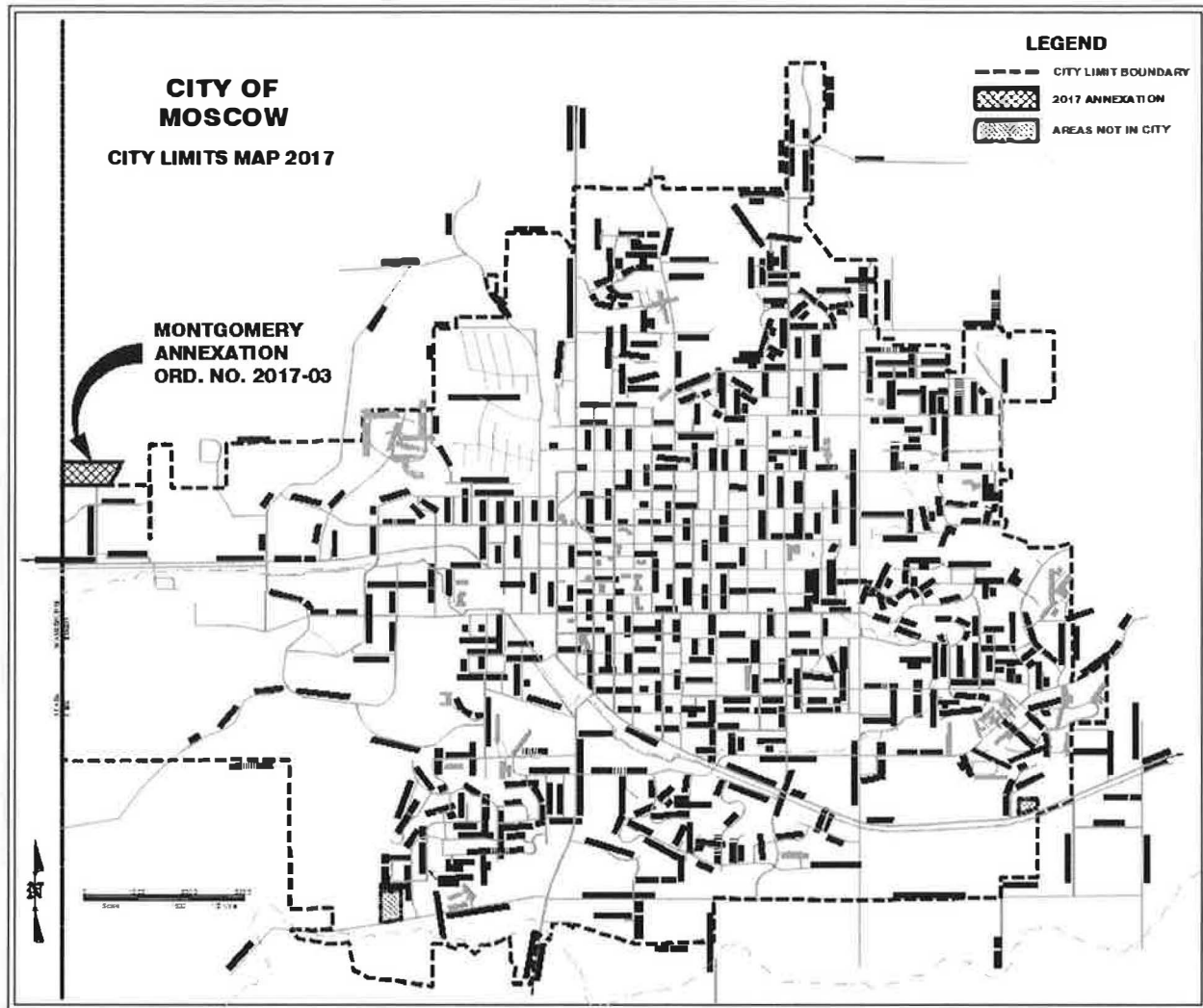
ADOPTED this 19th day of March, 2018.


Bill Lambert, Mayor

ATTEST:


Laurie M. Hopkins, City Clerk

The seal of the City of Moscow, Idaho, is circular. It features the text "CITY OF MOSCOW" at the top and "IDAHO" at the bottom. In the center, it says "INCORPORATED JULY 12 1887" with two stars on either side.



MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 12/10/2018**Title:** Gotcha Mobility Bike Share Program**Responsible Staff:** Tyler Palmer

Information

DESCRIPTION: Over the last several years the University of Idaho and the City of Moscow have researched and considered implementation of a Bike Share Program within the City. The University took the lead on discussing the implementation of a bike share system on campus and entered into a Memorandum of Understanding (MOU) with Spin Bikes in July 2018 to launch a dockless system at the beginning of the 2018/2019 school year. As the City of Moscow was preparing to participate in the Spin Bike Share program with the University, Spin announced discontinuation of pedal bicycles from their product line and that they were immediately transitioning to an e-scooter share system only; that action resulted in termination of the Spin Bikes MOU with the University prior to the planned launch date.

Since that time, the University and City of Moscow have continued to research alternate options for a sustainable long-term bike share program. Collaboratively, Gotcha Mobility has been selected as the best-fit shared mobility provider for the University and City of Moscow. Gotcha Mobility provides a complete shared mobility package, including pedal assist e-bikes, e-scooters, and rideshare, which may allow for expanded shared mobility services in the future.

Gotcha Mobility proposes an initial launch of 50 pedal assisted e-bikes throughout the City of Moscow, with a target launch date of April 1, 2019. The cost for a Gotcha Mobility bike share program is based on a monthly rate of \$75 per bike for Gotcha branded bikes, or \$100 per bike for fully customized and branded bikes. The annual cost for 50 Gotcha branded e-bikes is \$45,000. It is proposed that this program expense be shared between the University of Idaho and the City of Moscow; the University of Idaho is committed to funding half of the annual cost, \$22,500 annually.

STAFF RECOMMENDATION: Consider request to enter into an agreement with the University of Idaho and Gotcha Mobility for an ebike share program and direct staff to identify funding for the City's annual share.

PROPOSED ACTIONS: Consider request to enter into an agreement with the University of Idaho and Gotcha Mobility for an ebike share program and direct staff to identify funding for the City's annual share, or provide staff further direction.

Necessary Resources/Impacts

\$22,500 Annually

Attachments
