

Moscow City Council



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, February 4, 2019

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA (ACTION ITEM)

1. All Consent Items

A. Approval of Moscow City Council January 22, 2019 Minutes - Laurie M. Hopkins

B. Proposed Lot Line Adjustment and Lot Division: 1821-1831 East 'F' Street - Leah Carlson

The applicant, Helene Rogalski, is requesting a lot line adjustment to expand the existing two parcels addressed 1821 and 1831 East 'F' Street from 13,210 sf to 14,615 sf. The applicant is also requesting a lot division to split the existing two parcels into four parcels of approximately 7,000 sf, 7,000 sf, 7,615 sf, and 7,615 sf in size. The parcels are located within the Medium Density Residential (R-3) Zoning District. In the R-3 zoning district, the minimum lot area for any housing type is 7,000 sf and the minimum lot width is 60 feet. The proposed parcels meet these requirements. The parcels are currently undeveloped with no buildings on site. This was reviewed by the Public Works/Finance Committee on January 28, 2019 and recommended for approval.

ACTION: Approve the lot line adjustment and lot division with no conditions.

C. Proposed Lot Line Adjustments: 1627-1733 and 1745-1751 East Third Street - Leah Carlson

The applicant, Phil Rheingans, is requesting eight (8) lot line adjustments within the Harvest Hills development. The proposed lot line adjustments will affect the properties addressed 1627-1733 and 1745-1751 East Third Street. The applicant is requesting the lot line adjustments in order to better accommodate the design of twinhomes that are proposed to be constructed upon the subject properties. The existing lot configurations currently present challenges accommodating the proposed twinhome design with the required side yard setbacks. The subject properties are located within the Medium Density Residential (R-3) Zoning District. Within the R-3 Zoning District, twinhomes require a minimum lot area of 2,000 square feet and a minimum lot width of thirty feet (30'). All proposed lot areas and lot widths meet these requirements. This was reviewed by the Public Works/Finance Committee on January 28, 2019 and recommended for approval.

ACTION: Approve lot line adjustments with no conditions.

D. U of I Parking Agreement Revisions - Tyler Palmer

The City has historically maintained an agreement with the University of Idaho to allow the University to regulate parking on some City-owned Streets that are within the campus. The University has requested that the agreement be amended to include two new areas; Railroad Avenue from College to Sweet, and College Avenue from Deakin to Railroad. This was reviewed by the Public Works/Finance Committee on January 28, 2019 and recommended for approval.

ACTION: Approve the attached amendment to the City and University of Idaho parking agreement.

REGULAR AGENDA

- 2. Staff Recognition Report - Jen Pfiffner**
- 3. Mayors Appointments (ACTION ITEM)**
- 4. Public Comment and Mayor's Response Period (limit 15 minutes)**

5. Public Hearing: Idaho Community Development Block Grant - Status of Grant Funded Project Activities for Fire Truck Acquisition - Alisa Anderson

In April of 2018, the City of Moscow received an Idaho Community Development Block Grant in the amount of Two Hundred Eighty-Nine Thousand Dollars (\$289,000) from the Idaho Department of Commerce. This funding is allocated to the State of Idaho from the U.S. Department of Housing and Urban Development. The funds are currently being used to purchase a new Pumper Fire Engine for the Moscow Volunteer Fire Department.

The hearing will include a review of project activities and accomplishments to date, a summary of all expenditures to date, a general description of remaining work and any changes made to the scope of work, budget, schedule, location or beneficiaries. Verbal and written questions and comments will be accepted at the public hearing.

PROPOSED ACTIONS: Conduct the public hearing regarding project activities and accomplishments to date, a summary of all expenditures to date, a general description of remaining work and any changes made to the scope of work, budget, schedule, location or beneficiaries. Accept verbal and written comments and questions at the public hearing.

6. Moscow Farmers Market Commission Fee Recommendation (ACTION ITEM) - Amanda Argona

The Farmers Market Commission created a Fee Sub-Committee to review the newly implemented tier structure and discuss different fee proposal options for the 2019 season. The Fee Sub-Committee members presented options to the entire Commission at its January meeting. At this time, the Farmers Market Commission is proposing a no-fee increase for the 2019 market season to allow vendors to adjust to the new tier structure for another season. This was reviewed by the Public Works/Finance Committee on January 28, 2019 and recommended to proceed to the full Council.

PROPOSED ACTIONS: Receive report and accept fee recommendation, deny fee recommendation, or take other action deemed appropriate.

REPORTS

City Council

Mayor

Staff

Adjourn

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



Moscow City Council

Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Tuesday
January 22, 2019**

6:00 PM

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

The meeting was called to order at 7:00 PM

PRESENT: Jim Boland Council President, Brandy Sullivan Council Vice President, Art Bettge Councilmember, Kathryn Bonzo Councilmember, Gina Taruscio Councilmember, Anne Zabala Councilmember

ABSENT: Bill Lambert Mayor

STAFF: Gary J. Riedner, Mia Vowels, Bill Belknap, Tyson Berrett, Scott Bontrager, Tyler Palmer, Tim Davis, Kyle Steele, Sarah Banks, Amanda Argona, Dana Rand, Laurie M. Hopkins

Pledge of Allegiance

Council Member Art Bettge led the Pledge of Allegiance.

President Boland said the public hearing that had been scheduled was canceled.

1. Consent Agenda (ACTION ITEM)

A. Approval of Moscow City Council December 17, 2018 Minutes – Laurie M. Hopkins

B. Approval of Moscow City Council January 7, 2019 Minutes – Laurie M. Hopkins

C. Disbursement Report for December 2018 - Sarah Banks

Staff will present the Accounts Payable Report for the month ending December 2018. This was reviewed, signed and recommended for approval by the Public Works/Finance Committee on January 14, 2019.

ACTION: Approve the Disbursements Report for the month of December 2018.

D. First Quarter Financial Report (10/1/2018 - 12/31/2018) for FY2019 - Sarah Banks

Staff will present the financial report for the first quarter of fiscal year 2019 (10/1/2018 - 12/31/2018). This was reviewed and recommended for approval by the Public Works/Finance Committee on January 14, 2019.

ACTION: Approve the report.

E. Request to Dispose of Surplus SCBA and Extrication Equipment - Brian Nickerson

The Moscow Fire Department purchased 40 new self-contained breathing apparatus (SCBA) in FY2018. This purchase included 8 SCBAs which were funded through FEMA grant. The new SCBAs replaced 32 units which were nearing mandatory replacement, but still had useful life. During the FY2018 budget process, it was determined that the City would surplus and try to sell the 32 replaced SCBAs. 16 SCBAs have been sold, leaving a balance of 16 yet to sell. Four of the SCBAs will be transferred to the Water Department, to replace obsolete equipment. The Fire Department has also been contacted by Big Canyon Fire District, located in Peck, Idaho. Big

Canyon Fire District has no SCBA equipment and have a limited budget. Big Canyon Fire District has asked the City to consider donating 12 SCBAs to their District.

In addition, the Fire Department recently replaced their outdated hydraulic extrication equipment with state-of-the-art electric equipment. The vendor of the new equipment would not take the outdated hydraulic extrication equipment on trade, indicating that it had no resale value. Big Canyon Fire District has no extrication equipment, and would like to utilize the surplus hydraulic extrication equipment. This was reviewed by Administrative Committee on January 14, 2019 and recommended for approval.

ACTION: Authorize transfer of 12 SCBAs and hydraulic extrication equipment to Big Canyon Fire District without compensation.

F. 710 Pullman Road & 805 West a Street Lot Line Adjustment - Leah Carlson

The applicant, Whipple Consulting Engineers, is proposing a lot line adjustment between two parcels located at 710 Pullman Road and 805 West A Street. The owner is proposing to reduce the parcel addressed 710 Pullman Road from 41,208 square feet to 34,415 square feet and expand the parcel addressed 805 West A Street from 21,506 square feet to 28,303 square feet. This proposal follows a lot division that was approved on April 2, 2018 for the same property, which split the original 62,714 square foot parcel into two parcels of 21,506 square feet and 41,208 square feet in size. The applicant is now requesting a lot line adjustment to better accommodate for the proposed buildings. Both subject properties are located within the Motor Business (MB) Zoning District, where no minimum lot size or lot width exist. This was reviewed and recommended for approval by the Public Works/Finance Committee on January 14, 2019.

ACTION: Approve the lot line adjustment request with no conditions.

G. Local Highway Safety Improvement Program (LSHIP) FY21 Grant Application - Alisa Anderson

The Highway Safety Improvement Program (HSIP) is a federally funded program aimed at reducing Fatal and Serious Injury crashes on the roadway systems. Local Highway Jurisdictions (LHJs) receive approximately \$8.5 million of the state HSIP funds through the Local Highway Safety Improvement Program (LHSIP), a program administered through the Local Highway Technical Assistance Council (LHTAC). LHJs, such as the City of Moscow, with a Fatal and/or Serious (Type A) crash from 2013 - 2017 are eligible for the program. This federally funded program requires a local match not to exceed 7.34%.

In review and analysis of the citywide crash and accident data for 2013 - 2017, staff has identified a project located on Public Avenue designed to address the high rate of injury crashes and a fatality in this corridor. The project will provide systemic improvements on Public Avenue to extend 2,200 feet from Polk Street to Orchard Avenue. This proposed project will include widening of both lanes from approximately 12 feet with minimal shoulder and adjacent ditch to a full road cross section that includes a 17 foot travel lane (12 feet vehicle and 5 foot bicycle), 5 foot green strip, and 5 foot sidewalk. The project will include the installation of a storm sewer pipe to underground drainage areas that are currently located in roadside ditches, wider asphalt lanes, curb and gutter, green strip, and sidewalk. Additional work may include minor utility adjustments and retaining wall installation where necessary. Total project costs are estimated not exceed to \$1,850,000 requesting \$1,714,000 in federal funding with a local match of 7.34% not to exceed \$136,000. The grant application deadline was Thursday, January 17, 2019. The item was reviewed by the Public Works/Finance Committee on January 14, 2019 and the application was approved for submittal. Staff will seek ratification by the City Council at the January 22, 2019 City Council meeting.

ACTION: Ratify submittal of the grant request for the Local Highway Safety Improvement Program (LHSIP) FY21 Application for the Public Avenue Safety Improvement Project with total project costs estimated not exceed \$1,850,000, federal funding request of \$1,714,000 with a local match of 7.34% not to exceed \$136,000.

H. Waiver for Karma Indian Cuisine Beer and Wine License - Gary J. Riedner

Idaho Code 23-913 prohibits the retail sale of alcohol within 300 feet of a public school or church except with the approval of the governing body of the municipality. Karma Indian Cuisine would like a waiver from the City to obtain a beer and wine license. A letter of support has been obtained from Real Life, which is the church within 300 feet of the restaurant. The location is within the Eastside Marketplace and has historically been a restaurant with beer and/or wine licenses.

ACTION: Approve the waiver allowing alcohol within 300 feet of a church.

Bettge moved, Bonzo seconded to accept the consent agenda. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

2. Staff Recognition Report - Gary J. Riedner

None offered.

3. Mayors Appointments

None offered.

4. Public Comment and Mayor's Response Period (limit 15 minutes)

None offered.

5. City of Moscow Self-Funded Insurance Application & Agreements (ACTION ITEM) - Gary J. Riedner

On May 21, 2018, City Council unanimously directed staff to proceed with the development of a self-funded city employee health insurance proposal for City Council consideration. Staff has worked with long-time benefits consultant The Murray Group (formerly Helbling Benefits) as directed by Council to develop a self-funded health insurance proposal to be submitted to the State of Idaho Department of Insurance (DOI) for consideration. Information was gathered for that application as well as the required Actuarial Study that was completed by Milliman Consulting. That study confirmed that the City's experience lends favorably to self-funding.

An initial application was developed and submitted for review on December 11, 2018 with feedback provided by the DOI on December 28, 2018. On January 14, 2019, additional feedback from the DOI has been coordinated by The Murray Group to provide additional information required for the application to be considered. The DOI is requesting finalized agreements that will be required of the City of Moscow Employee Benefits Trust (Trust), the entity that will manage the benefits plan on behalf of the employees. DOI's approval of the City's application establishes the Trust as an entity.

PROPOSED ACTIONS: (1) Approve the implementation of a self-funded employee health benefits program, including the submission of an application to the Idaho Department of Insurance or take such other action deemed appropriate; and

(2) Approve the appointment of Jennifer Pfiffner, Assistant City Supervisor/Acting HR Director, Sarah Banks, Finance Director and (Brian) Scott Bontrager, Assistant City Engineer as employee representatives to serve as trustees of the City of Moscow Employee Benefits Trust, or take such other action as deemed appropriate; and

- (3) Approve the proposed Service Agreement for Trust, Health Plan, and Benefit Administration Services Provided by the City of Moscow to the City of Moscow Employee Benefits Trust, or take such other action as deemed appropriate; and
- (4) Approve the Business Associate Agreement between the City of Moscow and The Murray Group , or take such other action as deemed appropriate.

In the last couple years, the Department of Insurance has been more amenable for those municipalities with Moscow's staff size to be able to provide self-insurance. Staff feels going to a self-insurance plan will make the system more sustainable. Insurance renewals are based on performance experience from the previous year and inflation. Insurance companies like to have a 15% profit and make up the cost accordingly. Moscow has a very good experience rating so renewals have not been extremely high. However, if the City sets up a trust, there is no profitability and premiums are more consistent. The trust would receive the contributions and Regence would serve as the administrator of benefits. Murray Group would be retained to coordinate the City's responsibility. Stop loss for a single claim is \$75,000 and the aggregate stop loss is set at 125% of the contributions. City employees are very conscientious the benefits. This past year there were only three stop loss and no aggregate claims. Riedner explained how the funding would work. If approved, Staff hopes to transfer to self-insurance on April 1. It would be an invisible transition for employees.

Nellie Armstrong, Murray Group, went through the timeline of the process beginning with submission of the full application on December 11th.

As the trust is a separate legal entity, the contributions stay in the trust and employee benefits are paid from the trust. If the surplus is depleted, there are fail safes to ensure adequate funding in the future. The typical increase with Regence have been 0-6% but with self-insurance, should only see inflationary increases.

Zabala moved and Bettge seconded to approve the implementation of a self-funded employee health benefits program, including the submission of an application to the Idaho Department of Insurance. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bettge moved and Taruscio seconded to approve the appointment of Jennifer Pfiffner, Assistant City Supervisor/Acting HR Director, Sarah Banks, Finance Director and (Brian) Scott Bontrager, Assistant City Engineer as employee representatives to serve as trustees of the City of Moscow Employee Benefits Trust. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Taruscio moved and Bettge seconded to approve the proposed Service Agreement for Trust, Health Plan, and Benefit Administration Services Provided by the City of Moscow to the City of Moscow Employee Benefits Trust. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bonzo moved and Sullivan seconded to approve the Business Associate Agreement between the City of Moscow and The Murray Group. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

The Mayor called for a recess at 6:46 to sign the documents.

The meeting reconvened at 6:57 p.m.

6. Proposed Adjustment for POST Academy Attendance (ACTION ITEM) - Gary J. Riedner

Recently it has come to the attention of City management that Moscow Police Officers attending POST academy are/were required to attend training activities which extended beyond 40 hours in a work week. The United States Department of Labor Fair Labor Standards Act (FLSA) requires that time worked by non-exempt employees in excess of 40 hours per week must be compensated at one and one-half times the employee's hourly rate of pay. In the past, Moscow Police Officers attending POST were paid their regular hourly wage for 40 hours per week. Time in excess of 40 hours was not compensated, likely because attendance at POST was considered an "apprenticeship" as defined by the FLSA, and therefore not subject to the 40-hour regulation. After inquiry, a review of the program was conducted by the City Attorney, and it was concluded that the POST program does not meet the FLSA requirements for an apprenticeship. The accompanying memo from the City Supervisor outlines the proposed resolution to adjust affected police officers' pay to compensate them for the overtime incurred.

This was reviewed by Administrative Committee on January 14, 2019 and recommended for approval.

PROPOSED ACTIONS: Adjust affected police officers' pay pursuant to the attached memo to compensate them for the overtime incurred while attending POST academy; or take such other action deemed appropriate.

Riedner introduced the item as written above. Staff reviewed City records for officers that attended post while in City employment. In the past three years there were nine officers. The actual overtime that POST logged for those individual officers with their pay salary at the time was adjusted and paid. There were additional officers that were mandated to attend POST that are still in employment but were prior to the three year stipulation. Staff is asking Council to consider compensating those officers as well. With confirmation and correction to some of the information this afternoon, the new estimate is approximately \$70,000 and there is capacity in the budget. Riedner explained the changes to how POST has evolved over the years. It will now be a 15 week course with no time outside of the 40 hour work week. Taruscio moved and Bonzo seconded to adjust affected police officers' pay pursuant to the attached memo to compensate them for the overtime incurred while attending POST academy. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Alcohol Resolution for City-Sponsored Events in City Hall (ACTION ITEM) - Jen Pfiffner

The Moscow Farmers Market has been an active sponsor of Love Your Farmer, Love Your Food and was the initiator of the original event in 2015. The event's intention is to provide an opportunity for community members to engage with local producers and their regional food system during the Market's off-season. The event has continued to be a collaborative partnership with other local food entities including Moscow Food Co-op, University of Idaho-Extension, Rural Roots, and the Palouse-Clearwater Food Coalition. The Moscow Farmers Market is interested in holding the event at City Hall in Council Chambers on Wednesday, February 20, 2019 from 6:00 to 8:00 p.m. and would like to feature a no-host bar from Moscow Brewing Company to accompany the light appetizers provided by the Moscow Food Co-op. Currently, the only City entity allowed to feature a no-host bar in City Hall is the Arts Department during Third Street Gallery art openings. The Moscow Farmers Market, as part of the Community Events Division would like to propose broadening the scope of Resolution No. 2010-04 to allow other City Departments to pursue having a no-host bar in City Hall and the Third Street Gallery. This flexibility would provide additional options for other events hosted at City Hall such as executive socials, Commission Fairs and the like. This was reviewed and recommended for approval by the Administrative Committee on January 14, 2019.

PROPOSED ACTIONS: Approve the proposed resolution, or take other such action deemed appropriate.

Argona introduced the item as written above clarifying staff does not anticipate events going beyond 8 p.m. Because it is only City functions, staff suggested administrative approval where other events that involve outside organizations in the parks for instance, will continue to be approved by City Council. Bettge moved and Zabala seconded to approve the proposed resolution. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

8. Stormwater Phase II Agreement with Aspect Consulting (ACTION ITEM) - Kyle Steele

In October 2016, the firm Cardno-GS (now Aspect Consulting) of Yakima, Washington was selected to assist the City of Moscow in the structuring and eventual implementation of a Storm Water Utility. Due to budget limitations at the time, the work to accomplish this goal was planned to be conducted in phases with two professional services agreements. The work under this agreement will accomplish the remaining tasks, toward formation of the utility, that were not completed under Phase I of the project. It will include the preparation of a storm water utility customer billing database, a final storm water management program budget and financial plan, development of a storm water user fee ordinance, and technical assistance with various public involvement meetings and workshops. The attached Task Order 2 for professional services in the amount of \$185,000 is for Aspect Consulting to perform this work. The cost of the Task Order exceeds the amount budgeted in the FY2019 budget for the project. Because of the impending approval of the EPA NPDES Storm Water Permit, staff is recommending that City Council approve the Task Order in order move the project forward. The additional funding will be reallocated from the Sewer Fund's FY2019 Professional Services fund in accordance with the attached memo. This was reviewed and recommended for approval by the Public Works/Finance Committee on January 14, 2019.

PROPOSED ACTIONS: Approve Task Order 2 for the professional services of Aspect Consulting in an amount not to exceed \$185,000.

Steele introduced the item as written above with anticipation of 12 more months of work. Bettge moved and Zabala seconded to approve Task Order 2 for the professional services of Aspect Consulting in an amount not to exceed \$185,000. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

9. Proposed Lot Division at 334 Southview Avenue (ACTION ITEM) - Leah Carlson

Nils Peterson and the Moscow Affordable Housing Trust are requesting a lot division for a 9,247 square foot parcel of land located at 334 Southview Avenue in the City of Moscow. The owner proposes to establish three townhouse lots of approximately 3,258 sf, 2,591 sf, and 3,398 sf from the original parcel. The subject property is located within the Medium Density (R-3) Zoning District. The minimum lot size for a townhouse lot in the R-3 Zoning District is 2,000 sf and the minimum lot width is 20 feet. The three proposed lots are sufficiently sized to meet these requirements. Property owners within 600 feet of the subject property have been notified of the proposed division and notice of the public meeting was posted on site seven (7) days prior to the public meeting date. This was reviewed and recommended for approval by the Public Works/Finance Committee on January 14, 2019.

PROPOSED ACTIONS: Approve the lot division request with no conditions.

Belknap introduced the item as written above. Taruscio moved and Zabala seconded to approve the lot division with no conditions. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

10. Amendment to Comprehensive Sanitation System Master Plan Services Agreement (ACTION ITEM) - Tim Davis

The Sanitation Department procured the services of Great West Engineering, Boise, Idaho, for the development of a Comprehensive Sanitation System Master Plan (CSSMP) on February 26, 2018. The CSSMP process concluded with a City Council workshop presentation on October 28, 2018. One of the primary focuses of the CSSMP was the assessment of the condition and level of service provided at the existing Moscow Recycling Center (MRC). The evaluation was predicated on: 1.) potentially relocating MRC to a different location; 2.) relocating the baling/processing component of MRC to the Latah Sanitation, Inc. Solid Waste Processing Facility east of Moscow on highway 8; 3.) providing the City an opportunity to improve on services, safety and accessibility of MRC and yard waste facility. Based on the CSSMP and discussions at the City Council workshop, staff understood the direction to be to explore integrating prototypical conceptual facility designs developed by Great West Engineering to the existing MRC site. This will likely require relocation of the MRC baling/processing building. Staff has requested that Great West Engineering submit an amendment proposal to the CSSMP Agreement to perform preliminary design at the MRC for City Council consideration. The preliminary design will develop up to two schematic layout designs for the MRC and yard waste site for future City Council consideration of a preferred alternative. The project is estimated to take approximately four months to complete and the cost of the proposed amendment is \$35,713. This was reviewed by the Administrative Committee on January 14, 2019 and forwarded to the full Council.

PROPOSED ACTIONS: Approve the proposed Amendment to the Comprehensive Sanitation System Master Plan with Great West Engineering; or take other such action deemed appropriate.

Davis introduced the item as written above saying this will be a very preliminary design. Depending on the preferred alternative, the City will need to go forward to Latah Sanitation Inc. to move the bailing operation to the Solid Waste Processing Facility. Taruscio emphasized the importance of updating the community on the process. With the rapid changes in recycling, Boland reiterated the City needing to be able to deal with those changes and worth the additional research. He moved and Taruscio seconded to approve the proposed Amendment to the Comprehensive Sanitation System Master Plan with Great West Engineering. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Reports

City Council

Transportation Commission – Zabala said the Commission had a review of past projects and discussed possible future projects; discussed the four-way stops at Hayes and Blaine.

Human Rights Commission – Zabala reported the Commission discussed a refugee and immigration social justice forum to be held in February. The Martin Luther King Jr breakfast was held this past weekend.

Moscow Urban Renewal Agency – Bettge reported the Agency extended the exclusive agreement with Needhams at Alturas and the Agency received three plans for the 6th and Jackson property. Sullivan added the RFP proposals would be at the February 7th MURA meeting and public comment will be taken.

Palouse Knowledge Corridor – Bettge said the Bootcamp is divided into two parts to take place in June and September and they will be reaching out to high schools.

Palouse Basin Aquifer Committee – Boland said they held a communication subcommittee meeting; U of I has grant money to study on public perception.

SMART Transit – Boland reported there would be a more in depth audit over the next two years. Taruscio added there were unforeseen expenses such as a bus engine blowing up.

Planning & Zoning Commission – Sullivan said the Commission is discussing the possibility of removing limits on recreational vehicles; floodplain updates; subdivision code review; and what clustered developments could look like.

Moscow Volunteer Fire Department – Taruscio said they are still working on their strategic planning process and are reviewing the bylaws; station one remodel is moving forward with step two; the annual crab feed is scheduled for Feb 9th.

Fair & Affordable Housing Commission – Bonzo said the Commission needs members; they had a presentation on housing; they are considering another housing fair; a safe parking discussion; and a certificate of appreciation to Steve Bonnar.

Sustainable Environment Commission – Bonzo reported the Commission received a sustainability report including rebate and wisescape history; created a new video on curbside recycling; planning for environmental steward awards; and discussed carbon neutral cities.

Other events included the Martin Luther King Jr breakfast and award recipients were mentioned and an edible forest park workshop where they discussed the initial survey results; concept and designs; and management of the park. The AIC City Officials Day at the Capitol takes place this Thursday.

Adjourn

The meeting adjourned at 7:46 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, February 4, 2019



RESPONSIBLE STAFF

Leah Carlson, Planner I

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on January 28, 2019 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Proposed Lot Line Adjustment and Lot Division: 1821-1831 East 'F' Street - Leah Carlson

DESCRIPTION

The applicant, Helene Rogalski, is requesting a lot line adjustment to expand the existing two parcels addressed 1821 and 1831 East 'F' Street from 13,210 sf to 14,615 sf. The applicant is also requesting a lot division to split the existing two parcels into four parcels of approximately 7,000 sf, 7,000 sf, 7,615 sf, and 7,615 sf in size. The parcels are located within the Medium Density Residential (R-3) Zoning District. In the R-3 zoning district, the minimum lot area for any housing type is 7,000 sf and the minimum lot width is 60 feet. The proposed parcels meet these requirements. The parcels are currently undeveloped with no buildings on site. Property owners within 600 feet of the property have been notified of the proposed division and notice was posted on site seven (7) days prior to the public meeting date. This was reviewed by the Public Works/Finance Committee on January 28, 2019 and recommended for approval.

STAFF RECOMMENDATION

Approve lot line adjustment and lot division with no conditions.

PROPOSED ACTIONS

ACTION: Approve the lot line adjustment and lot division with no conditions.

FISCAL IMPACT

No Fiscal Impact.

PERSONNEL IMPACT

No Personnel Impact.

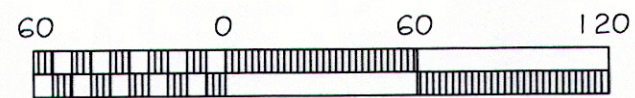
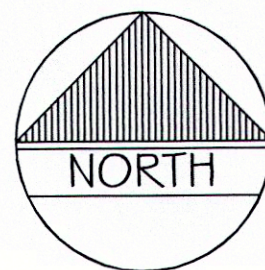
ATTACHMENTS

1. Site Plan
2. Parcel Descriptions

T 39 N, R 5 W, S 9

RECORD OF SURVEY

A Boundary Line Adjustment &
Division of Land located in Lot 15 of
Schumacher's Addition to Moscow
Section 9, T39N, R5W, Boise Meridian
City of Moscow, Latah County, Idaho



ORIGINAL SCALE : 1" = 60 FEET
CADD FILE : Rogalski.BLA 2018.RD5.dwg

LEGEND

- Set 5/8" X 30" long rebar w/ aluminum cap LS 10162
- Found Property Corner: 5/8" dia. rebar LS 10162 or as Noted
- Calculated Position - Nothing Found or Set
- Found Section or 1/4 Section Corner
- (M) Measured
- (R) Record Per Schumacher's Addition
- Subject Property Boundary Line
- Section Line
- City Street Centerline
- City Street Right of Way Line
- Existing Lot Lines
- Easement

BASIS OF BEARINGS

The Basis of Bearings for this survey is the Idaho Coordinate System, West Zone, NAD 83, as shown between the found west quarter corner and the found northwest corner of Section 9, said bearing being N 00°14'31" E.

SURVEY REFERENCES

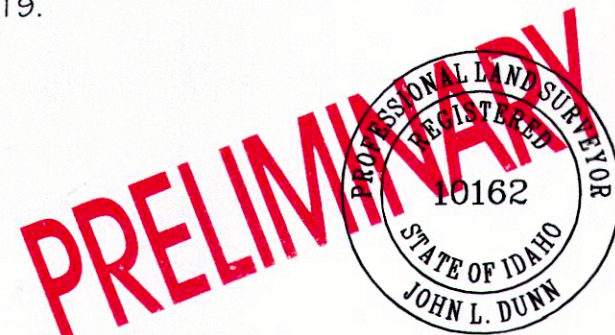
- Personal Representative's Deed, Instrument Number 543587
- Quit Claim Deed, Instrument Number 524966
- Plat of Schumacher's Addition to Moscow, Instrument Number 37010
- Val Halla Addition, Instrument Number 260848
- Lund's Subdivision, Instrument Number 294602
- Record of Survey, Instrument Number 453767, PL5 7013, 2000
- Record of Survey, Instrument Number 577973, PL5 10162, 2016

SURVEYOR NOTES

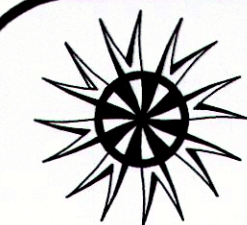
1. The purpose of this survey is to extend the boundary lines of Parcels 1 & 2 south (approximately 17 feet) and to subdivide said parcels to create four new parcels, in compliance with City of Moscow Ordinance as depicted hereon.

SURVEYOR CERTIFICATION

This map correctly represents a survey made by me or under my direction in conformance with the Survey Recording Act and at the request of Helene Rogalski in January, 2019.



John L. Dunn - Idaho Professional Land Surveyor



RIM ROCK CONSULTING, INC.

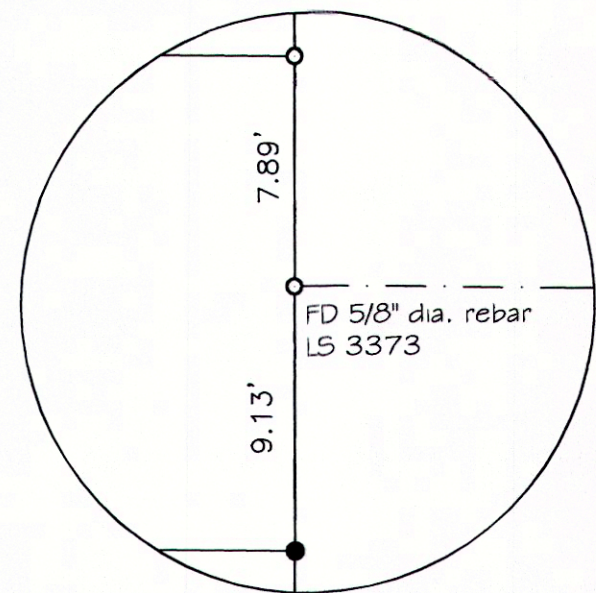
- Land Surveying
- Site Planning
- Mapping

129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

SHEET
1
OF
1

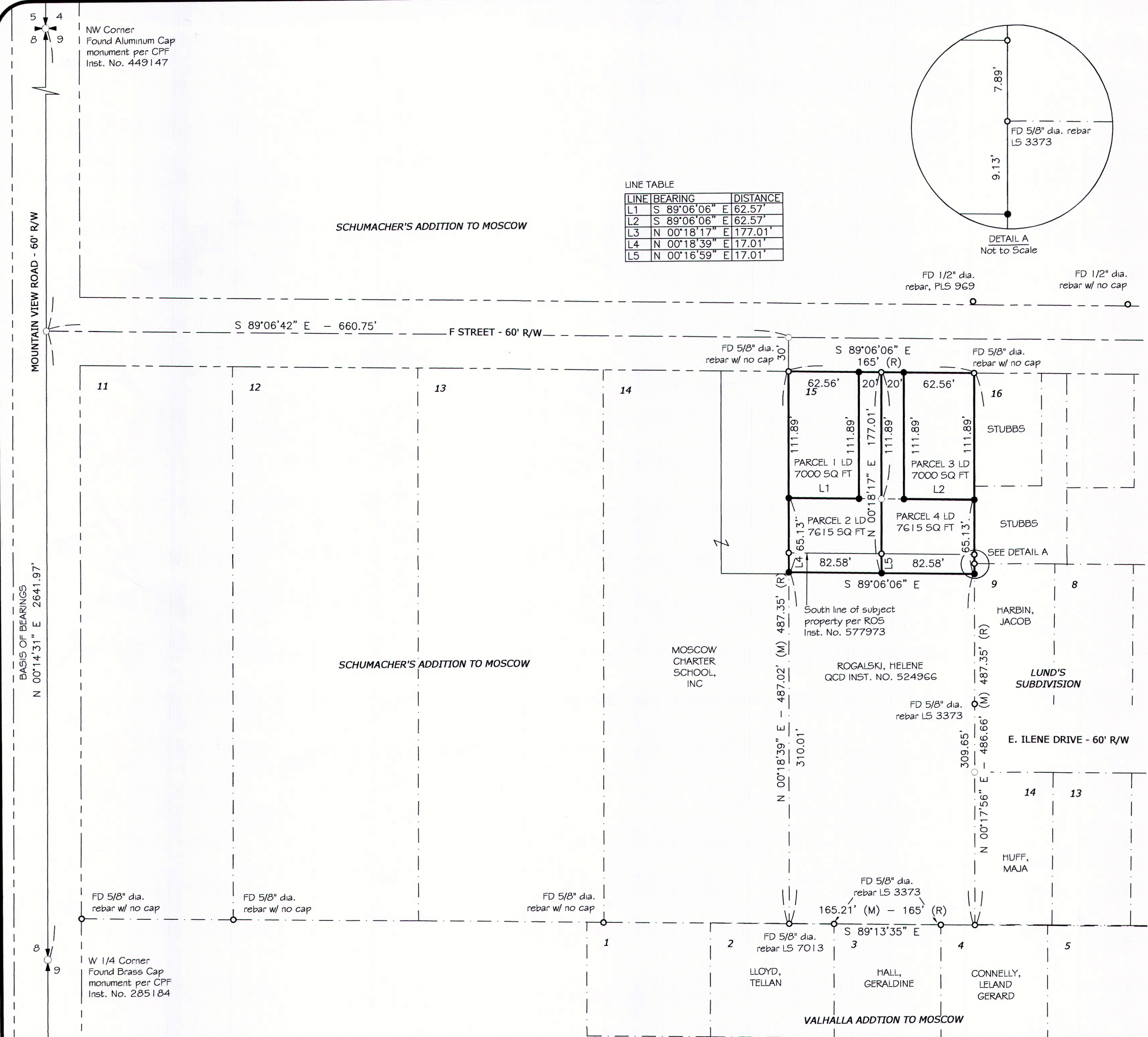
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°06'06" E	62.57'
L2	S 89°06'06" E	62.57'
L3	N 00°18'17" E	177.01'
L4	N 00°18'39" E	17.01'
L5	N 00°16'59" E	17.01'



FD 1/2" dia.
rebar, PLS 969

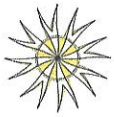
FD 1/2" dia.
rebar w/ no cap



COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH
RECORDED AT THE REQUEST OF _____
AT _____ THIS _____ DAY OF _____
RECORDER _____
DEPUTY _____

DATE	STATE	COUNTY	PROJECT	DRAWN BY
JANUARY 2019	ID	LATAH	ROGALSKI - BLA 2018	JLD/TMH



Rim Rock Consulting, Inc.

LUP2018-0035

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFEDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHLIN, PLS / ID, WA

PROPERTY DESCRIPTION FOR HELENE ROGALSKI (LOT DIVISION PARCEL 4)

A parcel of land located in Lot 15 of Schumacher's Addition, Section 9, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho described as follows:

COMMENCING at the northwest corner of Lot 15; thence along the north line thereof, S 89°06'06" E, 82.56 feet to the **POINT OF BEGINNING**:

Thence S 89°06'06" E, 20.00 feet;
Thence S 00°18'17" W, 111.89 feet;
Thence S 89°06'06" E, 62.57 feet to a point on the east line of Lot 15;
Thence along said east line, S 00°17'56" W, 65.13 feet;
Thence N 89°06'06" W, 82.58 feet;
Thence N 00°18'17" E, 177.01 feet to the **POINT OF BEGINNING**.

Containing 0.17 acres (7615 square feet), more or less.

SUBJECT TO AND TOGETHER WITH: An easement for ingress, egress, and utilities located in Lot 15 of Schumacher's Addition, Section 9, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho described as follows:

COMMENCING at the northwest corner of Lot 15; thence along the north line thereof, S 89°06'06" E, 82.56 feet to the **POINT OF BEGINNING**:

A strip of land, 40 feet wide, lying 20 feet on each side of the following described centerline:

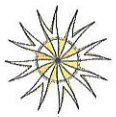
Thence S 00°18'17" W, 111.89 feet to the termination of this easement.

This description was prepared by John L. Dunn on January 4, 2019.

129 West 3rd Street, #102 • Moscow, ID 83843
(208) 883-5339 phone • (208) 883-4309 fax



Received 1-7-19



Rim Rock Consulting, Inc.

LUP2018-0035

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFEDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHLIN, PLS / ID, WA

PROPERTY DESCRIPTION FOR HELENE ROGALSKI (LOT DIVISION PARCEL 3)

A parcel of land located in Lot 15 of Schumacher's Addition, Section 9, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho described as follows:

COMMENCING at the northwest corner of Lot 15; thence along the north line thereof, S 89°06'06" E, 102.56 feet to the **POINT OF BEGINNING**:

Thence continuing along said north line, S 89°06'06" E, 62.56 feet to the northeast corner of said Lot 15;

Thence along the east line thereof, S 00°17'56" W, 111.89 feet;

Thence N 89°06'06" W, 62.57 feet;

Thence N 00°18'17" E, 111.89 feet to the **POINT OF BEGINNING**.

Containing 0.17 acres (7000 square feet), more or less.

TOGETHER WITH: An easement for ingress, egress, and utilities located in Lot 15 of Schumacher's Addition, Section 9, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho described as follows:

COMMENCING at the northwest corner of Lot 15; thence along the north line thereof, S 89°06'06" E, 82.56 feet to the **POINT OF BEGINNING**:

A strip of land, 40 feet wide, lying 20 feet on each side of the following described centerline:

Thence S 00°18'17" W, 111.89 feet to the termination of this easement.

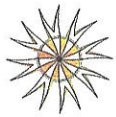
This description was prepared by John L. Dunn on January 4, 2019.

PRELIMINARY

129 West 3rd Street, #102 • Moscow, ID 83843
(208) 883-5339 phone • (208) 883-4309 fax



Received 1-7-19



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PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFEDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHLIN, PLS / ID, WA

PROPERTY DESCRIPTION FOR HELENE ROGALSKI (LOT DIVISION PARCEL 2)

A parcel of land located in Lot 15 of Schumacher's Addition, Section 9, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho described as follows:

COMMENCING at the northwest corner of Lot 15; thence along the north line thereof, S 89°06'06" E, 62.56 feet to the **POINT OF BEGINNING**:

Thence S 89°06'06" E, 20.00 feet;
Thence S 00°18'17" W, 177.01 feet;
Thence N 89°06'06" W, 82.58 feet to a point on the west line of said Lot 15;
Thence along the west line thereof, N 00°18'39" E, 65.13 feet;
Thence leaving said line, S 89°06'06" E, 62.57 feet;
Thence N 00°18'17" E, 111.89 feet to the **POINT OF BEGINNING**.

Containing 0.17 acres (7615 square feet), more or less.

SUBJECT TO AND TOGETHER WITH: An easement for ingress, egress, and utilities located in Lot 15 of Schumacher's Addition, Section 9, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho described as follows:

COMMENCING at the northwest corner of Lot 15; thence along the north line thereof, S 89°06'06" E, 82.56 feet to the **POINT OF BEGINNING**:

A strip of land, 40 feet wide, lying 20 feet on each side of the following described centerline:

Thence S 00°18'17" W, 111.89 feet to the termination of this easement.

This description was prepared by John L. Dunn on January 4, 2019.

129 West 3rd Street, #102 • Moscow, ID 83843
(208) 883-5339 phone • (208) 883-4309 fax





Rim Rock Consulting, Inc.

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFEDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHLIN, PLS / ID, WA

PROPERTY DESCRIPTION FOR HELENE ROGALSKI (LOT DIVISION PARCEL 1)

A parcel of land located in Lot 15 of Schumacher's Addition, Section 9, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho described as follows:

BEGINNING at the northwest corner of Lot 15;
Thence along the north line thereof, S 89°06'06" E, 62.56 feet;
Thence S 00°18'17" W, 111.89 feet;
Thence N 89°06'06" W, 62.57 feet to a point on the west line of said Lot 15;
Thence along said west line, N 00°18'39" E, 111.89 feet to the **POINT OF BEGINNING**.

Containing 0.16 acres (7000 square feet), more or less.

TOGETHER WITH: An easement for ingress, egress, and utilities located in Lot 15 of Schumacher's Addition, Section 9, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho described as follows:

COMMENCING at the northwest corner of Lot 15; thence along the north line thereof, S 89°06'06" E, 82.56 feet to the **POINT OF BEGINNING**:

A strip of land, 40 feet wide, lying 20 feet on each side of the following described centerline:

Thence S 00°18'17" W, 111.89 feet to the termination of this easement.

This description was prepared by John L. Dunn on January 4, 2019.

PRELIMINARY

129 West 3rd Street, #102 • Moscow, ID 83843
(208) 883-5339 phone • (208) 883-4309 fax
rimrock@rimrockconsulting.net



CITY COUNCIL STAFF REPORT

DATE: Monday, February 4, 2019



RESPONSIBLE STAFF

Leah Carlson, Planner I

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on January 28, 2019 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

No other resources.

AGENDA ITEM TITLE

Proposed Lot Line Adjustments: 1627-1733 and 1745-1751 East Third Street - Leah Carlson

DESCRIPTION

The applicant, Phil Rheingans, is requesting eight (8) lot line adjustments within the Harvest Hills development. The proposed lot line adjustments will affect the properties addressed 1627-1733 and 1745-1751 East Third Street. The applicant is requesting the lot line adjustments in order to better accommodate the design of twinhomes that are proposed to be constructed upon the subject properties. The existing lot configurations currently present challenges accommodating the proposed twinhome design with the required side yard setbacks. The subject properties are located within the Medium Density Residential (R-3) Zoning District. Within the R-3 Zoning District, twinhomes require a minimum lot area of 2,000 square feet and a minimum lot width of thirty feet (30'). All proposed lot areas and lot widths meet these requirements. This was reviewed by the Public Works/Finance Committee on January 28, 2019 and recommended for approval.

STAFF RECOMMENDATION

Approve the lot line adjustment requests with no conditions.

PROPOSED ACTIONS

ACTION: Approve lot line adjustments with no conditions.

FISCAL IMPACT

No fiscal Impact.

PERSONNEL IMPACT

No personnel Impact.

ATTACHMENTS

1. Application Letter
2. Property Descriptions
3. Site Plans

January 15, 2019

Mayor Lambert and Moscow City Council
Moscow City Hall
206 East 3rd Street
Moscow, ID 83843

Re: Harvest Hills Lot Line Adjustments

Dear Mayor Lambert and City Council:

Phil Rheingans the owner of Harvest Hills Addition Phase 1 would like to adjust the twin home lot lines along the south side of Third Street. The purpose of this request is to realign the lot lines to better fit the newly proposed building design.

Enclosed is a proposed record of survey showing the existing and proposed lot lines. Also enclosed are legal descriptions for the revised lots.

Attached are the following:

1. Existing Plat
2. Proposed Record of Survey with existing and proposed property lines and building layouts
3. Proposed legal descriptions

Please do not hesitate to contact me if you have questions regarding the lot line adjustment request.

Sincerely,



Scott Becker, PE
Principal
Hodge and Associates Inc.

Enc.
Cc Phil Rheingans

11/15/2018

Legal Description by Hodge & Associates
For Phil Rheingans
Parcel A

A legal description for a parcel of land, located in the SW1/4 of the SW1/4 of Section 9, T39N, R5W, B.M., being a portion of Lots 9 & 10, Block 2 of Harvest Hills First Addition to the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Beginning at the south corner of Lot 9, Block 2 of Harvest Hills First Addition;
Thence N43°56'05"W, 134.27 feet to the west corner of said Lot 9 and the southerly right-of-way of Third Street;
Thence along said southerly right-of-way, N41°50'51"E, 40.00 feet to a point S41°50'51"W, 2.61 feet from the west corner of Lot 10, Block 2 of Harvest Hills First Addition;
Thence leaving said southerly right-of-way at a right angle, S48°09'09"E, 137.59 feet to the southeasterly line of said Lot 10;
Thence S46°03'55"W, 7.51 feet to the east corner of Lot 9, Block 2 of Harvest Hills First Addition;
Thence S46°03'55"W, 42.50 feet to the **Point of Beginning**.

Parcel contains 6,109 square feet, more or less.

Subject to: a 10.00 foot wide public utility easement along the northwesterly boundary of this parcel, per the Plat of Harvest Hills First Addition.

Also Subject to: a 10.00 utility easement along the southeasterly boundary of this parcel, per Easement, Instrument #474639.



11/15/2018

Legal Description by Hodge & Associates
For Phil Rheingans
Parcel B

A legal description for a parcel of land, located in the SW1/4 of the SW1/4 of Section 9, T39N, R5W, B.M., being a portion of Lots 9, 10 & 11, Block 2 of Harvest Hills First Addition to the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Commencing at the south corner of Lot 9, Block 2 of Harvest Hills First Addition, thence N46°03'55"E, 50.01 feet to a point N46°03'55"E, 7.51 feet from the south corner of Lot 10, Block 2 of Harvest Hills First Addition and the **Point of Beginning**:

Thence perpendicular to the south right-of-way of Third Street, N48°09'09"W, 137.59 feet to said southerly right-of-way and the northwesterly line of Lot 9, Block 2 of Harvest Hills First Addition;

Thence along said southerly right-of-way, N41°50'51"E, 2.61 feet to the west corner of Lot 10, Block 2 of Harvest Hills First Addition;

Thence continuing along said southerly right-of-way N41°50'51"E, 38.39 feet to a point S41°50'51"W, 2.22 feet from the west corner of Lot 11, Block 2 of Harvest Hills First Addition;

Thence leaving said southerly right-of-way at a right angle, S48°09'09"E, 140.61 feet to the southeasterly line of said Lot 11;

Thence S46°03'55"W, 8.12 feet to the east corner of Lot 10, Block 2 of Harvest Hills First Addition;

Thence S46°03'55"W, 32.99 feet to the **Point of Beginning**.

Parcel contains 5,703 square feet, more or less.

Subject to: a 10.00 foot wide public utility easement along the northwesterly boundary of this parcel, per the Plat of Harvest Hills First Addition.

Also Subject to: a 10.00 utility easement along the southeasterly boundary of this parcel, per Easement, Instrument #474639.



11/15/2018

Legal Description by Hodge & Associates
For Phil Rheingans
Parcel C

A legal description for a parcel of land, located in the SW1/4 of the SW1/4 of Section 9, T39N, R5W, B.M., being a portion of Lots 10, 11 & 12, Block 2 of Harvest Hills First Addition to the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Commencing at the south corner of Lot 9, Block 2 of Harvest Hills First Addition, thence N46°03'55"E, 91.12 feet to a point N46°03'55"E, 8.12 feet from the south corner of Lot 11, Block 2 of Harvest Hills First Addition and the **Point of Beginning**:

Thence perpendicular to the south right-of-way of Third Street, N48°09'09"W, 140.61 feet to said southerly right-of-way and the northwesterly line of Lot 10, Block 2 of Harvest Hills First Addition;

Thence along said southerly right-of-way, N41°50'51"E, 2.22 feet to the west corner of Lot 11, Block 2 of Harvest Hills First Addition;

Thence continuing along said southerly right-of-way N41°50'51"E, 38.78 feet to a point S41°50'51"W, 1.83 feet from the west corner of Lot 12, Block 2 of Harvest Hills First Addition;

Thence leaving said southerly right-of-way at a right angle, S48°09'09"E, 143.63 feet to the southeasterly line of said Lot 12;

Thence S46°03'55"W, 8.74 feet to the east corner of Lot 11, Block 2 of Harvest Hills First Addition;

Thence S46°03'55"W, 32.38 feet to the **Point of Beginning**.

Parcel contains 5,827 square feet, more or less.

Subject to: a 10.00 foot wide public utility easement along the northwesterly boundary of this parcel, per the Plat of Harvest Hills First Addition.

Also Subject to: a 10.00 utility easement along the southeasterly boundary of this parcel, per Easement, Instrument #474639.



11/15/2018

Legal Description by Hodge & Associates
For Phil Rheingans
Parcel D

A legal description for a parcel of land, located in the SW1/4 of the SW1/4 of Section 9, T39N, R5W, B.M., being a portion of Lots 11, 12 & 13, Block 2 of Harvest Hills First Addition to the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Commencing at the south corner of Lot 9, Block 2 of Harvest Hills First Addition, thence N46°03'55"E, 132.23 feet to a point N46°03'55"E, 8.74 feet from the south corner of Lot 12, Block 2 of Harvest Hills First Addition and the **Point of Beginning**:

Thence perpendicular to the south right-of-way of Third Street, N48°09'09"W, 143.63 feet to said southerly right-of-way and the northwesterly line of Lot 11, Block 2 of Harvest Hills First Addition;

Thence along said southerly right-of-way, N41°50'51"E, 1.83 feet to the west corner of Lot 12, Block 2 of Harvest Hills First Addition;

Thence continuing along said southerly right-of-way N41°50'51"E, 39.17 feet to a point S41°50'51"W, 1.78 feet from the west corner of Lot 13, Block 2 of Harvest Hills First Addition;

Thence leaving said southerly right-of-way at a right angle, S48°09'09"E, 146.66 feet to the southeasterly line of said Lot 13;

Thence S46°03'55"W, 9.01 feet to the east corner of Lot 12, Block 2 of Harvest Hills First Addition;

Thence S46°03'55"W, 32.10 feet to the **Point of Beginning**.

Parcel contains 5,951 square feet, more or less.

Subject to: a 10.00 foot wide public utility easement along the northwesterly boundary of this parcel, per the Plat of Harvest Hills First Addition.

Also Subject to: a 10.00 utility easement along the southeasterly boundary of this parcel, per Easement, Instrument #474639.



11/15/2018

Legal Description by Hodge & Associates
 For Phil Rheingans
Parcel E

A legal description for a parcel of land, located in the SW1/4 of the SW1/4 of Section 9, T39N, R5W, B.M., being a portion of Lots 12 & 13, Block 2 of Harvest Hills First Addition to the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Commencing at the south corner of Lot 9, Block 2 of Harvest Hills First Addition, thence N46°03'55"E, 173.34 feet to a point N46°03'55"E, 9.01 feet from the south corner of Lot 13, Block 2 of Harvest Hills First Addition and the **Point of Beginning**:

Thence perpendicular to the south right-of-way of Third Street, N48°09'09"W, 146.66 feet to said southerly right-of-way and the northwesterly line of Lot 12, Block 2 of Harvest Hills First Addition;

Thence along said southerly right-of-way, N41°50'51"E, 1.78 feet to the west corner of Lot 13, Block 2 of Harvest Hills First Addition;

Thence continuing along said southerly right-of-way, and the northerly line of said Lot 13 the following two courses:

Thence N41°50'51"E, 10.77 feet;

Thence 52.15 feet along a curve to the right, said curve having a Delta = 13°53'49", Radius = 215.00 feet, Chord = 52.02 feet and a Chord Bearing = N48°47'46"E to the north corner of said Lot 13;

Thence leaving said southerly right-of-way, S31°12'08"E, 148.35 feet to the east corner of said Lot 13;

Thence S46°03'55"W, 20.99 feet to the **Point of Beginning**.

Parcel contains 6,319 square feet, more or less.

Subject to: a 10.00 foot wide public utility easement along the northwesterly boundary of this parcel, per the Plat of Harvest Hills First Addition.

Also Subject to: a 10.00 utility easement along the southeasterly boundary of this parcel, per Easement, Instrument #474639.



11/15/2018

Legal Description by Hodge & Associates
For Phil Rheingans
Parcel F

A legal description for a parcel of land, located in the SW1/4 of the SW1/4 of Section 9, T39N, R5W, B.M., being a portion of Lots 15 & 16, Block 2 of Harvest Hills First Addition to the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Commencing at the south corner of Lot 9, Block 2 of Harvest Hills First Addition, thence N46°03'55"E, 224.33 feet to the southwest corner of Lot 15, Block 2 of Harvest Hills First Addition and the **Point of Beginning**:

Thence N17°28'57"W, 139.90 feet to the northwest corner of said Lot 15 and the southerly right-of-way of Third Street;

Thence along said southerly right-of-way, 58.66 feet along a curve to the right, said curve having a Delta = 15°37'57", Radius = 215.00 feet, Chord = 58.48 feet and a Chord Bearing = N80°20'01"E to the northwest corner of Lot 16, Block 2 of Harvest Hills First Addition;

Thence continuing along said southerly right-of-way and along the northerly line of said Lot 16, 5.49 feet along a curve to the right, said curve having a Delta = 1°27'44", Radius = 215.00 feet, Chord = 5.49 feet and a Chord Bearing = N88°52'51"E;

Thence leaving said southerly right-of-way and said northerly line, S0°29'35"W, 143.53 feet to the south line of Lot 15, Block 2 of Harvest Hills First Addition;

Thence N89°33'13"W, 19.87 feet to the **Point of Beginning**.

Parcel contains 5,949 square feet, more or less.

Subject to: a 10.00 foot wide public utility easement along the northerly boundary of this parcel, per the Plat of Harvest Hills First Addition.



11/15/2018

**Legal Description by Hodge & Associates
For Phil Rheingans
Parcel G**

A legal description for a parcel of land, located in the SW1/4 of the SW1/4 of Section 9, T39N, R5W, B.M., being a portion of Lots 15 & 16, Block 2 of Harvest Hills First Addition to the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Commencing at the south corner of Lot 9, Block 2 of Harvest Hills First Addition, thence N46°03'55"E, 224.33 feet to the southwest corner of Lot 15, Block 2 of Harvest Hills First Addition, thence along the south line of said Lot 15, S89°33'13"E, 19.87 feet to the **Point of Beginning**:

Thence leaving said south line N0°29'35"E, 143.53 feet to the northerly line of Lot 16, Block 2 of Harvest Hills First Addition and the southerly right-of-way of Third Street;

Thence along said northerly line and said southerly right-of-way the following two courses:

Thence 3.31 feet along a curve to the right, said curve having a Delta = 0°52'51",

Radius = 215.00 feet, Chord = 3.31 feet and a Chord Bearing = S89°56'51"E;

Thence S89°30'25"E, 37.69 feet to the northeast corner of said Lot 16;

Thence leaving said southerly right-of-way, S0°29'35"W, 143.52 feet to the southeast corner of said Lot 16;

Thence N89°33'13"W, 30.44 feet to the southeast corner of Lot 15, Block 2 of Harvest Hills First Addition;

Thence N89°33'13"W, 10.57 feet to the **Point of Beginning**.

Parcel contains 5,885 square feet, more or less.

Subject to: a 10.00 foot wide public utility easement along the northerly boundary of this parcel, per the Plat of Harvest Hills First Addition.



11/15/2018

Legal Description by Hodge & Associates
For Phil Rheingans
Parcel H

A legal description for a parcel of land, located in the SW1/4 of the SW1/4 of Section 9, T39N, R5W, B.M., being a portion of Lot 8, Block 2 of Harvest Hills First Addition to the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Beginning at the south corner of Lot 9, Block 2 of Harvest Hills First Addition;
Thence along the southeasterly line of Lot 8, Block 2 of Harvest Hills First Addition
S46°03'55"W, 41.00 feet;
Thence, leaving said southeasterly line at a right angle, N43°56'05"W, 131.25 feet to the
northwesterly line of said Lot 8 and the southerly right-of-way of Third Street;
Thence along said southerly right-of-way, N41°50'51"E, 41.11 feet to the north corner of said
Lot 8, Block 2;
Thence leaving said southerly right-of-way, perpendicular to the southeasterly line of said Lot 8,
S43°56'05"E, 134.27 feet to the **Point of Beginning**.

Parcel contains 5,443 square feet, more or less.

Subject to: a 10.00 foot wide public utility easement along the northwesterly boundary of this
parcel, per the Plat of Harvest Hills First Addition.

Also Subject to: a 10.00 utility easement along the southeasterly boundary of this parcel, per
Easement, Instrument #474639.



11/15/2018

**Legal Description by Hodge & Associates
For Phil Rheingans
Parcel I**

A legal description for a parcel of land, located in the SW1/4 of the SW1/4 of Section 9, T39N, R5W, B.M., being a portion of Lots 7, & 8, Block 2 of Harvest Hills First Addition to the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Commencing at the south corner of Lot 9, Block 2 of Harvest Hills First Addition, thence along the southeasterly line of Lot 8, Block 2 of Harvest Hills First Addition, S46°03'55"W, 41.00 feet to the **Point of Beginning**:

Thence S46°03'55"W, 1.50 feet to the south corner of said Lot 8;

Thence S46°03'55"W, 40.90 feet to a point N46°03'55"E, 4.66 feet from the south corner of Lot 7, Block 2 of Harvest Hills First Addition;

Thence at a right-angle, N43°56'05"W, 130.16 feet to the southerly right-of-way of Third Street and the northwesterly line of said Lot 7;

Thence along said southerly right-of-way and said northwesterly line the following two courses:

Thence 34.04 feet along a curve to the left, said curve having a Delta = 6°50'38",

Radius = 285.00, Chord = 34.02 feet and a Chord Bearing = N45°16'10"E;

Thence N41°50'51"E, 6.90 feet to the west corner of Lot 8, Block 2 of Harvest Hills First Addition;

Thence continuing along said southerly right-of-way and along the northwesterly line of said Lot 8, N41°50'51"E, 1.50 feet;

Thence leaving said southerly right-of-way and said northwesterly line, perpendicular to the southeasterly line of said Lot 8, S43°56'05"E, 131.25 feet to the **Point of Beginning**.

Parcel contains 5,522 square feet, more or less.

Subject to: a 10.00 foot wide public utility easement along the northwesterly boundary of this parcel, per the Plat of Harvest Hills First Addition.

Also Subject to: a utility easement along the southeasterly and southwesterly boundaries of this parcel, per Easement, Instrument #474639.



11/15/2018

**Legal Description by Hodge & Associates
For Phil Rheingans
Parcel J**

A legal description for a parcel of land, located in the SW1/4 of the SW1/4 of Section 9, T39N, R5W, B.M., being a portion of Lots 6, & 7, Block 2 of Harvest Hills First Addition to the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Commencing at the south corner of Lot 9, Block 2 of Harvest Hills First Addition, Thence S46°03'55"W, 83.40 feet to a point N46°03'55"E, 4.66 feet from the south corner of Lot 7, Block 2 of Harvest Hills First Addition and the **Point of Beginning**:

Thence S46°03'55"W, 4.66 feet to the east corner of Lot 6, Block 2 of Harvest Hills First Addition;

Thence along the southerly boundary of said Lot 6 the following 3 courses;

Thence S46°03'55"W, 36.69 feet:

Thence N15°33'31"W, 15.93 feet;

Thence S63°27'30"W, 24.73 feet to the southwest corner of said Lot 6;

Thence N33°52'08"W, 114.71 feet to the west corner of said Lot 6 and the southerly right-of-way of Third Street;

Thence along said southerly right-of-way, 32.92 feet along a curve to the left, said curve having a Delta = 6°37'05", Radius = 285.00, Chord = 32.90 feet and a Chord Bearing = N52°56'17"E to the west corner of Lot 7, Block 2 of Harvest Hills First Addition;

Thence continuing along said southerly right-of-way and along the northwesterly line of said Lot 7, 4.66 feet along a curve to the left, said curve having a Delta = 0°56'16", Radius = 285.00 feet, Chord = 4.66 feet and a Chord Bearing = N49°09'37"E;

Thence leaving said southerly right-of-way and said northwesterly line, perpendicular to the southeasterly line of said Lot 7, S43°56'05"E, 130.16 feet to the **Point of Beginning**.

Parcel contains 6,117 square feet, more or less.

Subject to: a 10.00 foot wide public utility easement along the northwesterly boundary of this parcel, per the Plat of Harvest Hills First Addition.

Also Subject to: a utility easement along the northwesterly, northeasterly and southeasterly boundaries of this parcel, per Easement, Instrument #474639.



11/15/2018

Legal Description by Hodge & Associates
For Phil Rheingans
Parcel K

A legal description for a parcel of land, located in the SW1/4 of the SW1/4 of Section 9, T39N, R5W, B.M., being a portion of Lots 4, & 5, Block 2 of Harvest Hills First Addition to the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Commencing at the south corner of Lot 9, Block 2 of Harvest Hills First Addition, Thence S46°03'55"W, 124.74 feet to the south corner of Lot 6, Block 2 of Harvest Hills First Addition, Thence along the south boundary of said Lot 6 the following 2 courses;
 Thence N15°33'31"W, 15.93 feet;
 Thence S63°27'30"W, 24.73 feet to the east corner of Lot 5, Block 2 of Harvest Hills First Addition and the **Point of Beginning**:

Thence along the southeasterly line of said Lot 5, S63°27'30"W, 39.32 feet;
 Thence leaving said southeasterly line, N33°52'08"W, 112.45 feet to the northwesterly line of Lot 4, Block 2 of Harvest Hills First Addition and the southerly right-of-way of Third Street;
 Thence along said southerly right-of-way, 6.21 feet, along a curve to the left, said curve having a Delta = 1°14'56", Radius = 285.00 feet, Chord = 6.21 feet and a Chord Bearing = N63°29'20"E to the west corner of Lot 5, Block 2 of Harvest Hills First Addition;
 Thence continuing along said right-of-way, 32.92 feet along a curve to the left, said curve having a Delta = 6°37'03", Radius = 285.00 feet, Chord = 32.90 feet and a Chord Bearing = N59°33'21"E to the north corner of said Lot 5;
 Thence leaving said southerly right-of-way, S33°52'08"E, 114.71 feet to the **Point of Beginning**.

Parcel contains 4,412 square feet, more or less.

Subject to: a 10.00 foot wide public utility easement along the northwesterly boundary of this parcel, per the Plat of Harvest Hills First Addition.



11/15/2018

Legal Description by Hodge & Associates
For Phil Rheingans
Parcel L

A legal description for a parcel of land, located in the SW1/4 of the SW1/4 of Section 9, T39N, R5W, B.M., being a portion of Lots 4, & 5, Block 2 of Harvest Hills First Addition to the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Commencing at the south corner of Lot 9, Block 2 of Harvest Hills First Addition, Thence S46°03'55"W, 124.74 feet to the south corner of Lot 6, Block 2 of Harvest Hills First Addition, Thence along the southerly boundary of said Lot 6, N15°33'31"W, 15.93 feet to an angle point in said southerly boundary;
Thence S63°27'30"W, 64.05 feet to a point N63°27'30"E, 6.76 feet from the south corner of Lot 5, Block 2 of Harvest Hills First Addition and the **Point of Beginning**:

Thence, S63°27'30"W, 6.76 feet to the east corner of Lot 4, Block 2 of Harvest Hills First Addition;
Thence S63°27'30"W, 45.95 feet to the south corner of said Lot 4;
Thence N20°37'31"W, 113.70 feet to the west corner of said Lot 4 and the southerly right-of-way of Third Street;
Thence along said southerly right-of-way and along the northwesterly line of said Lot 4, 26.70 feet along a curve to the left, said curve having a Delta = 5°22'02", Radius = 285.00 feet, Chord = 26.69 feet, and a Chord Bearing = N66°47'49"E,
Thence leaving said southerly right-of-way and said northwesterly line, S33°52'08"E, 112.45 feet to the **Point of Beginning**.

Parcel contains 4,449 square feet, more or less.

Subject to: a 10.00 foot wide public utility easement along the northwesterly boundary of this parcel, per the Plat of Harvest Hills First Addition.



REFERENCES

- (1) Record of Surety, Instrument #367915 for Tom & Linda Janson, By L. Hodge PE/LS #3003, Dated October 4, 1988.
- (2) Warranty Deed Instrument #540586, Windfall Hills LLC to Phillip T. & Heather E. Rheingans, Dated October 27, 2010.
- (3) Rolling Hills Addition No. 1, to City of Moscow, Latah County, Idaho. Instrument #405882. By M. Daud PE/LS #3373, Dated June 29, 1994.
- (4) Rolling Hills Addition No. 6, to the City of Moscow, Latah County, Idaho. Instrument #478263. By L. Hodge PE/LS #3003, Dated August 18, 2003.

A parcel of land located in the Southwest 1/4 of Section 9, T39N, R5W, B.M., and being more particularly described as follows:

Commencing at the Southwest Corner of said Section 9, thence along the westerly line of said Section 9, N0°17'01"E, 989.06 feet, to the POINT OF BEGINNING;

Thence continuing along said westerly line, N0°17'01"E, 261.68 feet;
Thence departing said westerly line, N67°30'40"E, 178.95 feet, to a point on the northerly line of the South 1/2 of the Southwest 1/4 of Section 9;
Thence along the said northerly line, S89°30'25"E, 408.94 feet;
Thence departing said northerly line, S2°31'01"E, 118.07 feet;
Thence 14.97 feet, along a non-tangent curve to the right,
Radius = 285.00 feet, Delta = 3°00'35", Chord = 14.97 feet, and
Chord Bearing = N88°59'17"E;
Thence S89°30'25"E, 37.69 feet;
Thence S0°29'35"W, 213.52 feet, to a point on the northerly line of Rolling Hills Addition No. 6 To The City Of Moscow, Latah County, Idaho;
Thence along the northerly line of said Rolling Hills Addition No. 6, N89°33'13"W, 60.87 feet, to the Northwest Corner of said Rolling Hills Addition No. 6;
Thence along the northwesterly line of said Rolling Hills Addition No. 6, S46°03'55"W, 349.08 feet, to the West Corner of said Rolling Hills Addition No. 6;
Thence along the southwesterly line of said Rolling Hills Addition No. 6, S15°33'31"E, 87.79 feet, to the Northeast Corner of Lot 3, Block 1, of Rolling Hills Addition No.1, City of Moscow, Latah County, State of Idaho;
Thence along the northerly line of said Rolling Hills Addition No. 1, N89°32'27"W, 314.50 feet, to the easterly right-of-way of Mountain View Road;
Thence along said easterly right-of-way, N0°17'01"E, 328.47 feet;
Thence departing said easterly right-of-way, N89°33'13"W, 30.00 feet, to the POINT OF BEGINNING.

Parcel Contains 7.44 Acres±

Know all persons by these presents, that Harvest Hills Development Corporation, owner of the land and premises described above, has caused said land to be subdivided and platted as shown hereon as an addition to the City of Moscow, Latah County, Idaho, to be known as Harvest Hills First Addition to the City of Moscow, Latah County, Idaho. The easements as shown on this plat are hereby reserved for public utility purposes as designated hereon and no permanent structures are to be erected within the lines of said easements. The owner certifies that all lots within this plat will be eligible to receive water service from an existing water system, be the water system municipal, a water district, a public utility subject to the regulation of the Idaho public utilities commission, or a mutual or nonprofit water company, and the existing water distribution system has agreed in writing to serve all of the lots in the subdivision (Section 50-1334, Idaho Code). The owner does herewith declare to offer for dedication to the public for public use the street right-of-ways, tracts A and D for stormwater Detention and tracts B and C for Park Land Purposes.

In witness thereof, the undersigned has set his hand and seal.

Harvest Hills Development Corporation
Phil Rheingans, President

State of _____
County of _____

On this _____ day of _____, 2017, before me, the undersigned Notary Public in and for the State of _____, personally appeared Phil Rheingans, known or identified to me to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, _____

Residing in _____

My Commission Expires_____

Moscow Planning and Zoning Commision

Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code. Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present
this _____ day of _____, 2017.

Chairman, Planning and Zoning Commission

Moscow City Council

Examinated and approved by action of the Moscow City Council at a regular meeting with a quorum present this _____ day of _____ 2017.
Dedication of all public streets, easements, and parkland described on this plat is hereby accepted in accordance with Section 50-1313, Idaho Code.

Clerk	Mayor, City of Moscow
-------	-----------------------

City Engineer, City of Moscow

Examined and approved by the City Engineer this _____ day of _____ 2017.

City Engineer, City of Moscow

Latah County Surveyor

Examined and approved by the Latah County Surveyor this _____ day of _____ 2017.

Latah County Surveyor

Latah County Treasurer

I hereby certify that taxes and assessments on property shown hereon have been paid for 2017 and preceding years as of this _____ day of _____ 2017.

Latah County Treasurer

Public Health – Idaho North Central Health District

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Public Health – Idaho North Central Health District, Senior Environmental Health Specialist	Date
--	------

I, Duane Priest, P.L.S. #6449, State of Idaho, hereby certify that the above platted and described property represents a survey performed by me or under my supervision in accordance with the laws of the State of Idaho, and that the streets, lots, distances, and monuments have been measured and located as shown thereon.

The interior monuments will be set in accordance with Idaho Code 50-1303, on or before 5-01-2018, as referenced on the plat and approved by the City of Moscow.

Witness my hand and seal this _____ day of _____ 2017.

Duane Priest, PLS #6449

The Basis of Bearings for this survey is the west line of the Southwest 1/4 of Section 9, shown hereon as N0°17'01"E, per GPS observation.

NO. _____
AT THE REQUEST OF:

DATE & HOUR:

HENRIANNE WESTBERG
LATAH COUNTY RECORDER

FEE \$ _____ BY _____

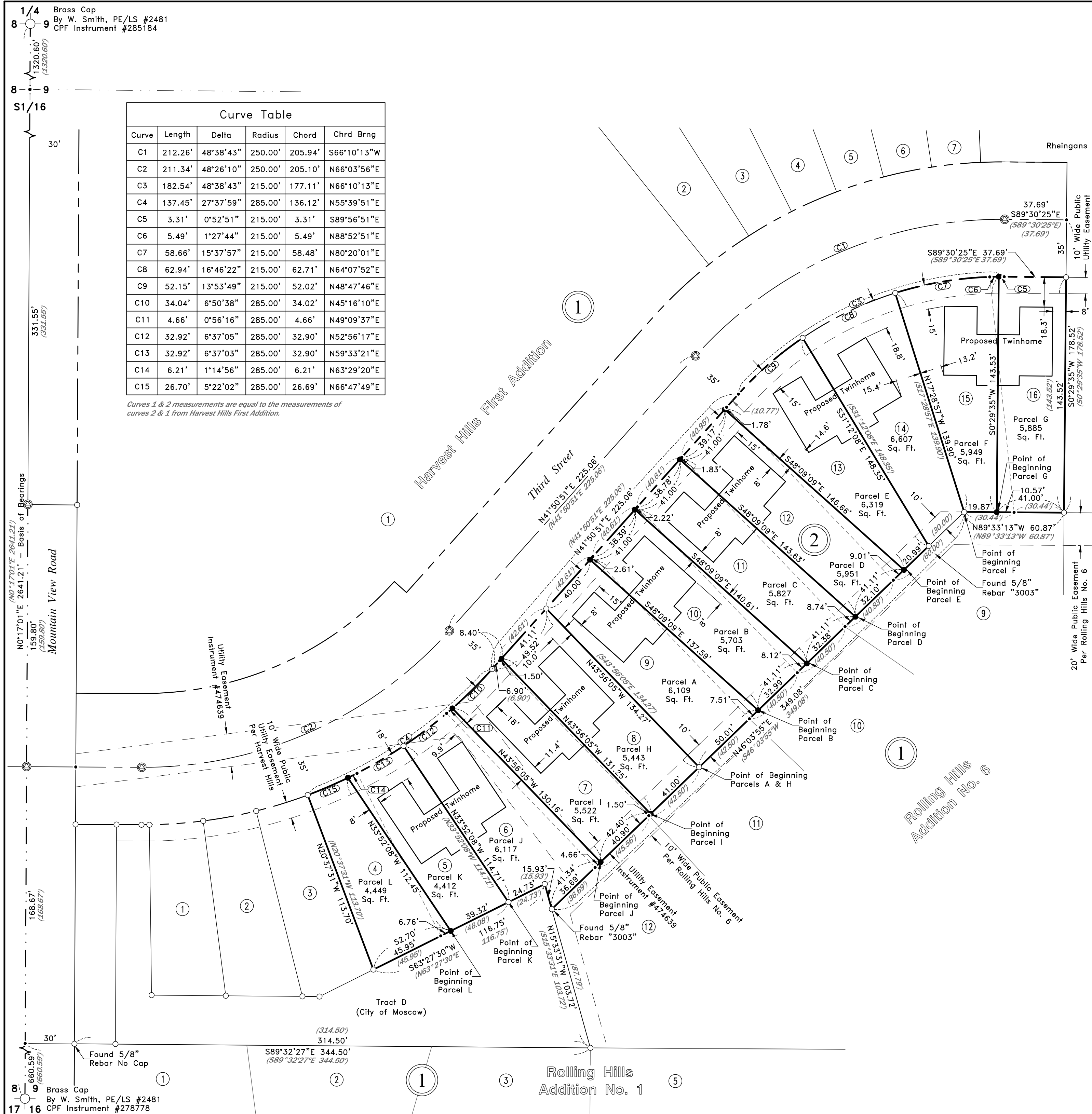
Harvest Hills First Addition

Drafted by:	SW
Checked by:	MT/DEP
File Name:	3831 Final Plat
Tab:	Sign
Plot Style	Default.ctb
Project:	3831-07-13
Date:	10/27/17

Section 9, T39N, R5W, BM

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	212.26'	48°38'43"	250.00'	205.94'	S66°10'13"W
C2	211.34'	48°26'10"	250.00'	205.10'	N66°03'56"E
C3	182.54'	48°38'43"	215.00'	177.11'	N66°10'13"E
C4	137.45'	27°37'59"	285.00'	136.12'	N55°39'51"E
C5	3.31'	0°52'51"	215.00'	3.31'	S89°56'51"E
C6	5.49'	1°27'44"	215.00'	5.49'	N88°52'51"E
C7	58.66'	15°37'57"	215.00'	58.48'	N80°20'01"E
C8	62.94'	16°46'22"	215.00'	62.71'	N64°07'52"E
C9	52.15'	13°53'49"	215.00'	52.02'	N48°47'46"E
C10	34.04'	6°50'38"	285.00'	34.02'	N45°16'10"E
C11	4.66'	0°56'16"	285.00'	4.66'	N49°09'37"E
C12	32.92'	6°37'05"	285.00'	32.90'	N52°56'17"E
C13	32.92'	6°37'03"	285.00'	32.90'	N59°33'21"E
C14	6.21'	1°14'56"	285.00'	6.21'	N63°29'20"E
C15	26.70'	5°22'02"	285.00'	26.69'	N66°47'49"E

Curves 1 & 2 measurements are equal to the measurements of curves 2 & 1 from Harvest Hills First Addition.



Survey Reference

Harvest Hills First Addition to the City of Moscow, Instrument #594141, by D. Priest PLS #6449.

Surveyor's Certificate

I, Duane Priest, PLS #6449, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Phil Rheingans in October 2018.

Basis of Bearings

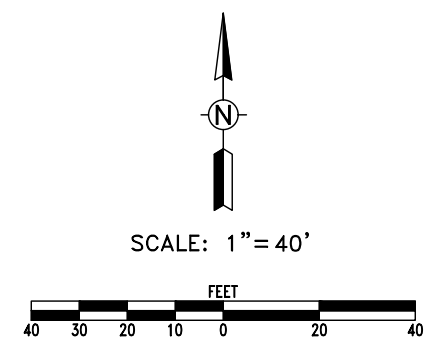
The Basis of Bearings for this survey is the west line of the SW1/4 of Section 9, shown hereon as N0°17'01"E per GPS observation.

Purpose Of Survey

To adjust the boundaries of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15 & 16, Block 2 of Harvest Hills First Addition to the City of Moscow, in order to accommodate the construction of town houses of a certain layout, as shown hereon.

Legend

- Found Monument as Described
- Set 5/8" Diameter Rebar w/Yellow Plastic Cap Stamped "Priest 6449"
- Found 5/8" Diameter Rebar "Priest 6449" or as Described
- Calculated Position
- Found Centerline Monument "Priest 6449"
- Block Number
- Lot Number
- Record Data, Harvest Hills First Addition
- Proposed Boundary Line
- Lot Line
- Original Harvest Hills Addition Lot Line Adjusted This Survey
- Section/Section Subdivision Line
- Centerline
- Right-of-Way
- Easement

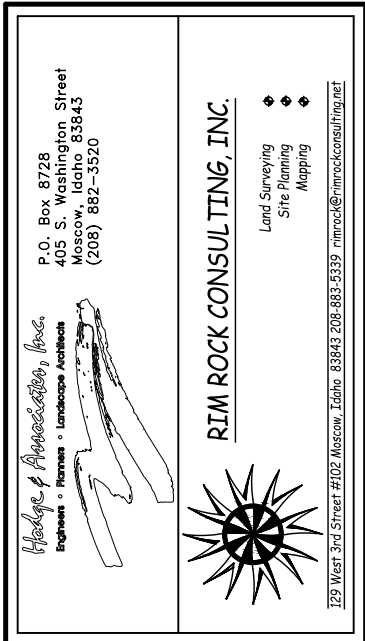


NO. _____ AT THE REQUEST OF: _____

DATE & HOUR: _____

_____ M.
HENRIANNE WESTBERG
LATAH COUNTY RECORDER

FEE \$ _____ BY _____



Record of Survey for:
Phil Rheingans
Latah County, Idaho

Drafted by:	SW
Checked by:	DEP
File Name:	3831 BLA.dwg
Tab:	Layout
Plot Style:	Default.ctb
Project:	3831-07-13
Date:	11/15/18

1 of 1

CITY COUNCIL STAFF REPORT

DATE: Monday, February 4, 2019



RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

U of I Parking Agreement Revisions - Tyler Palmer

DESCRIPTION

The City has historically maintained an agreement with the University of Idaho to allow the University to regulate parking on some City-owned Streets that are within the campus. The University has requested that the agreement be amended to include two new areas; Railroad Avenue from College to Sweet, and College Avenue from Deakin to Railroad. This was reviewed by the Public Works/Finance Committee on January 28, 2019 and recommended for approval.

STAFF RECOMMENDATION

Approve the attached amendment to the City and University of Idaho parking agreement.

PROPOSED ACTIONS

ACTION: Approve the attached amendment to the City and University of Idaho parking agreement.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. MOU;UI-CityStreets;Parking;2019(pm2) (003)mv-RC

**MEMORANDUM OF UNDERSTANDING
FOR CITY/UNIVERSITY PARKING PROGRAM
BETWEEN UNIVERSITY OF IDAHO AND
CITY OF MOSCOW, IDAHO**

THIS MEMORANDUM OF UNDERSTANDING FOR CITY/UNIVERSITY PARKING PROGRAM (hereinafter “MOU”) is entered into this _____ day of _____, 2019, by and between City Of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”), and The Regents of The University of Idaho, a public corporation, state educational institution and body politic and corporate organized and existing under the Constitution and laws of the State of Idaho, 875 Perimeter Drive MS 3168, Moscow, Idaho, 83844-3168 (hereinafter “UNIVERSITY”).

WHEREAS, CITY and UNIVERSITY entered into a Memorandum of Understanding for a CITY/UNIVERSITY Parking Program in 2008; and

WHEREAS, CITY and UNIVERSITY are interested in continuing the CITY/UNIVERSITY Parking Program to allow UNIVERSITY to provide parking enforcement services for CITY on certain CITY streets and public rights-of-way as identified on the attached map; and

WHEREAS, Moscow City Council has taken action allowing UNIVERSITY to enforce parking regulations of certain CITY streets and public rights-of-way;

THEREFORE, in consideration of the mutual promises below, CITY and UNIVERSITY agree as follows:

1.0 UNIVERSITY’S OBLIGATIONS

1.1 Scope of UNIVERSITY’s Authority

UNIVERSITY shall administer permits and enforcement of UNIVERSITY parking program on CITY streets and public rights-of-way within the area in and around UNIVERSITY and as identified on the map incorporated as Exhibit “A”. Upon mutual written agreement, CITY and UNIVERSITY may amend Exhibit “A”.

1.2 UNIVERSITY’s Parking Regulations

UNIVERSITY’s parking regulations, incorporated as Exhibit “B”, detail UNIVERSITY’s process and rules for enforcement, collection, and issuance of parking permits in the areas covered by this MOU. Permits issued by UNIVERSITY for CITY streets and public rights-of-way will be Purple, Gold¹ and Red, and such Permit holders shall be subject to all UNIVERSITY parking regulations applicable to other UNIVERSITY permit holders, except as discussed hereinbelow. Upon mutual written agreement, CITY and UNIVERSITY may amend Exhibit “B”.

¹ Parking Permits listed as Gold are shown on the Exhibit “A” Map as Brown in color.

Exemptions to the Purchase of Permits

The following vehicle and property owners or occupants are not required to purchase UNIVERSITY permits in order to park in the Purple, Gold and Red parking areas, as shown on Exhibit A:

All properly marked Federal, State, and CITY vehicles on official business.

1.3 Dedicated CITY Streets

UNIVERSITY acknowledges that this MOU is not intended to be construed in any way to void, limit, or restrict CITY's jurisdiction, control, or authority over dedicated CITY streets or public rights-of-way.

1.4 Collections and Use of Revenue

UNIVERSITY agrees to pay CITY twenty thousand dollars (\$20,000) per year for use of CITY streets for UNIVERSITY parking. UNIVERSITY shall collect revenues associated with regulation and enforcement of the CITY/UNIVERSITY Parking Program, as described in this MOU, on dedicated CITY streets and public rights-of-way. UNIVERSITY agrees that revenues generated from parking enforcement, encompassed by this MOU, shall be specifically accounted for and used exclusively on public transportation or maintenance and improvement of CITY streets and public rights-of-way as directed by CITY. UNIVERSITY may deduct reasonable costs directly attributable to enforcement or collection of parking revenue from the amount of revenue collected.

1.5 Parking and Traffic Control Signs

UNIVERSITY shall install and maintain traffic and parking control devices on designated CITY streets and public rights-of-way described in accordance with the Manual on Uniform Traffic Control Devices and applicable State and local laws. CITY Director of Public Works shall approve regulatory traffic and parking devices on CITY streets and public rights-of-way before being posted by UNIVERSITY. UNIVERSITY shall correct any inadequate or improper signage or markings at the direction of CITY's Director of Public Works.

1.6 Liability Coverage Provisions

The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties' liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment.

Further, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each Party's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the Party.

1.6.1 Each Party to this MOU shall be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOU. Neither Party shall be considered the agent of the other and neither Party assumes any responsibility to the other

Party for the consequences of any act or omission of any person, firm, or corporation not a party to this MOU.

1.6.2 Subject to the limits of liability specified in Idaho Code Sections 6-901 through 6-929, known as the Idaho Tort Claims Act, UNIVERSITY shall indemnify and hold CITY and its agents and assigns harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by UNIVERSITY's performance under this MOU.

1.6.3 Indemnitee shall promptly notify the University of Idaho, Attn. Risk Management Officer, 875 Perimeter Drive MS 2433, Moscow, Idaho, 83844-2433, of any such claim of which it has knowledge and shall cooperate fully with UNIVERSITY or its representatives in the defense of the same.

1.6.4 UNIVERSITY's liability coverage is provided through a self-funded liability program administered by the State of Idaho Office of Insurance Management. Limits of liability, and this indemnification, are five hundred thousand dollars (\$500,000) Combined Single Limits, which amount is UNIVERSITY's limit of liability under the Idaho Tort Claims Act.

1.6.5 UNIVERSITY shall indemnify, defend and hold CITY and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on UNIVERSITY's part to be performed under the terms of this MOU, or arising from any act, negligence or the failure to act of UNIVERSITY, or any of its agents, subcontractors, employees, invitees or guests. UNIVERSITY, upon notice from CITY, shall defend CITY at UNIVERSITY's expense by counsel reasonably satisfactory to CITY. UNIVERSITY, as a material part of the consideration of CITY, hereby waives all claims in respect thereof against CITY.

1.7 Reporting Obligations

1.7.1 UNIVERSITY shall provide a report to CITY of any such claim of which it has knowledge, and shall cooperate fully with CITY or its representatives in the defense of the same.

1.7.2 UNIVERSITY shall provide an annual report to CITY summarizing the following: number of parking permits sold for CITY streets and public rights-of-way; revenue from permits sold for CITY streets and public rights-of-way; revenue generated from collection of tickets for CITY streets and public rights-of-way; locations and amount of each ticket for parking violations on CITY streets and public rights-of-way; and percentage of total UNIVERSITY parking ticket revenue collected from tickets for CITY streets and public rights-of-way.

2.0 CITY'S OBLIGATIONS

Grant of Authority

UNIVERSITY employees are hereby granted the authority to issue permits and tickets or citations and to enforce UNIVERSITY parking regulations on all CITY streets and public rights-

of-way shown on Exhibit "A" in the same manner as it does for all other parking areas regulated by UNIVERSITY.

3.0 GENERAL TERMS

3.1 Previous Agreements

This MOU shall replace all previously executed Memorandums of Understanding for the CITY/UNIVERSITY Parking Program.

3.2 Additional Acts

Except as otherwise provided herein, the Parties to this MOU shall perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts and assurances as any Party to this MOU may reasonably require to execute the promises in this MOU.

3.3 Notices

Any notice under this MOU shall be in writing and be delivered in person or by public or private courier services (including U.S. Postal Service Express Mail), or certified mail with return receipt requested, or by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

UNIVERSITY: Vice President for Finance and Administration
University of Idaho
875 Perimeter Drive MS 3168
Moscow, ID 83844-3168
Phone: (208) 885-6174
FAX: (208) 885-5504

Copy to Liaison: AVP Facilities Services
875 Perimeter Drive MS 2281
Moscow, ID 83844-2281
Phone: (208) 885-6246

CITY: Director of Public Works
CITY of Moscow
P O Box 9203
Moscow, ID 83843-1703
Phone: (208) 883-7028
FAX: (208) 883-7033

3.3 Term

The term of this MOU shall commence on the date it is executed by both Parties. This Agreement shall renew annually unless notification of termination is provided subject to paragraph 3.4, Termination.

3.4 Termination

Either Party may terminate this MOU by providing written notice one (1) year in advance of the proposed termination. Such notice shall occur by June 1st in the year prior to the termination date.

3.5 Modification

This MOU may be modified or amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

3.6 Headings

The headings contained in this MOU are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

3.7 Entity Authority

Each individual executing this MOU on behalf of a Party hereto represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of said Party in accordance with duly adopted organizational documents or agreement and, if appropriate, a Resolution of the Party, and that this MOU is binding upon said Party in accordance with its terms.

UNIVERSITY

CITY

Regents of the University of Idaho

City of Moscow

Julia McIlroy, Director
Contracts & Purchasing Services

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2019, before me, a Notary Public in and for said State, appeared Julia McIlroy, known to me to be the person named above and acknowledged that she executed the foregoing document as the duly authorized representative for Regents of the University of Idaho.

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

Map

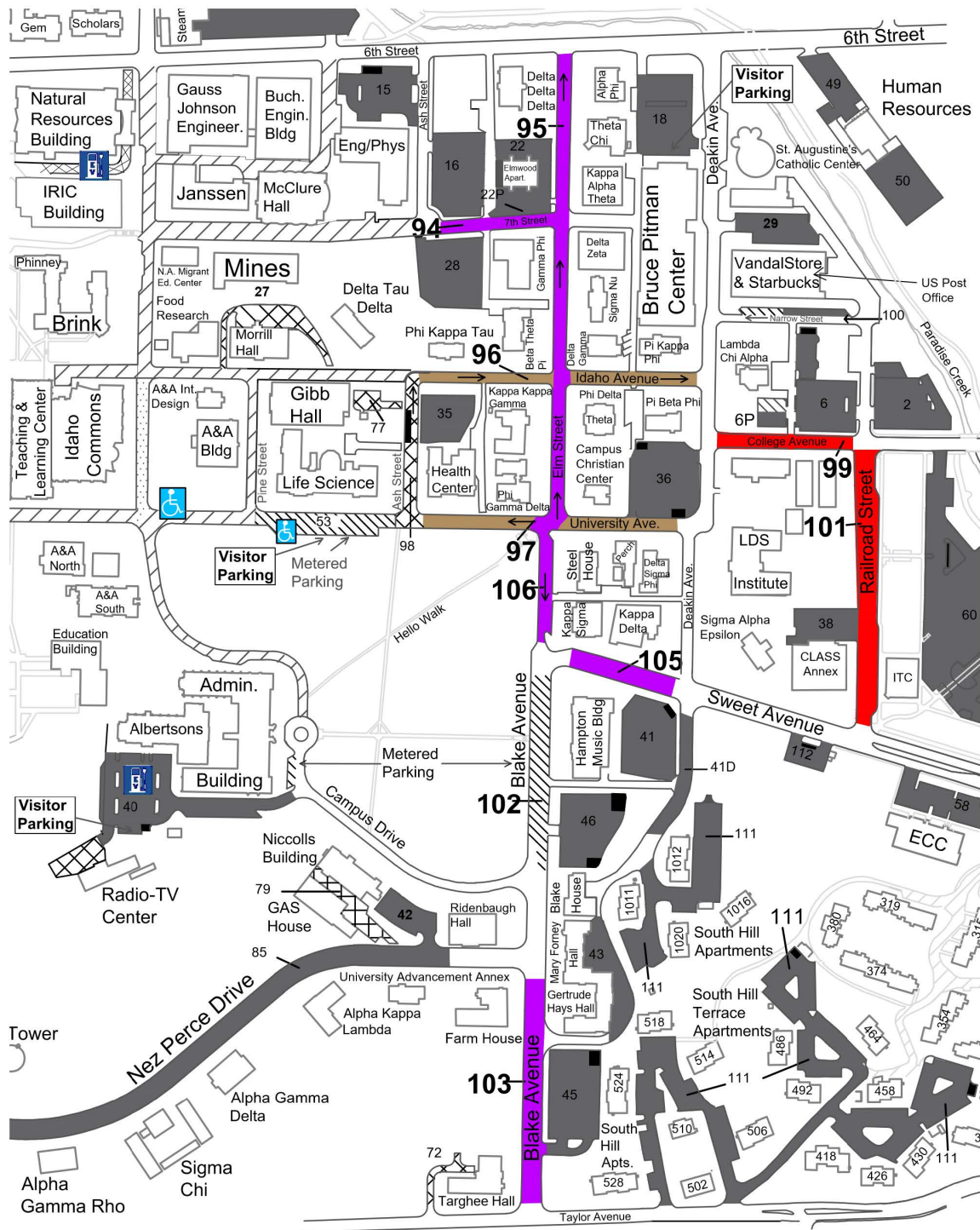


EXHIBIT “B”

UNIVERSITY OF IDAHO PARKING REGULATIONS

Updated August 2018

A. INTRODUCTION

- A.1. Authority**
- A.2. Definitions**
- A.3. Enforcement Schedule**
- A.4. Parking Committee**
- A.5. Exempt Plate Vehicle Parking**

B. GENERAL VIOLATIONS

- B.1. No Parking**
- B.2. Disability Space**
- B.3. Overtime Limit**
- B.4. Obstructing Traffic**
- B.4.D. Blocking Dumpster**
- B.5. Oversized Vehicle**
- B.6. Disabled Vehicle**
- B.7. Illegal Use**
- B.8. Failure to Comply**
- B.9. Restricted Area**
- B.10. Unregistered Vehicle**
- B.11. No Parking 2AM-6AM**
- B.12. Service Space**
- B.13. Delivery Space**
- B.14. Lost/Stolen Permit**
- B.15. Fire Lane**
- B.16. Department Reserved – Xplate (Exempt)**
- B.17. Wheel Lock**

C. DAYTIME VIOLATIONS

- C.1. Permit Violation**
- C.1.I. Improper Display**
- C.2. Reserved Space**
- C.3. Meter**
- C.4. Not a Motorcycle Space**

C.5. Specific Use Area

D. PARKING LOT or SPACE DESCRIPTIONS

- D.1. Gold Lots**
- D.2. Red Lots**
- D.3. Blue Lots**
- D.4. Purple Lots**
- D.5. Silver Lots**
- D.6. Green Lots**
- D.7. Meter Lots**
- D.8. Pay Station Lots**
- D.9. Restricted Areas**
- D.10. Reserved Spaces**

E. PARKING PERMITS

- E.1. Gold Permits**
- E.2. Retiree Permits**
- E.3. Orange Permits**
- E.4. Red Permits**
- E.5. Blue Permits**
- E.6. Purple Permits**
- E.7. Silver Permits**
- E.8. Green Permits**
- E.9. Disability Permits**
- E.10. Vendor Permits**
- E.11. Departmental Permits**
- E.12. Service and Delivery Permits**
- E.13. Flexible Permits**
- E.14. Daycare Permits**
- E.15. Visitor Permits**
- E.16. Media Permits**
- E.17. Overnight Permits**
- E.18. Early Morning Activity Permits**
- E.19. ROTC Permits**
- E.20. Reserved Permits**

F. OVERNIGHT PARKING

- F.1. Overnight Parking During Snowy Conditions**

G. RECIPROCAL PARKING AGREEMENTS

G.1. WSU and UI Permits

G.2. LCSC and UI Permits

G.3. UI-Idaho Falls

G.4. UI-Boise

H. VISITOR PARKING

I. DISABILITY PARKING

I.1. Permanent, State-issued Disability Permit Holder

I.2. Enforcement Schedule for Disability Parking

J. EVENT and RV PARKING

K. MOTORCYCLES

L. BICYCLES

M. CITATION PENALTIES AND ASSESSMENT

M.1. Citation Fine Schedule

M.2. Citation Payment Options

M.3. Discovery Fee

N. APPEAL PROCESS

O. IMMOBILIZATION AND IMPOUNDMENT

A. INTRODUCTION

Parking and Transportation Services is a self-sustaining unit within Facilities Services and our mission is to provide safe, convenient and cost effective services to the University of Idaho. We are committed to outstanding customer service; supporting the teaching, research, operational and public service goals of the community; and meeting the current and projected needs of the campus.

The University of Idaho Parking and Transportation Services office is located at 1006 Railroad Street, Moscow ID, 83844-4106 inside the Intermodal Transit Center. Parking and Transportation Services can be reached at (208) 885-6424 or parking@uidaho.edu; additional information may be found at www.uidaho.edu/parking.

Faculty, staff, students and visitors of the University of Idaho who park a vehicle on campus must pay to park. This can be done through the purchase and display of parking permits or through payment at meters and/or pay station lots. Regulations apply to all persons who park vehicles on the University of Idaho Moscow campus as designated by the parking map. Lack of familiarity with the regulations does not constitute a defense for failure to comply or cancellation of parking citations.

The university assumes no liability for loss of or damage to vehicles or their contents while on university property or within university-administered parking facilities.

Community businesses are not allowed to distribute flyers on windshields of vehicles located on University of Idaho property. Flyers or information on vehicles contributes to large amounts of litter on the ground. Persons or organizations known to be dispersing items will be asked to stop and remove items from vehicles. Organizations responsible for flyers will be contacted and warned. See [APM 40.29.E](#) for more information.

All university, city, and state traffic regulations apply to all vehicles including all civil and criminal procedures. Failure to comply may be cause for official action, including criminal prosecution and civil fines.

Non-university agencies with jurisdictions overlapping those of the University of Idaho are also authorized to enforce appropriate local, state, and federal regulations independently.

A.1. AUTHORITY

University of Idaho Parking and Transportation Services personnel have been empowered by the University of Idaho Board of Regents to manage the campus parking and transportation system and issue citations for violations of these regulations. The University of Idaho reserves the right to change these regulations as necessary.

A.2. DEFINITIONS

For the purpose of these regulations, the following words are defined.

Bicycle: A vehicle operated manually with the turn of pedals and no motor.

Campus Walkway System: A designated area in the core of campus that is restricted to only essential vehicular traffic in order to ensure a safe pedestrian walkway area. All vehicles including bicycles, scooters and skateboards must travel at a walk speed, adhering the right of way to pedestrians at all times while traveling on the campus walkway system.

Daytime Violations: Parking violations that are enforced Monday through Friday, 6 a.m. to 5 p.m. with the exception of individual spaces that may have different enforcement times as posted. [See Section C.](#)

Delivery Vehicle: On campus, delivery vehicles are considered vehicles owned and operated by university departments or commercial establishments. These vehicles require short-term delivery access for pick-up/drop-off of items. Parking in close proximity to the location of delivery is required due to size of items being delivered, amount of items being delivered or timing of delivery. All delivery vehicles must display a valid University of Idaho Delivery permit and park according to Delivery permit regulations.

Designated Parking Space: A parking space, defined by signage, concrete wheel stops, painted lines on ground, or a parking meter.

Dismissed/Waived: A decision made by the Parking Committee to waive the fine associated with an appealed citation. The submitted appeal statement provided a description that sufficiently explained the situation to warrant a dismissal of the fine.

Electric Vehicle (EV): Any motor vehicle that can be recharged from an external source of electricity and the electricity stored in the rechargeable battery packs drives or contributes to drive the wheels. Fully electric vehicles and plug-in hybrids are included in this definition.

Essential Business: The fundamental and crucial business that is necessary for the university to operate each day; the necessary functions that need to happen in order for the institution to fulfill its mission, in order for departments, research and teaching to be successful.

Essential Vehicle: A vehicle that needs to park at a specific location in order to successfully complete essential business for the university. Essential vehicles are transporting tools or supplies that are heavy or in large quantity, and the vehicle needs to park in close proximity to destination in order to conduct essential business.

General Violations: Parking violations that are enforced at all times and all days. See [Section B](#).

Home Lot: In reference to Departmental Permits, a home lot is the parking lot most commonly used or most convenient to use nearest the employee's office location.

Immobilize: To place a wheel lock on a vehicle so that it cannot be removed from the location it is currently parked. Reasons for immobilizing a vehicle are found in [Section O](#).

Impound: To relocate a vehicle from the location last parked using a tow truck. Reasons for impounding a vehicle are found in [Section O](#).

Meter: An electronic unit that requires payment in the form of U.S. quarters, nickels, dimes, dollar coins or debit/credit card. Meters are located at individual parking spaces, meters denote a parking space.

Motorcycle: Any motorized two-wheeled vehicle. Mopeds and motorized scooters are considered motorcycles for the purpose of these regulations.

Nuisance Vehicle: A vehicle that causes significant disruptions to parking operations or interferes with the mission of Parking and Transportation Services and/or essential university business. Examples of a nuisance vehicle are described in [Section O](#).

Park/Parking: The placement or standing of a vehicle, with or without a driver in attendance, and with or without the engine running.

Pay Station (or Pay and Display): An electronic unit that requires payment in the form of debit/credit cards, or U.S. quarters, nickels, dimes, or dollar coins. Pay station units are located centrally within lots that require payment. Upon payment receipts are printed and must be displayed on the inside of the driver's side window.

Permit Eligibility: Determines if it is appropriate for an individual to display and use a certain permit type. Permit eligibility is determined by the following:

- An individual's affiliation with the university; student, faculty/staff (board appointed or temporary), visitor.
- Location of an individual's residence
- Description of departmental or business parking needs on campus; justification of use statement

Service Vehicle: On campus, service vehicles include vehicles owned and operated by university departments or commercial establishments. These vehicles provide a service for the university and actively engage in service or maintenance of the buildings or grounds. Parking in close proximity to the area is required because the vehicle and/or equipment in the vehicle are essential to completing the service. All service vehicles must display a valid University of Idaho Service permit and park according to Service permit regulations.

Striping/Painting: Yellow, white or blue markings on the pavement that designate a space, a disability space, a curb or sidewalk edge, or the end of a row or designated parking area.

Specially Marked Spaces: Individual spaces designated by signage as spaces requiring a special permit. Examples of specially marked spaces include, but are not limited to, reserved spaces, service spaces, delivery spaces, disability spaces.

Uphold: A decision made by the Parking Committee to retain the fine associated with an appealed citation. The submitted appeal statement does not provide a description that sufficiently explains the situation to warrant a dismissal of the fine.

Uplift Fee: An increase in fine amount for repeated violations. See fine schedule in [Section M.1](#) for details.

Void: Elimination of the fine associated with a parking citation.

Walk Speed: Operating an automobile, bicycle, scooter, motorcycle, or skateboard at the pace of a walking pedestrian. Walk speed is approximately 3 miles/hour.

Walkway Access Permit: A permit that allows vehicular access onto the campus walkway system and is valid for parking in one or more of the designated spaces on the campus walkway.

Wheel Stops/Bumpers: Concrete objects (6" wide by 6' long) placed at the head of a parking space. Wheel stops/bumpers designate individual parking spaces. In gravel lots all spaces are designated by wheel stops/bumpers; if there is not a bumper in a gravel lot, then that area is not a valid parking space.

A.3. ENFORCEMENT SCHEDULE

General regulations are enforced at all times, 365 days per year; general regulations are explained in detail in [Section B](#).

Daytime regulations are enforced Monday through Friday, 6 a.m. to 5 p.m. although some individual spaces have specific enforcement times, see signage at individual lots and spaces; daytime regulations are explained in detail in [Section C](#).

Exceptions to the daytime regulations occur during academic breaks and university holidays (academic breaks include: fall, winter, spring and summer break – see [university calendar](#) for specific dates).

Enforcement during academic breaks and university holidays is as follows:

- Permits are not required in regular spaces in all Red, Blue, Silver, or Purple lots during summer and academic breaks
- Overnight parking not allowed on campus streets or in parking lots posted "No Parking 2 a.m. – 6 a.m."
- **Gold lots** require permits year-round
- **Green lots** require permits year-round
- **Meter and pay station payment is required** year-round
- **All specially marked spaces;** disability, reserved, service, delivery, timed, walkway spaces, no parking areas, fire lanes are enforced year-round and require valid permits
- **Disability spaces** are enforced at all times and require valid permits during academic breaks and university holidays, as follows:

- Any valid Disability permit (state-issued, or University-issued) must be displayed, but a University of Idaho-issued Disability permit **is not required** to be displayed in addition to a state-issued Disability permit during summer, academic breaks, university holidays, or after 5 p.m. during the academic year.
- Display of any valid Disability permit, during academic breaks, will validate parking in all designated disability parking spaces; valid campus walkway permit spaces on the campus walkway, regular spaces in all colored lots, meters, and posted timed spaces

A.4. PARKING COMMITTEE

The University of Idaho Parking Committee serves as a judicial committee to Parking and Transportation Services. The committee membership is composed of three faculty members, three staff members, two students, and the PTS Director (or designee) as Ex-Officio. The Parking Committee reviews and provides comments and recommendations to Parking and Transportation Services on campus parking regulations and general parking improvements. All citation appeal decisions are made by the Parking Committee.

A.5. EXEMPT PLATE VEHICLE PARKING

Federal, state, local and University exempt plates may park in the following locations during the day (6 a.m. – 2 a.m.):

- Posted exempt plate parking/storage area at Facilities Management, lot 30 (off of Perimeter Drive), or at Lot 61 behind Art & Architecture East (off of College Avenue)
- Exempt reserved space purchased by the department associated with the vehicle
- Any regular space in any colored lot
- Designated "Valid Campus Walkway" spaces on the walkway
- Meters/timed spaces (no payment or time restrictions apply)

Exempt vehicles may park in the following locations overnight (2 a.m. – 6 a.m.):

- Posted exempt plate parking/storage area at Facilities Management, lot 30 (off of Perimeter Drive), or at Lot 61 behind Art & Architecture East (off of College Avenue)
- Exempt reserved space purchased by the department associated with the vehicle

Exempt plate vehicles are NOT allowed to park in any of the locations listed below. Parking in these areas may result in a citation and/or fine.

- Disability spaces
- Visitor spaces
- Service/Delivery spaces
- Reserved spaces for other departments or individuals
- Areas posted "No Parking 2 a.m. to 6 a.m."
- All areas not designated as a parking space (fire lane, yellow curb, etc)

B. GENERAL VIOLATIONS

General violations are enforced at all times, 365 days per year.

The violations outlined in this section (B.1 through B.17) are considered general regulations. Vehicles in violation of the general regulations, outlined below, are subject to citation and/or wheel lock/impound as outlined in [Section O](#). Immobilizing or impounding a vehicle for violating the general regulations will occur if Parking and Transportation Services determines it is necessary to ensure safety, maintain access or prevent damage. Flashing hazard lights on an illegally parked vehicle does not prevent that vehicle from being issued a citation.

Vehicles in continuous violation of an [Over Time Limit](#) or [Meter Violation](#) may receive a citation every two hours. All other citation types may only be issued to a vehicle once per day in the same parking space. If a vehicle relocates to a different space but is still in violation of the same citation type, another citation may be issued.

B.1. NO PARKING: Vehicles parked in areas not designated as a parking space will be issued a No Parking Citation. This includes but is not limited to the following areas: at the end of a row outside of the yellow striping, landscaped areas, yellow curbs, malfunctioning meters, spaces without wheel stops (in gravel lots), and areas posted as No Parking. No Parking Citations may also be issued to vehicles occupying more than one parking space or occupying an EV Charging Station parking space while not actively charging (even if meter is paid). In parallel parking areas, vehicles parked with left wheels to the curb may be cited for No Parking, except on one-way streets where parking on the left is acceptable. A designated parking space is defined in [Section A.2](#).

B.2. DISABILITY SPACE VIOLATION: Disability spaces are enforced at all times. Vehicles parked in disability spaces on campus and not displaying valid permit(s) as described below are eligible for a disability violation.

During the regular academic year (fall and spring semester), when classes are in session, disability parking in all areas of campus, is enforced as follows:

- **6 a.m. to 5 p.m. Monday through Friday:**
 - State-issued Disability permit or license plates must be displayed **in addition to** a University of Idaho-issued Disability permit, or Visitor permit
 - If an individual does not possess a state-issued Disability permit, then a temporary University of Idaho-issued Disability permit must be displayed
 - The above two Disability permit display options validate parking in all designated disability parking spaces, valid campus walkway permit spaces on the campus walkway, regular spaces in all colored lots, meters, and posted timed spaces
- **On Saturdays, Sundays, and after 5 p.m. Monday through Friday:**
 - Any valid Disability permit (state-issued, or temporary University-issued) must be displayed, but a University of Idaho-issued annual Disability permit **is not required** to be displayed in addition to a state-issued Disability permit
 - A state-issued, or temporary University-issued Disability permit will validate parking in all designated disability parking spaces, valid campus walkway permit spaces on the campus walkway, regular spaces in all colored lots, meters, and posted timed spaces
- **During all academic breaks and university holidays** (academic breaks include: fall, winter, spring and summer break – see [university calendar](#) for specific dates):
 - Any valid Disability permit (state-issued, or temporary University-issued) must be displayed, but a University of Idaho-issued annual Disability permit **is not required** to be displayed in addition to a state-issued Disability permit
 - A state-issued, or temporary University-issued Disability permit will validate parking in all designated disability parking spaces, valid campus walkway permit spaces on

the campus walkway, regular spaces in all colored lots, meters, and posted timed spaces

B.3. OVER TIME LIMIT: A permit is not required for areas posted as 10, 15, or 30-minute parking only; however, vehicles that remain parked longer than the posted time will be eligible for an Over Time Limit Citation. A vehicle may not be moved within the same timed area in order to avoid a penalty. Over Time Limit Citations may be issued in timed spaces every 2 hours for a continued violation, with a limit of two citations per day. Two or more Over Time Limit violations within 365 days will result in an uplift fine.

B.4. OBSTRUCTING TRAFFIC: No vehicle, including service vehicles, may park in such a manner as to impede access for emergency services, lot maintenance equipment, sanitation services, or in a manner which would restrict pedestrian or vehicular traffic. Vehicles in violation are subject to an Obstructing Traffic Citation and/or immediate vehicle impoundment.

B.4. D. BLOCKING DUMPSTER: Vehicles parked in a manner that obstructs access for garbage removal equipment or general access to a dumpster will be eligible for a Blocking Dumpster Citation.

B.5. OVERSIZED VEHICLE: All vehicles must fit within a single parking space. Any vehicle that cannot fit within a single space must obtain permission from Parking and Transportation Services and must be parked so that lines of sight necessary for safe driving are not blocked. Vehicles in violation are subject to an Oversized Vehicle Citation.

B.6. DISABLED VEHICLE: Vehicles that become disabled on campus must be reported to Parking and Transportation Services immediately. Disabled or inoperative vehicles may be cited 48 hours after notifying Parking and Transportation Services, even with a valid parking permit. Vehicles in violation are subject to a Disabled Vehicle Citation.

B.7. ILLEGAL USE: Display or possession of a permit for which the driver is not eligible, or any counterfeit or altered permit or pay station payment receipt, constitutes an illegal use. Acquiring a permit under false pretenses invalidates the permit and constitutes an illegal use. Personal use of a departmentally owned permit that is intended for work related use away from the office also constitutes illegal use of a permit. Vehicles in violation are subject to an Illegal Use Citation. Criminal prosecution may result.

B.8. FAILURE TO COMPLY: A failure by drivers to comply with specific instructions from parking personnel will constitute a Failure to Comply Citation.

B.9. RESTRICTED AREA: A restricted area is an area with access restricted as outlined in [Section D.9](#). Vehicles parked in restricted areas without a valid permit will be subject to a Restricted Area Citation.

B.10. UNREGISTERED VEHICLE: All vehicles parked on university property must display current license plates and registration tags. All expired license plates or unregistered vehicles are subject to enforcement by the Moscow Police Department and Parking and Transportation Services.

B.11. NO PARKING 2 AM – 6 AM: During weekdays, M-F, between the hours of 2 a.m. and 6 a.m., an Overnight permit is required of all parkers who either do not have an annual permit or hold a Red or Blue permit. Gold permit holders may park overnight in Gold lots only. Overnight permits are NOT valid in meters, timed spaces, service/delivery spaces, disability spaces, reserved spaces, campus walkway or an area not designated as a parking space. (See [Section F.1](#) for details regarding overnight parking during snow and ice conditions). See [Section F](#). for more details on overnight parking.

B.12. SERVICE SPACE VIOLATION: Service spaces are restricted to Service permits only. Service permits are limited to 2 hours in a service space; vehicles displaying Service permits and parked longer than 2 hours in a service space will be eligible for an [Over Time Limit Citation](#). Vehicles parked in a service space without a valid Temporary or Annual Service Permit will be eligible for a Service Space Citation. Service spaces are not to be used for long-term storage or overnight parking.

B.13. DELIVERY SPACE VIOLATION: Delivery spaces are restricted to Delivery and Service permits only. A Service or Delivery permit is limited to 1 hour in a delivery space; vehicles displaying a Service or Delivery permit and parked longer than 1 hour in a delivery space will be eligible for an [Over Time Limit Citation](#). Vehicles parked in a delivery space without a valid Temporary or Annual Service or Delivery permit will be eligible for a Delivery Space Citation.

B.14. LOST/STOLEN PERMIT: Once a permit is recorded as lost or stolen, that permit is no longer valid for use. Use and/or display of an individual permit recorded as "lost/stolen" will constitute a Lost/Stolen Citation and/or wheel lock/impound as outlined in [Section O](#). Criminal prosecution may result.

B.15. FIRE LANE: Parking for any length of time in a fire lane by vehicles other than emergency vehicles is prohibited. Vehicles in violation are subject to a Fire Lane Citation and/or Impound as outlined in [Section O](#).

B.16. DEPARTMENT RESERVED – XPLATE (Exempt): Exempt Reserved spaces are to be used only by tax-exempt vehicles owned by the department that purchased the reserved space; vehicle must have an exempt license plate. Only exempt vehicles are allowed to park in exempt reserved spaces; personal vehicles are NOT allowed in these spaces, regardless of reserved placard being displayed. Vehicles in violation are subject to an Exempt Reserved Space Citation.

B.17. WHEEL LOCK: A Wheel Lock Citation is issued to vehicles upon installation of a wheel lock. Refer to [Section O](#) for reasons vehicles may be immobilized on campus. Tampering or damaging a wheel lock will result in additional criminal/civil actions. Two or more Wheel Lock Citations issued to a single account will be subject to an uplift fee.

C. DAYTIME VIOLATIONS

Daytime violations are enforced Monday through Friday, 6 a.m. to 5 p.m. Some individual spaces have specific enforcement times; these spaces have enforcement times posted.

C.1. PERMIT VIOLATION: A vehicle parked in a permitted parking area, as designated by signage, must properly display a valid permit for that area. Vehicles without a permit or displaying an invalid permit for the area will receive a Permit Violation Citation. Six or more Permit Violations within 365 days will be subject to uplift fees.

C.1. I. IMPROPER DISPLAY OF PERMIT: Permits must be removed from the plastic package and fully visible from outside of the vehicle in the lower left hand corner of the windshield. If permit is displayed improperly or not completely visible from outside, vehicle will be eligible for an Improper Display Citation.

C.2. RESERVED SPACE VIOLATION: All vehicles that park in a reserved space must display an authorized reserved space placard and/or a tax-exempt license plate authorized for that parking space and/or meet vehicle requirements as indicated by signage; only Electric Vehicles (EVs) in an EV Charging Station parking space, for example. Non-electric vehicles parking in an EV Charging Station parking space will receive a Reserved Space Violation even if the meter is paid. Reserved

spaces are enforced 24 hours unless otherwise posted. Vehicles in violation are subject to a Reserved Space Citation and/or wheel lock/impound as outlined in [Section O](#).

C.3. METER VIOLATION: A vehicle may be parked in a metered space only when there is remaining time displayed on the meter, or when a permit that is valid in meter spaces is displayed. If the meter is showing no time remaining, the vehicle parked is eligible for a Meter Violation Citation. Vehicles in an EV Charging Station parking space will receive a Meter Violation Citation even when actively charging if the meter shows no time remaining. Meter Violations may be issued every two hours to a vehicle that continues to be in violation; limit of three per day. A malfunctioning meter automatically converts to a No Parking space if it is not located in a color permitted lot. If located within a color permitted lot, malfunctioning meters revert to a regular color permitted space; the proper permit for that area must then be displayed. Vehicles parked at a malfunctioning meter are eligible for a [No Parking Citation](#). There are no refunds given for coins put in meters. It is the responsibility of the driver to notify Parking Services immediately of any meter malfunction. After doing so, the driver must move to another vacant parking space. Individual enforcement times are posted at each meter. Four or more Meter Violations within 365 days will be subject to uplift fees.

C.4. NOT A MOTORCYCLE SPACE: Motorcycles must park only in designated motorcycle parking areas. Black areas shown on the parking map are reserved for motorcycle parking; permits are not required for motorcycle parking areas. Motorcycles accessing a regular color permitted parking space must clearly display a valid permit for the lot or will be eligible for a [Permit Violation Citation](#). Motorcycles parked outside of designated motorcycle parking areas will be eligible for a Not a Motorcycle Space Citation. Contact Parking Services for permit display options on motorcycles. Motorcycles are NOT allowed to drive or park on the campus walkway system. Motorcycles are NOT allowed to park in restricted areas or bicycle racks. Refer to [Section A.2](#) for a definition of a motorcycle for the purpose of these regulations. See [Section K](#) for additional regulations regarding motorcycles.

C.5. SPECIFIC USE AREA: Specific use areas, such as the Student Recreation Center (east lot 107 at all times, and west lot 108 from 6 a.m. to 9 a.m. and after 4 p.m.) and the Golf Course (lot 44) are to be used ONLY by those who currently qualify for their use and are legitimately/actively using these facilities. (*e.g. an individual who parks in the Student Recreation Center parking lot and walks towards the Wallace or LLC complex for any reason is in violation and is eligible for a Specific Use Citation*). In the winter months, (when the Golf course is closed to the public) lot 44 shifts from a Specific Use lot to a permitted lot; you must have a valid UI parking permit (any

color) to park. Individuals parking in these specific use areas and not utilizing the facility that the parking lot is designated for will be eligible for a Specific Use Citation. Any Specific Use Citation incurred by an individual within a 2 year period of an initial Specific Use Citation will be subject to an uplift fee. (See Citation Fine Schedule).

D. PARKING LOT DESCRIPTIONS

The classification and/or the identifying number of each parking lot is indicated on the parking map and posted at the entrances to each lot. Parking restrictions for each lot vary and are posted with signage located at entry points to parking lots. Some spaces within lots have specific parking restrictions; these spaces are individually signed. Valid permits must be displayed in their respective colored lots. Gold, Red and Blue lots are identified as commuter parking lots. Silver, Purple and Green lots are identified as residential parking lots.

D.1. GOLD LOTS: Gold permits are required in Gold lots. Lot Specific Gold Permits allow parking in particular Gold lots only as indicated on the permit itself. Gold lots are enforced Monday through Friday, 6 a.m. to 5 p.m. year round. Some individual spaces are enforced until 9 p.m.; these spaces have signage posted. No parking is allowed between 2 a.m. and 6 a.m. in Gold lots without a valid Gold permit or Overnight permit displayed. Restrictions apply to overnight parking in cases of snow and ice, see [Section F.1.](#) for more information on parking overnight during snowy conditions. Vehicles parked in Gold lots between 2 a.m. and 6 a.m. without a Gold permit or an Overnight permit issued by Parking and Transportation Services will be eligible for an [Overnight Parking Citation](#).

D.2. RED LOTS: Red or Gold permits are required in Red lots. Lot Specific Gold Permits allow parking in particular Red lots only as indicated on the permit itself. Red lots are enforced Monday through Friday, 6 a.m. to 5 p.m. during the academic year when the university is open. No permit is required to park in Red lots during summer and academic breaks. No parking is allowed between 2 a.m. and 6 a.m. in Red lots without an Overnight permit issued by Parking and Transportation Services.

D.3. BLUE LOTS: Blue, Red, Gold, Silver, Purple or Green permits are required in Blue lots. Blue lots are enforced from 6 a.m. to 5 p.m., Monday through Friday during the academic year when the university is open. No permit is required to park in Blue lots during summer and academic breaks. No parking is allowed between the hours of 2 a.m. and 6 a.m. in Blue lots without an Overnight permit issued by Parking and Transportation Services.

D.4. PURPLE LOTS: Purple or Silver permits are required in Purple lots. Purple lots are enforced Monday through Friday, 6 a.m. to 5 p.m. during the academic year when the university is open. Overnight parking is allowed with a Purple permit. Purple lots are only for current Greek members who are living in a house on campus. No permit is required to park in Purple lots during summer and academic breaks. No overnight parking is allowed in on-street Purple parking areas during summer and academic breaks.

D.5. SILVER LOTS: Silver or Purple permits are required in Silver lots. Silver lots are enforced Monday through Friday, 6 a.m. to 5 p.m. during the academic year when the university is open. Overnight parking is allowed with a Silver permit. Silver lots are only for current residents of University Residence Halls (Wallace, Theophilus Tower, LLC's or McConnell Hall). No permit is required to park in Silver lots during summer and academic breaks. No overnight parking is allowed in on-street Silver parking areas during summer and academic breaks.

D.6. GREEN LOTS: Green lots are enforced at all times, year-round. There are 2 different types of Green lots; each requires a specific Green permit. Green permits are non-transferable between units and lots associated with each housing area. *(e.g. University Apartments Green permits are not valid in Elmwood Green lots and vice versa).*

UNIVERSITY APARTMENTS GREEN LOTS: A University Apartments Green permit or a [University Apartments Visitor permit](#) is required in University Apartments Green parking lots at all times. Overnight parking is allowed with a University Apartments Green permit or a University Apartments Visitor permit. University Apartments lots are for current residents of University Apartments only. Individuals living in units near the "serpentine" walkway system may apply for access to the walkway system through University Housing. If access is granted, University Apartments Green permits must be displayed while on the University Apartments Walkway System (serpentine) and a limit of 30 minutes will be enforced for loading/unloading at all times. Vehicles parked on the serpentine in excess of 30 minutes will be eligible for an [Overtime Limit Citation](#).

ELMWOOD APARTMENT GREEN LOTS: An Elmwood Green permit is required in Elmwood Green parking lots at all times. Overnight parking is allowed with an Elmwood Green permit. Elmwood lots are only for current residents of Elmwood Apartments.

D.7. METER LOTS/SPACES: Metered parking is provided throughout campus and is only intended to be utilized for short-term parking. Meters are not intended to be used as a daily parking option. Meter enforcement times and maximum parking time allowed vary and are posted on individual meters. Meters accept credit/debit cards and United States quarters, nickels and dimes only. There

are no refunds given for transactions at meters. See [Section C.3.](#) for regulations regarding malfunctioning meters.

D.8. PAY STATION LOTS: Pay stations are available for use by faculty, staff, students and visitors to the University of Idaho. All vehicles parked in pay station areas must pay to park, with the exception of Departmental, Delivery, Service, Vendor, and Disability permits. Pay stations accept credit/debit cards, as well as United States dollar coins, quarters, nickels, and dimes. There are no refunds given for transactions made at pay station units. Pay station areas are enforced in the same manner as parking meters. Pay station areas are marked with signage. Vehicles parked in pay station areas must display a valid payment receipt on the driver's side window during enforcement times, as stated on signage and/or the pay station unit. Payment receipts are non-transferable between pay station lots; receipts are only valid and may only be used at the location where payment was made. Hourly rates and enforcement times vary depending on location; this information will always be posted on signage and on the pay station unit. Parking and Transportation Services may adjust hourly rates of pay station areas throughout the year in order to reach optimal utilization of spaces.

If a pay station unit is malfunctioning and one form of payment is out of order, users are expected to pay for parking via the alternative payment method. If the entire machine is reading out of order, users should pay to park using the second machine in the area; if there is no second machine in the area the pay lot will automatically convert to a No Parking area, until payment can be accepted again.

Vehicles parked in pay station areas and are not displaying valid payment receipts are eligible for a [Meter Violation Citation](#). Multiple citations may be issued every two hours for an expired payment receipt, with a limit of three per day. A vehicle displaying a pay station receipt that is altered in anyway will be eligible for an [Illegal Use Citation](#).

D.9. RESTRICTED AREAS:

Campus Walkway System: The University of Idaho is intended to be a pedestrian-oriented campus. The campus core streets are closed to unauthorized traffic to provide a safe pedestrian walkway system. Bicycles, scooters, skateboarders, and motor vehicles that share the walkway must always yield to pedestrians and travel at walk speed at all times. All moving violations on the walkway are enforced by the Moscow Police Department. Walkway Access permits are required

year-round, 24 hours a day to enter the Campus Walkway System. For the purpose of these regulations, a Walkway Access permit is defined as a permit that allows vehicular access onto the walkway and is valid for parking in one or more of the designated spaces within the campus walkway. Vendor, Service, Delivery and Disability permits are Walkway Access permits, as well as, reserved placards that are issued to individuals or departments who have designated reserved spaces within the walkway system. Parking on the Campus Walkway System is permitted only in designated/marked spaces. Spaces are marked by signage and/or paint striping. Vehicles not displaying a valid permit for walkway access, or that are not parked in a designated parking space will be eligible for a **Restricted Area Citation**.

For infrequent walkway access needs, temporary Delivery permits with time restrictions are available on a case-by-case basis during office hours at the Parking Office. University Faculty, Staff and Students may also request temporary Delivery permits online.

Exempt vehicles may access the walkway, but it is prohibited to store an exempt vehicle on the walkway for an extended period of time, unless it is in a designated reserved space.

Lot 26 and Lot 27: Lot 26, located south of the College of Natural Resources Building, and lot 27, located north of Morrill Hall are restricted areas. Vehicles displaying Disability, Service, or Delivery permits are allowed to access and park in these two locations. Exempt vehicles and vehicles displaying a reserved placard that is issued to individuals or departments who have designated reserved spaces in these areas may also access and park in these two locations.

Areas Restricted for Event Parking or Required Maintenance: Certain lots or spaces may be restricted or closed prior to special events or for maintenance; these areas will be posted with signage in advance. All lot users, including permit holders, must comply with posted signage.

D.10. RESERVED SPACES

There are a limited number of campus parking spaces to be reserved for and assigned to departments, individuals or specific uses.

Personal Reserved Spaces

As directed by university administration, the following positions within the university are automatically eligible for a Reserved Parking Space. The Vice President for Infrastructure has the authority to grant exceptions to this list.

1. President
2. Provost
3. Vice Presidents
4. Vice Provosts
5. College Deans
6. University Counsel

Department Reserved: X-plate (Exempt) Spaces

Department Reserved: X-plate (Exempt) spaces are reserved for specific x-plate vehicles only. These spaces are available for purchase by any university department that has x-plate vehicles requiring 24-hour parking. Exempt reserved spaces have signage indicating the department and that the space is for x-plates only. These spaces are enforced 24 hours. Any unauthorized vehicles parked in an exempt reserved space will be eligible for an Exempt Reserved Citation. Federal, state, local and university exempt plate vehicles are not allowed to be stored overnight on campus in any regular parking space; they must be stored overnight in a departmentally purchased reserved space or in the x-plate vehicle storage area at Facilities Services. Daytime parking (6 a.m. to 2 a.m.) for exempt vehicles is allowed in the x-plate vehicle storage area at Facilities Services, in a departmentally purchased exempt reserved space, in any regular space in any colored lot, in designated "valid campus walkway" spaces on the walkway, or at meters and/or timed spaces with no time restrictions. Exempt plate vehicles are not allowed to park in any of the following locations: disability spaces, visitor spaces, service/delivery spaces, reserved spaces for other departments or individuals, or any other specially marked space. To purchase an exempt reserved space, an exempt reserved space application must be completed and submitted to Parking and Transportation Services.

Department Reserved Space - General

General reserved parking spaces are distinct from XPLATE parking spaces; these spaces can only be occupied for approved purposes included in the Department's statement of justification, provided on the reserved space request form. Personal vehicles parked in these spaces that do not conform to those purposes are subject to a Reserved Space Citation. Parking & Transportation Services will make the final determination as to whether a justification warrants the issuance of a GENERAL parking permit. Such justifications may include but are not limited: to full-time university staff whose permanent office location is off-campus and needs routine access to campus to conduct university business; to an exceptional need to accommodate a certain type of

departmental visitor; to accommodate a certain class of non-xplated vehicles used solely to conduct university business.

Departmental Permit Reserved Space

Departmental permit reserved spaces are available for employee parking with display of a Departmental permit. These spaces are intended to provide parking for employees while attending meetings at a location away from the office. Departmental permits allow parking in the Departmental permit reserved spaces up to 2.5 hours. These spaces are enforced Monday – Friday, 6 a.m. to 5 p.m. and are located in various locations on campus.

Visitor Reserved Spaces

Spaces posted as Reserved – Visitor Permit Required, are available for visitor parking only and require display of a Visitor permit. These spaces are enforced Monday – Friday, 6 a.m. to 5 p.m. unless otherwise noted. Visitor reserved spaces are located throughout campus and as noted on the campus parking map.

E. PARKING PERMITS

Faculty, staff, and students of the University of Idaho who park a vehicle on campus must pay to park. This can be done through the purchase and display of parking permits or through payment at meters and/or pay station lots. A variety of permit products are available for purchase and are listed on the Parking and Transportation Services website at www.uidaho.edu/parking.

Permit ownership is non-transferrable; permits may be used in any vehicle that is transporting the permit owner. Under the permit holder's discretion, an individual who IS ELIGIBLE for the permit type may utilize that permit; however, the permit owner is responsible for all parking citations issued to that permit number. Using a permit that an individual is NOT eligible for may result in an **Illegal Use Citation**. Eligibility to purchase a permit may be revoked if the account status indicates there are unpaid fees, including citations and permit fees. Parking and Transportation Services may verify or request verification of permit eligibility at any time. Permit eligibility is defined in **Section A.2**.

Parking permits can be purchased online. Online permit purchase dates will be announced each year on Parking and Transportation Services website and via email. Permits correspond to color-coded parking areas as reflected on the parking map and described in **Section D**. The purchase of a

University of Idaho parking permit DOES NOT guarantee an individual a parking space in their location of preference; however, certain permit types are valid in more than one color permitted parking area. [See Section D](#) for more information.

Annual Permit Prorated Purchase and Refund Schedule: Annual parking permits may be purchased or refunded throughout the year at a prorated price based on the current year permit proration schedule. Short-term and temporary permits cannot be returned for a refund.

Annual permits may be refunded at full price anytime during the year if the request to refund the permit is received by Parking and Transportation Services within 24 hours of permit purchase and if the plastic permit package has NOT been opened. Additionally, Red, Purple, Silver, Blue, and Family Housing Visitor permits returned prior to the first day of fall semester may only be given full refund if plastic package has NOT been opened. If package has been opened, the refund given prior to first day of school will be equal to the first week of school refund amount. Gold and Green permits will never be refunded at full price (unless refunded within 24 hours of purchase and plastic permit package has NOT been opened) since they are required year-round and are valid for use at time of purchase. Refund amounts for less than \$20 will not be given for any permit type, and no refunds will be given after April; whichever comes first. Permit purchase rates will not be prorated until the first full week in October.

Permits must be displayed properly. Permits must be affixed to the driver's side windshield approximately 7 inches from the lower corner of the windshield and clearly visible from outside the vehicle. It is the responsibility of the driver to ensure the parking permit is displayed properly once parked. Vehicles displaying a permit that is not visible from outside of the vehicle will be eligible for an [Improper Display Citation](#).

Altering a parking permit in any way is a violation and may result in an [Illegal Use Citation](#). Altering a permit includes cutting in any way, writing on, taping/gluing material to, or in any way changing text on permit.

Sharing a permit is permissible by two or more drivers who are eligible for the permit type. The shared permit can be rotated between vehicles driven by the permit owners. The name registered as the permit owner with Parking and Transportation Services will be responsible for any citations received when that permit is displayed.

REPLACEMENT PERMITS: If a permit is lost or stolen, replacement permits for any individually purchased permit may be issued to the original permit holder for a \$15.00 charge. If the

identifiable remnants of the original permit are not turned in to Parking and Transportation Services, the owner must sign and complete a lost/stolen permit form.

PERMIT REVOCATION/INELIGIBILITY TO PURCHASE: Any of the following conditions may result in ineligibility to purchase a new permit or a current permit to be revoked:

1. Termination of the permit holder's eligibility for the type of permit concerned
2. False information given on the application for a parking permit or a replacement
3. Continued violation of regulations or nonpayment of penalties assessed
4. Use of a counterfeit parking permit or alteration of a permit
5. Improper or fraudulent use of a permit
6. Unpaid fees, including citations and permit fees*

* Accounts with parking debt will be restricted from purchasing a new parking permit. The account will be placed on hold until which time the account is cleared through full payment or negotiated settlement.

ACCOUNT HOLDER INELIGIBILITY TO USE A PERMIT: Account holders of account/s which have been placed on hold are ineligible to use a parking permit to park on campus.

E.1. GOLD PERMITS: Gold permits and Vandal Gold permits are one in the same, for the purpose of these regulations. When a Gold permit is referenced, it is including regular annual Gold permits and Vandal Gold permits, unless specified. Gold permits are available for purchase by board-appointed faculty and staff only. An individual faculty or staff member may purchase only one Gold permit. The Director of Parking and Transportation Services may grant a waiver of these restrictions on a case-by-case basis. Any employee who leaves a board-appointed position is no longer eligible to use a Gold permit. Gold permits are valid in all Gold, Red and Blue parking lots on campus. Gold permits validate overnight parking in Gold lots ONLY. Gold permits are NOT valid in Silver, Purple or Green lots, meters, pay station lots, any specially marked space, or on the campus walkway system.

Vandal Gold permits are non-expiring, and are available for purchase via payroll deduction only. Once purchased, the only way to stop payroll deduction for the permit is to return the physical permit to the Parking Office. If a Vandal Gold permit owner leaves the University, he/she is still

responsible for and will continue to be billed the current price of a Vandal Gold permit until the permit is returned, unpaid balances owed will be submitted to collections.

NIGHT-TIME DIFFERENTIAL GOLD PERMITS: Available for half of the current price of a Gold permit to staff who work at night and receive a night-shift differential from the university, as specified in the [Faculty/Staff Handbook, Chapter 3440, Section F](#). These permits are valid only during the employee's regular work shift as specified on permit. Night-time differential permits will have special designations on the permit.

EMT/FIRE GOLD PERMITS: Available for purchase only by volunteer Fire or EMT officials currently enrolled or employed at the University of Idaho. EMT/FIRE Gold permits have the same parking restrictions as regular Gold permits.

LOT-SPECIFIC GOLD PERMITS: A limited number of Lot-Specific Gold permits may be made available to temporary or part-time University of Idaho employees and students each year. Lot-Specific Gold permits are only valid in certain Gold and Red lots as specified on permit; the permits are also valid in all Blue lots. Lot-Specific Gold permits are available on a first-come, first-serve basis in the parking office only; the sale dates will be announced each year via email. Employees or students who have already purchased a Red or Blue permit for the year may return their permit for a prorated refund and then purchase a Lot-Specific Gold permit. Lot-Specific Gold permits are NOT valid in the following areas:

- Any Gold lot not specified on the permit
- Any Red lot not specified on the permit
- Purple, Silver or Green lots
- Overnight in any campus lot
- Meters
- Any specially marked space or on the campus walkway system

E.2. RETIREE PERMITS: Complimentary retiree permits are available for University of Idaho honored or emeritus Retirees. If the retiree returns to the University of Idaho to a full-time position (as defined by Human Resources and as outlined in FSH 1565.E.3.i.) they are no longer eligible for Retiree parking and must purchase a permit to park on campus. Retiree permits are only to be used by the retiree or retiree's spouse; other family members, university employees, and students are not eligible to use a Retiree permit. Improper use of the permit constitutes illegal use. Upon the death of the retiree permit holder, an active permit may be transferred to the permit holder's spouse. Retiree permits have the same regulations as a Gold permit and are valid in all Gold, Red

and Blue lots on campus. Retiree permits are NOT valid in Silver, Purple or Green lots, meters, any specially marked space, or on the campus walkway system.

Annual Retiree permits may be ordered online if a Retiree permit was ordered for the previous year and the individual remains eligible for Emeriti status, as defined in the Faculty Staff Handbook (1565.E-3.a.). If it is the first year that an individual is ordering a Retiree permit, the Parking Office needs to be informed of the Retiree status by the Human Resources department prior to being able to order the permit online.

E.3. ORANGE PERMITS: Orange permits are available for purchase by any University of Idaho faculty, staff or student. Individuals may purchase only one Orange permit. Orange permits are valid in all Orange, Red, and Blue lots on campus. Orange permits are NOT valid in Gold, Silver, Purple or Green lots, meters, any specially marked space, or on the campus walkway system.

NIGHT-TIME DIFFERENTIAL ORANGE PERMITS: Available for half of the current price of Orange permits to staff who work at night and receive a night-shift differential from the university, as specified in the Faculty/Staff Handbook, Chapter 3440, Section F. These permits are valid only during the employee's regular work shift as specified on permit. Night-time differential permits will have special designations on the permit.

E.4. RED PERMITS: Red permits and Vandal Red permits are one in the same, for the purpose of these regulations. When a Red permit is referenced, it is including regular annual Red permits and Vandal Red permits, unless specified. Red permits are available for purchase by any University of Idaho faculty, staff or student. Individuals may purchase only one Red permit. Red permits are valid in all Red and Blue lots on campus. Red permits are NOT valid in Gold, Silver, Purple or Green lots, meters, any specially marked space, or on the campus walkway system.

Vandal Red permits are non-expiring, and are available for purchase via payroll deduction only. Once purchased, the only way to stop payroll deduction for the permit is to return the physical permit to the Parking Office. If a Vandal Red permit owner leaves the University, he/she is still responsible for and will continue to be billed the current price of a Red permit until the permit is returned, unpaid balances owed will be submitted to collections.

NIGHT-TIME DIFFERENTIAL RED PERMITS: Available for half of the current price of Red permits to staff who work at night and receive a night-shift differential from the university, as specified in the Faculty/Staff Handbook, Chapter 3440, Section F. These permits are valid only

during the employee's regular work shift as specified on permit. Night-time differential permits will have special designations on the permit.

E.5. BLUE PERMITS: Blue permits and Vandal Blue permits are one in the same, for the purpose of these regulations. When a Blue permit is referenced, it is including regular annual Blue permits and Vandal Blue permits, unless specified. Blue permits are available for purchase by any University of Idaho faculty, staff or student. Blue permits are valid in all Blue lots on campus. Blue permits are NOT valid in any other colored lot, meters, any specially marked space, or on the campus walkway system.

Vandal Blue permits are non-expiring, and are available for purchase via payroll deduction only. Once purchased, the only way to stop payroll deduction for the permit is to return the physical permit to the Parking Office. If a Vandal Blue permit owner leaves the University, he/she is still responsible for and will continue to be billed the current price of a Blue permit until the permit is returned, unpaid balances owed will be submitted to collections.

E.6. PURPLE PERMITS: Purple permits are available for purchase by CURRENT Greek members who live on campus IN a sorority or fraternity house, as well as residents of Steel House. Off-campus Greek members are not eligible to purchase or use Purple permits. If a student moves out of Greek housing and to a residence off-campus, they are no longer eligible to use a Purple permit; the permit may be returned for a prorated refund, and a different permit type may be purchased for a prorated price. Purchasing another permit in addition to or in place of a Purple permit is permissible. Parking restrictions/rules for each individual permit will be applied. Purple permits are valid in all Purple, Silver, and Blue lots on campus. Purple permits are NOT valid in Gold, Red (with exception of lot 50), or Green lots (with exception of 111 South Hill Vista lot), meters, any specially marked space, or on the campus walkway system.

E.7. SILVER PERMITS: Silver permits are available for purchase by current residents of University Housing (Wallace Complex, Theophilus Tower, McConnell Hall or the LLC's). To be eligible to purchase a Silver permit, housing agreements must be completed. If an individual moves out of University Housing, they are no longer eligible to use a Silver permit. The permit may be returned for a prorated refund, and a different permit type may be purchased for a prorated price. Purchasing another permit in addition to or in place of a Silver permit is permissible. Parking restrictions/rules for each individual permit will be applied. Silver permits are valid in all Silver, Purple, and Blue lots on campus. Silver permits are NOT valid in Gold, Red, or Green lots, meters, any specially marked space, or on the campus walkway system.

E.8. GREEN PERMITS: Green permits are available for purchase by CURRENT residents of Elmwood Apartments and University Apartments (UA). To be eligible to purchase a Green permit, housing agreements must be completed. If a resident of Elmwood Apartments or UA moves elsewhere, they are no longer eligible for a Green permit. The permit may be returned for a prorated refund, and a different permit type may be purchased for a prorated price. Purchasing another permit in addition to or in place of a Green permit is permissible. Parking restrictions/rules for each individual permit will be applied. There is a limit of two UA Green permits per individual unit; a request for a third UA Green permit must be submitted to the Parking Office. The third permit may be restricted to specific parking areas to increase the availability of parking spaces close to apartments. More than one Elmwood Green permit may be purchased by residents based on current space availability. Green permits are specific to Elmwood and UA, and are only valid in Green lots located at permit owner's place of residence. Green permits are also valid in Blue lots. Green permits are NOT valid in Gold, Red, Silver or Purple lots, meters, any specially marked space, or on the campus walkway system. Green permits are required at all times. Refer to [Section D.6](#) for information on Green parking lots and access to the University Apartments Walkway System (Serpentine).

University Apartments VISITOR PERMITS: University Apartments Visitor permits are available for purchase by CURRENT residents of University Apartments who have purchased or are eligible to purchase a University Apartments Green permit; limit is one per apartment unit. University Apartments Visitor permits are to be used by occasional visitors of residents in University Apartments, and are only to be used while visiting a University Apartments resident. University Apartments Visitor permits may not be used for 10 or more consecutive days of parking. University Apartments Visitor permits are not to be used in any vehicle owned or operated by a resident of University Apartments. Improper use of the permit constitutes illegal use and may result in citation, vehicle impoundment and/or revocation of the visitor permit. University Apartments Visitor permits are ONLY valid in Green University Apartments parking lots. They are NOT valid on the serpentine walkway system at University Apartments.

E.9. DISABILITY & SHORT-TERM ACCESS PERMIT REQUIREMENTS :

Disability Permits: University of Idaho (UI) issues Annual and Temporary Disability permits. Both a UI Disability permit and a State-issued permit are required for parking in any ADA marked space by university faculty, staff, students, and visitors. UI permit eligibility requirements include photo identification and current registration for a State-issued Disability permit or Disability license plates. Required information may be pre-submitted in digital format and sent electronically. If the State-issued Disability permit is of the non-expiring type, there will be no need to annually re-

submit state information after the initial submittal. See Section I for additional eligibility requirements and enforcement information.

Short-Term Access Permits: Available for those who need improved access due to a short-term disability. This permit type is valid for 3 days in: any regular colored lot space, metered spaces, posted timed spaces and valid campus walkway spaces. This permit is not valid in ADA marked spaces. There is limit of 1 issued permit per person per year. If access to ADA marked spaces is necessary, or improved access parking is required for a period of longer than 3 days, see Disability Permits above.

E.10. VENDOR PERMITS: Vendor permits are intended for work-related use by individuals who provide services to the University of Idaho and are not directly employed by the university. Proof of employment must be submitted to Parking and Transportation Services prior to receiving the permit. Vendor permits are not valid for individuals who spend all working hours in an office located on campus. Vendor permits are not valid for university employees or students. Vendor permits are valid in the following areas: regular spaces in colored lots (no time limit), designated "Valid Campus Walkway Permit Required" spaces on the campus walkway for 30 minutes, and meters or timed spaces for 2 hours. Vendor permits are NOT valid in service/delivery spaces, reserved spaces, disability spaces and all other areas not designated as a parking space. If access to service or delivery spaces is necessary, an application for a Service or Delivery permit must be completed and submitted to Parking and Transportation Services after purchasing a Vendor permit.

E.11. DEPARTMENTAL PERMITS: Departmental permits are available for purchase by university departments only; each Departmental permit purchased will be charged to the department's budget. There is no limit on the number purchased. A Departmental permit application must be submitted and approved by Parking and Transportation Services prior to receiving the permit. Departmental permits are intended for short-term parking for use by university employees while attending meetings at a location on campus other than their office or building. Departmental permits are not intended for daily parking, personal use, student use or visitor use and are subject to revocation for continued misuse. Departmental permits are valid for a maximum of 2.5 hours at any of the following spaces: spaces reserved for Departmental permits only, regular spaces in any colored lot, metered spaces, and timed spaces. Departmental permits are only valid in the permit holder's "home" lot for a period not to exceed thirty (30) minutes. "Home" lot is defined as the parking lot most commonly used or most convenient to use by staff within the same department/unit. Departmental permits are NOT valid in other reserved spaces, visitor spaces,

service/delivery spaces, disability spaces, campus walkway, and all other areas not designated as a parking space.

E.12. SERVICE OR DELIVERY PERMITS

ANNUAL DELIVERY PERMITS: Annual Delivery permits are intended for business use only in university owned or commercially owned vehicles that provide proper justification for frequent delivery access on campus in order to carry out job duties. Use of this annual permit type is allowed only on vehicles with exempt plates or company plates listed on the account. Permit use by non-listed plates is a violation and a citation may be issued. Temporary Delivery permits will be made available in office for personal vehicles. Temporary Delivery permits are also available online for Faculty and Staff. Those requesting Delivery permits must require short-term delivery access for pick-up/drop-off of items. Parking in close proximity to the location of delivery is required due to size of items being delivered, amount of items being delivered or timing of delivery. A Delivery permit application must be submitted and approved by Parking and Transportation Services before receiving the permit. Approval by the department head is required and justification must be provided for use of an Annual Delivery permit versus use of a Temporary Delivery permit. Annual Delivery permits are NOT valid for student use, personal use, or for attending meetings. Annual Delivery permits are valid in all designated delivery spaces, meters, timed spaces and regular spaces in any colored lot for 1 hour. Delivery permits are also valid in designated spaces on the campus walkway system for 30 minutes. Delivery permits are valid in the permit holder's "home" lot for a period not to exceed thirty (30) minutes. "Home" lot is defined as the parking lot most commonly used or most convenient to use. Annual Delivery permits are NOT valid in service spaces, reserved spaces, disability spaces or any area not designated as a space.

TEMPORARY DELIVERY PERMITS: Temporary Delivery permits are available at the Parking Office and online to individuals requiring delivery access on campus on a case-by-case basis. Temporary Delivery permits are valid only for dates printed on permit and are valid in all designated delivery spaces, meters, timed spaces and regular spaces in any colored lot for 1 hour (except permit holder's "home" lot). Temporary Delivery permits are valid in the permit holder's "home" lot for a period not to exceed thirty (30) minutes. "Home" lot is defined as the parking lot most commonly used or most convenient to use by staff within the same department/unit. Temporary Delivery permits are also valid in designated spaces on the campus walkway system for 30 minutes. Temporary Delivery permits are NOT valid in service spaces, reserved spaces, disability spaces or any area not designated as a parking space.

ANNUAL SERVICE PERMITS: Annual Service permits are intended for business use only in university owned or commercially owned vehicles that provide proper justification for frequent service access on campus in order to carry out job duties. Use of this annual permit type is allowed only on vehicles with exempt plates or company plates listed on the account. Permit use by non-listed plates is a violation and a citation may be issued. Temporary Service permits will be made available in office for personal vehicles. Those requesting Service permits must be frequent service providers, such as repairmen, vendors, or a university employee who requires the use of equipment and materials that are transported in a service vehicle. A Service permit application must be submitted and approved by Parking and Transportation Services before receiving the permit. Approval by department head is required and justification must be provided for use of an Annual Service permit versus use of a Temporary Service permit. Annual Service permits are NOT valid for student use, personal use, or for attending meetings. Annual Service permits are valid in designated service spaces, regular spaces in any colored lot, meters, timed spaces, and designated spaces on the campus walkway system for 2 hours. Service permits are also valid in delivery spaces for 1 hour. Service permits are valid in the permit holder's "home" lot for a period not to exceed thirty (30) minutes. "Home" lot is defined as the parking lot most commonly used or most convenient to use by staff within the same department/unit. Annual Service permits are NOT valid in reserved spaces, disability spaces or any area not designated as a parking space.

TEMPORARY SERVICE PERMITS: Temporary Service permits are available at the Parking Office to individuals requiring service access on campus on a case-by-case basis. Temporary Service permits are valid only for dates stamped and are valid in service spaces, regular colored spaces in any colored lot, meters and timed spaces for 2 hours (except permit holder's "home" lot). Temporary Service permits are valid in the permit holder's "home" lot for a period not to exceed thirty (30) minutes. "Home" lot is defined as the parking lot most commonly used or most convenient to use by staff within the same department/unit. Temporary Service permits are also valid in delivery spaces for 1 hour and in designated spaces on the campus walkway system for 30 minutes. Temporary Service permits are NOT valid in reserved spaces, disability spaces, or any area not designated as a parking space.

E.13. TEMPORARY PERMITS: One-day and ten-day Gold, Red and Blue permits are products that allow for flexible use for individuals who do not drive to campus on a regular basis. One-day permits are valid for one day only. Ten-day permits allow the purchaser to write in dates when parking on campus; the permit will expire on August 15 of the fiscal year in which it is purchased, or when all ten boxes have been filled in, whichever occurs first. Eligibility and use of these permits

is based on the regulations of regular Gold, Red and Blue permits. Refer to Gold, Red and Blue permit definitions in [Section E](#).

E.14. DAYCARE PERMITS: Daycare permits are available for purchase by those who have children attending West Park Elementary, Early Childhood Center or the Child Development Lab. A Daycare permit application must be submitted to Parking and Transportation Services prior to receiving the permit. Daycare permits allow 15-minute parking in all colored lots in any regular space. If a Daycare permit holder chooses to park in a posted 10, 15 or 30-minute timed space, the posted time applies. Daycare permits are NOT valid in meters without payment or any specially marked space. A Visitor permit may be purchased by a parent or guardian if parking for longer than 15 minutes is necessary to tend to a school-related issue; this is only for non-university faculty, staff and students and must be purchased in advance. If a child is attending a daycare facility on campus that was not mentioned above, contact Parking and Transportation Services in order for arrangements to be made.

E.15. VISITOR PERMITS: Visitor permits are only to be used by visitors to the University of Idaho. Visitors are considered to be anyone who is not a current faculty/staff member, or student at the University of Idaho campus in Moscow. Moscow campus faculty, staff and students are not eligible for Visitor permits. Visitor permits are valid in any regular space in all colored lots until 12:00 a.m. for the date issued. Visitors parking after 12:00 a.m. must have a valid visitors permit for the next date/day. Visitor permits are also valid in spaces Reserved for Visitor permits only. Permit is valid only for dates stated on permit. A visitor can request a Visitor permit to be valid for up to nine consecutive days. One-day and ten-day Visitor permits are also available. The ten-day product allows the permit holder to write in dates when parking on campus; this allows for flexible use instead of using permit for consecutive days. Visitor permits are NOT valid in meters, timed spaces, reserved spaces, service/delivery spaces, campus walkway or any area not designated as a space. If a visitor chooses to park in a meter, payment is required even with display of visitor permit. Refer to [Section H](#) for more visitor parking information.

E.16. MEDIA PERMITS: Media permits are available for official media personnel to cover media events/happenings on the University of Idaho campus. Proof of media employment (business card, pay stub, etc...) must be submitted prior to being issued a Media permit. Media permits are not intended for use by an employee being paid by the university or for University of Idaho students. Media permits may not be used for personal use. Media permits are valid in meters and timed spaces for a maximum of 2 hours and in regular spaces in any colored lot with no time restrictions.

Media permits are NOT valid in reserved spaces, disability spaces, service/delivery spaces, anywhere on the campus walkway system or any area not designated as a parking space.

E.17. OVERNIGHT PERMITS: Overnight permits are intended for use by those who reside off campus and need to park on campus between the hours of 2 a.m. and 6 a.m. Overnight permits are required for those with a valid Red or Blue permit or for those without an annual permit and is valid for parking in Red, Blue, or Gold lots. Overnight permits are not required for commuters with a valid Gold permit. Gold permit holders may park overnight in Gold lots only. Overnight permits are NOT valid in meters, timed spaces, service/delivery spaces, disability spaces, reserved spaces, campus walkway or an area not designated as a parking space. See [Section F.1](#), for details regarding overnight parking during snow and ice conditions.

E.18. EARLY MORNING ACTIVITY PERMITS: Early Morning Activity permits may be purchased by individuals participating in early morning activities on campus. An Early Morning Activity permit application must be submitted to Parking and Transportation Services prior to receiving the permit. These permits are valid from 5 a.m. to 7:45 a.m. in Gold lot 39 at Memorial Gym, Red lot 24 west of Law School, and Red lot 34 west of Kibbie dome. Early Morning Activity permits are NOT valid in meters, timed spaces, service/delivery spaces, disability spaces, reserved spaces, campus walkway spaces, or any other area not designated as a space. If parking after 7:45 a.m. is necessary, a valid University of Idaho permit must be displayed.

E.19. ROTC PERMITS: ROTC permits are available for current ROTC members to purchase for use during early morning ROTC activities. An ROTC permit application must be submitted to Parking and Transportation Services prior to receiving the permit. These permits are valid from 5 a.m. to 7:45 a.m. in Red or Blue lots (excluding Red lot 51). ROTC permits are NOT valid in Gold lots, Red lot 51, meters, timed spaces, service/delivery spaces, disability spaces, reserved spaces, campus walkway spaces, or any other area not designated as a space. If parking after 7:45 a.m. is necessary, a valid University of Idaho permit must be displayed.

E.20. PERSONAL RESERVED PERMITS: Personal Reserved permits are issued to individuals who are eligible to purchase personal reserved spaces, as described [here](#). Reserved permits are valid 24/7 in the individual's personal reserved space, and are also valid in all Gold, Red, and Blue lots.

Guest Reserved permits are issued to individuals who purchase personal reserved spaces, upon request. These permits may be used by anyone the space holder authorizes when he/she is away from campus. Guest Reserved permits are valid only in the individual personal reserved space, as noted on the permit.

Exempt-Plate Reserved permits are issued to university owned vehicles, upon purchase of an **Exempt Reserved** parking space. These permits authorize parking in the designated reserved parking space 24/7.

F. OVERNIGHT PARKING

Overnight parking is defined as parking on campus between the hours of 2 a.m. and 6 a.m. and its purpose is to help ensure the continued availability of parking for commuters. Valid residential permit holders may park overnight in their assigned colored lots only – Silver, Green, Purple, and Economy. Valid Gold permit holders may park overnight in Gold lots only. Valid Red and Blue commuter permit holders and those that do not have an annual permit may park overnight in Red, Blue, or Gold lots with an Overnight permit (See **Section E.16** for details regarding Overnight permits). No overnight camping is permitted on campus without prior authorization from Parking and Transportation Services. (See **Section F.1** for details regarding overnight parking during snow and ice conditions).

F.1. OVERNIGHT PARKING DURING SNOWY CONDITIONS

During snowy conditions, parking between 2 a.m. and 6 a.m. is restricted to specific parking spaces in specified parking lots only. Requiring vehicles to park in specific spaces in the early morning allows Facilities Services unobstructed access the lots for efficient plowing.

Vehicles are major obstacles to parking lot snow removal; one vehicle parked outside of the specified spaces significantly increases the amount of time it takes to plow a parking lot. The spaces where parking is allowed during this time are highlighted on the Winter Overnight Parking Map.

Citations may be issued to vehicles parked outside of the designated overnight parking areas and vehicles may be towed at owner's expense as snow conditions warrant (even vehicles displaying a valid Overnight parking permit).

G. RECIPROCAL PARKING AGREEMENTS

University of Idaho faculty, staff, and students assigned to, enrolled at, or who pay fees to the University of Idaho Moscow campus or employees of other entities located on the Moscow campus must display a valid University of Idaho parking permit when parking at the University of Idaho.

Any attempt by the above personnel to use a parking permit from another university campus in lieu of a valid University of Idaho permit may result in a fine for illegal use of a parking permit.

The University of Idaho in Moscow has made reciprocal parking arrangements with the institutions mentioned below. A permit from any institution not mentioned in these regulations is not valid at the University of Idaho Moscow campus; individuals visiting the Moscow campus from other institutions not mentioned may purchase a Visitor permit. See [Section H](#) for Visitor Parking information.

G.1. The University of Idaho and Washington State University (Pullman) have developed a cooperative parking arrangement for the purpose of enhancing the accessibility to either campus for faculty, staff, and students **participating in cooperative programs and cross listed courses**. Selected parking permits from each university have been deemed valid in specific parking areas. Washington State University satellite campus parking permits are NOT valid on the University of Idaho campus. University of Idaho permit holders should consult Washington State University Parking Services with any questions about parking on the Pullman campus at 509-335-7275.

University of Idaho permit holders at Washington State University: The following applies to University of Idaho (UI) permit holders who wish to park at Washington State University (WSU). University of Idaho permit holders are subject to all Washington State University parking and traffic regulations.

1. UI Gold, Lot Specific Gold, and Reserved annual permits are valid in WSU Yellow, Red, and Blue zones.
2. UI Orange annual permit is valid in WSU Red and Blue zones.
3. UI Red, Green, Silver, Purple, and Blue annual permits are valid in WSU Blue zones.
4. UI-issued annual or temporary Disability parking permits with a valid state-issued disability placard or disability license plate are valid in WSU Disability spaces and parking permit zones.
5. There is no reciprocity at WSU for UI parking permits in WSU parking permit zones which are not specifically listed above in items 1-4, this includes the WSU Student Recreation Center and Tennis Courts parking lots.
6. UI parking permits are not valid in lieu of payment in WSU pay lots including the WSU Student Recreation Center parking lot or the Tennis Courts parking lot.

7. **WSU faculty, staff, and students assigned to, enrolled at, or who pay fees to Washington State University or employees of other activities or agencies located on the Pullman campus must display a WSU parking permit when parking at WSU. Any attempt by the above personnel to use a UI parking permit in lieu of a WSU permit may result in a fine for illegal use of a parking permit.**

Washington State University permit holders at University of Idaho: The following applies to Washington State University (WSU) permit holders who wish to park at University of Idaho (UI). Washington State University permit holders are subject to all University of Idaho parking and traffic regulations.

1. WSU Orange and Green annual permits are valid in UI Gold, Orange, Red, and Blue permit areas.
2. WSU Yellow, Red, Crimson, and Gray annual permits are valid in UI Red and Blue permit areas. WSU Crimson and Gray permits are residential priority permits.
3. WSU Blue annual permits are valid only in UI Blue permit areas.
4. WSU-issued zone permit displayed with a valid state-issued disability placard or disability license plate are valid in UI Disability parking spaces and parking permit areas.
5. There is no reciprocity at UI for WSU parking permits in UI parking permit areas which are not specifically listed above in items 1-4, this includes the UI Student Recreation Center parking lot.
6. **UI faculty, staff, and students assigned to, enrolled at, or who pay fees to the University of Idaho or employees of other activities or agencies located on the Moscow campus must display a UI parking permit when parking at UI. Any attempt by the above personnel to use a WSU parking permit in lieu of a UI permit may result in a fine for illegal use of a parking permit.**

Zipcar parking at Washington State University and University of Idaho

1. Zipcars rented from the WSU campus are allowed to park in any colored lot on the UI campus (Gold, Orange, Red, Blue, Purple, Silver, or Green lots).
2. Zipcars rented from the UI campus are allowed to park in WSU Green, Yellow, Red, Blue, Crimson, and Gray zones.

G.2. University of Idaho and Lewis-Clark State College Reciprocal Agreement: The University of Idaho (UI) and Lewis-Clark State College (LCSC) have developed a cooperative parking agreement for the purpose of enhancing the accessibility to either campus for faculty, staff and students participating in cooperative programs. LCSC permits are honored in UI Blue lots only; LCSC permits are NOT valid in UI Gold, Red, Purple, Green or Silver lots. UI permit holders should consult the LCSC Security Department at 208-792-2226 for further information about parking at LCSC.

G.3. University of Idaho – Moscow, and University of Idaho – Idaho Falls Reciprocal Agreement: The Moscow and Idaho Falls campuses of the University of Idaho have developed a reciprocal agreement to enhance the accessibility between campuses for faculty, staff, and students.

1. All general colored Moscow campus permits are valid in all Idaho Falls general permitted lots
2. All general Idaho Falls campus permits are valid in Gold, Red, and Blue Moscow campus lots

G.4. University of Idaho – Moscow, and University of Idaho – Boise Reciprocal Agreement: The University of Idaho in Moscow will honor all University of Idaho – Boise permits in Gold, Red and Blue lots.

H. VISITOR PARKING

Parking permits are required for visitors and the University of Idaho Parking Regulations are enforced at all times. Visitor permits can be purchased at the Parking Office located in the Intermodal Transit Center on the corner of Sweet Avenue and Railroad Street (1006 Railroad Street) or online at aims.parking.uidaho.edu. The Parking Office is open Monday - Friday from 7:30 a.m. to 5:00 p.m. during the academic year, and until 4:30 p.m. during academic breaks.

Visitor permits are only to be used by visitors to the University of Idaho. Visitors are considered to be anyone who is not a current faculty/staff member, or student at the University of Idaho campus in Moscow. Moscow campus faculty, staff and students are NOT eligible for Visitor permits. Visitor permits are valid in any regular space in any colored lot. Visitor permits are also valid in spaces posted as "Reserved-Visitor Permit Required". These spaces are located throughout campus and are noted on the campus parking map.

Visitor Parking Options include:

1. Purchase a Visitor permit; available products include:
 - One-day Visitor permits are available as well as permits valid for multiple days
 - Ten-day Visitor permits provide parking for ten days (does not need to be consecutive days); to be valid, each date of use must be written with pen in boxes on permit
2. Pay to Park in Pay Station lots and meters
 - Pay station lots provide convenient, inexpensive hourly parking

Visitor permits are NOT valid in the following areas:

- Meters
- Timed spaces
- Reserved spaces (designated by signage)
- Service or delivery spaces
- Disability spaces (except when a state-issued Disability permit is also displayed)
- Anywhere on the campus walkway system
- Any area not designated as a space

For additional visitor parking information, go to www.uidaho.edu/parking/visitors.

University of Idaho departments who host visitors have the option of using budget numbers to purchase Scratch-Off Visitor permits in advance for individuals who are on campus to visit a specific department. Scratch-off Visitor permits are available for purchase only by departments for this purpose. A Visitor Permit Request Form must be submitted to the Parking Office at least two weeks prior to the date permits or services are needed. Visitor permits can also be picked up at the Parking Office anytime between 7:30 a.m. and 5:00 p.m. (4:30 p.m. during academic break) Monday through Friday.

In the event that a visitor receives a parking citation, Parking and Transportation Services will allow a department to provide a budget number to cover the fee associated with the citation. This is only allowed for citations received by an individual who was visiting campus and is NOT a faculty member, staff member or student at the University of Idaho. Vehicles displaying Visitor permits are required to comply with university parking regulations, as well as with city ordinances and state laws. Any citations received must be paid or appealed within 15 days from the date the citation was issued. See [Section N](#) for more on the appeal process.

I. DISABILITY PARKING ELIGIBILITY & ENFORCEMENT

The University of Idaho strives to maintain a campus that is easily accessible to those with disabilities. Accommodation and access for persons with disabilities is a high priority. On-campus disability transportation service is provided by [Vandal Access Service](#). See [Section E.8.](#) for information about obtaining the appropriate University of Idaho disability parking permit.

I.1. DISABILITY PARKING SPACE ELIGIBILITY

Marked Disability (ADA) parking spaces may be used ONLY by vehicles displaying BOTH a UI Disability permit and a State-issued disability permit or plate. A UI Disability permit is not required if a valid state-issued disability permit or plate is displayed when parked in: a regular space in all colored lots, a metered space, a posted timed space, and when parked in a marked disability parking space on Saturdays, Sundays, after 5 p.m. Monday through Friday, during academic breaks and university holidays. In addition to ADA marked spaces, vehicles displaying BOTH a UI Disability permit and a State-issued disability permit or plate may park in: regular colored lot spaces; metered spaces (no payment required and no time restriction - note: metered spaces only require state-issued permit or license plate); posted timed spaces (no time restriction); valid campus walkway permit spaces.

I.2. ENFORCEMENT OF MARKED DISABILITY & OTHER PARKING SPACES

Throughout the year, at all times, a State-issued Disability permit or license plates must be displayed along with a University of Idaho-issued Disability permit, or Visitor permit when parked in a Marked Disability (ADA) parking space. A UI Disability permit is not required if a valid state-issued disability permit or plate is displayed when parked in: a regular space in all colored lots, a metered space, a posted timed space, and when parked in a marked disability parking space on Saturdays, Sundays, after 5 p.m. Monday through Friday, during academic breaks and university holidays. Use of a UI Disability permit by an individual who is not the permit owner constitutes illegal use. If the UI Disability permit holder requires the use of a Personal Care Assistant (PCA), the PCA must be named on the UI Disability permit application. Use of the UI Disability permit by the PCA is acceptable only when accompanying the disabled permit holder.

J. EVENT AND RV PARKING

Parking & Transportation Services may preempt the use of certain lots or streets for special events and reserves the right to charge a fee for parking at these events. Lots reserved for event parking only will be posted in advance, and regular permit holders will not be allowed to park in lots reserved for an event. Vehicles parked in reserved lots after the lot was posted will be eligible for

citation and/or impound. Lots may be staffed by Parking and Transportation Services employees on the day of an event; individuals must abide by posted signage and directions from staff. Failing to comply with directions will result in citation. Departments or event hosts needing event parking services should contact Parking & Transportation Services at (208) 885-6424.

Parking or storage of trailers, RVs and golf carts is not allowed without prior approval. Upon approval, RV parking is allowed in lot 110, north of the large gravel parking lot west of the Kibbie Dome. Parking and Transportation Services must be informed by RV owners upon arrival.

RV parking on football game day weekends is allowed beginning on the Thursday prior to game day. There is a reserved, power RV section located in lot 34 and a reserved, non-power section located in lot 110. For all RV reservations and game day arrangements, contact the University of Idaho Ticket Office at (208) 885-6466. More detailed information regarding RV parking on game day will be posted on Parking and Transportation Services website.

K. MOTORCYCLES

For the purpose of these regulations, any motorized two-wheeled vehicle is considered to be a motorcycle. Motorized vehicles, including mopeds, are NOT allowed to park at bicycle racks; this will result in a citation. Permits are not required for motorcycles parked in designated motorcycle parking areas that are indicated in black on the parking map. A motorcycle parking map, highlighting the designated motorcycle parking areas on campus may be found [here](#). Motorcycles parked in metered spaces do require payment. Motorcycles are not allowed to park in regular permitted vehicle spaces. Motorcycle operators who wish to park in permitted vehicle spaces should consult with Parking and Transportation Services for permit display options. Driving or parking motorcycles on landscape areas, lawn areas or sidewalks/pathways is prohibited at all times.

L. BICYCLES

For the purpose of these regulations, a vehicle operated manually with the turn of pedals and no motor is considered to be a bicycle. All Moscow city ordinances/codes, Idaho state laws, and university requirements apply to the operation of bicycles on university property. It is the responsibility of the bicycle operator/owner to understand and comply with bicycle rules, regulations, and laws on campus. The campus walkway system and pedestrian areas on campus are considered sidewalks for the purposes of bicycle safety and enforcement. Bicyclists riding on the campus walkway system should ride at "walk speed", stay in control and always yield to

pedestrians. Parking and Transportation Services has been given the authority to manage bicycle parking on campus as outlined in the Administrative Procedures Manual and the University of Idaho Parking Regulations.

The campus bicycle management program includes promoting bicycle safety, education and ridership; understanding supply and demand of bicycle parking; identifying bicycle amenities in need of improvements, and managing bicycle parking by actively enforcing campus bicycle parking rules and regulations.

The purpose of managing bicycle parking on campus is to ensure pedestrian and disability safety and access, protect landscape elements, and improve aesthetics of campus.

Bicycles are to be parked in bicycle racks only. Attaching bicycles to any object other than a bicycle rack is prohibited.

Prohibited bicycle parking locations include any area that impedes, obstructs, congests or constricts access to the following :

- Building access points
- Emergency access routes
- Disability access ramps
- Disability railings
- Pathways
- Driveways
- Stairways and stairwells
- Hallways
- Loading docks

Prohibited bicycle parking locations also include, but are not limited to the following :

- Trees or other landscape elements
- Sign posts, meter posts
- Buildings or walls
- Fences or other structures

Bicycles parked in violation of these regulations should be reported to Parking and Transportation Services at (208) 885-6424 or parking@uidaho.edu.

Impoundment of bicycles without warning may occur when a bicycle is parked in a manner that poses a safety problem, is obstructing access to or from a building, is obstructing access to or from a disability ramp or parking space, is obstructing access in a pedestrian area, or that may potentially harm vegetation on campus. It is at the discretion of Parking and Transportation Services as to whether a bicycle is parked in a harmful or obstructing manner, as mentioned above.

Bicycles parked in violation of prohibited bicycle parking locations but are not posing an immediate safety problem or obstructing access will be tagged with an impound notice. Bicycles that have been tagged, after 24 hours, will be eligible for impound if found parked outside of designated bike racks at ANY LOCATION on campus. If possible, an impound notice will be posted at the location the bicycle was parked.

When a bicycle is impounded, the bicycle lock is cut and will no longer be useable.

Recovering an impounded bicycle. Impounded bicycles will be transported and secured by Parking Services. Bicycles that are not claimed after 14 days from the date of impound will be turned into Moscow Police Department as found property. Recovering an impounded bicycle will require payment of a \$20 recovery fee to Parking and Transportation Services. The individual must provide proof of ownership and correctly identify the bicycle being claimed. Photo identification and a recovery form must be completed and submitted to the Parking Office. The \$20 fee is required to cover costs associated with managing bicycles on campus.

Bicycle registration through the Moscow Police Department is strongly recommended for all bicycle owners. In the event a bicycle is stolen or lost, this will assist in relocating the bicycle and may also allow Parking and Transportation Services to identify and contact a bicycle's owner prior to impounding a bicycle.

An abandoned or disabled bicycle, for the purpose of these regulations, is defined as the appearance that the bicycle has not moved from its location for an extended amount of time, or due to dysfunctional or broken parts, cannot be safely operated. This includes, but is not limited to the following:

- No seat on bike
- Flat tires
- Bent rims
- Broken or no chain on bike

- Missing pedals
- Cobwebs, dust, grass or branches collecting or growing over the bike

It is at the discretion of Parking and Transportation Services as to whether a bicycle appears to be abandoned or disabled.

Parking and Transportation Services in conjunction with Facilities Services attempts to locate abandoned or disabled bicycles on campus throughout the year. Impound notices will be tagged on bicycles that appear to be abandoned or disabled. After one week from the date the notice was given, a tagged abandoned or disabled bicycle will be eligible for impoundment. If possible, an impound notice will be posted at the location the bicycle was parked. All impounded abandoned or disabled bicycles will be turned in to the Moscow Police Department as found property.

Bike racks located at University Housing locations will be checked for abandoned or disabled bicycles during the summer months only, in order to allow long-term storage for residents.

Bicycle locks that are reported to Parking and Transportation Services as being locked over an individual's bike, making it impossible for the owner to remove his/her bike will be removed. The owner of the bicycle and lock that was removed will incur an impound fee of \$20. Parking employees have the authority to remove bicycle locks for this reason when a request is received.

Bicycle locks are NOT allowed to be locked to bike racks when no bike is present. Locks found attached to bike racks with no bike present will be considered abandoned property and will be cut, removed, and disposed of by Parking and Transportation Services.

The university and/or Parking and Transportation Services are not responsible for damage to property incidental to the removal process. This includes cables, locks and bicycles that are removed for any reason.

Repeat violators of bicycle parking regulations will be subject to escalated fines and may be referred to the Dean of Students and/or Office of Risk Management.

Refer to the University of Idaho Administrative Procedures Manual Section 80.05 A-12 for more information on management of bicycles on campus.

M. CITATION PENALTIES AND ASSESSMENT

All parking citations must be paid or appealed within 15 days of issuance. Unpaid citations may result in:

1. University account holds and other collections-related activities
2. Vehicle immobilization and/or impound (see [Section O](#))
3. Ineligibility to purchase a new permit or a current permit to be revoked (see [Section E](#))

After 15 days, citations not submitted for appeal require payment; the fine amount will be assessed as follows:

1. **Citations issued to vehicles registered** with University of Idaho Parking and Transportation Services will be attached to the employee or students account who is associated with the license plate number
 - a. For students, monetary penalties may result in a hold being placed on student records, which affects the ability to register for the following semester, or receive a diploma
2. **Citations issued to vehicles not registered** with University of Idaho Parking and Transportation Services will be assessed as follows:
 - If a University of Idaho parking permit was displayed at the time the citation was issued, the fine amount will be assessed to the parking permit owner
 - If no University of Idaho parking permit was displayed at the time the citation was issued, the fine amount and an additional \$15 Discovery Fee may be assessed to the registered vehicle owner, company, corporation, or firm in whose name the vehicle is registered through the Idaho Department of Licensing, or the corresponding agency of another state or nation

M.1. CITATION FINE SCHEDULE

CITATION FINE SCHEDULE		
Violation	Fine	Increase for Repeat Offenses
No Parking (B.1)	\$40	
Disability Space Violation (B.2)	\$150	

Overtime Limit (B.3)	\$35	\$45 for 2+ in one year (non-continuous)
Obstructing Traffic (B.4)	\$50	
Blocking Dumpster (B.4.D)	\$20	
Oversized Vehicle (B.5)	\$20	
Disabled Vehicle (B.6)	\$20	
Illegal Use (B.7)	\$150	
Failure to Comply (B.8)	\$75	
Restricted Area (B.9)	\$100	
Unregistered Vehicle (B.10)	\$20	
No Parking 2AM-6AM (B.11)	\$30	
Service Space Violation (B.12)	\$50	
Delivery Space Violation (B.13)	\$50	
Lost or Stolen Permit (B.14)	\$200	
Fire Lane (B.15)	\$100	
Exempt Plate Reserved Space (B.16)	\$100	
Wheel Lock (B.17)	\$75	\$100 for 2+
Permit Violation (C.1)	\$30	\$35 each for 6-10 and \$45 each for 11+ in one year
Improper Display (C.1.I)	\$15	
Reserved Space Violation (C.2)	\$100	
Meter Violation (C.3)	\$25	\$30 each for 4+ in one year
Not a Motorcycle Space (C.4)	\$20	
Specific Use Area (C.5)	\$50	\$75 for 2+ (C.5.1)
Other Violation	\$20	
Vehicle Impound	\$150	
Bicycle Impound	\$20	
Tow (G.5)	\$150	

M.2. Citation Payment Options:

Citations may be paid in one of the following ways:

1. At the Parking Office located in the Intermodal Transit Center at 1006 Railroad Street; cash, check, credit/debit card, and Vandal Card accepted from 7:30 a.m. to 5 p.m. Monday through Friday
2. By mailing a check or money order to the Parking Office at 875 Perimeter Drive MS 4106 Moscow, ID 83844-4106; checks should be made out to UI Bursar
3. After 15 days from the date the citation was issued, citations can be paid at any university cashier window; cash, check, credit/debit card accepted, or online through student or employee accounts using VandalWeb.
4. Within 15 days from the date the citation was issued, current students and employees may pay citations online at aims.parking.uidaho.edu (ONLY credit/debit cards are accepted online).

Parking and Transportation Services does not accept citation payments in coins over an amount of \$5.00 unless they have been rolled; for pennies, any amount over \$1.00 will not be accepted.

M.3. DISCOVERY FEE

A Discovery Fee of \$15 is assessed to vehicle owners who have not registered their vehicle with University of Idaho Parking and Transportation Services, and have not paid or appealed citation(s) received within 15 days from the date the citation(s) was issued. This fee covers costs associated with identifying vehicle owners and accurately assessing fines owed.

N. APPEAL PROCESS

Citations received due to an extenuating circumstance may be submitted for appeal on Parking and Transportation Services website within 15 days from the date the citation was issued. After 15 days, citations may no longer be appealed and must be paid. The [Parking Committee](#) reviews and makes decisions on all citation appeals and will only review materials submitted at the time the appeal is filed. The Parking Committee meets once per month to review appeals. Individuals who submit appeals will be notified via email or letter via postal mail as soon as possible.

The [Parking Committee](#) decision will be based solely upon matters indicated in the citation, stated in the appeal or included by appellant as tangible evidence (i.e. receipts, medical documentation, etc.). The Committee will then decide one of the following outcomes on all citation appeals:

1. Uphold the citation
2. Dismiss the citation

3. If unique extenuating circumstances exist, based on the Committee's discretion, the monetary penalty assessed for the citation can be reduced

Written requests for a second appeal may be submitted if an individual is dissatisfied with the Parking Committee's decision on the original appeal. Requests must be submitted to Parking and Transportation Services within 15 days of the original notification date. If the 15-day deadline is not met, the original decision is final. Written requests for a second appeal must contain NEW information that was not part of the original appeal. Restatement of the previous appeal will not be considered.

If an individual is dissatisfied with the second appeal decision, a written appeal may be submitted to Parking Services within 15 days of the second appeal notification date to be reviewed by the Assistant Vice President of Facilities Services. The decision made at this step is the final university decision. Students have the option of appealing the final university decision to the Board of Regents.

Due process requirements: No member of the Committee with any personal conflict of interest or knowledge of the specific case or individual will be allowed to participate in the determination of that appeal.

O. IMMOBILIZATION AND IMPOUNDMENT

University of Idaho Parking and Transportation Services personnel may ticket, immobilize, impound, or tow any nuisance vehicle on University of Idaho property. The decision to impound or immobilize will be made by Parking and Transportation Services personnel on a case-by-case basis.

Vehicles may be declared a nuisance vehicle and may be subject to wheel lock or impound for the following reasons:

- Vehicles with three or more unpaid parking citations which are 15 or more days past the date of issuance; this includes defaulted collection accounts with multiple citation debt that has not been collected by the university
- Vehicles with 5 or more unpaid/un-appealed citations that were issued within a 15-day period
- Driver/owner misses a single payment as specified by a signed promissory note with the University of Idaho for payment of citation debt
- Vehicles parked in a disability space and not displaying a valid disability parking permit

- Vehicles obstructing traffic flow or parked in a fire lane
- Vehicles parked in a closed or reserved lot
- Vehicles appearing to be abandoned or disabled
- Vehicles not displaying a valid license plate or current vehicle license registration
- Vehicle displaying a permit that is recorded as lost or stolen
- Driver/owner has provided false information or attempted fraud to the university
- Vehicles illegally parked in a reserved space or lot that is reserved for a special event
- Vehicles parked in a service or delivery space without proper permit
- Failure to comply with specific parking instructions from Parking personnel

Towed or immobilized vehicles may be reclaimed after all outstanding fees related to the vehicle are paid. Fees may include a towing service charge and a daily storage fee. If the towed vehicle has been in storage on university property for a period of 60 days without being reclaimed and debt cleared, the university may dispose of the vehicle in accordance with Idaho Code 49.17 and with guidance from University of Idaho Office of General Counsel. Individuals must provide complete billing identification, including photo ID and a statement that the driver assumes responsibility for the vehicle. In certain instances, payment may be required in full. Decisions regarding the form of payment will be made on a case-by-case basis by Parking and Transportation Services. If towing/impoundment has occurred, the Parking Committee will provide an opportunity for a post-tow hearing to determine the validity of the tow.

Notification: After 48 hours (excluding weekends and official holidays) from the time of vehicle removal, if attempts to notify an individual of their vehicle tow/impound have been unsuccessful, Parking and Transportation Services will take further action when owner identification is possible. A written notice shall be sent by certified mail to the vehicle owner(s) or the applicable university parking permit holder and shall include the following information: name, address and telephone number of the University of Idaho Parking and Transportation Services office, vehicle description, the authority and purpose of the impound, a copy of these regulations, a statement of how the vehicle may be reclaimed, and a statement of the right to a post-tow hearing.

To make a request for a post-tow hearing, the vehicle owner or permit holder must submit a written request to Parking and Transportation Services within 15 days from the date of the impound notice. Any such requested hearing shall be conducted at the next regularly scheduled meeting of the University of Idaho **Parking Committee**. The Parking Committee's decision is final and binding upon all parties.

CITY COUNCIL STAFF REPORT

DATE: Monday, February 4, 2019



RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

REVIEWED BY

Not Applicable.

ADDITIONAL PRESENTER(S)

Tyler Palmer, Deputy Director - Operations, Karl Riedinger

OTHER RESOURCES

Not Applicable.

AGENDA ITEM TITLE

Public Hearing: Idaho Community Development Block Grant - Status of Grant Funded Project Activities for Fire Truck Acquisition - Alisa Anderson

DESCRIPTION

In April of 2018, the City of Moscow received an Idaho Community Development Block Grant in the amount of Two Hundred Eighty-Nine Thousand Dollars (\$289,000) from the Idaho Department of Commerce. This funding is allocated to the State of Idaho from the U.S. Department of Housing and Urban Development. The funds are currently being used to purchase a new Pumper Fire Engine for the Moscow Volunteer Fire Department.

The public hearing will include a review of project activities and accomplishments to date, a summary of all expenditures to date, a general description of remaining work and any changes made to the scope of work, budget, schedule, location or beneficiaries. Verbal and written questions and comments will be accepted at the public hearing.

STAFF RECOMMENDATION

Not Applicable.

PROPOSED ACTIONS

PROPOSED ACTIONS: Conduct the public hearing regarding project activities and accomplishments to date, a summary of all expenditures to date, a general description of remaining work and any changes made to the scope of work, budget, schedule, location or beneficiaries. Accept verbal and written comments and questions at the public hearing.

FISCAL IMPACT

The City issued a check for 100% prepayment of the Fire Engine in the amount of \$545,472.00 on May 10, 2018. A reimbursement of \$268,000 in grant funds will be received from the Idaho Department of Commerce in FY19.

PERSONNEL IMPACT

Administration - Grants Manager; Public Works - Fleet Department; Fire Department.

ATTACHMENTS

1. ICDBG Contract
2. Fire Engine Purchase Contract

IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

RECEIVED

CFDA #: 14.228

GRANTEE NAME: City of Moscow

MAY 10 REC'D

GRANTEE ADDRESS: 206 E. Third Street
PO Box 9203
Moscow, ID 83843

GRANTEE DUNS NO: 958856338

GRANTEE CAGE Code: 4MX5

PROJECT TITLE: New Pumper Fire Engine Procurement Project

CONTRACT NO.: ICDBG-18-II-03-PF

This Contract is made pursuant to the Idaho Community Block Grant Program (ICDBG) and is entered into between the Idaho Department of Commerce (DEPARTMENT) and the City of Moscow (GRANTEE).

The DEPARTMENT and GRANTEE hereby agree as follows:

1. **Compliance Requirements:** GRANTEE, sub-recipients, contractors, and subcontractors, receiving ICDBG funds shall comply with 24 CFR, part 570 Community Development Block Grants and applicable subparts as amended; the terms and conditions of Federal Grant Number B-18-DC-16-0001; the procedures in the DEPARTMENT's ICDBG Application Handbook and Grant Administration Manual; and the DEPARTMENT's most current consolidated plan. GRANTEE shall also comply with the federal laws and adopted citizen participation plan as certified to by the chief elected official on the certification page of the GRANTEE's application.
2. **ICDBG Amount:** The maximum amount of ICDBG assistance awarded by this Contract is Two Hundred and Eighty-Nine Thousand Dollars (\$289,000).
3. **Match:** GRANTEE shall provide Two Hundred Eighty-Three Thousand, Nine Hundred Dollars (\$283,900) in matching funds for the purposes of completing this project. In the event costs exceed the total dollars budgeted for the project, GRANTEE shall be responsible for providing the additional funds needed to complete the project.
4. **The Project:** Attached hereto as Attachment "A" and incorporated herein is the Scope of Work and Project Schedule. At a minimum, Attachment "A" shall consist of the following components:
 - a. Supply and Delivery
 - b. Design professional and grant administration
 - c. Equal Access Planning
 - d. National Objective
 - e. State Goal
 - f. Schedule
5. **Environmental Standards and Conditional Commitment of Funds:** GRANTEE and not the Sub-recipient hereby assumes responsibility for the completion of an environmental review process under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and related laws, as furthered by HUD regulations contained in 24 CFR part 58 and the ICDBG Grant Administration Manual. Notwithstanding any provision of this Contract, the parties hereto agree and acknowledge that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only after satisfactory completion of the ICDBG's environmental review process under 24 CFR Part 58 and issuance of the DEPARTMENT's Notice of

Concurrence. The parties further agree that the payment of any funds by the DEPARTMENT under this Contract is conditioned on the DEPARTMENT's determination, in its sole discretion, to proceed with, modify or cancel the project based on the results of a subsequent environmental review and agreement upon and implementation of the mitigation measures required by the DEPARTMENT pursuant to Section 6 of this Contract.

6. **Mandatory Mitigation Measures:** Not Applicable.
7. **Sub-recipient Agreements:** Not Applicable.
8. **Additional Assurances:** GRANTEE shall remain fully obligated under this Contract notwithstanding GRANTEE's designation of third parties for the undertaking of all or any part of the Project that is the subject matter of this Contract.
9. **Special Conditions:** Not Applicable.
10. **Relationship of Contracting Parties and Indemnification:** Grantee specifically recognizes and acknowledges that nothing contained in this Agreement shall create, or be deemed to create between GRANTEE and the DEPARTMENT any principal-agent, master-servant, joint venture or employer-employee relationship. GRANTEE is solely responsible for the completion of the project, and agrees to complete the project in accordance with the terms of this Contract.

GRANTEE shall defend, protect, and hold harmless the Department and the State of Idaho, and all officers, employees, and agents thereof, against all claims, suits or actions arising from any act of omission or commission of GRANTEE or any of its employees, Sub-recipients or agents while performing any work, services, or activities, or providing any materials relating to or in connection with the performance of this Contract.

11. **Period of Performance:** Work on the Project covered by this Contract began on February 15, 2018 and shall continue as set forth in Attachment "A" until the Project is completed and closed-out. If GRANTEE has not completed the Project and submitted all ICDBG close-out documents within one (1) year from the 100% Construction Complete date as set forth in Attachment "A", all remaining and unexpended ICDBG funds will be retained by the DEPARTMENT.
12. **Project Budget & Payments:** Attached hereto as Attachment "B" and incorporated herein is the Project Budget. GRANTEE shall adhere to the budget as outlined in Attachment "B." ICDBG funds cannot be shifted to new activities or between approved activities without an amendment to both Attachments "A" and "B." The use of ICDBG funds for administrative costs shall not exceed a maximum of 10% of the total ICDBG award.

GRANTEE may periodically request grant funds up to 100% of the value of work performed for all items in the ICDBG budget, except for the administration and procurement line items as provided in the paragraphs below. If the DEPARTMENT is satisfied in its sole discretion with the payment request, the DEPARTMENT may pay the amount requested within thirty (30) days from receipt of the request. GRANTEE shall certify that all work that is billed to the DEPARTMENT is complete at the time of the billing. GRANTEE shall be responsible for any discrepancy or error in billing or documentation.

Payment for all ICDBG procurement funds may be up to ninety percent (90%) of the total ICDBG construction line item as identified in Attachment "B." The remaining 10% of ICDBG procurement funds shall be released upon the DEPARTMENT's approval of the GRANTEE's certificate of substantial completion and other close-out documents as determined by the DEPARTMENT.

GRANTEE must demonstrate to the DEPARTMENT that all applicable ICDBG requirements have been satisfied and that all Contract Project files are complete. GRANTEE must submit to the DEPARTMENT all required documentation. The DEPARTMENT shall retain at a minimum 5% of the

ICDBG funds budgeted for administration as identified in Attachment "B" until GRANTEE demonstrates to the DEPARTMENT's satisfaction that GRANTEE has met the national objective and complied with all ICDBG grant requirements.

Eligible project costs incurred prior to this Contract's effective date may be approved at the DEPARTMENT's discretion, but only if the environmental review for that activity has been completed.

- 13. Remedy for Noncompliance:** If the DEPARTMENT determines in its sole discretion that GRANTEE has failed to comply any term or condition of this Contract, the parties agree that the DEPARTMENT's obligation to make payments under this Contract is suspended until such noncompliant issue or situation is resolved to the mutual satisfaction of both parties.

A determination of noncompliance by the DEPARTMENT may occur as a result of, but shall not be limited to, the following events:

- a. Project construction is abandoned or unreasonably delayed, or is discontinued for a period of thirty (30) consecutive calendar days, without prior written approval from the DEPARTMENT.
 - b. GRANTEE fails to cause Project construction to be completed in accordance with the requirements of this Contract.
 - c. The Project is materially damaged or destroyed by fire or other casualty and the loss, in the reasonable judgment of the DEPARTMENT, is not adequately covered by insurance.
 - d. The existence of any material or intentional misrepresentations of fact by GRANTEE in any document submitted to the DEPARTMENT in support of the grant or in connection with any of the grant documents.
 - e. GRANTEE's failure to furnish to the DEPARTMENT within thirty (30) days and without demand, a true copy of any notice or other document received by or available to GRANTEE disclosing any requirement, deficiency or the violation of any law, regulation or ordinance bearing upon the Project funded by this Contract.
 - f. The Project fails to meet ICDBG requirements as defined by the DEPARTMENT.
- 14. Contract Amendments:** The DEPARTMENT may amend this Contract on its own initiative or at the request of GRANTEE to reflect changes in the Scope of Work, Project Design or Project Budget. Such changes shall be mutually agreed upon, and evidenced by a written contract amendment. In no case shall the nature or purpose of the project be amended from what was generally described in the application except as provided for in the ICDBG's Administrative Rules at IDAPA 48.01.01.
- 15. Financial and Progress Reports:** GRANTEE shall keep books, records, and accounts of all activities related to this Contract. On each interim request for funds submitted to the DEPARTMENT, GRANTEE shall certify that the information contained in the interim request for funds is true and correct based upon GRANTEE's official accounting records. GRANTEE shall also submit a final financial report that details all costs incurred by budget line according to Attachment "B." This report shall be submitted upon completion of the Project funded by this Contract.
- GRANTEE shall submit progress reports as specified in the DEPARTMENT's Grant Administration Manual. A detailed written final report with documentation of the activities carried out and benefits generated shall be submitted to the DEPARTMENT at the conclusion of the Project. GRANTEE shall disburse ICDBG funds within 3 to 5 business days of their receipt. GRANTEE may keep up to \$100.00 in interest accrued on ICDBG funds, but shall return any amount in interest over \$100.00 to the DEPARTMENT.
- 16. Other Items and Documents:** GRANTEE shall provide the DEPARTMENT all other items and documents as the DEPARTMENT requires for the administration of this Contract within thirty (30) days of the date of the written request.
- 17. Certified Grant Administrator:** In accordance with Idaho Administrative Code all Grantees before expenditure of ICDBG funds are required to have under contract a Department approved Grant

Administrator. The Grant Administrator is responsible for administrative duties as outlined in the ICDBG Grant Administration Manual and in accordance with ICDBG's professional services contract.

- 18. Insurance During Construction:** By executing this Contract, GRANTEE warrants that contractor(s) or other parties selected to perform construction work on the project shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Contract, the types of insurance deemed necessary by GRANTEE and the DEPARTMENT for the type and amount of construction described in Attachment "A."

Further, GRANTEE warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

- a. Workers' Compensation Insurance and Employer's Liability Insurance:

- | | |
|---------------------------|----------------------------------|
| (1) State: | Statutory Limits |
| (2) Employer's Liability: | \$100,000 per accident |
| | \$500,000 Disease, Policy Limit |
| | \$100,000 Disease, Each Employee |

- b. Comprehensive or Commercial General Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:

- | |
|--|
| (1) \$1,000,000 Each Occurrence |
| (2) \$1,000,000 Personal Injury |
| (3) \$2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment |
| (4) \$2,000,000 General Aggregate |

- c. Automobile Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include for bodily injury and property damage: \$1,000,000 Combined Single Limit

- d. Property or Builder's Risk Insurance to include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.

- e. Volunteer Liability Insurance coverage if volunteers are used to do Project work.

GRANTEE shall include these same requirements in contracts with grant sub recipients.

- 19. Contract Services:** GRANTEE shall follow ICDBG procurement requirements as outlined in the DEPARTMENT's most current ICDBG Grant Administration Manual, if ICDBG funds will be paying for the services. GRANTEE shall provide the DEPARTMENT with a copy of all requested documents related to the procurement of contract services.

- 20. Certification Regarding Debarment:** By executing this Contract, GRANTEE certifies to the DEPARTMENT that it will not execute a contract with parties that are identified as debarred, suspended, or ineligible as set forth in 24 CFR part 5. GRANTEE also certifies that it is not debarred, suspended, or ineligible as set forth in 24 CFR part 5.

21. **Project Signage:** Upon approval from the DEPARTMENT to proceed with construction, GRANTEE shall, unless otherwise directed by the DEPARTMENT, erect a sign located prominently at each major construction project site. The sign shall be maintained in good condition and shall not be removed until three (3) months after the Project is completed. Project sign requirements shall be provided by the DEPARTMENT.
22. **Representation and Warranties:** GRANTEE represents, warrants, and agrees that the Project funded by this Contract, both during construction and at the time of completion, and the contemplated use thereof, shall not violate any applicable zoning or use statute, ICDBG mitigation measure, ordinance, building code, rule or regulation, or any covenant or agreement of record. GRANTEE agrees that it will furnish documentation satisfactory to the DEPARTMENT regarding the representations and warranties made in this Section.

GRANTEE will provide evidence of ownership in the form of fee simple title or long-term lease and right of access or easements for real property on which the project is to be constructed. Clear title to all real property necessary for the successful operation of the facilities shall be guaranteed by the GRANTEE for the useful life of the project.

23. **Use of Real Property:** GRANTEE represents and agrees that the purchase of any property and undertakings pursuant to this Contract are and will be for the purpose of providing, improving, or expanding public infrastructure or facilities. No voluntary or involuntary successor in interest of GRANTEE shall acquire any rights or powers under this Contract without prior written consent of the DEPARTMENT.

GRANTEE shall not change the use or planned use of any such property, including the beneficiaries of such use, from that for which the acquisition or improvements were made. If GRANTEE desires to change the use, GRANTEE must submit the request in writing to the DEPARTMENT for prior approval before applying the standards of 24 CFR 570.505. If changes are made without the DEPARTMENT's prior approval, all ICDBG funds disbursed to GRANTEE under this Contract shall become due and payable to the DEPARTMENT and the DEPARTMENT shall be excused from making any further disbursements of ICDBG funds under this Contract.

24. **Conflict of Interest of Members, Officers or Employees of Grantee, Members of Local Governing Body or Other Public Officials:** No member, officer or employee of GRANTEE or its sub-recipients or agents, no member of the governing body where the Project authorized by this Contract is located, and no public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the Project funded by this Contract. The requirements of this Section are to be included in all sub-recipient agreements, subcontracts and assignments.
25. **Audit and Monitoring:** GRANTEE shall provide the DEPARTMENT with an annual financial audit in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. The audit shall be completed by a certified public accountant during the regular annual audit cycle. GRANTEE shall provide annual audits through the last fiscal year grant funds are expended.

The DEPARTMENT may monitor and make periodic inspections and evaluations of the Project funded by this Contract and any books, accounts, reports, files, and other papers and records pertaining to the Project. GRANTEE shall make its books, accounts, reports, files, and other records available to the DEPARTMENT during regular working hours. GRANTEE shall maintain these books, accounts, reports, files, and other records for at least four (4) years following closeout of the Project.

In the event GRANTEE provides any portion of its ICDBG funds in any fiscal year to a sub-recipient, such as a special district or a non-profit organization, GRANTEE shall require the sub-recipient to comply with the audit and monitoring requirements of 2 CFR Part 200, Uniform Administrative

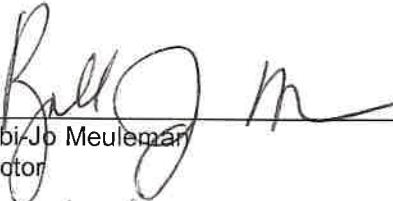
Requirements, Cost Principles, and Audit Requirements for Federal Award. GRANTEE shall be responsible for monitoring sub-recipient compliance with all federal and state laws and regulations including the audit requirements of this Section.

GRANTEE agrees that HUD Representatives, the Inspector General or the General Accounting Office shall also have access to all books, accounts, reports, files, and other papers, or property pertaining to the Project funded by this Contract.

- 26. Program Income:** If the GRANTEE or its sub-recipient receives program income as defined by 24 CFR 570.489 (e) as a result of expending ICDBG funds the DEPARTMENT will require that the GRANTEE commit to a program income reuse plan with the DEPARTMENT.
- 27. Termination:** This Contract may be terminated at any time without cause by either party upon thirty (30) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the terms of this Contract for approved Project work rendered to the date of termination.

APPROVED:

STATE OF IDAHO
Department of Commerce


Bobbi Jo Meuleman
Director

Date

5/11/18

CITY OF MOSCOW

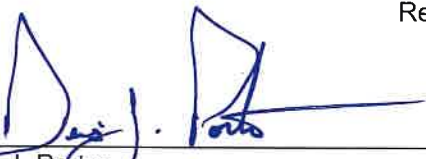

The Honorable Bill Lambert
Mayor

Date

5/7/18

For Internal Use of the Department

Reviewed and Approved


Dennis J. Porter
Community Development Manager

Date

4/27/2018


Linda Sparks
Financial Manager

Date

5/1/18

RECEIVED

MAY 10 REC'D

ATTACHMENT A

Contract No.: ICDBG-18-II-03-PF New Pumper Fire Engine Procurement Project

- A. Construction Scope of Work** – Procurement of a new pumper fire engine.
- B. Grant Administration** – Professional services necessary to design and administer the construction scope of work and the GRANTEE's plans in accordance with applicable codes and regulations.
- C. Equal Access Planning**
- 1) **Furthering Fair Housing Plan** – The GRANTEE needs to proclaim April 2019 as Fair Housing Month, publicly display fair housing information, and work towards addressing identified impediments from their 2015 Fair Housing Assessment.
 - 2) **504 Accessibility and Transition Plan** – The GRANTEE needs to continue to implement its existing 2014 504/ADA Transition Plan and publish its Nondiscrimination regarding Disability Policy
 - 3) **Limited English Proficiency (LEP) Four Factor Analysis** – The GRANTEE should continue to implement the action items and activities as determined by its LEP four factor analysis, dated February 23, 2018.
- D. National Objective** – Low to Moderate Income Area Benefit (Census)
Population to Benefit: 19,750
Low to Moderate Person to benefit: 10,595
Low to Moderate Percentage – 53.65%
- E. State Goal** – Public Facilities / Infrastructure - New Construction
- F. Schedule**
- | | |
|---------------------------------------|---------------|
| Environmental Release | Complete |
| Fire Engine Procurement Approval | April 2018 |
| Fire Engine Contract Executed | April 2018 |
| Second Public Hearing | November 2018 |
| Fire Engine Acquisition 100% Complete | June 2019 |
| Fire Engine Delivery | July 2019 |
| Update Fair Housing Plan | April 2019 |
| Update 504 Review and Transition Plan | August 2018 |
| LEP Four Factor Analysis | Complete |
| Final Closeout | August 2019 |

ATTACHMENT B
Budget

Grantee: City of Moscow

Project No.: ICDBG-18-II-03-PF

Project: New Pumper Fire Engine Procurement Project

LINE ITEMS	AMOUNTS			
	ICDBG Grant	City Cash	City In-Kind	Total
Administrative Expenses			\$28,900	\$28,900
Fire Engine	\$289,000	\$255,000		\$544,000
Total Costs	\$289,000	\$255,000	\$28,900	\$572,900



April 27, 2018

Chief Brian Nickerson
City of Moscow Fire Department
229 Pintail Ln.
Moscow, ID 83843

Dear Chief Nickerson,

Hughes Fire Equipment, Inc. would like to take this opportunity to say "Thank You" for your recent choice to purchase one (1) Pierce Saber Pumper, per proposal# AS694. We are confident you will enjoy the quality of this vehicle and will obtain many years of guaranteed service.

Your truck order is now in queue for an engineering review. Once completed, an initial approval packet will be sent to Andy Siebers for your review and signature approval. Please be advised any configuration changes after your "approval" must be in writing and could be subject to additional fees and schedule delays.

The approximate delivery time for this unit is 11 to 14 months. Andy will be contacting you throughout the manufacturing process, to keep you up to date with the progress and to answer any questions or concerns that may need to be addressed. Please feel free to contact him at any time with any questions you may have.

Enclosed you will find a copy of the executed contract and the original Performance Bond. You will also find a flyer providing information about Hughes Fire Equipment, Inc. and our facility. On the back side of this flyer is listed all of our sales, service and warranty contact information. This can be a great reference tool for you, and/or your staff, during the manufacturing process and after the unit has been delivered. If you would like additional copies, please contact Cassie Kumm at the number listed below.

Once again, "Thank you" for choosing Hughes Fire Equipment, Inc. and Pierce Manufacturing, Inc.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Rex Hughes', is written over a horizontal line.

Rex Hughes
President
Hughes Fire Equipment, Inc.
RH/ck File

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Hughes Fire Equipment Inc. ("Company"), and the City of Moscow, a City ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. "**Product**" means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. "**Specifications**" means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. "**Company Proposal**" means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. "**Delivery**" means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. "**Acceptance**" The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$545,472.00 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 11 to 14 months of the Effective Date of this Agreement, F.O.B. Moscow, Idaho. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from

the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company

Hughes Fire Equipment Inc.

910 Shelley Street

Springfield, Oregon 97477

Customer

City of Moscow

206 East 3rd Street PO Box 9203

Moscow, Idaho 83843

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: Hughes Fire Equipment Inc.

Name: Ray Hughes

Title: Ray Hughes President

Date: 4/27/2018

CUSTOMER: City of Moscow

Name: Tyler Palmer

Title: Deputy Director - Operations

Date: April 26, 2018

Signature: Tyler Palmer

EXHIBIT A

PURCHASE DETAIL FORM
Hughes Fire Equipment Inc.

Date: April 26, 2018

Customer Name: City of Moscow

Quantity	Chassis Type	Body Type	Price per Unit
One (1)	Pierce Saber	Pumper AS694	\$573,885.00
Less	Chassis Progress Payment Discount		(8,233.00)
Less	Payment Upon Completion Discount		(5,200.00)
Less	100% Pre-Payment with Contract Discount		(14,980.00)
Total			\$545,472.00

Warranty Period: Standard per Pierce Proposal AS694.

Training Requirements: Standard per Pierce Proposal AS694.

Other Matters: A performance bond will be provided. The pricing is based on the unit being purchased through HGAC on Contract FS12-17.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: A 100% Pre-Payment will be due within thirty (30) days of Contract Execution. If payment is not made at this time, \$28,413.00 or a portion thereof will be added to the final invoice. Final payment including any changes made during the manufacturing process will be due when the unit is completed at the factory, prior to the unit leaving the factory for delivery to customer's facility.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF April 26, 2018 BETWEEN COMPANY AND City of Moscow WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B
WARRANTY

STANDARD PER PIERCE PROPOSAL AS694.

EXHIBIT C

COMPANY PROPOSAL

STANDARD PER PIERCE PROPOSAL AS694.

Fidelity and Deposit Company of Maryland

HOME OFFICE

3910 KESWICK ROAD

BALTIMORE, MARYLAND 21211

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, Hughes Fire Equipment
910 Shelley Street, Springfield, OR 97477

Fidelity and Deposit Company of Maryland
(hereinafter called Principal), as Principal and 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056
a corporation organized and existing under the laws of the State of MD with its principal office in the City of
Schaumburg, IL, (hereinafter called Surety) as Surety are held and firmly bound unto _____
City of Moscow

(hereinafter called the Owner) and to all persons who furnish labor or material directly to the Principal for use in
the prosecution of the work hereinafter named, in the just and full sum of Five Hundred Seventy Three
Thousand Eight Hundred Eighty Five Dollars and 00/100 Dollars (\$573,885.00)
to the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their
respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the 30th
day of April, 2018, for One (1) Pierce Saber Pumper

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length
herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal
shall fully indemnify the Owner from and against any failure on his/her part faithfully to perform the obligations
imposed upon him/her under the terms of said contract free and clear of all liens arising out of claims for labor
and material entering into the work, and if the said Principal shall pay all persons who shall have furnished labor
or material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons
shall have a direct right of action on this instrument in his/her own name and for his/her own benefit, subject,
however, to the Owner's priority, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that no action, suit or proceeding shall be had or maintained against the Surety on
this instrument unless the same be brought or instituted and process served upon the Surety within two years
after completion of the work mentioned in said contract, whether such work be completed by the Principal,
Surety or Owner; but if there is any maintenance or warranty period provided in the contract for which said
Surety is liable, an action for such maintenance or warranty may be brought within two years from the expiration
of said maintenance or warranty period, but not afterwards.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument this 4th
day of May, 2018.

Hughes Fire Equipment

Shen Taylor
Witness:

[Signature]
Principal

Sarah E. DeYoung
Witness: Sarah E. DeYoung

Fidelity and Deposit Company of Maryland
By: Cathy Hutson [Signature] Surety
Cathy Hutson Attorney-In-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel J. SAPIRO, Daniel J. KWIECINSKI, Wendy S. MILLER, Kathleen A. CRARY, Cathy HUTSON, Lisa M. SLAKES, Sarah E. DEYOUNG and Lucy A. HANTZSCH**, all of Milwaukee, Wisconsin, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 25th day of September, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Michael Bond
Vice President
Michael Bond

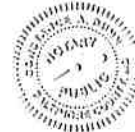
State of Maryland
County of Baltimore

On this 25th day of September, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 4th day of May, 2010.



Gerald F. Haley

Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

CITY COUNCIL STAFF REPORT

DATE: Monday, February 4, 2019



RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

REVIEWED BY

ADDITIONAL PRESENTER(S)

Jen Pfiffner, Assistant City Supervisor

OTHER RESOURCES

Farmers Market Commission

AGENDA ITEM TITLE

Moscow Farmers Market Commission Fee Recommendation (ACTION ITEM) - Amanda Argona

DESCRIPTION

The Moscow Farmers Market concluded the 2018 season on Saturday, October 27th. The annual market report includes data on vendors, shoppers, and general market operations. Included in this report is a list of projects the Farmers Market Commission has worked on including a fee recommendation for the 2019 season.

STAFF RECOMMENDATION

Recommend approval of a no-fee increase for the 2019 Market season.

PROPOSED ACTIONS

PROPOSED ACTIONS: Receive report and accept fee recommendation, deny fee recommendation, or take other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

N/A

ATTACHMENTS

None